

Received for Record 13<sup>th</sup> January & Recorded 21<sup>st</sup> February 1846

James Hall: This Indenture made and entered into this first day of October in the year of our Lord 1845 between James Kirkman of the City of New Orleans in the State of Louisiana and Thomas Kirkman and Elizabeth Kirkman his wife of the State of Alabama of the first part, and James Hall agent of the Commercial Bank Bank of Cincinnati of the second part,

Witnesseth - the said James Kirkman for and in Consideration of the sum of one dollar to them in hand paid the receipt of which is hereby acknowledged, have bargained, sold, aliened, conveyed, confirmed and by these Presents do bargain, sell, alien, convey, confirm unto the said James Hall agent aforesaid of the second part his heirs and assigns forever the following tracts or parcels of land situated lying and being in the County of Attala and State of Mississippi, and more particularly known as the South half of East half of South West quarter of Section Eight, The North half of West half of the South East quarter of Section Eight, The North half of East half of South West quarter of Section Eight, The North half of the South West quarter of Section four, The West half of the North West quarter of Section Nine, The East half of the North West quarter of Section Eight, The South half of the West half of the South East quarter of Section Eight, The South half of the East half of the South East quarter of Section five, The East half of the North East quarter of Section Seventeen, The West half of the South West quarter of Section Nine, The East half of the South East quarter of Section Eight, The North East quarter of Section Eight, The North West quarter of Section Eighteen, and the North half of the West half of the North West quarter of Section Eight, all in Down's 1<sup>st</sup> Range Two West, Containing in all Ten hundred and forty acres more or less, also the following described lands situated lying and being in the County of Madison and State of Mississippi to wit: The West half of the South East quarter, the North half of the East half of the South East quarter, the South half of the West half of the South East quarter, the East half of the North East quarter, all in Section Thirteen Town's 1<sup>st</sup> Range Three East, with the exception of ten acres in the North West Corner of the South half of the West half of the South East quarter of Section thirteen, Down's 1<sup>st</sup> Range Three East which is hereby reserved, also the South half of the West half of the North West quarter of Section Eighteen Down's 1<sup>st</sup> Range four East, also the West half of the South East quarter of Section four (4) Town's 1<sup>st</sup> Range Three East, being the same conveyed by William D. Aitchison to James Kirkman by deed bearing date on the 15<sup>th</sup> day of February 1844, and containing in all Five hundred, and ten acres more or less, also the North half of Section thirty two, The East half of the South East quarter of Section thirty one, and fifty acres of the East half of the North East quarter of Section thirty one lying being in the South end of said. Eighty acres all in Town's 1<sup>st</sup> Range Three East, being the same conveyed by Robt. G. Anderson to James Kirkman and David Rapier surviving Partners of Kirkman's Proprietors by deed bearing date the 1<sup>st</sup> day of January 1838, and containing in all four hundred & fifty acres more

or less - to have and to hold the aforesaid tracts or parcels of land unto the said parties of the second part, his heirs and assigns forever, and the said James Kirkman and Maria Kirkman Elizabeth his wife for themselves their heirs Executors and administrators shall and will warrant and defend unto the said James Hall aforesaid his heirs and assigns the title to the above tracts of land and premises against them the said parties of the first part, their heirs and assigns and against the Claim or Claims of all and every person or persons whomsoever.

In testimony Whereof the said James Kirkman, Maria Kirkman of Elizabeth Kirkman have hereunto set their hands and seals the day year above written

James Kirkman Seal  
 Maria Kirkman Seal  
 Elizabeth B. Kirkman Seal

The State of Alabama

Saunderdale County } Personally appeared before me Richard B. Baugh Clerk of the Circuit Court in and for the County of State aforesaid, the above named James Kirkman, Maria Kirkman and Elizabeth Kirkman the wife of the said Thomas the two first of them severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned to the aforesaid James Hall agent of the Commercial Bank of Cincinnati, and the said Elizabeth Kirkman being by me first privately examined separately and apart from her said husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any force threats or compulsion of the said her husband

Given under my hand and seal on this the fourth day of October A.D. 1845  
 Just. R. B. Baugh Clerk

The State of Alabama } I George W. Lane one of the Judges of the Circuit Court for the County and State aforesaid do hereby Certify that Richard B. Baugh whose name appears to the foregoing Certificate is now and was at the time of making the same Clerk of the Circuit Court for said County, and that his Certificate is in due form of Law.

Given under my hand and seal at Florence this the fourth day of October A.D. 1845

The State of Alabama

Saunderdale County } I Richard B. Baugh Clerk of the Circuit Court in and for the County and State aforesaid, do hereby Certify that George W. Lane whose name appears to the foregoing Certificate is now and was at the time of making the same, one of the Judges of the Circuit Court for the State of Alabama.

In testimony Whereof I have hereunto subscribed my name and caused to be affixed the seal of my office at Florence in said County on this the fourth day of October Anno Domini one thousand eight hundred and forty five

R. B. Baugh Clerk

Seal

Dea. Baines } Recd for Record December 27<sup>th</sup> 1845 Recorded February 23<sup>rd</sup> 1846  
 Decd. } The State of Mississippi } Township 7 Range 2 E  
 Elizabetta Baines } Madison County }

Know all men by these presents that I Dea. Baines for and in consideration of the sum of nine hundred and sixty dollars to me in hand paid by Elizabetta Baines have this day granted, bargained and sold and by these presents do grant, bargain and sell unto the said Elizabetta Baines the East half of South East quarter section twenty one and west half South west quarter section twenty two Township seven Range two East containing one hundred and sixty acres of land lying and being situated in said County together with all and singular the appurtenances thereto of right belonging to have and to hold unto her her heirs and assigns which I do hereby warrant and forever defend against myself my heirs and assigns and against any person or persons claiming under trust for or in my name. In testimony whereof I do hereunto set my hand & affix my seal this 2nd day of October 1845

In presence of }  
 Hugh W. Cron

Dea. Baines

The State of Mississippi } Personally appears before me Isaac R. Bate a member of  
 the Board of Police for Madison County Dea. Baines wife  
 of Callum Baines separate and apart from her husband who acknowledges that she signed, sealed and delivered the within deed to Elizabetta Baines on the day and year therein written as her willing act and deed without any fear, threats or compulsion from her husband. Given under my hand and seal this 30<sup>th</sup> day of October 1845  
 I. R. Bate M. D. P. Seal

Elizabetta Rutland } Recd for Record of December 1845 Recorded February 23<sup>rd</sup> 1846  
 Power Attorney } The State of Tennessee }  
 John F. Cameron } Fayette County }  
 and and state of us and have nominated, constituted and appointed and by these presents do nominate, constitute and appoint John F. Cameron of the County of Madison and State of Mississippi my true and lawful attorney and agent for me and in my name to execute a release of a Mortgage executed by Robert M. B. of said County of Madison and Recorded in the office of the Clerk of the Probate Court of said County in Book of deeds A. pages 515 & 516 to secure the payment of a certain note described in said Mortgage, hereby giving to my said attorney full power to do and perform all and every act, matter and all thing necessary or proper to be done for the effectual release of said Mortgage according to the laws of said State of Mississippi, hereby ratifying, allowing and fully confirming whatsoever my said attorney may lawfully do in the premises in as full ample & complete a manner as if I myself were personally present at the doing thereof. In witness whereof I hereunto set my hand and affix my seal this 7<sup>th</sup> day of April AD 1845  
 Elizabeth Rutland

State of Tennessee } Personally appeared before me James Horne a Clerk of  
 Fayette County } the County Court of said County it being a Court of  
 Record the within named Elizabeth Pullard the obligor with whom I am  
 personally acquainted and who acknowledged that she executed the within Power  
 attorney for the purposes therein contained; My Stamp Whereof I have hereunto set my  
 hand and affixed the seal of said Court at Office in Somerville this 7<sup>th</sup> day of April 1845  
 James Horne Clerk

State of Tennessee }  
 Fayette County } J. McLooney Chairman and presiding Justice of the Peace for said  
 County do hereby certify that James Horne whose signature appears to the above Certificate  
 is and was Clerk of the County Court of Fayette and State of Tennessee, at the time of  
 signing the same and that full faith and credit are due to his official acts as such  
 and that it is in due form of law given under my hand & private seal, there being no  
 seal of Office this 7<sup>th</sup> day April 1845  
 McLooney Ch. Secy

R. S. Dixon Court } Recd for Record of the December 1845 Recorded 23<sup>rd</sup> of February 1846  
 Recd }  
 William Gantley } This Indenture made and entered into this 26<sup>th</sup> day of  
 June, in the year one thousand eight hundred and forty three between  
 Richard S. Dixon of Nicks County, in the State of Mississippi  
 a Commissioner of the Superior Court of Chancery of the State of  
 Mississippi, of the one part and William Gantley of the County  
 of Madison State of our said of the other part, All things settled, that  
 whereas by a decree of said Court made in a cause wherein said William  
 Gantley & William Levis & King & Bennett are complainants and  
 James Wynn & James M. Parker are defendants, it was among other  
 things ordered, adjudged and decreed that the said Richard S. Dixon as  
 a Commissioner of said Court expose at public auction, to the highest bidder  
 at the Court House then in the town of Canton, Madison County, in said State  
 certain property named and described in the said decree in said cause, after giving  
 21 days notice of the time, place and terms of said sale; his advertisement in  
 the Mississippi Herald. And whereas the said Commissioner did advertise and  
 publish the time, place and terms of sale, as required by said decree,  
 that he would on the 26<sup>th</sup> day of June 1843 offer for sale on the terms  
 and at the time and place aforesaid; offer for sale to the highest bidder  
 on a credit of six months, the following described tract or parcels of land, to  
 wit, The South East quarter of section two, Township nine, Range five East  
 the West half of the South West quarter of section one, same Township  
 & Range - The West half of the South east quarter of section one, same Township  
 & Range - And the North east quarter, and the East half of the North east  
 quarter of section twelve, in same Township & Range, and did, at  
 the time and place aforesaid, and on the terms prescribed by said decree  
 offer the said tract or parcels of land for sale, when the said William  
 Gantley became the purchaser thereof for the sum of Five hundred and fifty

four dollars and fifty cents, he being the highest bidder therefor. Now therefore for and in consideration of the premises, and of the said sum of \$504.00, the receipt whereof is hereby acknowledged, the said Commissioner by virtue of the power and authority in him vested by said decree, doth bargain sell and convey unto the said William Gaultley and his heirs the aforesaid tract or parcels of land, herein before described, with all their appurtenances to have and to hold the said tract or parcels of land with all their appurtenances unto the said William Gaultley and his heirs, to the sole use and behoof of him the said William Gaultley.

In testimony whereof, The said Commissioner has hereunto subscribed his name, and affixed his seal, the day and year first above written.  
 R. L. Dixon Esq  
 Commissioner

High Court of Error & Appeals  
 The State of Mississippi

Personally appeared before me Alexander M. Clayton Judge of said Court the above named Richard L. Dixon; and acknowledged that he signed, sealed and delivered the foregoing Indenture as his act and deed on the day and year therein named.

In testimony whereof I have hereunto subscribed my name, and affixed my seal this 7th day of November 1843.  
 Alex. M. Clayton. Judge  
 Joseph O. C.

Isabella Brown } Recd. for Record 29<sup>th</sup> December 45 Recorded 21<sup>st</sup> February 1846  
 Nud.

John H. Cochran } This Indenture made and entered into this the twenty sixth day of August in the year of our Lord eighteen hundred and forty five, Between Isabella Brown of the County of Madison and State of Mississippi of the first part, and John H. Cochran of the County & State aforesaid of the second part, Witnesseth that the said party of the first part for and in consideration of the sum of two hundred and seventy five dollars to her in hand paid, by the said John H. Cochran the receipt whereof is hereby acknowledged, hath granted bargained sold and delivered and by these presents doth grant bargain sell and deliver unto the said John H. Cochran the following tract or parcel of land, viz: The south west quarter of south east quarter of section 18 N. Township 10 of Range 5 East and the south East quarter of the South West quarter section 18 Township 10 Range 5 East containing eighty acres more or less, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining to him and to hold the said described premises unto the said John H. Cochran his heirs and assigns forever. And the said party of the first part doth agree to warrant and give good title of the said Land and premises unto the said John H. Cochran and his heirs & assigns

against her heirs and assigns, and the claim or claims of each and every other person, lawfully claiming in fee simple. In testimony whereof I have hereunto set my hand and seal, the day and year first written

Just  
J. F. Hollingsworth

Isabella <sup>her</sup> Brown  
writhe

The State of Mississippi } Personally appeared before the undersigned Justice of the  
Madison County } Peace in and for said County Isabella Brown the grantor  
of the within deed of conveyance who acknowledged that she signed, sealed and  
delivered the within deed the day and year therein written for and in observance  
of the conditions therein expressed, Given under my hand and seal this 21<sup>st</sup>  
day August 1845

J. F. Hollingsworth J. C.

Wilson Cooper } Rec. for Recd. 29<sup>th</sup> December 1845. Recd. Feb. 27<sup>th</sup> 1846  
Writhe

I now all men by these presents that I Wilson Cooper of  
the County of Madison and State of Mississippi have for and in con-  
-sideration of the natural love and affection which I have and do  
bear towards my son John Cooper. I have by these presents given  
granted and confirmed unto him, his heirs and assigns a certain  
Negro boy named Elford now about three years old which boy be-  
-longed to a slave I do hereby warrant to John Cooper my son to him and  
his heirs for ever in all things whosoever I have hereunto set my hand and seal  
this first day of May 1844

Wilson Cooper

State of Mississippi }  
Madison County } This day personally appeared before me  
William David for an acting Justice of the Peace for the aforesaid  
County Wilson Cooper, who acknowledged that he signed the above  
as his act and deed. Given under my hand and seal this 27<sup>th</sup>  
day of December 1845

Wm David J. P. C.

W. Robins keeper } Rec. for Recd. 30<sup>th</sup> December 1845. Recd. February 29<sup>th</sup> 1846  
Recd

J. S. Mear } This Indenture made and entered into this the thir-  
-tieth day of December in the year of our Lord one thousand eight  
hundred and forty five between Nathaniel Robins and his wife  
Robins his wife, of the first part and James S. Mear of the  
second part all of the County of Madison and State of Mississippi  
Witnesseth that the said Nathaniel Robins and his wife his  
wife for and in consideration of the sum of three thousand  
eight hundred and twenty dollars to him the said Nathaniel  
Robins in hand paid by the said James S. Mear of the  
second part the receipt whereof is hereby acknowledged, both

given, granted, bargained and sold and conveyed and by these presents doth give  
 grant, bargain, sell and convey unto the said party of the second part his heirs  
 and assigns the following described tracts of land, lying and being and situate in  
 the County of Madison in the State aforesaid, to-wit: The south half of the east  
 half of the South East quarter of section one, the north west quarter of section  
 two and thirty acres off of the South end of the east half of the North east quarter  
 of section Eleven, and South East quarter of section Eleven all in Township  
 nine Range three east, containing in all three hundred and eighty two acres to the  
 said more or less, together with all the hindertments and appurtenances  
 to the said land in anywise appertaining and belonging, To have and  
 to hold the above granted premises to the said James C. Meese the party  
 of the second part his heirs and assigns, to his and their use and behoof  
 forever and the said Nathaniel Robbins and Susanna his wife for  
 themselves their heirs, Executors and assigns administrators with  
 consent with the said James C. Meese his heirs and assigns  
 to warrant and defend the title same to the said James C. Meese  
 his heirs and assigns from against the lawful demands of  
 all persons. In testimony whereof we the said Nathaniel  
 Robbins and Susanna his wife have hereunto set their hands  
 and seals the day and date first above written.

Nathaniel Robbins and  
 Susan Robbins and

The State of Mississippi

Madison County } Personally appeared before me, John J. Cameron  
 Clerk of the Probate Court of said County, Nathaniel Robbins and Susan  
 Robbins his wife who acknowledged that they signed, sealed and acknowledged  
 delivered the foregoing deed on the day and for the purposes therein specified  
 as their act and deed, and the said Susan Robbins wife of said  
 Nathaniel Robbins on a private examination separate and apart  
 from her husband acknowledged that she signed, sealed and delivered  
 said deed as her voluntary act and deed without any fear, threats or  
 compulsion of her said husband.

Seal

Given under my hand and seal of Office at  
 Canton this 30<sup>th</sup> day of December 1845  
 John J. Cameron Clerk

Deed of S. Mitchell as coroner Rec'd for Record 31<sup>st</sup> Dec. 45, Recorded 20<sup>th</sup> February 1846

Deed  
 Elias Allen

This Indenture made and entered into this third day  
 of November Anno Domini one thousand eight hundred and forty five between of  
 S. Mitchell Justice of the Peace in the Madison County, Mississippi acting as  
 coroner of the first part and Elias Allen of the second part, at the public, that  
 whose judgement was rendered by the Circuit Court of the County of Madison afore-  
 said, and against Thomas C. Langley, Richard St. Thomas, John Langley and  
 Samuel Hamblin in the following case, viz: at the October Term 1838 of said  
 Court, as aforesaid, to-wit: Andrew Elderking and Charles J. Feuler late

late partners trading under the style of Edinburgh & Co. by Thomas C. Douglas, Richd. A. Thompson & John Douglas for the sum of six hundred & seventy seven dollars & seventy five cents with interest at the rate of six per cent per annum from date until paid and cost of suit and where a writ of Sequestration issued from the office of the Clerk of the Circuit Court aforesaid directed to the coroner of Madison County aforesaid, commanding him that of the goods and chattels, lands and tenements of the aforesaid Douglas Thompson & Co he caused to be made the sum of money mentioned in said writ, to render to the said plaintiff at the Stramon Term, A.D. 1845 of said Court, and the said Justice of the Peace acting as coroner in conformity to the command of said writ did on the third day of November A.D. 1845 to sell the following described tract or parcel of land, as the property of said defendant T. C. Douglas lying and being in the County of Madison and aforesaid, known as follows to wit: A lot in Camden known as Lot No. 7 in Main Street fifty feet front by 120 back and the said Justice acting as coroner did advertise the same for sale according to law, and the said J. S. Mitchell Justice as aforesaid on the third day of November A.D. 1845 did offer the same for sale at the Court House aforesaid to the highest bidder for cash, and the said Edwin Allen appeared and bid five dollars and seventy five cents which was more than any other person did or would bid; now, therefore, for the consideration of the aforesaid sum of five dollars and seventy five cents to me in hand paid, the receipt of which is hereby acknowledged, I, J. S. Mitchell Justice as aforesaid by virtue of the authority vested in me as such Justice, do hereby bargain, sell and convey to the aforesaid Edwin Allen his heirs and assigns, all the right title, interest, and claim of the aforesaid Thomas C. Douglas in and to the aforesaid tract or parcel of land, together with all and singular the appurtenances thereto in law or in anywise appertaining, to have and to hold the same for ever, from the said Thomas C. Douglas his heirs, Executors and Administrators. In testimony whereof, I have hereunto set my hand and affixed my seal, the day and year first written.

J. S. Mitchell J.S.  
Justice of the Peace acting as coroner

The State of Mississippi }  
Madison County } Personally appeared before the undersigned  
an acting Justice of the Peace in and for said County, J. S. Mitchell  
who aforesaid that he signed sealed & delivered  
the within deed as his act and deed, on the day  
of year and for the purposes therein mentioned  
From under my hand and seal this  
30th day 1845  
James P. Mentley J.P.M.



Union Fork } Recd. for Record 31<sup>st</sup> December 45, & Recd. February 25. 46.

Deed  
 Union Fork } This deed of Conveyance, made this 16<sup>th</sup> day of October  
 in the year eighteen hundred and forty three. between Union Fork,  
 collector of Taxes, for the years eighteen hundred and forty five, in aid  
 for the County of Madison and state of Mississippi, of the first part; and  
 Simon York of the second part; Witnesseth, that; Whereas an assessment  
 of Taxes for the State and County aforesaid, against John Shrod for the  
 years eighteen hundred and forty two amounting to the sum of \$5.00 cents to wit  
 20 Cents for taxes due the State, 10 cents for taxes due the said County, came  
 into the hands of the said Union Fork as Collector aforesaid, for  
 collection; and the said Union Fork Collector as aforesaid, having  
 given, after the said assessment came into his hands for collection, having  
 found no agent of whom to demand payment thereof and the said  
 taxes remaining due and unpaid, on the 10<sup>th</sup> day of November, in  
 the year eighteen hundred and forty two and the said John Shrod  
 having no personal property in said County; whereon to levy for the  
 payment of said taxes, or either of them; and the said Union Fork  
 Collector as aforesaid, having given due notice thereof, according to law,  
 did, on the 16<sup>th</sup> day of October eighteen hundred and forty three at  
 the door of the Court House of the County aforesaid, between the hours of  
 eleven o'clock, A.M. and three o'clock, P.M. proceed to sell, at public  
 auction, to the highest bidder, as the property of the said John Shrod  
 for the taxes and costs of sale, due on the same, the following  
 described land; East half of North West quarter of section  
 Twenty two Township Tenth Range four East, at which sale the  
 said Simon York having bid the sum of Twenty four dollars and 85  
 cents; that being the amount of said taxes and costs of sale and the said Simon  
 being the highest and best bidder, for said land, then and there became  
 the purchaser thereof, Now Know All, that I, the said Union Fork  
 Collector as aforesaid, in consideration of the said tax mentioned sum  
 to me in hand, paid by the said Simon York the receipt whereof is hereby  
 acknowledged, have granted, conveyed, sold and conveyed; and by these  
 presents, do bargain, grant, sell and convey to the said Simon York  
 his heirs and assigns, all the above described land, with the improvements  
 thereon, and subject, nevertheless, to the right which the said John  
 Shrod, in testimony whereof, I have hereunto set my hand, and affixed  
 my seal as Tax Collector aforesaid; the day and year first above  
 written

Union Fork  
 Collector of Taxes

Tax Collectors Sale

I will proceed to sell at the Court house door of Madison County  
 Mississippi in the town of Canton, for cash on Monday the 25<sup>th</sup>  
 day of September 1843 the following lots or parcels of land to  
 satisfy the State and County tax due thereon for the year 1842 according

to the land made and provided for the recovery of the State and County tax  
toward, The East half of the North West quarter of section twenty two, Township  
twelve Range four East, appeared as the property of John Shero, Taxes due for  
1842 30 Cents

Partonment described  
The sale of the above property is hereby  
postponed until Monday the 10<sup>th</sup> day of October  
1843

American York  
Tax Collector of Madison County  
June 24<sup>th</sup> 1843  
Postage fee \$15. 41-14

American York Tax Collector of  
Madison County  
Sept. 29. 1843 - Postage fee \$1  
3-3

The State of Mississippi }  
Madison County } Personally appeared before the undersigned an acting  
Justice of the Peace in and for said County, J. A. Fattah, Printer of the Inde-  
pendent Democrat, a weekly newspaper published in the town of Canton  
County aforesaid, who being first duly sworn as a witness to law, depone and saith  
that the annexed advertisement of a Tax Collector sale of the property of John  
Shero was published in said paper ten weeks in succession, as follows  
to-wit: - in No 41 of Vol 1 on the 24<sup>th</sup> day of June in No 42 of Vol 1 on the 1<sup>st</sup> day  
of July - in No 43 of Vol 1 on the 8<sup>th</sup> day of July; in No 44 of Vol 1 on the 15<sup>th</sup> day of July  
in No 45 of Vol 1 on the 22<sup>nd</sup> day of July - in No 46 of Vol 1 on the 29<sup>th</sup> day of July;  
in No 47 of Vol 1 on the 5<sup>th</sup> day of August - in No 48 of Vol 1 on the 12<sup>th</sup> day of August  
in No 49 of Vol 1 on the 19<sup>th</sup> day of August - in No 50 of Vol 1 on the 26<sup>th</sup> day of  
August - in No 51 of Vol 1 on the 2<sup>nd</sup> day of Sept. - in No 52 of Vol 1 on the 9<sup>th</sup>  
day of Sept. - in No 1 of Vol 2 on the 16<sup>th</sup> day of Sept. in No 2 of Vol 2 on  
the 23<sup>rd</sup> day of Sept. - in No 3 of Vol 2 on the 30<sup>th</sup> day of Sept. - in No 4  
of Vol 2 on the 7<sup>th</sup> day of October - in No 5 of Vol 2 on the 14<sup>th</sup> day of Oct  
all in the year of our Lord 1843

Sworn to & subscribed before me this 31<sup>st</sup> day  
of January A.D. 1844  
J. S. Mitchell Jr

J. A. Fattah  
Printer of the Independent Democrat

I hereby certify that a file of the Independent Democrat has been  
produced before me, and that on comparing it with the allow-  
ment herewith attached, I find the foregoing <sup>advertisement</sup> ~~advertisement~~  
to be truly and correctly made

Given under my hand & seal this 31<sup>st</sup> day of January  
A.D. 1844  
J. S. Mitchell Jr

The State of Mississippi }  
Madison County } Personally appeared before me John  
Carroll Clerk of the Probate Court of said County  
American York who acknowledged that he signed, sealed  
and delivered the foregoing deed on the day and for the

Purposes therein specified as his act and deed as Tax Collector of said County

Given under my hand and seal of Office at Canton  
This 16<sup>th</sup> Day of October AD 1843  
John F. Cannon Clerk

Joseph Collins } Refor Record 3<sup>rd</sup> January 1846 & Recorded 25<sup>th</sup> February 46,  
Deed

Mary Allen } This Indenture made and entered into this 12<sup>th</sup> day of  
April Anno domini one thousand eight hundred and forty five between  
Joseph Collins of Madison County and State of Mississippi and  
Mary Allen of the aforesaid state and County of Mississippi, That  
for and in consideration of Eighty dollars in hand paid by the  
aforesaid Mary Allen wife of Bennett R. Allen have this day granted  
bargained and sold unto the aforesaid Mary Allen and do by these  
presents bargain sell and deliver, convey and confirm unto the  
said Mary Allen her heirs and assigns forever, a certain lot or  
parcel of land lying and being in the above County and state  
aforesaid, known and designated as the N<sup>o</sup> of the E<sup>o</sup> of N<sup>o</sup> 4 and  
5 1/2 of N<sup>o</sup> 2 of N<sup>o</sup> 4 of section 29 Township 11 of Range 3 East by estimation  
Eighty acres be the same more or less, Now be it known that the  
above described land was sold as the property of Bennett R. Allen  
by the Sheriff of Madison County, I purchased the same being the  
highest bidder as per deed made to me by said Sheriff Samuel  
Hamilton and as such I only wanted the above described land  
from me and my heirs unto the aforesaid Mary Allen her heirs and  
assigns, and I do bind myself my heirs, Executors and administrators  
never to claim the same or any part thereof as writing my hand and  
seal this day and date above written

Joseph Collins {seal}

The State of Mississippi }  
Madison County } Personally appeared before me

John F. Cannon Clerk of the Probate Court of said County  
Joseph Collins who acknowledged that he signed sealed and  
delivered the foregoing deed as his act and deed

Given under my hand and seal of Office  
at Canton this 25<sup>th</sup> Day of February AD 1846

John F. Cannon Clerk

H. R. Hill } Refor Record 3<sup>rd</sup> January 1846 & Recorded 25<sup>th</sup> February 1846  
Deed

Will. Travis } This Indenture made and entered into this 24<sup>th</sup> of  
day of May AD 1845 between Henry R. Hill of the  
City of New Orleans and State of Louisiana of the first part  
and William A. Travis of the County of Madison and

State of Mississippi of the second part, Whereas, That the said party of the first part for and in consideration of the sum of Four hundred and eighty dollars to him in hand paid by the said party of the second part at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged hath this day granted, bargained and sold and by these presents doth grant bargain sell and convey to the said party of the second part his heirs Executors, administrators or assigns from the following described tract or parcel of land, situate lying and being in the County of Madison and State of Mississippi known and designated as the West half of North East quarter and South half of West half of North East quarter of Section Eighteen Township Nine Range Two East and containing by estimation One hundred and twenty acres more or less, together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, do have and to hold said above described and hereby granted premises with the appurtenances unto 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 and binds himself his heirs Executors &c. to warrant and defend the title to the above described premises with the appurtenances unto said party of the second part his heirs Executors administrators and assigns, against the claims & claims either legal or equitable of all persons whatever claims or claims the same may hereafter be by these presents.

In Testimony Whereof the said party of the first part hath hereunto set his hand and affixed his seal the day and year first above written  
 Witness William Pruitt  
 Wm. S. Anthony  
 W. H. Hill {seal}

The State of Mississippi }  
 Madison County ad }  
 Personally appeared before me John J. Cannon Clerk of the Probate Court of said County William Pruitt one of the subscribing Detestees to the foregoing deed, who being duly sworn, deposed and said that he saw W. H. Hill whose name is there subscribed sign, seal and deliver said deed on the day and for the purposes therein specified, that he this deponent together with W. S. Anthony the other subscribing witnesses signed their names as witnesses to said deed in the presence and at the request of said Hill and in the presence of each other.

Given under my hand and seal of office at Canton this 3rd day of January AD 1846  
 John J. Cannon Clerk

{seal}

A.

In State of Mississippi  
Madison County  
I hereby certify that the above is a true and correct copy of the original deed of Mortgage and being correct the proper  
I hereby certify that the above is a true and correct copy of the original deed of Mortgage and being correct the proper

Aguiella Donahoe } Res. for Record 5<sup>th</sup> January Recorded 26<sup>th</sup> February 1846  
John Montgomery } The State of Mississippi  
Madison County } Know all men by these presents  
that Aguiella Donahoe for and in consideration of the indebtedness  
herein after mentioned, have bargained, sold & delivered, and by these  
presents do bargain, sell and deliver unto John Montgomery the following  
slaves Viz Peter and Frank, Mananting to him that said slaves  
are soul in body and mind and the like good, All things my hand  
and seal this 30<sup>th</sup> day of December AD 1845

Aguiella Donahoe

Conditioned however that if I shall indemnify and give harmless  
the said John Montgomery from all liability as my security on a  
certain execution in favor of Thomas B. Hoover, against Thomas G.  
Jackson and Aguiella Donahoe for five hundred and sixty three dollars  
the above deed to be void. But if I shall not so pay and save  
himself the said John Montgomery then the said John Montgomery  
is hereby empowered after having advertised a hearing to take to all  
at the Court House door in Canton, for Cash to the highest  
bidder, the above named slaves, to satisfy and pay suffered  
by said John Montgomery, interest and all costs charges and exp-  
enses resulting from this deed. Given under my hand and seal this 30<sup>th</sup>  
day of December AD 1845

Aguiella Donahoe

The State of Mississippi }  
Madison County } Personally appeared before me J. L. Mitchell a Justice  
of the Peace in and for said County Aguiella Donahoe who acknowledged that he  
signed, sealed & delivered the foregoing deed as his act and deed on the day and  
year & for the purposes therein mentioned, Witness my hand and seal this 5<sup>th</sup> day  
of January AD 1846

J. L. Mitchell

Wm. D. Dixon } Res. for Record 5<sup>th</sup> January Recorded 26<sup>th</sup> February 1846  
Edw. L. Rice } State of Mississippi  
Madison County } This indenture made and entered into  
this the 26<sup>th</sup> day of December one thousand eight hundred and  
forty five between William Dixon of the one part and Seaborn D  
Rice of the other part, all of the County and State aforesaid, Witnesseth  
that for and in consideration of the sum of four hundred dollars to  
him in hand paid the receipt whereof is hereby acknowledged  
the said William Dixon doth hereby bargain sell and convey  
all his right, title and interest in and to the following described tract  
or parcels of land unto the said Seaborn D. Rice his heirs Executors  
administrators and assigns for ever to wit: Lot No. 3 of sec-  
tion 18<sup>th</sup> Township 10 of Range 5 East, being the north west quarter of sec-  
tion 18<sup>th</sup> containing one hundred and eighty acres more or less situated lying  
and being in the County and State aforesaid on both ends to have and to hold with

with all and singular the rights and appurtenances thereto in anywise appertaining and the said Mr. Bacon doth hereby bind himself, his heirs and assigns forever to defend the rights and titles from themselves, their heirs and assigns unto the said Solomon W. Cockett, his heirs and assigns, unto the said Solomon W. Cockett, his heirs and assigns; Signed, sealed and delivered in presence of Mr. Bacon & James

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

Given under my hand and seal of office at  
Gauton this 5th day of January A.D. 1846  
John J. Cameron Clerk

Yellow Springs & } Recd for Record 5th January & Recorded 20th January 1846  
Peter W. Crouch }  
Deed }  
David Cuyper }  
and in consideration of the sum of one hundred dollars to us in hand paid by David  
Cuyper of the same County and State the receipt of which we do hereby acknowl-  
edge do by these presents give, grant, bargain, sell and convey unto the said David  
Cuyper his heirs and assigns a certain lot or parcel of land situated in the  
Town of Vernon in the County aforesaid and known and described as follows  
(Viz) Beginning East of Main Street of the said town of Vernon and fronting 106 feet on  
said Street, thence running back 200 feet and lying immediately north of what is known  
as the spring lot in the town of Vernon, containing one half acre more or less  
together with all the privileges and appurtenances to the said lot in anywise apper-  
taining or belonging, to have and to hold the aforesaid premises to the said David  
Cuyper his heirs and assigns to his and their use and behoof forever, and all the  
said of Yellow Springs and Peter W. Crouch for ourselves and our heirs, executors and  
administrators do covenant with the said David Cuyper that we are lawfully  
seized in fee of the aforesaid premises, that they are free from all incumbrances  
that we have good right to sell and convey the same to the said David Cuyper aforesaid  
and that we will and our heirs, executors and administrators shall warrant and  
defend the same to the said David Cuyper his heirs and assigns forever against the  
lawful demands of all persons. In testimony whereof the said Yellow Springs and P. W. Crouch  
have hereunto set our hands and affixed our seals this 25th day of October 1844

John Montgomery  
Peter W. Crouch

The State of Mississippi } Personally appeared before the undersigned an acting Justice of  
Madison County } the Peace in and for said County Peter W. Crouch one of the  
Parties to the above stated deed, who acknowledged that he signed, sealed and delivered  
the foregoing deed as his act and deed for the purposes therein set forth  
Given under my hand and seal this 25th day of Oct. A.D. 1844  
J. A. Fisher J. P.

Elizabeth Pettus } Recd for Record 6<sup>th</sup> January Recorded 26<sup>th</sup> February 1846  
 Power Attorney } State of Mississippi }  
 Wm W M Chasney } Madison County } Do it remembered that  
 Elizabeth Pettus of the County & State aforesaid, do by these presents  
 constitute and appoint Mr. Edmund W. Chasney my lawful  
 Agent, and attorney in fact, to conduct & manage all my affairs &  
 business and to take possession of all my property and to manage  
 the same as if his own and any disposition that he may & shall  
 make of any of my property, the same shall be good, & as binding on me as  
 if done in my own name & by me, individually. And I furthermore authorize  
 him to have a decision made of my late husband's estate, according to the  
 true intent & meaning of his will and that he my said agent is authorized  
 to constitute any legal proceedings that may be necessary to receive possession  
 of all or any the property which I am entitled to possess under the last will  
 & testament of my late husband, as any Court of Law or Equity  
 and I will abide the same as if I were present and conducting the same  
 in proper person - All Given under my hand and seal this third  
 day of January 1846  
 Elizabeth Pettus  
 G A Cameron  
 Jehu Stewart

Elizabeth Pettus  
 made

The State of Mississippi }  
 Madison County } Personally appeared before me G A Cameron  
 an acting Justice of the Peace in and for said County Elizabeth Pettus  
 who acknowledged that she signed sealed and delivered the foregoing Power  
 of Attorney as her Voluntary act and deed, on the day and for year  
 and for the purposes therein mentioned, Witness my hand & seal the 5<sup>th</sup>  
 day of January AD. 1846  
 G A Cameron

E. Ward } Recd for Record 6<sup>th</sup> January Recorded 26<sup>th</sup> February 1846  
 deed }  
 Jesse Brown } This Indenture made and entered into this seventh  
 day of January One Thousand Eight Hundred and forty six  
 between Edmund Ward of the County of Madison and State of  
 Mississippi of the first part and Jesse Brown of said County and State  
 of the second part Witnesseth that said Edmund Ward for and  
 in consideration of the sum of Two Hundred and Twenty five  
 Dollars paid by said Jesse Brown of the second part both  
 cash and sold, delivered and just claimed unto said Jesse  
 Brown and heirs from the following lots in the Town of Canton and  
 County and State aforesaid with the appurtenances thereunto  
 belonging to wit: Lot No six in Square No Two fronting on Liberty  
 Street one hundred feet and running back with Academy  
 Street Two Hundred feet Also Lot No five in Square No Two

fronting on Union Street, One hundred feet and running back with Academy Street Two hundred feet, Also the undivided half of Lot No 200 in square No seven West and in the plan of said Town fronting twenty four feet on Peace Street and running back South from said Street Two hundred feet to base and to hold the said piece of ground the above described Lots with all and singular the appurtenances thereunto belonging to him and his heirs and assigns forever in said lots and this deed of conveyance is only intended as a quiet claim without covenants of warranty of title. Witness my hand and seal the day and date above written

Edwin Ward Seal

The State of Mississippi } Personally appeared before me John T. Cannon  
Madison County } Clerk of the Probate Court of said County  
Edwin Ward who acknowledged that he signed, sealed and delivered at the foregoing deed as of the day and date for the purposes therein specified as his act and deed.

Given under my hand and seal of Office at Canton this 5th day of February 1846  
John T. Cannon Clerk

Elizabeth Potts  
Pilledale  
Ashmun Stewart

Subscribed for Record 6th January 1846

The State of Mississippi } Minors by the test and Will  
Madison County } and Testament of John Potts  
I am lawfully seized and possessed of a life estate in the following named negro slaves to wit: Sam aged forty five years, Will aged twenty seven years, Peter aged sixteen years, Charity aged twelve years, Lucy aged ten years, Minerva aged eight years, Peggy aged six years and Sam aged four years, all of said Negro slaves (except Sam, the first named) and the children of Celia a negro woman named in the last will and Testament of Richard Newman of Barnwell District South Carolina. Now for and in consideration of the sum of four hundred and twenty five dollars to me in hand paid the receipt whereof is hereby acknowledged, have this day sold to Ashmun Stewart my life estate in the above named Negro slaves. I warrant the title to the said Slaves to the said Ashmun Stewart his heirs and assigns against the lawful claim of all persons during my natural life. Given under my hand & seal this 5th day 1846

Elizabeth Potts  
Seal

The State of Mississippi } Personally appeared before me J A Cannon  
Madison County } an acting Justice of the Peace in and for said County. Elizabeth Potts  
who acknowledged that she signed, sealed & delivered the foregoing last mentioned as her act & deed on the day and date & for the purposes therein mentioned. Witness my hand and seal this 5th day January 1846

J A Cannon Seal



✓ Elizabeth Pettis } Recd for Record & <sup>the</sup> January 18<sup>th</sup> 1846  
Wad  
Isham Stewart

The State of Mississippi } Madison County and Instrument of John  
Pettis Elizabeth Pettis of said County, and state aforesaid, am  
lawfully seized and possessed of a life estate in a tract of land  
situate lying and being in said County, wherein the said John Pettis  
lived before and at the time of his death, and where I now live.  
Now for and in consideration of the sum of one hundred and twenty  
five dollars to me paid, the receipt whereof is hereby acknowledged, I  
have this day bargained and sold and ~~by these presents~~ and do hereby  
convey my said life estate in said lands tract of land to Isham Stewart  
to have and to hold the said Isham Stewart for and during the time of my  
natural life. The title to which for the said term I do warrant  
and agree to defend against the lawful claims of all persons whom  
I know under my hand and seal

January 5<sup>th</sup> 1846  
Elizabeth Pettis <sup>in presence of</sup> [signature]

The State of Mississippi }  
Madison County as } Personally appeared before me, J. A. Cannon  
an acting Justice of the Peace in and for said County Elizabeth M.  
Pettis who acknowledged that she signed, sealed and delivered the foreg-  
ing instrument as her act and deed, on the day <sup>and date</sup> and for the purposes  
therein mentioned

Given under my hand and seal this 5<sup>th</sup> day  
January 1846  
J. A. Cannon Justice

✓ Caldwell & Smith } Recd for Record January 7<sup>th</sup> 1846 Recorded February 28<sup>th</sup> 1846  
Mortgage

H. Henderson } This instrument made this twenty eighth day of November  
eighteen hundred and forty five between David Caldwell and James  
Smith of the first part and Thomas Henderson of the second part  
Witness that whereas the said Caldwell and Smith are justly indebted  
to T. Henderson in the sum of four thousand dollars secured by two  
fourth notes of S. Caldwell & Smith of <sup>the</sup> ~~new state~~ hundred for thousands dollars  
each, one payable twelve months after date, the other two years after  
date; Now this better to secure the punctual payment of a<sup>d</sup> said sum of money  
and for and in consideration of the sum of one dollar to them in hand  
paid by said Henderson, the said Caldwell & Smith have this day  
bargained, sold, aliened, conveyed and confirmed and by these presents  
do hereby bargain, sell, alien, convey and confirm unto the said Thomas Hen-  
derson all that tract of land lying, situate and being in Madison  
County, State of Mississippi and known and designated on the maps  
of the land office at Jackson as the South half of the East half

of the north east quarter of section thirty one of Township One Range two East the North half and South West quarter of section six (West half North east quarter and the East half of the South West quarter of section five Township Nine Range two East, containing one thousand and seventy four acres, together with all and singular the hereditaments, privileges and appurtenances therunto belonging or otherwise appertaining, and all the estate, right, title, interest and possession in the said Caldwell & Smith of in and to the same; To have and to hold the above described & granted premises unto the s<sup>d</sup> Henderson his heirs and assigns, and to his and their only proper use, benefit and behoof, in and to be enjoyed forever; Provided however if the said Caldwell & Smith their heirs or assigns shall well & lawfully pay to s<sup>d</sup> Henderson his heirs or assigns the said sum of money before mentioned when the same becomes due and payable according to the tenor and effect of said promissory notes then these Indenture & the Estate hereby conveyed shall cease determine & become null and void; Otherwise to remain in full force and virtue.

Witness my hand & seal of said parties of the first part the day and year above written.

David Caldwell  
James S Smith

State of Mississippi }  
 Niles Cloutier } Personally appeared before me the undersigned  
 the Judges of the High Court of errors and appeals of the State of  
 James S Smith who acknowledged that severally that they  
 truly signed, sealed & delivered the foregoing Indenture of Mortg  
 therein mentioned on the day and year therein named.

Given under my hand & seal this 6<sup>th</sup> day of  
 1845

Alex M Clayton  
 Judge

George W Henderson } Put for Record 18<sup>th</sup> January Recorded February 20<sup>th</sup>  
 Executor &c }  
 Recd } This Indenture made and entered in record  
 Ann C McPride } Tenth day of January in the year of our  
 two thousand and forty six, between George W Henderson, Executor  
 last Will and Testament of Samuel F Hamster dec<sup>d</sup>, of the  
 and Ann C McPride of the second part both of the County  
 and State of Mississippi & themselves; That whereas the  
 first part by virtue of the authority given him in the last  
 Testament aforesaid, did duly allow, sell and expose to sale to  
 highest bidder on the 14<sup>th</sup> day of June 1845 on a credit of three months  
 following lot in the Town of Canton and known as the Residence of the  
 Samuel F Hamster, to wit: Beginning at a stake at the North  
 Corner of Lot Number 7 in Square Number 8 and running  
 along E Street; Three Hundred feet to a stake, The

Four Hundred feet to Peace Street; Hence Meet Three Hundred feet  
 with Peace Street to the Corner of Lot Number 6 in Square Number  
 8; Hence North <sup>from</sup> four hundred feet to the beginning; and the said  
 party of the second part appeared at said sale and bid for said  
 property the sum of Twenty five Hundred dollars being more than  
 any other person did or would bid therefor, and the said party of the  
 second part did on the 24<sup>th</sup> day of December 1845 execute to said  
 Anderson his bond for the payment of the said sum of money  
 Twelve months after the said 17<sup>th</sup> day of June 1845 with security  
 as required by said Executor. And whereas also, by virtue of the  
 power aforesaid the said party of the first part did advertise and  
 expose to sale to the highest bidder on a credit of Twelve months on  
 the 24<sup>th</sup> day of December 1845 the following lots in the Town of Canton  
 Georgia as the Store House and Office of the late Samuel P. Heaster  
 Esq; North Half of Lot Number 3 in Square Number 8, 20 feet  
 on the North End of Lot Number 5 in Square Number 8 20 feet  
 on the North end of Lot Number 6 in Square Number 8, and the  
 said party of the second part appeared and bid therefor the sum  
 of Fifteen Hundred Dollars which was more than any other person  
 did or would bid, and the said party of the second part bid there and  
 then took; on the 24<sup>th</sup> day of December 1845 make and execute his  
 bond for the payment of said sum of Fifteen Hundred Dollars, Twelve  
 months thereafter with security as required by said Executor.

Now therefore in consideration of the premises, the said party of the  
 first part hath this day Granted Bargained and sold, and doth by  
 these presents Grant Bargain and sell unto the said party of the  
 second part the above described tracts or parcels of Land together  
 with all and singular the rights, privileges and appurtenances  
 thereto in anywise pertaining. It Now and to hold unto the said party of  
 the second part his heirs or assigns. And it is hereby Covenanted  
 and agreed by and between the parties aforesaid, that it is not the  
 intention of these presents, to release or remove the lien of the Executor  
 of the last Will and Testament of the said Samuel P. Heaster, on  
 the premises for the payment of the purchase money aforesaid  
 and that the same is fully recognized and retained in full force, as  
 if this deed had not been executed.

Witness our hands and seals this  
 day and date first above written  
 G. M. Anderson      Seal  
 Exor of S. P. Heaster dec'd.  
 A. C. M. Price      Seal

The State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Justice of the Peace in and for the County aforesaid the above named  
 G. M. Anderson and A. C. M. Price who severally acknowledged  
 they signed, sealed and delivered the foregoing deed as if for

their act and deed

Given under my hand and seal this the fourth day of January AD 1846

C. A. Cannon Jr Sheriff

Said Samuel Shuff Recd for Record 13<sup>th</sup> January & Recorded February 28<sup>th</sup> 1846

John B Moore } This Certificate, made and entered into this 4<sup>th</sup> day of August Anno Domini one thousand eight hundred and forty five, between Said Samuel Shuff of Madison County, Mississippi, of the first part, and John B Moore of the second part, Wetupath, that whereas judgement was rendered by the Circuit Court of the County of Madison aforesaid, and against Nicholas D Ingram in the following case, viz; at the day Term 1842 of said Court, as aforesaid, to wit; Marcus D Shuff vs Nicholas D Ingram judgement to the effect of \$633.83 with interest at the rate of 8 per cent per annum from date until paid and cost of suit and whereas writ of Habeas Corpus issued from the Office of the Clerk of the Circuit Court aforesaid, directing to the Sheriff of Madison County aforesaid, commanding him that of the goods and chattels, lands and tenements of the aforesaid Nicholas D Ingram he caused to be made the sum of money mentioned in said writ, to render to the said Plaintiff at the November Term, AD 1845 of said Court, and the said Sheriff in compliance to the Command of said writ did lay on the 2<sup>nd</sup> day of July AD 1845 on the Undivided half of the following described tract or parcel of land as the property of said defendant Nicholas D Ingram lying and being in the County of Madison aforesaid, known as follows, to wit; S 1/2 of E 1/2 of Section 10 1/4 Township N 7 1/2 Range 4 East. Containing by estimation 40 acres, or the same more or less, and he the said Samuel Shuff did advertise the same for Sale according to law, and the said Samuel Shuff as aforesaid, did on the 4<sup>th</sup> day of August AD 1845, did offer the same for Sale at the Court House aforesaid to the highest bidder for Cash, and said John B Moore appearing and bid Twelve dollars and 75 Cents <sup>in</sup> hand paid, the receipt which was more than any other person did or would bid; Now therefore for the Consideration of the aforesaid sum of Twelve dollars and 75 Cents to me in hand paid, the receipt of which is hereby acknowledged. I Samuel Shuff as aforesaid, by virtue of the authority vested in me as Sheriff, do hereby bargain, sell and convey to the aforesaid John B Moore his heirs and assigns, all the right, title, interest and Claim of the aforesaid Nicholas D Ingram in and to the aforesaid tract or parcel of land, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same for ever, from the said Nicholas D Ingram his heirs, Executors and Administrators, In Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year first written

Said Samuel Shuff

The State of Mississippi }  
 Madison County } Personally appeared before me John J. Cameron,  
 Clerk of the Probate Court of said County Samuel Hamilton who acknowledges  
 that he signed, sealed and delivered the foregoing deed on the day and for the  
 purposes therein specified as his act and deed as Sheriff of said County  
 Given under my hand and seal of Office at Canton  
 this 10<sup>th</sup> day of November AD 1845  
 John J. Cameron Clerk

Seal

Refers Habel } Referred to the January Record of the February 1846  
 Habel }  
 Albert Habel } State of Mississippi }  
 Franklin County } Know all men to whom it may  
 concern that I Refers Habel of the County and State aforesaid do  
 hereby constitute and appoint Albert Habel my agent and attorney in  
 fact and by these presents do lawfully authorize him the said Albert  
 Habel to collect any legacy or bequest left to me by my son David Habel  
 dec'd late of Madison County and to settle and receipt for the same in  
 my name and for me in the same manner as I could do in person myself  
 and to do and perform such other things in respect to the settlement of  
 said Estate as I could do and perform myself, and I moreover decl-  
 are any act done by him as my agent and attorney as aforesaid to be  
 good and valid in law, In testimony of which I have hereunto set my  
 hand and seal done this the third day of January AD 1846

Witness  
 James M. Jones }  
 C. M. Cruise }

Refers Habel }  
 Seal

State of Mississippi }  
 Franklin County } Personally came before me James M. Jones  
 Judge of Probates of said County Refers Habel and acknowledges  
 that she signed and sealed the within and foregoing Power of attorney  
 to Albert Habel on the day and year therein specified for the  
 purposes therein expressed  
 Given under my hand and seal this the 3<sup>rd</sup>  
 day of January 1846

James M. Jones  
 Judge of Probates Seal

The State of Mississippi }  
 Franklin County } I John P. Stewart, Clerk of the Probate Court  
 in and for the County of Franklin Certify that James M. Jones has been  
 lawfully qualified and is at present the acting Judge of the Probate Court  
 of said County and all his Official acts as such are entitled to full  
 credit

Seal

Witness my hand and Official seal this sixth day  
 of January AD 1845 John P. Stewart Clerk  
 By S. L. ...

✓ Rebecca Stacey } Recd for Record 10<sup>th</sup> January & Recorded 28<sup>th</sup> February 1846

deed  
 The State of Mississippi }  
 Madison County }  
 this 1<sup>st</sup> day of November AD 1845 between George W<sup>m</sup> Stacey and Rebecca his wife of the first part and Joseph H. Shock of the second Part, Witnesses that the said party of the first part for and in consideration of the sum of Thirty Three and 33 Cents, to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged at and before the sealing and delivery of these Presents, hath bargained sold and quit claim conveyed and do by these presents bargain sell and Quit Claim convey the following described Tracts of Land to the said party of the second part (to wit) 5<sup>th</sup> 1<sup>st</sup> 1<sup>st</sup> 5<sup>th</sup> 1<sup>st</sup> 1<sup>st</sup> 1<sup>st</sup> of section 33 Township Eleven of Range 5 East situate in the County & State aforesaid and containing about 320 acres more or less together with all and singular the appurtenances thereto belonging, to have and to hold the said Land to the said party of the second part & his heirs forever and the said party of the first doth hereby covenant for themselves & their heirs to and with the said party of the second part his heirs & assigns and the said party of the first part will forever defend the to the said second part of the above described Land, against themselves and their heirs forever.

In Testimony Whereof the said Parties of the first have hereunto set their hands and affixed their seals this day and date above written

G. W. M. Stacey } Seal  
 Rebecca Stacey } Seal  
 mark

State of Mississippi }  
 Madison County }  
 Personally appeared before me John T. Edmondson acting Justice of the Peace in and for said County, G. W. M. Stacey and Rebecca Stacey his wife who acknowledged that they signed, sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed,

Given under my hand and seal this 1<sup>st</sup> day of November AD 1845

John T. Edmondson } Seal

✓ James M. Wiley } Recd for Record January 10<sup>th</sup> & Recorded February 1846

Mortgage  
 The State of Mississippi }  
 Madison County }  
 and entered into this 10<sup>th</sup> day of January AD 1846 between James M. Wiley of the one part and James C. Congleton as President of the Board of Trustees of School and School lands of Township 7 Range 3 East the successor in office of the other part, all of the County & State aforesaid, Witnesses that during the said James M. Wiley stands indebted to the said Board of Trustees by note payable to the said Board of Trustees

President aforesaid his successors in office having duly seen with  
 these for cents in the face of two thousand one hundred & eighty  
 two dollars & seventy three Cents with interest from the date  
 hereof at the rate of 8 per cent per annum with J. C. Bellaspie  
 and A. N. Wiley as sureties thereon credited 10<sup>th</sup> January 1840 for  
 \$200.73, the same being due and payable on the first day of  
 January A.D. 1847 and the said James W. Wiley being desirous  
 to secure the payment of the said sum of money in said note  
 specified & the interest aforesaid, Now for the consideration aforesaid  
 & for the further consideration aforesaid of one dollar to me paid,  
 I shew all merrily these presents that I the said James W. Wiley  
 have granted, bargain, sold and released and by these presents  
 do grant, bargain, sell, release and deliver to the said David &  
 Livingston as President aforesaid, his successors in office & assigns  
 the following Negro slaves for life to-wit; Jimmy, Patsy, Charlotte &  
 Nelson her child, Ludy her children, Alexander & Mary & two <sup>more</sup> ~~children~~  
 and Gordon, And it is the true intent and meaning of these presents  
 that if the said James W. Wiley his exec<sup>rs</sup> & administrators shall  
 make default in the payment of the said sum of money  
 in said note specified together with the lawful interest thereon  
 at the time when the same shall become due, that in such case it  
 shall be lawful for the said David & Livingston President as aforesaid or  
 his successors in office or assigns or his or her agent to enter on the premises  
 of the said James W. Wiley and there or elsewhere to seize all or any  
 of the said Slaves and their natural increase and after giving public  
 notice thereof for thirty days by advertisement on the Court House door of  
 the County to sell the said Slaves or as many thereof as may be necessary  
 at public outcry to the highest bidder for Cash, and to apply the pro-  
 ceeds to the payment of the said note and the interest due thereon, after first  
 satisfying the necessary costs & expenses of each sale, returning the overplus  
 if any to the said James W. Wiley. And it is further agreed and  
 understood by and between the parties to these presents, that if the  
 parties to the note hereby intended to be secured shall give their consent  
 in writing to such arrangement that on the punctual payment of  
 the interest (at 8 per Cent per annum) of the sum specified in said  
 note on the said first day of January in Cash and every year by  
 the said James W. Wiley his executors or administrators until  
 the first day of January A.D. 1851 that then & in such case that  
 the payment of the principal sum or any part will not be  
 required of him until the said first day of January A.D. 1851  
 But it is fully understood that on default of the payment  
 of such interest at the time when the same shall become due  
 the principal sum shall also be considered to be due and that  
 all the provisions of this deed as regards the seizure and  
 sale of the said Slaves shall be considered in full force  
 for the purpose of satisfying the said principal sum in said

note mentioned together with the interest aforesaid, And it is further covenanted  
 agreed and understood by and between the said parties that if, from the death  
 of any of the said slaves or from any other cause the said Board of Trustees  
 for the time being, shall deem the security herein provided insufficient and shall  
 satisfy the said James W Wiley thereof and require him to furnish other and  
 additional and satisfactory security in the stead of that which has been  
 lost, and the said James W Wiley shall fail to comply with such notice and require  
 within thirty days thereafter that then and in such case all of the provi-  
 sions of this deed in regard to seizure and sale of said slaves herein mention-  
 ed, shall be in full force, in like manner as for default in the payment of the  
 principal or interest of the said note. And it is also agreed & understood  
 that the provisions of this deed shall apply in full force to any renewal  
 of the said note & the interest accruing thereon, And it is also agreed  
 and understood that should any surety or sureties be hereafter on  
 such renewal substituted for those now to such note, that before the time of  
 payment of the said principal sum to the said Jas. W Wiley of January AD  
 1857 can be allowed to the said James W Wiley the consent of said sureties  
 or substituted surety or sureties must be first obtained, And it is fully under-  
 stood between the said parties that on the payment of the said sum of money  
 on said note specified and the interest thereon, that these provisions shall be  
 null & void, And it is further understood that until default shall be made  
 by the said James W Wiley in complying with the provisions <sup>herein</sup> set forth that the said  
 slaves shall remain in the possession & enjoyment of the said James W  
 Wiley, On Witness Whereof the said parties have hereunto set their hands & seals day  
 & year aforesaid

James W Wiley  
 J D Swingston  
 Trust of Board of Trustees  
 of Church &c

The State of Mississippi }  
 Madison County sit } Personally appeared before me John  
 J Cameron Clerk of the Probate Court of said County James W  
 Wiley & Samuel D Swingston who severally acknowledged  
 that they signed sealed and delivered the foregoing deed on  
 the Day and for the purposes therein specified as their act and  
 deed

Given under my hand and seal of Office  
 at Canton this 12<sup>th</sup> day of January AD 1846  
 John J Cameron Clerk

{ seal }



John Speckle & Co. Administrators } Recd for Recd 13<sup>th</sup> Aug & Received 2<sup>nd</sup> March  
decd.

Abram N. McWillie } This Indenture made this 15<sup>th</sup> day of  
December AD: one thousand eight hundred and forty five  
between John Speckle administrator of all and singular the  
goods, chattels, rights & credits of Henry Andrew decd: of the first  
part and Abram N. McWillie of the second part, (both of said  
parties being of the County of Madison & State of Mississippi)  
Witnesseth that whereas heretofore viz. at the Term Ass: 1845  
of the Probate Court of said County and State an order was made by  
said Court authorizing and directing the said party of the first  
part to sell the following described lands belonging to said Estate  
situated in said County, Viz: The South East quarter & the East half  
of the South West quarter & the West half of the North east quarter of  
section No. 13 of Township 8, of Range 2 West - The Northwest  
quarter of section No. 18, Township 8, Range 1 West; The West half  
of the South west quarter & the East half of the North east quarter  
of Section No 13, Township 8 Range 2 West - The South half and  
the west half of North west quarter of section No 7, Township 8, Range  
1 West - The South east quarter & the North half of the west half of  
the North west quarter of section No 12 of Township 8, Range 2 West  
Containing 1240 acres more or less: - And the said party of the  
first part having given forty days previous notice according to law  
of the time & place of Sale, did expose said lands to public sale  
on the premises on the said 15<sup>th</sup> day of December 1845, to the highest  
bidder: and the said party of the second part: having bid therefore  
the sum of four dollars and thirty eight cents per acre (in the aggregate  
amounting to \$ 5,431.20) for the same, which was the highest bid bid  
that any person did or would give for the same, the said lands  
were sold to him at the price of said bid, And in consideration of  
said sum of \$ 5,431.20. by the said McWillie party of the second  
part in hand paid to said party of the first part, at or before  
the sealing & delivery of this deed the receipt of which is hereby  
acknowledged the said party of the first part hath granted, bargained  
sold and conveyed: & by these presents doth grant, bargain  
sell & convey unto the said party of the second part the above  
described lands; to have & to hold unto the said party of the first  
part his heirs & assigns forever; And the said Speckle as attor:  
as of and in law doth hereby warrant & defend the title to said lands  
to the said party of the second part against all persons claiming  
under through or by the said Henry Andrew decedent

In witness whereof I have hereunto set my hand  
A Seal this 15<sup>th</sup> day of December AD 1845

J. Speckle & Co.  
Admrs

The State of Mississippi }  
Madison County } Personally appeared before me John P. Cameron Clerk of  
the Probate Court of said County, John Lipscomb who acknowledged that he signed  
sealed and delivered the foregoing deed on the day and for the purposes therein specified  
as his act and deed as administrator as in said deed specified.

Given under my hand and seal of office at  
Canton this 13<sup>th</sup> day of January 1846

John Hamilton } Recd for Record 14<sup>th</sup> January & Recorded March 5<sup>th</sup> 1846  
deed of Gift }  
John C. Hamilton & }  
William H. O. Hamilton }

Know all men by these presents that I John Hamilton  
of the County of Madison and State of Alabama, for  
and in consideration of the natural love and affection, which I bear to  
my two grand sons John C. Hamilton and William H. O. Hamilton, sons  
of Samuel Hamilton of the County of Madison, in the State of Mississippi  
as well as for the further consideration of one dollar to me, in hand paid by  
the said John C. and William H. O. Hamilton, at and before the entering  
and delivery of these presents, (the receipt whereof is hereby acknowl-  
edged), have given and granted and by these presents do give and grant  
unto the said John C. and William H. O. Hamilton their executors, admin-  
istrators and assigns, two negro slaves, to wit; Gardner a negro boy aged  
about seventeen, Adolphus a negro boy aged about fifteen to have  
and to hold the said negro slaves unto them, the John C. and William H. O.  
Hamilton, their executors, administrators and assigns forever; And the said  
John Hamilton for himself his executors, and administrators, the said  
negroes, unto the said John C. and William H. O. Hamilton, their executors  
administrators and assigns, against the claim of himself the said  
John Hamilton his executors and administrators and against the claim  
or claims of all and every person or persons, whatsoever shall and will  
warrant and forever defend them by these presents, On Testimony whereof  
the said John Hamilton has hereunto set his hand and affixed his  
seal this 24<sup>th</sup> day of December in the year of our Lord 1845

John Hamilton seal

The State of Alabama }  
Madison County } Personally appeared before the undersigned  
Judge of the 3<sup>rd</sup> Judicial Circuit Court of the State of Alabama  
John Hamilton who acknowledged that he signed sealed and  
delivered the foregoing deed of Gift, on the day and year therein  
mentioned as his own act and deed and for the purposes  
therein mentioned

Given under my hand and seal this 2<sup>nd</sup> day  
of January 1846  
Geo. W. Lane Judge seal

Jesse Brown } Recd for Recd 19<sup>th</sup> January and Recorded 3<sup>rd</sup> of March 1846

Used  
 Nathan D. Whitehead } Now all men by these presents that I Jesse Brown  
 of the County of Madison and State of Mississippi for and in consideration  
 of the sum of Five Hundred Dollars to me in hand paid by Na-  
 than D. Whitehead of same County and State the receipt of which  
 I hereby acknowledge by these presents give grant bargain sell  
 and convey and by these presents have given granted, bargain, sold,  
 conveyed and confirmed unto said Nathan D. Whitehead  
 his heirs, executors administrators and assigns the following to-wit  
 being in the Town of Canton & County and State aforesaid (viz)  
 Lot No 215 in Square No 125 fronting on Cedar Street One Hund-  
 red feet & running back unto Academy Street Two Hundred feet  
 Also Lot No 216 in Square No 125 fronting on Union Street One  
 Hundred feet and running back unto Academy Street Two Hundred  
 feet as laid out by John P. Jones together with all and singular the  
 privileges and appurtenances thereto belonging to said Lots or any part  
 appertaining to have and to hold the above granted premises to him  
 the said Nathan D. Whitehead his heirs and assigns to his or their  
 use and behoof forever and I the said Jesse Brown for myself  
 my heirs, executors and Administrators do Covenant to and with the  
 said Nathan D. Whitehead his heirs and assigns that I lawfully  
 seized in fee of the aforesaid premises that they are free from  
 all incumbrances that I have good right to sell and convey the  
 same to said Nathan D. Whitehead as aforesaid and that I will  
 and my heirs, executors and Administrators shall lawfully and  
 forever defend the same to said Nathan D. Whitehead his heirs assigns  
 against the lawful demands of all persons whatsoever, In Testimony whereof  
 I have hereunto set my hand and seal this 16<sup>th</sup> day of January AD 1846

Jesse Brown {seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk  
 Madison County, secy of of the Probate Court of said County Jesse Brown  
 who acknowledged that he signed, sealed, and delivered the foregoing deeds on the  
 day and for the purposes therein specified as his act and deed

Given under my hand and seal of Office at  
Canton this 19<sup>th</sup> day of January AD 1846

John T. Cameron Clerk

Charles A. Allen } Recd for Recd 19<sup>th</sup> January 1846 & Recorded Mar 3<sup>rd</sup> 46

Used  
 William Darnell } This Indenture made this eighteenth day of  
 August in the year of our Lord one thousand eight hundred and  
 forty five Between Charles Allen of the County of Madison  
 State of Mississippi and Helen P. his wife of the one part and  
 William Darnell of the same County and State of the other part

Witnesseth that the said Green and Helen P his wife for and in consideration of the transfer and conveyance of the West half of the South West fourth in section twenty nine and the South half of the East half of the South East fourth of section thirty in Township No 8 of Range No West, Choctaw district to the said Green by the said Warrall and Mary his wife by deed bearing even date herewith, and in consideration of one dollar in hand paid by said Warrall to the said Green and Helen P his wife at and before the executing and delivery hereof, the receipt whereof is hereby acknowledged, I have granted, bargained, sold, aliened, conveyed and conveyed unto by these presents do grant, bargain, sell, alien, convey and convey unto the said Warrall his heirs and assigns, the following described land; hereditaments and premises, lying in the County and State of said, and is designated on the general survey of the County as the South half of the west half of the North east quarter, and the North half of the west half of the South east quarter, of section twenty seven in Township No 8 of Range No West Choctaw district containing eighty acres less the same more or less, together with all and singular the improvements, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging or in anywise appertaining and the reversions and remainders, rents issues and profits thereof, and also all the estate, right, title, interest, property, power, right of dower, claim and demand whatsoever of them the said Charles P Green and Helen P his wife in law or equity or otherwise howsoever, in, to or out of the same, to have and to hold the said land, hereditaments and premises hereby granted or mentioned or intended as to be with appurtenances unto the said William Warrall his heirs and assigns to the only proper use and behoof of the said William Warrall his heirs and assigns for ever, And the said Charles P Green for himself his heirs, executor and administrators, doth covenant promise grant and agree bound unto the said William Warrall his heirs and assigns, by these presents that he the said Charles P Green; and his heirs the said land above mentioned and described tract of land, hereditaments and premises hereby granted or mentioned or intended as to be with the appurtenances unto the said William Warrall his heirs and assigns against him the said Charles P Green, and his heirs and against all and every other person or persons claiming or to claim under or by virtue of any deed or deed of Trust Mortgage or Mortgage given by said Green, to any person or persons whatsoever, and more especially against that deed of trust given by said Green to Thomas Shackelford and John G Andrews now dead, (James Ross being substituted in the place of said Andrews, since his death) shall and will warrant and forever defend by these presents. In witness whereof the said Charles P Green and Helen P his wife have hereunto set their hands and seals on the day and year first above written

The words "one hundred and twenty" being first crossed out and the word "eighty" inserted in lieu thereof and the words to the said Green first intended

C P Green {seal}

Helen P Green {seal}

J P Green

State of Mississippi

Madison County } Personally before the undersigned, a justice of the peace,  
in and for said County appeared the above named Charles B Green  
and Helen P Green his wife, the said Charles acknowledged that he signed  
sealed and delivered the foregoing deed on the day therein mentioned to the  
said William Vanull as his voluntary act and deed for the uses and pur-  
poses therein mentioned, And the said Helen being examined by me pri-  
vately and apart from her said husband, acknowledged that she signed,  
sealed and delivered the said deed for the uses therein mentioned on  
the day therein expressed, as her voluntary act and deed, without  
any threat or compulsion from her said husband, Given under  
my hand & seal 21<sup>st</sup> day of August 1845

Nancy A. Foster Justice

Mr. Vanull } Recorded 19<sup>th</sup> January Recorded 3<sup>rd</sup> February 1846  
deed

A. McNeely

State of Mississippi  
Madison County

This Indenture made this eighth day  
of November AD one thousand eight hundred and forty five between  
William Vanull of the County of Madison & State of Mississippi and  
Mary his wife of the one part and David McNeely of the same County  
and State of the other part, Witnesseth that the said Vanull and Mary  
his wife for and in consideration of the sum of one hundred dollars  
to them in Cash paid the receipt of which is hereby acknowledged  
Have granted, bargained, sold, alienated, and conveyed and by these  
presents do grant, bargain, sell, alien, and convey unto the said  
McNeely and Isabelle A his wife their heirs and assigns  
The full owing described tract of land, hereditaments and  
premises, lying in the County and State of aforesaid and is  
designated in the general survey of the County as the south  
half of the west half of the North East quarter and the North  
half of the west half of the south East quarter of section twenty  
seven in Township No 8 of Range No 3, West. Choctaw District  
Containing eight acres be the same more or less together with all &  
singular the improvements, rights, liberties, privileges hereditaments  
and appurtenances whatsoever, thereto belonging or in anywise  
appertaining and the reversion, and remainders, issues, and profits  
thereof and also all the estate, right, title, interest, property, dowry  
right of dower, claim and demand whatsoever of them the said  
William Vanull and Mary his wife in law or in equity or  
otherwise howsoever of into or out of the same, To have and to hold  
the said land, hereditaments and premises hereby granted or mention-  
ed or intended, so to be with the appurtenances unto the said  
David McNeely his heirs and assigns to the only proper use and  
behalf of the said David McNeely his heirs and assigns forever  
And the said William Vanull for himself his heirs, Executors

and Acknowledgments, doth Covenant, promise grant and agree to and with the said David McNeely his heirs and assigns, by these presents that he the said William Vanell and his heirs the said last before mentioned and described tracts of land heretofore and promises hereby granted or mentioned or intended as to be with the appurtenances unto the said David McNeely his heirs and assigns from the said William Vanell and his heirs and against all and every person or persons, claiming or to claim under or by virtue of any deed or deeds of trust mortgage or mortgages given by said Vanell to any person, whatsoever, And against any deed or deeds of trust or mortgage or mortgages given by Charles B Green from whom he purchased the above described tract of land and more especially against that deed of trust given by the said Green to Thomas Shackelford and John G. Ashurst now deceased (James Roach being substituted in the place of said Ashurst since his death.) Shall and will warrant and forever defend by these presents, In Witness whereof the said William Vanell and Mary his wife have hereunto set their hands and seals in the day and year first above written, Signed, Sealed and delivered in the presence of

Wm Vanell Seal

Mary Vanell Seal

The State of Mississippi }  
 Madison County } Personally appeared before me W. A. Hunter an acting Justice of the peace in and for said County William Vanell who acknowledged that he signed, sealed and delivered the above deed for the purpose therein named as his own voluntary act, Also at the same time and place Mary Vanell also acknowledged that she signed, sealed and delivered the above deed for the purpose therein named with full knowledge of its contents and meaning, as her own voluntary act without any fear threats or compulsion from her said husband

Given under my hand and seal this the day and year above written — W. A. Hunter J.P. Seal

W. D. Whitehead Surgo Recd for Record 19<sup>th</sup> January & Recorded May 3<sup>rd</sup> 1866

Jesse Brown } This Indenture made and entered into this fifth day of January One thousand eight hundred and fifty six between Nathan D. Whitehead and Mary D. Whitehead his wife of the first part and Jesse Brown of the second part all of the County of Madison and State of Mississippi Witnesseth that for and in consideration of the sum of Five Hundred Dollars paid by said Jesse Brown to said Nathan D. Whitehead the receipt of which is hereby acknowledged the said Nathan D. Whitehead and wife do by these presents give, grant, bargain sell and convey and by these presents have given, granted, bargain sold conveyed and confirmed unto said Jesse Brown his heirs, executors, Adminis-

trators and assigns the following land lying well being in the County  
 of Adams and known as follows to wit: The South West quarter  
 of Section thirty Township Ten Range Five East together with all &  
 singular the appurtenances thereto belonging in anywise appertain-  
 ing to have and to hold the above granted land to him the said Jesse  
 Brown his heirs and assigns to his and their use and behoof forever and I  
 the said Nathaniel P. Whitehead for my self my heirs executors and  
 Administrators do Covenant to and with said Jesse Brown his heirs &  
 assigns that I am lawfully seized in fee of the aforesaid lands and  
 that they are free from all Encumbrances and that I have good right  
 to sell and convey the same to said Jesse Brown as aforesaid and  
 that I will and my heirs, executors and Administrators shall warrant  
 and forever defend the above granted land to said Jesse Brown his  
 heirs and assigns against the lawful demands of all persons what-  
 soever.

In Testimony Whereof We have hereunto set our hand seals  
 N. P. Whitehead Seal  
 Mary M. Whitehead Seal

The State of Mississippi } Personally appeared the <sup>before</sup> undersigned an  
 Adams County } acting Justice of the Peace in & for said County  
 Mary M. Whitehead, wife of the within named N. P. Whitehead, after being  
 before me examined separate and apart from her said husband Relinquish-  
 ing the right of dower in and to the within described land  
 Witness my hand and seal this 15<sup>th</sup> day of January 1846  
 J. T. Hollinger J. P. Seal

The State of Mississippi } Personally appeared before me John T. Cameron  
 Adams County Seal } Clerk of the Probate Court of said County Nathaniel P. Whitehead (who acknowl-  
 edged that he signed, sealed and delivered the foregoing deed on this day and for  
 the purposes therein specified, as his act and deed.  
 Given under my hand and seal of Office at Canton  
 Seal this 19<sup>th</sup> day of January A. D. 1846  
 John T. Cameron Clerk

✓ Mark R. Coakrell } Recd for Recd 19<sup>th</sup> of January & Recd Feb 3<sup>rd</sup> 1846  
 Seal

Mr J. Powell } This Indenture made this the thirteenth day of  
 January one thousand eight hundred and forty six between Mark R. Coakrell  
 of the one part and William J. Powell of the other part both of the County of  
 Madison and State of Mississippi. Witness that the said Mark R.  
 Coakrell for and in consideration of the sum of five thousand and seven  
 hundred and sixty dollars to him paid by the said William J. Powell  
 at and upon the executing and delivery of these presents the receipt  
 whereof is hereby acknowledged, hath bargained and sold, aliened,  
 Released & Relinquished, and by these presents doth bargain and sell

above, release and relinquit into the said William Powell his heirs and assigns forever all that tract or parcel of land, to-wit: the west half of the North East quarter of section two township Eight Range one West, the East half of North West quarter of section two township Eight Range one West, the South half and North west quarter and West half of North East quarter of section thirty five Township Nine Range one West, the East half of North East quarter of section thirty three, Township Nine, Range one West, the West half of North West quarter and West half of East half of North West quarter of section thirty four Township Nine Range one West and the West half of West half of North East quarter of section thirty four, Township Nine Range one West, containing Nine hundred and sixty acres be the same more or less, being the same tract or parcel of land, which the said Mark R. Cockrell purchased of John Sumner, all lying in the County of said State aforesaid. It have and holdeth the said tract or parcel of land together with all the appurtenances thereunto belonging to him the said William Powell his heirs and assigns forever And the said Mark R. Cockrell for himself his heirs, executors and administrators doth Covenant and agree with the said William Powell his heirs executors and administrators, that he the said Mark R. Cockrell his heirs executors and administrators, the above described premises and every part and parcel thereof with all the appurtenances aforesaid shall and will forever warrant and defend against the claim or claims both legal & equitable of all and every person whatsoever. In testimony whereof the said Mark R. Cockrell hath hereunto affixed his hand & seal the day and year aforesaid.

Wm O'Leary  
 J. B. Manning

Mark R. Cockrell

The State of Mississippi }  
 Madison County }  
 I, Stephen M. O'Leary one of the subscribing Notaries to the foregoing deed and being duly sworn, depose and say that he and Mark R. Cockrell whose name is therein subscribed, sign, seal and deliver said deed on the day and year therein specified, and that he this deposition together with J. B. Manning the other subscribing Notary signed their names to said deed as Notaries in the presence of said Cockrell and in the presence of each other on the day aforesaid.

Given under my hand and seal of Office at Canton this 19<sup>th</sup> day of January A.D. 1826  
 John H. Manning Clerk

Not. Shackelford }  
 Seal }  
 Lucinda O'Leary }  
 This Indenture made and entered into on the twenty first day of January A.D. Eighteen hundred and forty six between Thomas Shackelford of the County of Madison, State of Mississippi

Recd. for Record 21<sup>st</sup> January & Recorded 4<sup>th</sup> March 1846



of the first part and Mrs Nancy A Clark wife of Archibald Clark of Madison County, & State of said, and Mrs Lucinda Clark wife of Angus Clark late of Madison County of said State of the County of Williamson in the State of Mississippi, Witnesseth, that whereas the Sheriff of Madison County aforesaid did by virtue of Execution of "Venditione Exponat," issued from the office of the Clerk of the Circuit Court of said County of Madison, do as Sheriff, all on the 18<sup>th</sup> day of October AD Eighteen hundred & forty one, at Canton the following described lands as the property of the said Angus Clark & Archibald Clark Viz Six five of sections No four Township No Eight of Range No Two West - Containing 80<sup>33</sup>/<sub>100</sub> acres the south half of Lot No four sect four containing 40<sup>14</sup>/<sub>100</sub> acs. the (E<sup>1</sup>/<sub>2</sub>) East half of the North East quarter of section No five contains 80<sup>12</sup>/<sub>100</sub> acres & East half of South East quarter of section five & the South half of the West half of South West quarter of section No five, 120<sup>14</sup>/<sub>100</sub> acres & East half of North East quarter of section No seven 79<sup>2</sup>/<sub>100</sub> acres & the south half of East half of South East quarter of section No seven 39<sup>64</sup>/<sub>100</sub> acres, & the North half of the East half of the South East quarter of section No seven 39<sup>64</sup>/<sub>100</sub> acres & the West half of the North West quarter of section No Eight 80<sup>06</sup>/<sub>100</sub> & the South half of the West half of the South West quarter of section No Eight 40<sup>03</sup>/<sub>100</sub> acres & the North half of the West half of the South West quarter of section No 8. 40<sup>03</sup>/<sub>100</sub> acres & the East 1/2 of No 4 of sect 8 80<sup>06</sup>/<sub>100</sub> acs & the E<sup>1</sup>/<sub>2</sub> of S E<sup>1</sup>/<sub>4</sub> of sect 8. 80<sup>06</sup>/<sub>100</sub> & the N E<sup>1</sup>/<sub>4</sub> of sect 17. 159<sup>75</sup>/<sub>100</sub> acs & the N E<sup>1</sup>/<sub>4</sub> of sect No 20. 159<sup>88</sup>/<sub>100</sub> & the S E<sup>1</sup>/<sub>4</sub> of sect No 20. 159<sup>88</sup>/<sub>100</sub> & the S E<sup>1</sup>/<sub>4</sub> of sect No 20. 159<sup>88</sup>/<sub>100</sub> acs, all in Township (8) Eight of Range No two West. - being in all fourteen hundred & thirty eight & 54<sup>100</sup>/<sub>100</sub> acres, be the same more or less - Also the E<sup>1</sup>/<sub>2</sub> of N W<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of S E<sup>1</sup>/<sub>4</sub> of section No 22 also the N<sup>1</sup>/<sub>2</sub> of the N W<sup>1</sup>/<sub>4</sub> & S<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of N W<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>2</sub> of the N<sup>1</sup>/<sub>2</sub> of N W<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of S W<sup>1</sup>/<sub>4</sub> of section No 27 Township No 8 of Range No two West, containing in all 320 acres & the said Thomas Shackelford became the purchase of the same, Now this indenture Witnesseth that for and in consideration of the said parties of the second part, having relinquished their right of power to the first mentioned Fourteen hundred and thirty eight & 54<sup>100</sup>/<sub>100</sub> acres of land herein specified before, as by their two separate deeds of relinquishment of power made and executed by the said Lucinda Clark, dated the 18<sup>th</sup> July 1844 and Nancy A Clark bearing date on the Eighth day of April 1845 and in pursuance of an agreement entered into with the said parties of the second part by the said party of the first part, hath granted bargained, sold aliened & conveyed & by these presents doth bargain, alien, sell and convey unto the said parties of the second part, all the right title, interest & claim which the said party of the first part have in & to the following described tracts & parcels of land lying & being in the County of Madison aforesaid, & sold as aforesaid to the party of the first part, on the said 18<sup>th</sup> day of October 1841 being the same land mentioned last aforesaid, in these presents Viz the E<sup>1</sup>/<sub>2</sub> of S W<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of S E<sup>1</sup>/<sub>4</sub> of section 22 also the N<sup>1</sup>/<sub>2</sub> of the

M<sup>1</sup>/<sub>4</sub> & the S<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>2</sub> of the W<sup>1</sup>/<sub>2</sub> of SW<sup>1</sup>/<sub>4</sub> & W<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of SW<sup>1</sup>/<sub>4</sub> of section No twenty seven all in Township 8 of Range No two West containing 320 acres Three hundred twenty acres, to the same man or his heirs together with all and singular the appurtenances & privileges thereto belonging or in anywise appertaining, to have and to hold the same forever, from the said party of the first part and against the claim of all persons lawfully claiming by through or under him

" In Testimony Whereof I have hereunto affixed my hand & seal on the day and year first above written  
Thos Shackelford [Seal]

The words " dated the 18<sup>th</sup> July 1844" intended before signed  
John T Cameron Clerk

The State of Mississippi }  
Madison County do } Personally appeared before me, John T Cameron, Clerk of the Probate Court of said County, Thomas Shackelford, who acknowledged that he signed, sealed and delivered the foregoing deed on the day and for the purposes therein specified as his act and deed  
Given under my hand and seal of Office at Canton this 21<sup>st</sup> day of January AD 1846  
[Seal] John T Cameron Clerk

Lucinda Clark wife of Angus Clark }  
} Recd for Record 21<sup>st</sup> February & Recorded 4<sup>th</sup> March 1846  
} This indenture made and entered into on the Eighteenth day of July AD Eighteen hundred and forty four, Between Lucinda Clark wife of Angus Clark late of the County of Madison and State of Mississippi now of the County of Wilkerson in the State of Mississippi of the first part and Thomas Shackelford of the said County of Madison of the second part, Witnesseth that for and in consideration of the said party of the second part having by deed of Council once bearing even date with these presents conveyed into the said party of the first part; jointly with Mr Nancy Clark wife of Archibald Clark of the County of Madison aforesaid the following described parcels of land lying and being in said County of Madison purchased at Sheriff's sale by the said party of the second part on the 18<sup>th</sup> day of October 1844 which will more fully appear by reference to the deed made to said Shackelford by said Sheriff recorded in Book II, pages 42, 43 & 44 in the office of the Probate Court of Madison County aforesaid known & designated as the East half of the SW<sup>1</sup>/<sub>4</sub> of section No 22 & the W<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>2</sub> of SE<sup>1</sup>/<sub>4</sub> of sect 22 & the W<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of sect 27 & S<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of sect 27 & W<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of sect 27 & W<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of sect 27 all in Township No 8 of Range No 2 West containing by Estimation Three hundred & twenty acres, the said party of the first part hath relinquished and forever quit claimed, and by these presents doth forever relinquish and quit claim unto the said Thomas Shackelford all the right of dower which the said party of the first part has or may have in and to the following described tracts of land lying and being in the County of Madison aforesaid purchased at Sheriff's sale

by the said Shackelford as the property of Angus Clark on the 18<sup>th</sup> Day of October 1841 - which will more fully appear by reference to the Sheriff's deed to said Shackelford, recorded in Book II pages 42, 43 & 44 in the office of the Probate Court of said County of Madison (viz Lots No 5, of section No Four of Township No Eight of Range No Two West, containing  $80\frac{32}{100}$  acres - The South half of Lot No four, Section No Four,  $40\frac{14}{100}$  acres & the East half of the North East quarter of section No Five  $80\frac{12}{100}$  acres and the East half of the South east quarter of Section No five & the South half of the west half of the South West quarter of section No Five  $120\frac{19}{100}$  acres & the East half of the North East quarter of section No seven  $79\frac{22}{100}$  acres & the South half of the East half of the South East quarter of section No 7,  $39\frac{91}{100}$  acres & the North half of the East half of the South East quarter of section No 7  $39\frac{91}{100}$  acres and the West half of the north West quarter of section No Eight  $80\frac{16}{100}$  acres & the South half of the West half of the North West quarter of section No 8,  $80\frac{16}{100}$  & the South half of the West half of (the west half) the South West quarter of section No Eight,  $40\frac{8}{100}$  acres, & the North half of the West half of the South West quarter of section No Eight  $40\frac{8}{100}$  acres, and the East half of the North East quarter of section No Eight,  $80\frac{16}{100}$  acres and the East half of the South East quarter of section No Eight,  $80\frac{16}{100}$  acres, and the North East quarter of sec No seventeen  $159\frac{98}{100}$  acres; and the South East quarter of section No seventeen  $159\frac{98}{100}$  & the North East quarter of section No Twenty,  $159\frac{98}{100}$  acres, all being in Township No Eight of Range No Two West containing by estimation Fourteen hundred & Thirty Eight acres &  $54\frac{100}{100}$  be the same more or less - It is Covenanted to hold the same unto the said Shackelford his heirs and assigns forever free from the claim of dower or any other claim of the said Party of the first part, her heirs and assigns.

On testimony whereof the said Party of the first part hereunto set her hand & affixed her seal on the day and year first above written.

Pucinda Clark Wife

The State of Mississippi

Madison County

Personally appeared before me James Ward the undersigned an acting Justice of said County the within named Pucinda Clark whose name is subscribed to the within deed who being by me examined separately and apart from her husband Angus Clark acknowledged that she signed, sealed, and delivered the within and foregoing deed as her act and deed, freely without any fear threat or compulsion from her said Husband.

Given under my hand and seal on the 31<sup>st</sup> day of December 1844.

James Ward Justice

State of Mississippi, of John W. Alexander, Clerk of the Probate Court in and for  
 Wilkerson County, do hereby certify that the James Ward whose name  
 appears to the acknowledgment on the annexed deed is now and was at the time  
 of signing the same an acting Justice of the Peace in and for said County, duly  
 commissioned and qualified according to Law  
 Given under my hand and seal of said Court this  
 2nd day of January AD 1846  
 John W. Alexander, Clerk  
 By H. Lewis, D.C.

Naucy A Clark wife of Archibald Clark } Recd for Record 21<sup>st</sup> January 1846 & Recorded March 4<sup>th</sup> 1846  
 of Archibald Clark } deed  
 Tho: Shackelford } This Indenture made and intended into on the Eighth  
 Naucy A Clark wife of Archibald Clark of the County of Madison & State } day of April AD Eighteen hundred and forty five, between  
 of Mississippi of the first part, and Thomas Shackelford of the same County } State of the second part, Witnesseth that for and in consideration of the said  
 Shackelford having by deed of conveyance bearing even date with these presents } conveyed to the said party of the first part jointly with Lucinda Clark wife of  
 Angus Clark late of said County of Madison the following described parcels of } land lying and being in the County of Madison aforesaid purchased at Sheriff's  
 sale as the property of the said Archibald & Angus Clark on the 18<sup>th</sup> day of } October 1841, which will more fully appear by reference to deed made to the  
 said Shackelford recorded in Book II Page 42, 43 & 44 in the office of the Probate } Court of said County, to wit: The E<sup>1</sup>/<sub>2</sub> of the SW<sup>1</sup>/<sub>4</sub> of section No. 22 & the W<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub>  
 of SE<sup>1</sup>/<sub>4</sub> of sect 26 & the NW<sup>1</sup>/<sub>4</sub> of NW<sup>1</sup>/<sub>4</sub> of sect 27 & the S<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of sect } 27 & the W<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of sect 27 of the N<sup>1</sup>/<sub>2</sub> of W<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of sect 27 & the  
 W<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of sec 27 all in Township No 8 of Range No 2 West } containing by estimation 320 acres, to the same more or less. The said Party  
 of the first part hath relinquished & forever quit claimed and by these presents } doth forever relinquish and quit claim unto the said Thomas Shackelford  
 all the rights of dower which the said party of the first part has or may } have in and to the following described lands lying and being in the County  
 of Madison aforesaid (purchased at Sheriff's Sale by the said Shackelford as } the property of the said Archibald and Angus Clark on the 18<sup>th</sup> day of October 1841  
 which will more fully appear by reference to the Sheriff's Deed to said Shackelford } Recorded in Book II Page 42, 43 & 44 in the Probate Court of said County  
 of Madison -) To wit: Lot 5 of sect 4 Township 8 Range No 2 West } containing 80 <sup>33</sup>/<sub>100</sub> acres, The South half of Lot No four sect No Four  
 40 <sup>14</sup>/<sub>100</sub> acres & the East half of the North East <sup>1</sup>/<sub>4</sub> of section No five 5 <sup>57</sup>/<sub>100</sub> } acres, & the East half of South East quarter of sect No 8 & the  
 South half of the west half of South west quarter of sect No five } 120 <sup>7</sup>/<sub>100</sub> acres, & the east half of the North East quarter of sect  
 No seven 79 <sup>22</sup>/<sub>100</sub> acres & the South half of the East half of South } East quarter of sect No 7. 39 <sup>6</sup>/<sub>100</sub> acres & the North half of the  
 East half of the South East quarter of sect 7. 39 <sup>6</sup>/<sub>100</sub> acres & the } West

West half of the North West quarter of sect No Eight  $80\frac{56}{100}$  acres  
 & the South half of the West half of the North West quarter of sect  
 No 8,  $80\frac{56}{100}$  acres & the South half of the West half of the South  
 West quarter of sect 8,  $40\frac{28}{100}$  acres & the North half of the West  
 half of SW quarter of sect No 8  $40\frac{28}{100}$  acres, & the East half  
 of the North East quarter, sect No 8,  $80\frac{56}{100}$  acres and the East half  
 of the South East quarter of section No 8,  $80\frac{56}{100}$  acres, and the North  
 East quarter of section seventeen,  $159\frac{98}{100}$  acres, & the South East  
 quarter of section seventeen (17)  $159\frac{98}{100}$  acres & the North East quarter  
 of section No twenty,  $159\frac{98}{100}$  acres, all being in Township No eight  
 of Range No two West containing by estimation Fourteen hun-  
 dred & thirty eight acres, &  $5\frac{1}{100}$  be the same more or less  
 I have and hold the same unto the said Shackelford his heirs  
 and assigns forever, from the claim for dower or any other claim  
 of the said party of the first part her heirs & assigns.

In Testimony Whereof the said Party of the  
 first part hath hereunto set her hand  
 & seal on the day & year first above written  
 Nancy A Clark seal

The State of Mississippi?

Hinds County ss } Personally appeared before me the under-  
 signed Justice of the Peace in and for said County, the within named  
 Nancy A Clark, whose name is signed to the foregoing deed, who  
 being Examined by me separately and apart from her said Husband  
 Archibald Clark, acknowledged that she signed, sealed and deli-  
 vered the within deed as her voluntary act and deed free from  
 all fear, threats or compulsion of her husband

Given under my hand & seal  
 on the 8<sup>th</sup> day of April 1845  
 H Hardy J.P. seal

State of Mississippi, Hinds County: I, Henry Smith Clerk of the Probate  
 Court of said County do hereby certify that H Hardy whose name appears  
 to the acknowledgement to the within deed, is now & was at the time of  
 his signing the same an acting Justice of the Peace in and for said County  
 & that full faith & credit is due to all his official acts as such, he being duly  
 commissioned & qualified

Given under my hand & seal of said Court at  
 Raymond this 10<sup>th</sup> day of April 1845  
 Henry Smith clerk

Stephen A Clenden & }  
 Mary Clenden }  
 deed }  
 Wm A & Charles S Smith }  
 Clenden and Mary his wife of Hinds County in the state aforesaid, in }  
 Know all men by these presents that we Stephen & }  
 Charles S Smith }  
 State of Mississippi ss }  
 do hereby certify that we Stephen & }  
 Charles S Smith }  
 State of Mississippi ss }  
 do hereby certify that we Stephen & }  
 Charles S Smith }  
 State of Mississippi ss }  
 do hereby certify that we Stephen & }  
 Charles S Smith }  
 State of Mississippi ss }  
 do hereby certify that we Stephen & }  
 Charles S Smith }

Recd for Record 23<sup>rd</sup> January & Recorded 5<sup>th</sup> March 1846

consideration of the sum of four hundred dollars to be paid by William & Charles S Smith of Madison County State aforesaid, have granted, bargained, sold and released and they these presents, do grant, bargain, sell, and release unto the said William & Charles S Smith, all that <sup>piece</sup> parcel of land, situated in Madison County State aforesaid the same being the North East quarter of section thirty five of Township Number Eight of Range Number two West, containing One hundred and sixty and Eighteen hundredths of acres of land, the same being a part of the land allotted to the said Stephen M Garden by the Commissioners appointed by the Board of Commissioners of Madison County to divide the Real Estate of the late Washington Garden; which by reference to the report of said Commissioners to said Court will fully appear together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise appertaining, to have and to hold all and singular the premises before mentioned unto the said William & Charles S Smith their heirs and assigns forever, and we do hereby bind ourselves our heirs, Executors and Administrators, to warrant and freely defend all and singular the said premises unto the said William & Charles S Smith, their heirs and assigns, against us and our heirs and against every person or persons whomsoever, lawfully claiming or to claim the same or any part thereof.

Signed sealed delivered  
in the presence of  
A Hardy

Witness our hands & seals this Eleventh day of January  
Eighteen hundred and forty five (1845)  
Stephen M Garden Seal  
Mary M Garden Seal

State of Mississippi  
Hinds County

Appeared before me the subscribed a Justice of the Peace and ex officio Notary Public of the State of Mississippi in and for Hinds County, Stephen M Garden and Mary his wife, who acknowledged that they signed sealed and delivered the within deed as their act & deed, for the purposes therein mentioned, and Mary Dawson being privately examined by me, apart and out of the hearing of her said husband whether she signed, sealed and delivered the same freely, without any fear, threats or ill usage from her said husband, acknowledged, that she signed sealed and delivered the within deed freely, without any fear, threats or ill usage of her said husband, or fear of his displeasure.

A Hardy Seal  
Justice of Peace  
and Ex officio Notary Public

Anderson Miller Me) R. for Record 22<sup>nd</sup> January, Recorded 5<sup>th</sup> March 1846

deed  
W & C S Smith } This Indenture made and entered into this 30<sup>th</sup> day of October in this year of our Lord one thousand eight hundred and forty three between Anderson Miller Marshal of the Southern District of Mississippi, of the one part, and William S Smith & Charles S Smith of the other part, Witnesses, That whereas a writ of Habeas Corpus lately issued from the Circuit Court of the United States, for the

Southern District of Mississippi, attached to the Marshal of said District at the suit of Charles Little & Co as John S. Brun judgment Rendred 22<sup>nd</sup> of November 1843 against the goods and Chattels lands and tenements of John S. Brun which said writ of alefifa levied on the following described lands to wit: E<sup>1</sup>/<sub>4</sub> N<sup>1</sup>/<sub>4</sub> & S<sup>1</sup>/<sub>4</sub> of S<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>4</sub> of S<sup>1</sup>/<sub>4</sub> & N<sup>1</sup>/<sub>4</sub> of S<sup>1</sup>/<sub>4</sub> of Section No 35 Township 8 Range two west containing two hundred acres more or less with the appurtenances, as the lands and tenements of the above named defendant John S. Brun and the said Marshal having given thirty days previous notice that the above described lands & tenements, would be sold at public auction by virtue of the said writ of alefifa on the 30<sup>th</sup> day of October 1843 between the hours of eleven o'clock A.M. and four o'clock P.M. of said day, at the Court House of Madison County, did, at the same time & place, offer said premises for sale at public auction, and the said William M. Smith & Charles L. Smith being of the second part then and there appeared and bid for the premises the sum of Twenty five Dollars, which said sum was more than any other person offered or bid for the same, where upon the said lands and tenements, were struck off to the said Wm M. & C. L. Smith they being the highest and best bidder therefor And this Indenture witnesseth, that the said Anderson Miller Marshal as aforesaid, for and in consideration of the premises and of the said sum of Twenty five Dollars, to him the said Marshal, in hand well and truly paid by the said Wm M. & C. L. Smith at and before the sealing and delivery hereof; the receipt whereof as hereby acknowledged hath this day bargained, sold, alienated and conveyed, and by these presents doth grant, bargain, sell, alien and convey unto the said William M. & Charles L. Smith their heirs and assigns forever, all and singular, the above described premises, hereditaments, privileges and appurtenances therunto belonging, or in any way appertaining, to have and to hold the said premises of the above named defendant and all the right, interest title or claim, both at law and in equity of him the said John S. Brun unto all the privilege and appurtenances, in or to the same, unto the said William M. & Charles L. Smith heirs and assigns forever

In Witness whereof, the said Anderson Miller Marshal as aforesaid, hath hereunto set his hand & seal, the day and year first above written

Anderson Miller, Seal  
 Marshal of the Southern  
 District of Mississippi

Superior Court of Chancery  
 of the State of Mississippi  
 Personally appeared before  
 R. L. Dixon Clerk of said Court, the within named Anderson

Miller Marshal of the Southern District of Mississippi who acknowledged that he signed, sealed and delivered the within instrument as his act and deed on the day and year therein named

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Jackson the 17<sup>th</sup> day of November 1843  
R. L. Milon Clerk

Seal

John S Lucas } Recorded 26<sup>th</sup> January Recorded 5<sup>th</sup> March 1846  
Little Bond }  
David B. Cantelero }

State of Mississippi  
Madison County

Know all men by these presents that the undersigned John S Lucas of the State of Kentucky is held and firmly bound unto David B. Cantelero of the County of Madison and State of Mississippi in the penal sum of five hundred dollars lawful money of the State well and truly to be paid unto the said Cantelero his heirs assigns &c.

The Condition of the above Obligation is such that whereas the above bound John S Lucas hath this day sold to the said Cantelero the following land

lying and being in Madison County shown and described as follows viz: the West half of the North East quarter of section No twenty township Number ten Range three East containing 80 acres more or less for the sum of five hundred dollars payable the first day of February Eighteen hundred fifty (1850) And if upon the payment of the above amount of five hundred dollars above mentioned the above bound John S Lucas does make or cause to be made to the said Cantelero a good and sufficient title to the above described land then this obligation is void otherwise to remain in full force in law & equity

In testimony of which the said John S Lucas hath hereunto set his hand and affixed his seal this 26<sup>th</sup> day of January 1846 and it is fully and further understood that in no event said John S Lucas is to be bound for improvements or their value put on said land above described by said David B. Cantelero or his agent

John S Lucas Seal

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

Given under my hand and seal of Office at Centere this 26<sup>th</sup> Day of January AD 1846

Seal

John P. Cameron Clerk



Saml. Hamblin Sheriff } Recd for Records at January Records 5<sup>th</sup> March 1846.  
 Need. }  
 John Montgomery }  
 This Indenture, made and entered into the 7<sup>th</sup> day of July Anno Domini, one thousand eight hundred and forty five between Samuel Hamblin, Sheriff of Madison County, Mississippi, of the first part; and John Montgomery of the second part

Witness, that whereas judgement was rendered by the Circuit Court of the County of Madison aforesaid and against William Jorner in the following case, viz; at the May Term 1838 of said Court, as aforesaid, to wit; William H. Mitchell, Oscar O. Stewart & John P. Cannon partners under the name of Mitchell Stewart & Co vs William for the sum of \$162.34 with interest at the rate of eight per cent, per annum, from date until paid and cost of suit and whereas writs of fieri facias issued from the office of Clerk of the Circuit Court aforesaid, directed to the Sheriff of Madison County aforesaid, Commanding him that of the goods and Chattels lands and Tenements, of the aforesaid William Jorner he caused to be made the sum of money mentioned in said writ, to render to the said Plaintiff at the November term A.D. 1845 of said Court, and the said Sheriff in conformity to the command of said writ did levy on the 29<sup>th</sup> day of May A.D. 1845 on the following described lot or parcel of land as the property of the said defendant Jorner lying and being in the Town of Union and County of Madison aforesaid, known as follows, to wit: the E<sup>1/2</sup> of Lot No one and part of the E<sup>1/2</sup> N<sup>1/2</sup> of section 6 Town 15p 9 Range 4 East, containing by estimation five acres, less the same more less, and the said Sheriff did advertise the same for sale according to law, and the said Samuel Hamblin, Sheriff as aforesaid on the 7<sup>th</sup> day of July A.D. 1845 did offer the same for sale at the Court House and aforesaid to the highest bidder for cash, and said John Montgomery appeared and bid twenty six dollars which was more than any other person did or would bid; now, therefore, for the consideration of the aforesaid sum of twenty six dollars to me in hand paid, the receipts of which is hereby acknowledged, I Samuel Hamblin, Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff, do hereby bargain, sell and convey to the aforesaid John Montgomery his heirs and assigns, all the right, title interest and claim of the aforesaid William Jorner in and to the aforesaid lot or parcel of land, together with all and singular the appurtenances thereto belonging or in anywise appertaining, to have and to hold the same forever, from the said William Jorner his Executors and Administrators.

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

Saml. Hamblin Sheriff

The State of Mississippi }  
 Madison County set } Personally appeared before me John P. Cannon, Clerk of  
 the Probate Court of said County Samuel H. Dublin who acknowledged that he  
 signed sealed and delivered the foregoing deed on the day and for the purposes  
 therein specified as his act and deed as Sheriff of said County  
 Given under my hand and seal of office at  
 Canton this 4<sup>th</sup> day of July A.D. 1845  
 John P. Cannon Clerk

The State of Mississippi }  
 Madison County } Know all men by these presents that I  
 John Montgomery of the County and State aforesaid for and in consideration  
 of the sum of Twenty Six Dollars to me paid by Joseph C  
 Richards at and before the sealing and delivery of these presents  
 the receipt of which is hereby acknowledged, have granted bargain  
 ed and sold and by these presents do grant bargain sell and  
 give to claim unto said Joseph C Richards his heirs and assigns  
 forever the within described premises described as E 1/2 of Lot No  
 1 and a part of E 1/2 of No 2 sec 6 T. 9. R. 4 East containing by inter  
 mation five acres more or less together with all and singular the  
 hereditaments and appurtenances therunto belonging to have and to  
 hold said premises to the said Joseph C Richards his heirs and  
 assigns forever And I the said John Montgomery covenant and  
 agree to warrant and defend the title to said premises from me my  
 heirs and all other persons claiming under me but against the  
 other persons whatsoever unto said Joseph C Richards his heirs &  
 assigns  
 Witness my hand and seal this 24<sup>th</sup> day of  
 January A.D. 1846  
 John Montgomery

The State of Mississippi } Personally appeared before me John P.  
 Madison County set } Cannon Clerk of the Probate Court of  
 said County John Montgomery who acknowledged that he signed  
 sealed and delivered the foregoing deed on the day and for the purposes  
 therein specified as his act and deed  
 Given under my hand and seal of office  
 at Canton this 24<sup>th</sup> day of January A.D. 1846  
 John P. Cannon Clerk

George A. Hendry } Recd. for Record of the January 26<sup>th</sup> and recorded 7<sup>th</sup> March 1846  
 Head }  
 Wm. H. Hendry }  
 The State of Mississippi }  
 Madison County }  
 I George A. Hendry have  
 this day bargained and sold and do hereby transfer and  
 convey to William Hendry and his heirs forever for the

✓  
 Thos Shuckelford Recd. for Record 25<sup>th</sup> Janry 1846 & Recorded 6<sup>th</sup> March  
 et al

And } This indenture made and extends unto this  
 of this 1<sup>st</sup> day of January A.D. Eighteen hundred  
 & forty six. Between Thomas Shuckelford and Sarah Shuckelford  
 of the first. and John B Moore of the second part all of  
 the County of Madison & State of Mississippi - Witnesseth  
 for and in consideration of the sum of four hundred dollars  
 to be paid to the said party of the first part by the said  
 party of the second part, on the first day of January A.D. Eighteen  
 hundred & forty six. The said party of the second part having  
 executed and delivered his promissory note for that amount to  
 the said Thomas Shuckelford, bearing even date with these  
 presents. The said parties of the first part have this bargain  
 sold, aliened and conveyed, and by these presents do bargain sell  
 alien and convey in fee simple unto the said party of the second  
 part all of the undivided half of the following described land  
 lying and being in the County aforesaid, to wit: The South  
 half of the South East half of the South East quarter of section  
 fourteen and the South half of the South West quarter of section  
 fourteen all in Township No Ten of Range No Four East, con-  
 taining by estimation, One hundred twenty & 65<sup>100</sup> acres be the  
 same more or less. To have and to hold unto the said party of the  
 second part his heirs and assigns forever. The said land  
 having been purchased by the said Thomas Shuckelford at  
 Sheriff's Sale on the sixth day of September A.D. Eighteen hun-  
 dred & forty one, as the property of Nicholas D Ingram late of  
 said County, the same having been sold as aforesaid by  
 the said Sheriff on said under and by virtue of an  
 Execution on a Judgment for \$8024 rendered at the November  
 Term 1840 of the Madison Circuit Court of the State aforesaid  
 in favor of Moses Ingram against said Nicholas D Ingram  
 which Execution was levied on the said land on the 23<sup>rd</sup>  
 day of May 1841. It is further covenanted and agreed between the  
 parties to these presents, that the said land herein conveyed &  
 intended so to be shall remain seizable by Lien (in the same  
 manner or if Mortgage to the party of the first part by the said  
 party of the second part) for the purchase money the said  
four hundred dollars, until the same shall be fully paid by  
 off and discharged by the said party of the second part  
 The interest herein conveyed & transferred, to the said party of  
 the second part - by the said party of the first part, in the  
 same interest acquired by the said party of the first part  
 by virtue of the said purchase at Sheriff's. The said interest  
 being the interest & Estate of the said Nicholas D Ingram  
 who is to said Land & premises before the sale of the same by

the said Sheriff. No other is conveyed or intended so to be by these presents. And the said party of the first shall and will forever maintain defend the title to the said Land & Premises from the Claims or claims of all persons lawfully claiming the same by & through the said parties of the first part.

In testimony whereof we have hereunto affixed our hands & seals on the day and year first above written.

Thos Shackelford {seal}  
Sarah J Shackelford {seal}

The State of Mississippi }  
Madison County sub } Personally appeared before me John P Cannon  
Clerk of the Probate Court of said County Thomas Shackelford  
and Sarah J Shackelford his wife who acknowledged that they  
signed sealed and delivered the foregoing deed on the day and for  
the purposes therein specified as their act and deed, and the said  
Sarah J wife of said Thomas Shackelford on private examination  
separate and apart from her husband acknowledged that she  
signed, sealed and delivered said deed as her voluntary act and  
deed without any fear, threats or compulsion of her said husband.

Given under my hand and seal of Office at  
Canton this 21<sup>st</sup> day of February A.D. 1844  
John P Cannon Clerk

{seal}

I hereby acknowledge payment of the said sum of money  
intended to be secured by the above and foregoing deed the  
sum of Two hundred & fifty dollars was received in satisfaction  
of the said of Two hundred Dollars expressed in the face of the  
deed.

Given under my hand and seal on the  
25<sup>th</sup> day of May 1846  
Thos Shackelford {seal}

John Camar wife } Recd of Record 26<sup>th</sup> January & Recorded 6<sup>th</sup> March 1846  
deed }  
R. J. Holiday } This indenture made and entered into this  
twenty sixth day of January A.D. Eighteen hundred and  
forty six between John Camar and Susan Camar his  
wife of the one part and Richard J Holiday of the other  
part all of the County of Madison and State of Mississippi  
Witnesseth that the said John Camar for and in consideration  
of the sum of Twenty four two hundred and forty dollars  
to them in hand paid by the said Richard J Holiday  
at and before the sealing of these presents the Receipt of which  
is hereby acknowledged have this day granted bargain  
sold and conveyed by these presents grant bargain and sell  
and convey to the said Richard J Holiday his heirs

from the following described tract of land situate  
 lying and being in the County of Madison and State of  
 Mississippi and in Section One & Eleven of Township Three  
 Range Three East and bounded as follows, Viz beginning  
 at the south East corner of the west half of Section  
 No 11 thence North 7 West 65 Chains 40 links to a post  
 on the Road leading from Canton to Sharon, thence  
 with said Road S. 28. W. 11 E. 28 links to a Stake thence S 45  
 45 N 12 Chains 40 links to a Stake thence S 54 W 25 Chains to  
 a Stake thence S 58 W 50 Chains to a Stake thence S 57 W 3  
 Chains 25 links to a stump thence South 7 East 11 Chains to  
 a Stake thence North 83 East 80 Chains to the place of beginning  
 containing by estimation two hundred and eighty nine acres  
 being all of the Tract of land owned by the aforesaid John J.  
 Camar and Lucy Ann Camar his wife lying south of the present  
 Canton and Sharon Road together with all and singular the  
 hereditaments and appurtenances thereto belonging or in  
 anywise appertaining unto the said Richard J. Holliday  
 his heirs and assigns forever and the aforesaid John  
 J. Camar and Lucy Ann his wife for themselves their  
 heirs Executors and administrators hereby Covenant  
 and agree to and with the said Richard J. Holliday his  
 heirs, Executors and administrators and assigns that they are  
 well signed in fee of the afore granted premises and have  
 good right to sell and convey the same as aforesaid, that  
 the same are conveyed free and clear of all incumbrances  
 and that they will and their heirs shall warrant and defend the  
 title to and the above described and hereby granted premises with  
 all the appurtenances unto the said Richard J. Holliday his heirs &  
 assigns against the Claims or Claims either legal or equitable of  
 all and all manner of persons whatsoever claiming as to Claim  
 said premises or any part thereof forever by these presents  
 In testimony whereof the said John J. Camar and Lucy Ann Camar his  
 wife have hereunto set their hands and affixed their seals this day  
 and year first above written

J. Camar Seal  
 L. A. Camar Seal

The State of Mississippi, Personally appeared before me an acting Justice  
 Madison County, J. of the peace in and for said County John J.  
 Camar and Lucy Ann Camar his wife who acknowledged that they signed  
 sealed, and delivered the foregoing deed on the day and for the purposes therein  
 specified as their act and deed and the said Lucy Ann Camar wife of  
 John J. Camar on a private examination separate and apart from  
 her husband acknowledged that she signed, sealed and delivered  
 said deed as her voluntary act and deed without any threats or

Compulsion of her said husband

Given under my hands and seal this 21<sup>st</sup> day of January 1846

R. E. Howard Esq.

Don't Saml. Ruff Records 21<sup>st</sup> January Recorded 7<sup>th</sup> March 1846

Deeds met  
 C. M. Maxwell. This indenture made and entered into this twenty  
 sixth day of January 1846, between Samuel Ruff and of Anna Saml. Ruff his wife of  
 the first part and Edmund R. Howard of the second part all  
 of the County of Madison and State of Mississippi and John  
 Selous of the County of Warren State of Kentucky of the third part  
 witnesses. That the said party of the first part hath this day  
 for and in consideration of Five dollars to them in hand paid  
 by the said party of the second part, at and before the sealing  
 of these presents the receipt of which is hereby acknowledged and  
 for the further covenants hereinafter specified, granted, bargained  
 and sold and by these presents doth grant, bargain, sell and convey  
 and confirm unto the party of the second part, His Heirs and  
 assigns forever the following described tract or parcel of Land  
 Situate, lying and being in the County of Madison State of Missis-  
 sippi aforesaid and described as follows Viz. The East half of the  
 North East quarter of section Number Twenty of Township Number  
 Two of Range Number Three East. Also the North West quarter of  
 section Number Twenty one said Township and same Range.  
 Also the East half of the South East quarter of Section Seventeen  
 same Township, same Range containing in all three hundred and  
 nineteen and ninety three hundredths acres, to the same more or less,  
 to have and to hold the said above described Land with the privileges  
 and appurtenances unto the said party of the second part, His  
 Heirs, Executors Administrators and assigns forever; And the said party  
 of the first part for themselves, their Heirs, Executors and Administrators  
 do hereby Covenant and agree to and with the said party of the second  
 part his Heirs &c. that they are well seized in fee of the aforesaid  
 premises, that they have a good right to sell and convey the same  
 as aforesaid and that they will and their Heirs shall warrant  
 and forever defend the title to said above described premises with the  
 appurtenances to the said party of the second part his Heirs &c.  
 against all persons whatsoever claiming or to claim the same  
 in any part thereof forever by these presents, this conveyance  
 is nevertheless made upon the full and true and considering  
 to wit; That the said party of the first part is justly  
 indebted to the party of the third part in the sum of Twenty  
 seven hundred dollars evidenced by three several promissory  
 Notes made by the said party of the first part in favor

The state of Mississippi has a knowledge full date facts from the record notes placed in the county Clerk's book and hereby declare the  
 same to be true and correct as the same are shown by the records of the County Clerk of Madison County Mississippi  
 R. E. Howard Esq.

of the party of the third part, One for the sum of Nine hundred dollars due and payable the first day of February 1847 One for the sum of Nine hundred dollars due and payable the first of February 1848, One for the sum of Nine hundred dollars due and payable the first of February 1849. Now if the said party of the first part shall miss and truly pay or cause to be paid to the said party of the third part his heirs or assigns the above described Notes at the time the same shall become due and payable, then this Conveyance to be null and void any thing herein contained to the contrary notwithstanding. But should said party of the first part fail or refuse to pay or cause to be paid to said party of the third part, his heirs or assigns the above notes or any part thereof when the same shall become due and payable, then and in any such case and at all times when default is made it is understood and agreed by and between the said parties of the first part and the party of the second part that the said party of the second part shall be at liberty and he is hereby required and it is made his especial duty to advertise and sell the property above described in any portions thereof that may be necessary to pay said Notes or any portions thereof that may remain due and unpaid upon giving five days Notice of advertisement posted up at Court in Madison County. And it is further understood and agreed that in the event of a sale under the foregoing provisions that the said party of the second part shall execute to the purchaser or purchasers a deed or deeds of conveyance for the lands so sold. And it is further understood and agreed by and between said parties that until default is made in the premises said party of the first part shall remain in the possession of said Land and take and enjoy all the rents issues and profits thereof without the hindrance or molestation of any sort from said Party of second part his Executors, Administrators or assigns.

And Witness whereof the said parties of the first, second, and third part, have hereunto set their Hands and seals the day & year above mentioned

Isaac B. Cantelth seal  
 J. H. Cantelth seal  
 Edmund H. Powell seal  
 John T. Lucas seal

The State of Mississippi  
 Madison County ss Personally appeared before me John T. Cantelth Clerk of the Probate Court of said County, Isaac B. Cantelth and Joanna H. Cantelth his wife and Edw. H. Powell and John T. Lucas who severally acknowledged that they signed, sealed and delivered the foregoing deed

on the day and for the purposes therein specified as their act and deed  
And the said Governor of Wife of said Lovick Summitt on a private exam-  
ination separate and apart from her husband acknowledged that she  
signed, sealed and delivered said deed as her voluntary act and deed  
without any fear, threats or compulsion of her said husband

Given under my hand and seal of Office at Canton  
this 26<sup>th</sup> day of January A.D. 1846  
John P. Cameron Clerk

Duncan Govt Collector R. for Records & Jury Recorded 7<sup>th</sup> March 1846

Deed  
Willie Byrnes  
I, Duncan Govt Tax Collector for the  
County of Madison this day according to law sell the tract of land  
to wit the whole of section twenty nine, Township eight Range three  
East, West half (of North West quarter & South  
West quarter & North half, East half of South East quarter section  
twenty eight Township eight Range three East, The North East quarter  
of section thirty, the North East quarter & East half of South East  
quarter of section thirty, West half of section thirty one, the West half  
& East half of South East quarter section twenty, The South  
West quarter of section seventeen East quarter of East quarter  
section seventeen, as the property of Land M. P. B. & Co. of Madison  
for the taxes due thereon for the year 1843 to wit the sum of sixty nine  
82 1/100 dollars when Willie Byrnes being the tax holder at the same  
seventy 93 1/100 dollars, I therefore sell & convey said land to said Byrnes  
his heirs &c. forever, Given under my hand and seal this 30<sup>th</sup> day  
of October 1843

Duncan Govt Collector  
J. P. Cameron

The State of Mississippi. Personally appeared before me  
Madison County, at John P. Cameron, Clerk of the  
Probate Court of said County Duncan Govt, who acknowledged  
that he signed, sealed and delivered the foregoing deed on the day  
and for the purposes therein specified as his act and deed as  
Tax Collector of said County

Given under my hand and seal of Office  
at Canton this 30<sup>th</sup> day of October A.D. 1843  
John P. Cameron Clerk  
By M. C. Carter



George D Henry } Recd for Record 26<sup>th</sup> January Recorded 7<sup>th</sup> March 1846  
Deed }  
Wm Priestley }

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

G. George D Henry have this day bargained and sold and do hereby transfer and convey to William Priestley and his heirs forever, for the Consideration of Eight hundred dollars to me paid by the said William Priestley, the receipt whereof is hereby acknowledged, a certain lot or parcel of land lying and being in the Town of Canton County of Madison aforesaid, known and described as follows, to wit: Beginning on the East side of Liberty Street, at the South West Corner of Lot Number one and Square Number Seven, running from thence South along the East side of said Street the distance of One hundred feet, from thence East the distance of Four hundred feet, from thence North the distance of One hundred feet, from thence West the distance of Four hundred feet to the beginning, Together with all and singular the privileges and appurtenances to the said lot or parcel of land in anywise appertaining or belonging, to have and to hold the same to him the said William Priestley his heirs and assigns to his and their use and behoof forever, I do covenant with the said William Priestley that I am lawfully seized in fee of said lot or parcel of land, with the privileges and appurtenances, - have a good right to convey - and that the same is unincumbered. I do further covenant and bind myself - my heirs and representatives, to warrant and forever defend the same, and every part thereof to the said William Priestley his heirs and assigns against the demands or claims of all and every person or persons whatsoever - In testimony whereof I the said George D Henry have hereunto set my hand and affixed my seal this twenty sixth day of January AD one thousand eight hundred and forty six

George D Henry { seal }

The State of Mississippi } Personally appeared before me John  
Madison County } Clerk of the Probate Court  
of said County George D Henry who acknowledged that he  
signed, sealed and delivered the foregoing deed on the day and  
for the purposes therein specified as his act and deed

Given under my hand and seal of Office  
at Canton this 26<sup>th</sup> day of January AD 1846  
John J Cameron Clerk

W. Priestley } Recd for Record 26<sup>th</sup> January Recorded March 9<sup>th</sup> 1846  
Mortgage }  
George D Henry }

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

G. William Priestley have this day bargained and

The State of Mississippi, I hereby acknowledge full satisfaction for the debt intended to be secured by the amount paid and money Madison County out clear and forever discharge the property thereby conveyed from all further liability for the same Given under my hand and seal this 20th day of January AD 1846

and do hereby transfer and convey to George A. Hardy and his heirs forever, for the consideration of One dollar to me paid, a certain tract or parcel of land lying and being in the town of Canton County of Madison aforesaid, known and described as follows, to-wit: Beginning on the East side of Liberty Street at the South West corner of the Number one and Square Number seven running from thence South along the East side of said Street the distance of One hundred feet, from thence East the distance of Four hundred feet, from thence North the distance of One hundred feet, from thence West the distance of Four hundred feet to the beginning, together with all and singular, the privileges and appurtenances to the said lot or parcel of land in anywise appertaining or belonging. I have and hold the same to the said George A. Hardy his heirs and assigns forever. I do Covenant with the said George A. Hardy that I and lawfully seized of said Lot or parcel of land have a good right to convey it - and that the same is unincumbered, I do further Covenant and bind myself, my heirs, and representatives to warrant and firm defend the title to the said lot or parcel of land and every part thereof, together with all and singular the privileges and appurtenances thereunto in anywise appertaining or belonging to the said George A. Hardy his heirs and assigns against the demands or claims of all and every person or persons whatsoever. Provided always Nevertheless that this Conveyance is made for the purpose and upon the Conditions, herein specified and no other, that is to say to secure the payment of two certain promissory notes under seal bearing even date with these presents each for the sum of two hundred dollars, drawn by the said Wm Prustley and payable to the said George A. Hardy, One due and payable twenty four months after date, the other due and payable thirty six months after date, And if the said William Prustley his heirs, executors, administrators or assigns, shall well and truly pay and satisfy the said Notes, then this Conveyance shall be absolutely, utterly and entirely Null and void, and of no effect Whatsoever. It thence to remain in full force and effect, In Testimony Whereof I the said William Prustley have hereunto set my hand and affixed my seal, this twenty sixth day of January AD one thousand eight hundred and forty six

William Prustley

The State of Mississippi }  
Madison County } Personally appeared before me of the Honor-  
able Clerk of the Probate Court of said County William Prustley who  
acknowledged that he signed, sealed and delivered the foregoing  
Deed on the day and for the purposes therein specified as his  
act and deed

Given under my hand and seal of office  
at Canton this 25th day of January AD 1846

John J. Cannon

Seal

F. S. Hunt } Recd for Recd March 7<sup>th</sup> Recorded March 9<sup>th</sup> 1846

Recd  
 A. W. McGowan } This Indenture made this 10<sup>th</sup> day of February  
 1846 between Fidelis S. Hunt assigned in Bankruptcy of  
 the first part and A. W. McGowan of the second part, the  
 nature, that whereas lately in the District Court of the United  
 States for the Southern District of Mississippi, to-wit, on the  
 5<sup>th</sup> day of February 1842, William H. Herring & Bennett  
 of the County of Adams in said district filed their Petition  
 praying to be discharged from their debts as bankrupts & on  
 the 8<sup>th</sup> day of November 1842 said Herring & Bennett were  
 by an order of said Court duly declared, adjudged and deemed  
 bankrupt according to the provisions of the act of Congress  
 entitled "an act to establish a uniform system of Bankruptcy  
 throughout the United States," approved Aug. 19. 1841. And whereas  
 the said Bennett & Herring having surrendered as part of their assets  
 the following described lands to-wit, fractional sec 17  
 R. 2 E. also Mr. W. Sec 4 Mr. Sec 5 sec 15 Sec 23 W. W. 7 N. 4  
 S. 27. Mr. W. Sec 4 Sec 9 N. 4 Sec 10 Sec 11 Sec 12 Sec 13 Sec 14 Sec 15  
 S. 23 7 17. R. 2 E. W. Sec 25 N. 4 S. 12 7 18. R. 5 E. N. 4 S. 18. Wholly  
 S. 24 7 18 R. 2 E. N. 4 Sec 9. E. Sec 4 S. 30 7 17. R. 3 E. in Carroll County  
 Miss. Also N. 4 Sec 4 Sec 5 Sec 6 Sec 7 Sec 8 Sec 9 Sec 10 Sec 11 Sec 12  
 S. 25. W. Sec 4 S. 4. 7 10 R. 3 E. Mr. N. 4 S. 7. 9. R. 4 E. E.  
 S. 33. N. 4 S. 34. W. Sec 22 W. N. 4 S. 14 E. 1/2. N. 4 S. 17. 1/2. S. 17  
 S. 15. 7 11. R. 3 E. N. 4 Sec 6. E. N. 4 S. 17. N. 4 S. 20 7 10. R. 3 E.  
 Mr. N. 4 S. 2. 7 9. R. 2 E. E. N. 4 S. 17. N. 4 S. 34. N. 4 S. 21.  
 N. 4 S. 28. E. Sec 4 S. 30. S. 4 S. 29. Mr. N. 4 S. 32. S. 17. S. 28. S. 17  
 27. 7 12. R. 4 E. Conty 37 63 acres more or less in Madison  
 Co. Also N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17.  
 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17.  
 S. 17. E. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17.  
 West Conty about 1600 acres in Gay County, also N. 4 S. 17. N. 4 S. 17.  
 N. Sec 34. 7 17. R. 2 E. N. 4 S. 17. 7 16. R. 2 E. N. 4 S. 17. N. 4 S. 17. N. 4 S. 17.  
 Sec 21. 7 13. R. 3 E. Conty about 1434 acres in Holmes County, and  
 the said Fidelis S. Hunt having been appointed assignee in Bankruptcy  
 by said aforesaid proceeded to advertise said lands according to the  
 rules of said Court in the Southern Reformer a Newspaper published in the  
 City of Jackson for thirty days, and on the 10<sup>th</sup> day of Feb. 1846 offered said  
 lands for sale at Public Auction when the said party of the second part appeared  
 and bid for the same the sum of two thousand dollars (said sale being between  
 the hours of 11 o'clock A. M. & 4 o'clock P. M. of said day) and said lands were  
 struck off to him at that price. Now this Indenture Witnesseth that the said  
 party of the first part for and in Consideration of the premises and of the said  
 sum of two thousand dollars he him in hand paid, with this day bargained sold  
 and delivered to the said party of the second part of his heirs & assigns forever, all  
 & singular the before described premises with all the lites & interests of said Bennett

of Ferriday, then him. In witness whereof I have hereunto set my hand & affixed my seal the day & year first above written.

J. A. Hunt Seal

State of Mississippi

Magistrate in Rankin County

Rankin County ss Personally appeared before me John M. Ruffield Clerk of the High Court of Error and Appeals the within named Fidelis J. Hunt a Magistrate who acknowledged that he signed sealed and delivered the within deed on the day and year therein mentioned as his act and deed.

Seal

Given under my hand and the seal of said High Court this Eleventh day of February A.D. 1846

J. M. Ruffield Clerk

H. W. McKinney Received for Record Recorded 10<sup>th</sup> March 1846

Mortgage

J. Charles Goergin } Know all men by these presents, that H. W. McKinney for the Consideration of One dollar and the further Consideration hereinafter mentioned have this day bargained and sold and by these presents do bargain sell and transfer unto Francis Charles Goergin all the Cotton which I may receive during the year 1846. to have and to hold the same to his only use and behoof free from the Claim of myself and all others. Nevertheless this Bill of sale is made on the following Conditions, to wit: Whereas the said H. W. McKinney is indebted to the said Francis Charles Goergin in the sum of One thousand and twenty four dollars evidenced by note dated February 15<sup>th</sup> 1846. and due on or before the 15<sup>th</sup> day of October thereafter, Conditioned that the same may be discharged by the delivery of thirty two Bales of Cotton averaging 400 pounds, each bale, and quality averaging middling fair, on or before the 15<sup>th</sup> day of October next. After the date of said note at the County room of Clarendon in the City of New Orleans. Now this Mortgage is made to secure the payment or discharge of said note according to its terms, and if the said McKinney shall pay or discharge said note at maturity then this Covenant to be void, otherwise to remain in full force and virtue in Law. Witness my hand and seal this 10<sup>th</sup> day of March 1846

The State of Mississippi

H. W. McKinney Seal

Madison County ss Personally appeared before me John D. Cameron Clerk of the Probate Court of said County H. W. McKinney who acknowledged that he signed sealed and delivered the foregoing deed on the day and for the purposes therein specified as his act and deed.

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

John D. Cameron Clerk

Seal

James Loggins Adm<sup>r</sup> Received for Record Recorded 16<sup>th</sup> March 1846

Mary Loggins } The State of Mississippi } This Indenture made and entered into this 27<sup>th</sup> day of December 1844 by and between James Loggins as Administrator of the Estate of Abner Sholan of the first part and Mary Loggins of the second part. Witnesseth Whereas the said James Loggins

was appointed administrator de bonis non with the will annexed of the estate of said Abm Sholar deceased by the Probate Court of the County of state aforesaid, and whereas the personal Estate of said Sholar deceased was insufficient to pay the debts owing by said Abm Sholar, and said Estate declared insolvent, and the said administrator having so shown to the Probate Court aforesaid as the Statute direct in such Case, and Application being made to said Court to sell the land to pay the debts said Court ordered a Citation to issue returnable to the November Term 1844 of said Court at which Term no person appeared and showed Cause why the following land should not be sold to wit. Wm of Egn of N. C. 1/4 Section 3. 3. 9 Range 4 East Containing 49 acres more or less lying being in the County of Madison aforesaid. Whereupon said Court on the 13<sup>th</sup> Day of November 1844 said Court ordered and decreed said administrator to sell said land. Whereupon said administrator James Loggins having advertised said land to be sold as the Law direct, at the Court House in said County on the 27<sup>th</sup> Day of December 1844 said Mary Loggins appeared at said time and place and the same being offered at Public sale between the legal hours of sale the said Mary bid for said land the sum of One dollar per acre which was more than any other person did or would bid for the same. Now for and in Consideration of the sum aforesaid bid by said Mary Loggins to said party of the first part in hand paid, the receipt whereof is hereby acknowledged the said party of the first part has bargained sold and conveyed, and does by these Presents bargain sell and convey to said Mary Loggins all the right title interest and Claim of the said Abm Sholar deceased in in to the above described land To have and to hold the same to the said Mary Loggins her heirs & assigns free from all Claim or title of the said Sholar hers and all persons Claiming by through or under them, And I the said James Loggins as administrator as aforesaid hereby warrant and Covenant with the said Mary that I have fully Complied with the Law in such Case made & provided, and that the said Mary her heirs and assigns shall hold possess and enjoy the said land as fully perfectly and completely as the said Abm Sholar held the same and by the same tenor of title.

In testimony whereof I have hereunto set my hand & seal as administrator as aforesaid

James Loggins administrator  
of the Estate of Abm Sholar deceased

The State of Mississippi  
Madison County at 3 Casually appeared before me John J. Cannon Clerk of the Probate Court of said County James Loggins who acknowledged that he signed sealed and delivered the foregoing deed on the day and for the purposes therein specified as his act and deed as Administrator of Abm Sholar dec<sup>d</sup> as in said deed specified

Seal

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

John J. Cannon Clerk

✓ A. M. Macgowan Received for Record 7<sup>th</sup> & Recorded 17<sup>th</sup> March 1846

Power Attorney  
Wm Gortley

I know all men by their Parents. That I Abraham M Macgowan of the County of Adams & State of Mississippi do hereby constitute and appoint William Gortley of the County of Yazoo and same State my true & lawful attorney for me and in my name to sell and dispose of any of the land lying in Yazoo, Madison, Holmes & Carroll Counties in said State which were purchased by me in my name, at the sale in Bankruptcy of J. A. Hunt assignee of William Ferriday and Mining, S. Bennett in Jackson on the 10<sup>th</sup> day of February 1846. and which are described in the deed made by said Hunt to me as the purchaser of said land now in my possession and dated February 10<sup>th</sup> 1846. a list of which lands accompanies this power of Attorney, said sale to be made at such prices for Cash or on a Credit not exceeding One, two, three or four years, as to my said Attorney shall deem best, and upon any such sale, I authorize my said Attorney for me and in my name, to be to make deeds of Conveyance thereof, to the purchaser duly executed and acknowledged, said Attorney at the same time taking notes with a Mortgage and other security if he deems it necessary to receive the purchase Money when sales shall be made on a Credit, or hand the notes when executed to me, also to pay over all moneys after deducting incidental expenses of his Commissions for selling, to me or to my authorized agent.

Witness my hand and seal this twenty third day of February

A.D. 1846.

State of Mississippi  
Madison County

Personally appeared before me James A. Burns Judge of Probates in and for said County and State of said A. M. Macgowan who acknowledged that he signed sealed & delivered the within Power of Attorney as his act -  
Deed on the day and year therein mentioned, and for the purpose therein contained -

Witness my hand & seal this the 23<sup>rd</sup> of February A.D. 1846

J. A. Burns Judge

✓ A. D. Manning Received for Record & Recorded 17<sup>th</sup> March 1846

Deed

Mark R. Cokerill This Indenture, made & entered into this 5<sup>th</sup> day of March 1846 between A. D. Manning of the County of Madison & State of Mississippi of the one part, and Mark R. Cokerill of the other part. Witnesses that the sd. A. D. Manning of the first part, for in Consideration of four thousand dollars to him in hand paid (the receipt whereof is hereby acknowledged) by the sd. Mark R. Cokerill of the second part, sd. Manning has this day bargained, sold, aliened & conveyed, to the said Mark R. his heirs & assigns forever a certain tract of land lying on the waters of Perkinson Creek in the County of Madison State of Mississippi known & described in the plan of Survey for sd. County as N 1/2 of Sect 20. N 1/2 of N W 1/4 Sect 20. E 1/2 of N E 1/4 Sect 19. E 1/2 of N W 1/4 Sect 29 and N E 1/4 of Sect 29. N 1/2 of N W 1/4 of Sect 28 except 10 acres off of the North end of the last mentioned Eighth, all in Township 9 N. 1 East. Containing by estimation seven hundred & eighty eight acres be the same more or less To have & to hold the sd. tract of land together with all the appurtenances

thereunto belonging to the said M. R. his heirs assigns forever - and the sd A.B. Manning Covenant for & with the sd Mark R. his heirs &c that he will warrant & defend to him & Mark R. all the right title claim or interest that he has or may have in sd lands by virtue of a deed from second husband former Sheriff of Madison County Miss bearing date the 17th day of January 1842

In testimony Whereof I have herewith set my hand & seal the day & date 1st above written.

S. C. Black - Deed.

A. B. Manning Seal

The State of Mississippi Personally appeared before me G. A. Garrison an acting Justice of the Peace in and for said County A. B. Manning, who acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed, done on the day and date mentioned & for the purposes therein specified Given under my hand and seal

at Canton this 14th day of March A.D. 1846.

G. A. Garrison J. P. Seal

C. M. Matlock & others Received for Record Recorded March 17th 1846

Deed

Mr P. Perkins } State of Mississippi }  
Madison County } This Indenture made and entered into this the 11th day of March 1846 by and between Charles M. Matlock Mary his wife and E. J. Cobb and Elizabeth his wife, and Harriet S. Stephens by her Guardian Charles M. Matlock the said Harriet being a minor, and being this day ordered by the Probate Court of said County, by her Guardian to make a deed of release to an William P. Perkins, all of the County of Madison aforesaid of the first part, and William P. Perkins of the second part. (Witnesses, Thomas Am John Stephens the father of said Mary, Elizabeth & Harriet S. Stephens departed this life intestate seized of the following lands to-wit: 1/2 of N 1/4 of E 1/2 of N 1/4 section 36 & 10 Range 2 East lying in the County aforesaid. Which said lands were sold by one John Stephens of Catherine S. Stephens Administrators & Administratrix of said John Stephens estate to said Perkins for the sum of four thousand Dollars which said sum except about \$700. due owing by one E. H. Powell has been received by said his from said administrators and administratrix. And the said heirs of said John Stephens being desirous to confirm said sale and to return the amount received by them for said land: Now for and in Consideration of the premises the said parties of the first part have bargained released and quit claimed, and do by these presents bargain sell and release and quit claim to said William P. Perkins all their right, title, interest and claim in & to the above described land &c to have and to hold the same to the said William P. Perkins his heirs assigns forever free from the said parties of the first part their heirs and assigns or any person claiming or to claim the same by through or under them or either of them.

In testimony Whereof the said parties of the first part have herewith set their hands & seals the day & year first above written

C. M. Matlock Seal

Mary Mallo 1826  
 - E. S. Lobb 1826  
 Elizabeth Lobb 1826  
 - Est. Mallock Guardian 1826  
 - for Harriet S. Stephens 1826

State of Mississippi  
 Madison County } Primarily appeared before me Sept. 3. J. Hollingsworth as a Justice  
 Justice of the Peace in said County the above named Charles M. Mallock &  
 his wife Mary - E. S. Lobb & his wife Elizabeth and Charles M. Mallock as Guard-  
 -ian of Harriet S. Stephens - the said Charles in his own right and as Guardian  
 of E. S. Lobb who acknowledge that they signed sealed and delivered the foregoing  
 deed on the day and year therein mentioned and for the purposes therein specified  
 also appeared before me the said Mary & Elizabeth who being examined by me  
 separate and apart from their respective husbands & acknowledged that they  
 signed sealed and delivered the foregoing deed freely voluntarily, and without fear  
 threat or Compulsion from their respective husbands -

Given under my hand and seal this 18<sup>th</sup> March 1826  
 Sept. 3. J. Hollingsworth 1826

J. C. Moore & wife Received for Record & Recorded 17<sup>th</sup> March 1826

Deed  
 Wm. P. Perkins } This Indenture made this Seventh day of March Eighteen  
 hundred and forty six by James C. Moore and Margaret A. Moore wife  
 of the said James C. and his at Law of John Stephens deceased of his own  
 part and William P. Perkins of the other part all of the County of Madison  
 and state of Mississippi - Witnesseth that for and in Consideration of the  
 sum of One dollar in hand paid the receipt whereof is hereby acknowledged  
 - shall remain released and by their Parents doth remain released and quit  
 - Claim to all that tract or parcel of Land of which the said John Stephens  
 died seized of known as the West half of the North East quarter and the East  
 half of the North East quarter of Section Number 36 of Towns first Number  
 10 and of Range Number 3 East. Containing 140 acres more or less which  
 said Land was sold by John Stone Jr and Catherine S. Stephens, a domestic  
 and administratrix of said John Stephens deceased, and deeded to William P.  
 Perkins said bearing date the 18<sup>th</sup> day of May 1839 and Recorded in Book G. pages  
 208 and 209 in Office of Probate for the County of Madison and state aforesaid  
 which said deed was not made according to Law - Now therefore we  
 the said James C. Moore and Margaret A. his wife do release and quit  
 - Claim to all our right title Claim and interest of whatsoever nature  
 or description as heirs at Law of the said John Stephens deceased by the  
 above described premises - unto the said William P. Perkins his heirs and assigns  
 and also we the parties of the first do hereby release and quit Claim to  
 any interest and all interest in said Lands that we might have in the  
 dower of Catherine S. Stephens widow of the late John Stephens deceased, which  
 said Dower was relinquished by the said Catherine S. Stephens to William P. Perkins  
 on the 4<sup>th</sup> of June 1839 and Recorded in Book G. pages 200 and 201.  
 In testimony we have hereunto set our



Heads and affixed our seals the day and date above written

Jas. C. Moore Seal

The State of Mississippi  
Madison County

Margaret A. Moore Seal

Personally appeared before the undersigned an acting Justice of the Peace in and for said County James C. Moore the grantor of the within deed of Conveyance who acknowledges that he signed sealed and delivered the within deed for the purposes therein expressed - also Margaret A. Moore wife of the above named James C. Moore at the same time after being by me examined separate and apart from her said husband acknowledges that she signed the within deed of Conveyance and that she freely relinquishes her right of dower in & to the said land to William S. Perkins, and that the same is her own and voluntary act and deed, without fear threat or Compulsion of her said husband

Witness my hand and seal this 9<sup>th</sup> Day of March 1846

J. J. Hollingsworth J.P. Seal

John A. Thompson Adm<sup>r</sup> Received for Record 26<sup>th</sup> January 1846 ended 17<sup>th</sup> March 1846  
Deed

Memph. S. Bacon

This Indenture made by and between John A. Thompson administrator of the estate of John G. Witherspoon deceased of the County of Copiah and State of Mississippi of the first part and Memphis S. Bacon of the County of Madison and State above mentioned of the second part. Witnesseth that John A. Thompson of the first - in pursuance of an order of the Hon<sup>ble</sup> the Probate Court of the County of Copiah at its September Term thereof 1844, did legally advertise and proceed to sell at the Court House door of the County of Madison and State aforesaid on a Credit of twelve months the following described land lying and being in the County of Madison and State above mentioned North N<sup>1</sup>/<sub>4</sub> Sec 5 T 10 N. 4 East

And Memphis S. Bacon being the highest and best bidder at the sum of Eighty dollars to me in hand paid I do bargain sell grant and deliver to the said Memphis S. Bacon all the right title and interest of the said John G. Witherspoon deceased his heirs and assigns to the above mentioned land. I warrant the title of the above described land against all Claims whatsoever - Jackson January 14<sup>th</sup> 1846

J. A. Thompson adm<sup>r</sup> of the Estate of J. G. Witherspoon

State of Mississippi

Madison County

Personally appeared before the undersigned Justice in and for said County John A. Thompson who acknowledges that he signed sealed and delivered the within deed as his own act and deed and for the purposes therein specified

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

W. H. Taylor J.P. Seal

A. M. Myby, Received for Record 28<sup>th</sup> January & Recorded 18<sup>th</sup> March 1846  
 Bill sale } State of Mississippi  
 A. M. Myby } Madison County } Know all men by these presents, that I  
 Alfred M. Myby of the County and State aforesaid, for and in Consideration  
 of the sum of Twelve hundred dollars to me in hand paid the receipt  
 is hereby acknowledged have bargained, sold and delivered and by these presents  
 do bargain sell and deliver to James W. Myby the following described Negroes,  
 Man for life to wit Colon about 26 years of age Sun and Child, a boy  
 unnamed, do have and to hold to the said James W. Myby his heirs and  
 assigns forever. In testimony whereof I have hereunto set my hand  
 and affixed my seal - January 28<sup>th</sup> 1846

Test R. M. Myby  
 The State of Mississippi Personally appeared before me John P. Cameron  
 Madison County not a Clerk of the Probate Court of said County Alfred  
 M. Myby who acknowledged that he signed sealed and delivered the forgo-  
 ing instrument on the day and for the purposes therein specified as his  
 act and deed. Given under my hand and seal of office  
 at Canton this 28<sup>th</sup> Day of January A.D. 1846  
 John P. Cameron Clerk

A. J. Shrick wife Received for Record 28<sup>th</sup> January & Recorded 18<sup>th</sup> March 1846  
 Deed  
 N. B. Whithead } His Indenture, made this the seventeenth day of  
 February A.D. 1846 hundred and forty five, between Amos J. Shrick and Martha  
 M. Shrick wife of said A. J. Shrick of the County of Copiah and State of  
 Mississippi of the first part, and Nathan B. Whithead of the County of Wash-  
 ington and State of the second part, Witnesseth that the said party  
 of the first part for and in Consideration of the sum of Three thousand dol-  
 lars in hand paid by the party of the second part, the receipt whereof is  
 hereby acknowledged have granted, bargained, sold released and confirmed  
 And by these presents do grant, bargain sell and confirm unto the said  
 party of the second part and his heirs and assigns forever all the following  
 described land lying in the County of Madison and State aforesaid (viz)  
 N E 1/4 of Section 25. T. 10 N. 4 East. Conty 140. 00/100 acrs. N 1/2 of 1/2 of  
 Sec. 25. T. 10 N. 4 East Conty 40. 11/100 acrs. - N 1/2 of Section 26. T. 10 N. 4 East Conty  
 140. 40/100 acrs. N 1/2 of Section 26. T. 10 N. 4 East Conty 820 acrs more or less  
 E 1/2 of 1/2 of Section 30. T. 10 N. 4 East Conty 79. 81/100 acrs. N 1/2 of 1/2 of  
 of 1/2 of Section 30. Township 10. Range 4 East. Conty 159. 62/100 acrs. Conty  
 in all Nine hundred and twenty acrs more or less - Do have and to hold  
 the same with all the appurtenances thereto belonging unto the said  
 Nathan B. Whithead his heirs and assigns forever, And the said party  
 of the first part doth Covenant with the party of the second part to  
 warrant the above described land and premises unto the party of  
 the second part against themselves their heirs and assigns and  
 all persons lawfully Claiming.

In testimony whereof we have hereunto set our hands

and affixed our seals this the day and date above written the seventeenth day of February 1845.

The State of Mississippi }  
Copiah County } Personally appeared before the undersigned an acting Justice of the Peace in and for said County Ambrose J. Shrick who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed for the purposes therein mentioned and set forth - Also at the same time Personally appeared Martha M. Shrick wife of the said Ambrose J. Shrick who acknowledged that she signed sealed and delivered the same as her voluntary act and deed without any threats fear or Compulsion of her said husband,  
Given under my hand and seal this seveneenth day of February A.D. 1845

A. J. Shrick  
Martha M. Shrick

The State of Mississippi }  
Copiah County ss } I William McLeock Clerk of the Probate Court in and for said County of Copiah, hereby Certify that Thomas G. Bailey whose name is subscribed to the foregoing deed is and was at the time of signing the same an acting Justice of the Peace duly qualified and that full faith and Credit are due to all his official acts as such

Thos G. Bailey JP

Given under my hand and official seal at Gallatin this March 5th A.D. 1845

Seal

W. M. Cook clk

A. J. Shrick's Wife Received for Cash 28th January & Recorded 18th March 1846

Deed  
N. B. Whithead This Indenture made this the twenty fourth day of July Eighteen hundred and forty five between Ambrose J. Shrick and Martha M. Shrick wife of the said A. J. Shrick of the County of Copiah and State of Mississippi of the first part, and Nathan B. Whithead of the County of Madison and same State of the second part Witnesseth that the said party of the first part for and in Consideration of the sum of five hundred dollars in hand paid by the party of the second part. the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and Confirmed, and by their Parents do grant bargain sell and Confirm unto the said party of the second part, and his heirs and assigns forever, all the following described land lying in the County of Madison and State aforesaid Viz. West half of North West quarter of section thirty Township Ten Range five East, and South West quarter of section thirty Township Ten Range five East containing in all Two hundred and forty acres more or less - To have and to hold the same unto the said Nathan B. Whithead his heirs and assigns forever. And the said party of the first part, doth Covenant with the party of the second part to warrant the above described land and premises unto the party of the second part, against themselves their heirs and assigns and all persons lawfully claiming - In testimony whereof we have hereunto set our hands and affixed our seals this the day and date above written

A. J. Shrick  
Martha M. Shrick

The State of Mississippi Personally appeared before the undersigned an acting Justice of the Peace in and for said County Andrew S. Shuck who acknowledged that he signed sealed and delivered the foregoing as his act and deed for the purposes therein mentioned and set forth, also at the same time Personally appeared Martha M. Shuck wife of the said Andrew S. Shuck who acknowledged that she signed sealed and delivered the same as her voluntary act and deed without any threats, fear or compulsion of her said husband.

Given under my hand and seal this 14<sup>th</sup> day of July A.D. 1845

J. W. Hewitt Justice

Thos. L. Hunt Received for Record & Recorded March 18<sup>th</sup> 1846  
 Bill Sale } Madison County March 18<sup>th</sup> 1846

Said J. Motley } Received of J. J. Motley five hundred and thirty dollars the full proceeds of a negro girl named Lucinda which I put in the hands of J. J. Motley for sale, and I here obligate myself to guarantee the security & title of sd - wife of J. J. Motley

Given under my hand and seal

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

Thos. L. Hunt Seal

Given under my hand and seal of Office at Centon this 18<sup>th</sup> day of March A.D. 1846

Seal

John J. Cameron Clerk

J. B. Morgan & Wife Received for Record 3<sup>rd</sup> February & Recorded 18<sup>th</sup> March 1846  
 Deed

M. B. Windicks. This Instrument, made and executed this 14<sup>th</sup> day of January 1846 between Jacob B. Morgan & Minerva Morgan his wife of the first part, and Wright B. Windicks of the second part, Witnesses, that the said parties of the first part, herby this day bargain and sold unto the party of the second part for the Consideration of Five thousand five hundred & thirty six hundred dollars in Cash, the five thousand dollars in five equal annual payments from the first day of this month to be secured by the personal promissory notes of said party of the second part, bearing four per cent interest from date, the following described tracts of land lying being in the County of Madison in the State of Mississippi to wit: All of section thirty one in Township Seven of Range Two East of the South East quarter of Section thirty six in Township Seven of Range One East in the Mount Sales Land District in the State of Mississippi containing in all Eight hundred acres more or less and for the Consideration aforesaid the said party of the first part do herby bargain sell alien convey confirm unto the party of the second part, all the above described tracts of land with the indentments of appurtenances thereto appertaining or in any

wise belonging, To have and to hold the same unto the said party of the second part his heirs and assigns forever; And the party of the first part do hereby warrant and defend the right and title of said tracts of land unto said party of the second part his heirs and assigns forever against the right title claim or interest of any person or persons whatever - In testimony Whereof we the said Jacob B. Morgan & Minerva Morgan wife of said J. B. Morgan have hereunto set our hands and affixed our seals the day & date above written.

J. B. Morgan *[Signature]*  
 Minerva Morgan *[Signature]*

State of Mississippi  
 Hinds County

This day Personally appeared before me Alexander M. Clayton one of the Judges of the Supreme Court of the State of Mississippi Jacob B. Morgan who acknowledged that he signed sealed & delivered the above deed as his own act & deed for the purposes therein contained - And I do further Certify that on the same day & at the same place that I took the private examination of Minerva Morgan wife of said Jacob B. Morgan separate from her said husband and that she acknowledged that she executed the foregoing deed freely & voluntarily and of her own accord that the same was done without fear, Coercion or threats in the part of her said husband, that she signed sealed & delivered said deed freely & voluntarily as above stated. Given under my hand and seal this 14<sup>th</sup> day of January 1846

Alex. M. Clayton *[Signature]*  
 Judge Sup. Ct. Ez. of  
 State of Miss

Mr. L. Balfour, Executor Received for Record 3<sup>rd</sup> February 1846  
 Motion to substitute Trustee of the State of Mississippi  
 In the matter of William L. Balfour Executor Motion to substitute Trustee.  
 R.M. In the matter of William L. Balfour Executor Motion to substitute Trustee.

Upon motion and Petition filed, and it appearing to the satisfaction of the Chancellor, that on the 22<sup>nd</sup> day of February A.D. 1845 a certain Robert C. Newsum by deed of Trust of that date conveyed to R. M. Williamson, the estate real and personal in said deed mentioned, for the uses and purposes and upon the trusts in said deed specified, which was duly acknowledged and admitted to Record in the office of the Probate Court of Madison County in deed Book *[Book]* pages 151 and 152. on the 21<sup>st</sup> day of April 1844 - and it further appearing to the satisfaction of the Court that said William L. Balfour is a certain executor under said deed, that the trusts in the same have not been executed, and that the said R. M. Williamson hath departed this life: Therefore upon motion of the said Mr L. Balfour, it is ordered that Robert M. Martin he and he is hereby appointed a Trustee and substituted in the room and stead of the said R. M. Williamson, and he is hereby vested with all the powers and authority given by said deed to said R. M. Williamson, and by virtue of this order authorized to act in the premises in the said R. M. Williamson

could do were he living.

The State of Mississippi & Robert Hughes Clerk of the Superior Court of Chancery of the State aforesaid do hereby Certify that the foregoing is a true Copy of the order made aforesaid on application of William L. Balfour in said Court.

Executed

In testimony whereof I have subscribed my name and have caused the seal of said Court to be affixed this 24<sup>th</sup> day of October AD. 1845

Robt Hughes Clerk

✓ R. M. Martin Justice of the Peace for the said 3<sup>rd</sup> February & recorded 19<sup>th</sup> March 1846.

Recd

William L. Balfour } Know all men by these presents, that on the twenty second day of February one thousand eight hundred and thirty four a deed in trust was made by Wilson C. Newsum, the decedent William L. Balfour the sum of Eight thousand six hundred and forty dollars payable as follows. One note due on the 1<sup>st</sup> day of February one thousand eight hundred and thirty five, one due one year thereafter, the other due one year after the maturity of the last mentioned, each of like amount and bearing even date with said deed in trust, and the said Wilson C. Newsum of the first part and also the said William L. Balfour of the second part appointed R. M. Williamson as Justice to carry out said trust, who became the third party to said deed in trust, there were lands and negroes conveyed to the said R. M. Williamson in trust, as aforesaid to satisfy the debt held by the said William L. Balfour against the said Wilson C. Newsum as before stated. - the said deed was upon the following conditions "

"That if the said Wilson C. Newsum shall fail to pay and to liquidate the above described notes promptly, then the said R. M. Williamson shall and may proceed to sell at the request of the said William L. Balfour the above described land and negroes to the highest bidder at any time after such failure, upon the premises, having given thirty days previous notice of the time and place of said sale in some newspaper printed in this State and the proceeds arising from said sale shall be applied to the payment of said notes promptly" said deed in trust is recorded in the office of the Probate Court of Madison County & State of Mississippi in deed Book 2<sup>nd</sup> pages 151 and 152 on the 21<sup>st</sup> day of April 1834 and be it further known that the said R. M. Williamson having departed this life - and upon the application of the said William L. Balfour to the Superior Court of Chancery at its June Term AD. 1845 praying said Court to appoint another person to act as Justice in the premises and the said Court having appointed the undersigned Robert M. Martin Justice and a substitute in the room and stead of the said R. M. Williamson with all the power the said R. M. Williamson could have had, were he living Now this Substantive, Blotter that upon application of the said William L. Balfour to me R. M. Martin Justice as aforesaid, that a part of said debt was as yet due and unpaid, and with further instructions to proceed under said deed in trust and sell so much of said property as would satisfy the said debt, due and unpaid; by said instructions & the said Robert M. Martin did Cause to be published in the Southern Eagle a Newspaper

printed in certain in said state and County that I would sell at the highest bidder for Cash on the 20 day of December 1845 on the Premises as aforesaid (thirty giving at least thirty days notice previous to the said day of sale) the following Lots or parcels of land to wit: The North half and the South East quarter of Section Twenty four, Township Nine of Range One West and the West half of the South West quarter, and the West half of the North West quarter of Section Thirteen Township Nine of Range One East lying and being in the County and State aforesaid Containing in the whole Six hundred and forty acres be the same more or less. Now on the said day the 20<sup>th</sup> of December 1845. I the said Robert M. Martin Justice as aforesaid did offer said land at the highest bidder for Cash, and the said William L. Bulfours being the highest and last bidder the whole of said land as above described was struck off to him the said William L. Bulfours for the sum of Two thousand Two hundred and thirty six Dollars it being the exact amount due him the said William L. Bulfours from the said Wilson C. Newson on his last mentioned note aforesaid. Now this I do hereby certify that in consideration of the sum as aforesaid I the said Robt. M. Martin by these presents do hereby grant conveying sell as Justice aforesaid to him the said William L. Bulfours his heirs Executors and administrators all the right title and interest of him the said Wilson C. Newson in and to the said land or any part thereof. In Witness Whereof I the said Robert M. Martin Justice as aforesaid have hereunto set my hand and affixed my seal this the 20<sup>th</sup> day of December A.D. 1845.

State of Mississippi

Robert M. Martin Justice ~~Seal~~

Madison County } Personally appeared before me William J. Houston a Justice of the Peace in and for the said County Robert M. Martin who acknowledged that he signed sealed and delivered the foregoing deed as Justice for the purposes therein contained.

Given under my hand and seal of office this the 3<sup>rd</sup> day of January A.D. 1846

W. J. Houston ~~Seal~~

William Smith } Received for Record 2<sup>nd</sup> February Recorded 19<sup>th</sup> March 1846

Deed  
 Mrs. H. C. L. Smith } This Indenture made this thirty first day of January in the year of our Lord one thousand eight hundred and forty six between William Smith of Starks County in the state of Mississippi of the one part and William M. Smith and Charles L. Smith of the County and state aforesaid of the other part Witnesseth that the said William Smith found in consideration that the said William M. Smith and Charles L. Smith shall well and truly take up discharge and satisfy all judgments and liens of every kind whatsoever now outstanding, and in legal force against him the said William Smith and his property, and for the further consideration of the sum of one hundred dollars to him in hand paid by the said William M. Smith and Charles L. Smith before the sealing and delivery of these presents, the receipt whereof the said William Smith doth hereby acknowledge

and for the further Consideration of Ninety seven thousand dollars secured by  
some promissory notes made and executed by the said William M. Smith and  
Charles L. Smith bearing date the day and year aforesaid payable to the said  
William Smith or order. Six of said notes each for the sum of five thousand dollars  
falling due and payable respectively on the first day of January Eighteen hun-  
dred and forty eight, on the first day of January Eighteen hundred and forty nine  
on the first day of January Eighteen hundred and fifty, on the first day of January  
Eighteen hundred and fifty one, on the first day of January Eighteen hundred and  
fifty two, and on the first day of January Eighteen hundred and fifty three  
and the seventh and last aforesaid notes for the sum of seven thousand dollars  
falling due and payable on the first day of January Eighteen hundred and  
fifty four. The receipt of all of which said notes is hereby acknowledged before  
the signing and delivery of these presents, by the said William Smith both  
granted, bargain and sold and delivered, and by these presents, do the grant  
bargain sell and deliver unto the said William M. Smith and the said Charles  
L. Smith their heirs and assigns, all his right, title claim interest and Estate of  
in and to, all that tract or parcel of land, on which he lately resided in  
Madison County state of Missouri called and known as the "Woodland Place" and  
all other lands, by whatever name or description the same may be known  
situate lying and being in said County of Madison together with all and singular  
the rights, privileges, tenements and appurtenances thereto belonging or in any  
wise appertaining, and also the following named Slaves to wit: Sam a girl  
about sixty years. Jim about fifty five years. Isaac about fifty five years  
Blake aged about fifty years. Tom about forty years. Price about thirty three  
years. Sam Jones about thirty three, Millary about thirty two years. London  
about thirty three years old. Peter about twenty five years of age. John about  
twenty five years old. Merim about twenty five years old. Paul about twenty five  
years of age. Dick about twenty two years of age. Frank about twenty three years  
of age. Elijah about twenty five little Sam about twenty one years of age. Little  
Mick about twenty years old. Lloyd about twenty years. Walker about twenty  
years old. Ned about eighteen years old. Dennis about eighteen years old. Fayette  
about twenty one years of age, also the following Negro boys to wit: Sam, Henry  
John, Sam, Coffin and Nell. Also the following Negro women, Patsy, Caroline, Abba  
Dicana, Ellen, Emeline, Nitty, Little Abby, Little Mary, Fanny, Margaret  
also the following Negro girls Little Fanny, Sarah Ann, Maria Ann, and  
Rachel; a Negro woman named Judy. Also the following Negro women and  
Children, Patsy and her Child Henry, Emma and her Child Elizabeth, Lucy  
and her Child Katy, Mary Jane and her Child Mary, Ellen, Abby, and  
her Child Sallie, Ann and her three Children Ann Maria, ~~James and Jim~~  
Catherine and her two Children Adeline and Harriet, Jegg and her Child  
Issa, Eliza and her three Children Martha, Peter and Sue, Jimmy and her  
two Children Sallie and Felina; Lydia and her two Children Sarah and  
Sallie Ann, Maria and her Child Anthony - Maria and her Child Rebecca -  
Milla and her two Children Elizabeth, Mary and her three Children Mick  
Dennis and Medora; Nell and her three Children Charles, Nobby and Frances -  
Pocillu and her Child Isabella, Margaret and her Child Malvina, Bechey



and his two Children George and Isaac, Cornelia and his Child Margaret  
 also twenty head of Mules, fourteen head of Horses, ten yoke of Oxen two of carts  
 and two Waggon, all the Cattle on the plantation except four Milch Cows  
 and Calves - all the Hogs on the plantation except four breeding sows - all  
 the Sheep on the plantation except ten Cows and Lambs - all the Corn and  
 fodder on the plantation except a sufficiency to serve the family at Clinton  
 until a Crop can be made there, and all the plantation utensils. To have  
 and to hold the above described estate, Lands Negroes and property, and all  
 and singular other, the Parties hereby bargained and sold, or meant, mentioned  
 or intended hereby, so to be, and every part and parcel thereof, unto the said  
 William H. Smith and Charles L. Smith their heirs and assigns forever, and  
 to and for no other use intent or purpose whatsoever, And the said William  
 Smith for himself his heirs Executors and administrators doth hereby Covenant  
 grant promise and agree to and with the said William H. Smith and  
 Charles L. Smith their heirs Executors administrators or assigns, that he the  
 said William Smith and his heirs the said estate, Lands Negroes, property  
 and promises hereby granted bargained and sold and delivered and every part  
 and parcel thereof, with the appurtenances therunto belonging, to them the said  
 William H. Smith and Charles L. Smith their heirs and assigns against him  
 the said William Smith and his heirs and against all and every humor  
 persons whatsoever, Claiming or to Claim any right title or interest in and  
 to the same or any part thereof, shall and will hereafter warrant and  
 forever defend by their Parents - In Witness Whereof the said  
 William Smith hath hereunto subscribed his name and affixed his seal  
 the day and year first herein before written.

Signed sealed and delivered, in the presence of - the words "thirty & four"  
 between the 10<sup>th</sup> & 11<sup>th</sup> lines 2<sup>d</sup> page and the interlineation of the word "very" between  
 10 & 11<sup>th</sup> lines of the 3<sup>d</sup> page was made before signed

W. A. Foster }

Wm Smith Seal

The State of Mississippi

Madison County }

Personally appeared before me W. A. Foster acting  
 Justice of the Peace in and for said County William Smith who acknowledged  
 that he signed sealed and delivered the aforesaid deed as his act and  
 deed for the purposes therein mentioned and set forth

Given under my hand and seal this thirty first day of January

A. D. 1846.

W. A. Foster J. P.

Received for Record February 3<sup>rd</sup> Recorded 20<sup>th</sup> March 1846

Singleton & Thompson vs. Death  
 This Indenture made and entered into this sixth  
 day of November in the year one thousand and forty five between  
 Samuel Death of the County of Madison State of Mississippi of one  
 part and Altho. R. Singleton and Charles Thompson of the other part,  
 Whereas the said Singleton and Thompson hath become bound for the said  
 Death and at the request of said Death on a promissory note given on the

The State of Mississippi, the undersigned Messrs. in the annexed deed of the above named land and  
Madison County, Mississippi, conveyed from all further liability for the debt  
intended to be, Henry Seidman and debt having been paid and satisfied  
Given under my hand and seal this 4th Day of December 1827

the day of said November to Less. Heard or or the for the sum of One  
hundred and Seventy five dollars and payable on the first of January 1828  
which said sum being the proper debt of the said Scott, and said Singleton and  
Thompson being only securities for Scott, he the said Scott do hereby release  
them both agreed to convey and grant the lands hereinafter described in man-  
ner and form hereinafter expressed. Now this Indenture, Made at the  
said Scott for and in Consideration of the sum of One hundred and  
thirty in hand paid the receipt of which is hereby acknowledged, he the said  
Scott hath granted bargained and sold and by these presents do grant bargain  
and sell unto the said Singleton and Thompson their heirs and assigns  
all his right title Claim and interest in and to the undivided one half  
of the E<sup>st</sup> of the S<sup>th</sup> 1/4 of Sec 29. the W<sup>th</sup> of the N<sup>th</sup> 1/4 and the S<sup>th</sup> 1/4 of Sec  
32. the West half of the S<sup>th</sup> 1/4 of Sec 29. the E<sup>st</sup> of the S<sup>th</sup> 1/4 of Sec 30. the N<sup>th</sup> 1/4  
of Sec 31 and the E<sup>st</sup> of the S<sup>th</sup> 1/4 and W<sup>th</sup> of S<sup>th</sup> 1/4 of Sec 30. all as Downlot  
Section Range 5 East lying and being in Madison County and containing greater  
or less than Eight hundred acres more or less, Do have and do hold the same unto  
the said Singleton and Thompson their heirs and assigns  
Provided Always, and this present grant is upon this Condition  
that if the said Scott his heirs Executors or administrators shall will and  
truly see himself, and keep indemnified the said Singleton and  
Thompson their heirs Executors and administrators from the payment of  
said debt of a hundred and Seventy five dollars and all interest thereon  
that then and from thenceforth this present Indenture, and every article  
Covenant, Clause and Condition in the same Contained, and the Estate  
hereby granted shall cease determine and be utterly void and of none  
effect, any thing herein to the contrary thereof in any wise notwithstanding

Given under my hand and seal the day and date above written.

The State of Mississippi  
Madison County set 3 Personally appeared before me John D. Garrison Clerk  
of the Probate Court of said County Samuel Scott, who acknowledged that  
he signed sealed and delivered the foregoing deed on the day and for the  
purposes therein specified as his act and deed.

Given under my hand and seal of office at  
Jackson this 6th Day of February A.D. 1828  
John D. Garrison Clerk

to Davidson & Wife Received for Record 4th February & Recorded 20th March 1828  
Deed State of Mississippi  
Leroy Springs Madison County Whereas heretofore to wit on or about  
the first day of May A.D. 1829 Wm. D. Walker and Elizabeth H. Dinkins as  
Adm<sup>r</sup> & Adm<sup>tr</sup> of Rufus H. Dinkins late of Madison County dec<sup>d</sup> under  
and in virtue of an order of the Probate Court of said County  
exposed to sale at public auction as parcel of the estate of  
said Rufus H. Dinkins dec<sup>d</sup> the following tract of land  
situated in Madison County aforesaid and shown and  
described in the original survey thereof, Viz: S<sup>th</sup> 1/4 of W<sup>th</sup> of N<sup>th</sup> 1/4

of sect 7 of 8 B 3 East, and 5<sup>th</sup> of the 1<sup>st</sup> of 16 14, and 1<sup>st</sup> of 1<sup>st</sup> of 5 6 4 of sect 7 Town 8, B 3 East, and 1<sup>st</sup> of 1<sup>st</sup> of sect 7 of 8 B 3 East and at such sale Perry Springs of Melem bridge County and State of North Carolina became the purchaser thereof at and for the sum of Two thousand and fifty dollars he being at that time the highest and best bidder; the same being payable, one half on the first of January AD 1840 and the other on the first of January 1841, and when as the said adult and adult then executed their bond to said Perry Springs obligating themselves to execute titles to him on the payment of the purchase money. And Whereas also the said William F Waller has been discharged from his administration on the said estate, and the said Elizabeth McQuinn's title since intermarried with the undersigned Christopher C Davidson, Now know therefore all men by these presents that we the said Christopher C Davidson, and Elizabeth H the wife of the said Christopher C late Elizabeth McQuinn's administratrix as aforesaid for and in consideration of the payment of the said sum of two thousand and fifty dollars by the said Perry Springs, and in pursuance and by virtue of the said order of the Probate Court of Madison County, and in fulfillment of the bond aforesaid, have granted, bargained, sold and released and by these presents do grant, sell and release to the said Perry Springs all the right, title, interest and estate <sup>which they</sup> said Rufus C McQuinn in his lifetime had in and to the premises aforesaid in as full & ample manner as the said Elizabeth H as adult aforesaid and the said Christopher C as her husband and in her right as adult aforesaid and the said Christopher C, might, under, and in virtue of the said order and decree of the said Probate Court and the sale thereof, released, convey and confirmed, It have and to hold all and singular the premises aforesaid to the said Perry Springs his heirs and assigns: Witness our hands and seals this 23<sup>rd</sup> December AD 1845

C C Davidson [S] [5]  
 E H Davidson [S] [5]

The State of Mississippi } Personally appeared before me John J  
 Madison County } Cameron Clerk of the Probate Court of  
 said County } C C Davidson and Elizabeth H Davidson his wife  
 who acknowledged that they signed, sealed and delivered the foregoing deed on the day and for the purposes therein specified as their act and deed and Elizabeth H the wife of said C C Davidson on a private examination separate and apart from her husband acknowledged that she signed, sealed and delivered said deed as her voluntary act and deed without any fear, threat, or compulsion of ~~her~~ said husband

[Signature]

Given under my hand and seal of Office  
 at Canton this 24<sup>th</sup> Day of December AD 1845  
 John J Cameron Clerk

66

✓  
Of Davidson's Will. }  
Sery Spruge. } The State of Mississippi } Madison County } This Indenture made this twenty  
fourth day of December A.D. 1845 between Christopher C. Davidson and  
Elizabeth M. Davidson his wife late Elizabeth M. Davidson's widow,  
and Heir of Rufus B. Dickinson dec'd of the State and County aforesaid,  
said of the one part, and Sery Spruge of the County of Mecklenburg  
State of North Carolina of the other part Witnesseth that in con-  
sideration that the said Sery Spruge hath heretofore given two  
Notes to the said Elizabeth M. Dickinson before her intermarriage  
with the said Christo. C. Davidson, each for the sum of One thousand  
and twenty five dollars, One due 1<sup>st</sup> January A.D. 1840 and the  
other 1<sup>st</sup> day of January A.D. 1841, the said Christo. C. Davidson and  
Elizabeth M. his wife late Elizabeth M. Davidson as aforesaid, hath  
granted, bargained, sold and conveyed, and by these presents do  
grant, bargain, sell and convey and release to the said Sery Spruge  
his heirs and assigns all that tract or parcel of land situate in  
Madison County and State aforesaid, known and described in the  
Original survey thereof, as the North half of the West half of the  
North East quarter of section Number Seven Township Number  
Eight Range Three East and the South half of the West half of the  
North East quarter, and the North half of the West half of the  
South East quarter of the same section, township and Range and the  
North half of the South West quarter of the same section, in same  
township and range; Together with all and singular the rights  
members, hereditaments and appurtenances thereto belonging or in any  
wise incident or appertaining; the same being a tract of land  
originally belonging to the said Rufus B. Dickinson dec'd deceased and  
by him in his last will and testament, (proved and of record in the Probate  
Court of Madison County,) devised to his said wife, the undersigned  
Elizabeth M. Dickinson, To have and to hold all and singular the  
premises aforesaid with the appurtenances to the said Sery Spruge  
his heirs and assigns forever; and the said Christo. C. Davidson  
and Elizabeth M. his wife for themselves their heirs executors and  
administrators do hereby Covenant to and with the said Sery  
Spruge his heirs executors, administrators and assigns, that  
they the said Christo. C. Davidson and Elizabeth M. his wife are  
seized in fee simple of the premises aforesaid, that they have  
full, clear and indefeasible title thereto, and the perfect right to  
convey the same as herein before conveyed, and that the said  
premises are free and clear of all liens and incumbrances  
whatsoever; that the said Sery Spruge his heirs and assigns  
shall peaceably and quietly enjoy possession of the same  
and that they, their executors, administrators and heirs shall  
forever warrant and defend the said premises and appur-  
tenances to the said Sery Spruge his heirs and assigns  
against every person, whatsoever lawfully claiming or to claim

The same or any part thereof. In Witness whereof the said Christopher C Davidson and Elizabeth N his wife have here to set their hands & seals the day & year above written

C C Davidson  
E N Davidson

The State of Mississippi }  
Madison County }  
Madison County }

Personally appeared before me John F Cameron Clerk of the Probate Court of said County C C Davidson and Elizabeth N Davidson his wife who acknowledged that they signed, sealed and delivered the foregoing deed on the day and for the purposes therein specified as their act and deed, and Elizabeth N the wife of said C C Davidson on a private examination separate and apart from her husband acknowledged that she signed, sealed and delivered said deed as her voluntary act and deed without any fear threat or compulsion of her said husband

Seal

Given under my hand and seal of office at Canton this 21<sup>st</sup> day of December A D 1845  
John F Cameron Clerk

Thomas B Hoover } Recd for Record February 4<sup>th</sup> 1846  
Bills of Sale }  
Recd. for Record February 4<sup>th</sup> 1846  
March 20<sup>th</sup> 1846

Mr J P Moore } I know all men by these presents that Thomas B Hoover of the County of Madison and State of Mississippi hath for and in consideration of five hundred and twenty five dollars to me in hand paid by Mrs J P Moore of the County and State of said have sold unto the said Mrs J P Moore a negro girl named Nancy aged about seventeen years the title of which Negro from myself my heirs &c unto the said Mrs J P Moore her heirs &c I will by these presents prove warrant and defend

In Witness whereof I have hereunto set my hand and seal this 3<sup>rd</sup> day of February 1846

J D Longeston

T B Hoover Seal

The State of Mississippi }  
Madison County }  
Madison County }  
Personally appeared before me John F Cameron Clerk of the Probate Court of said County Thomas B Hoover, who acknowledged that he signed, sealed and delivered the foregoing deed on the day & for the purposes therein specified as his act and deed

Seal

Given under my hand and seal of office at Canton this 4<sup>th</sup> day of February A D 1846  
John F Cameron Clerk

Wright Williams & Co } Red, forked F. Teby Recorder March 20<sup>th</sup> 1840  
 Deed  
 James R. Dake } This Indenture, made this third day of February  
 1840 between James Wright & Wm Wright, who are merchants &  
 partners trading under the name & firm of Wright Williams & Co, by  
 William V. Lawport their agent and attorney in fact, of the first  
 part; Thomas B. Green, of Madison County, of the second; and James  
 R. Dake of said County of the third. Witnesses; That whereas in  
 the day of the date hereof the said Dake has bargained, sold and by  
 deed conveyed to the said Wright, Williams & Co, 1673 acres of land  
 situated in Madison County aforesaid in the State of Mississippi;  
 1048 <sup>00</sup>/<sub>100</sub> acres of land in Clarke County of said State; and 253 <sup>75</sup>/<sub>100</sub>  
 acres of land in Rankin County of said State, all of which are more  
 nearly described in said Conveyance; also seventy seven slaves describ-  
 ed by their names & probable ages in said deed; and also stock  
 of horses &c and other personal property also enumerated therein  
 all at and for the sum of seventy thousand dollars payable  
 in seven equal annual installments of Ten thousand dollars  
 each, for whose payment the said Wright Williams & Co have  
 of equal date given their notes to said Dake; and whereas the  
 said Wright Williams & Co, desire to secure the payment thereof  
 punctually as they shall severally fall due; therefore in con-  
 sideration of the premises, and of one dollar to them now paid  
 by said Green, they the said Wright Williams & Co, do hereby  
 grant, bargain, sell, convey and convey to the said Green and  
 his executor, administrator or successor all and singular the lands  
 slaves, stock and other personalty set forth and described  
 in said deed of Conveyance to which reference is hereby made  
 to have and to hold the said lands, with the tenements and appur-  
 tenances thereof, the said slaves with the increase of the females  
 and said stock, and other personalty to the said Green & his  
 executor &c, free from all rights & claims whatsoever; Yet this  
 deed is upon the following trusts and limitations, that if after  
 any one more or all of said notes shall have matured and be unpaid,  
 and the said Dake, or his legal representatives or assigns shall  
 request, it shall be the duty of said Green, or his executor &c,  
 after giving twenty days notice by advertisement in some newspaper  
 of Jackson or Canton of the day and place of sale to expose  
 the public auction the lands & slaves & property aforesaid or a  
 sufficiency for cash to make the purchase or purchases a  
 deed or deeds of conveyance or sale; and <sup>only</sup> if the proceeds  
 defray the said expenses of sale, then pay the debt or debts  
 to said Dake with interest and the surplus if any, to pay  
 to said Wright Williams & Co, or their legal representatives, and  
 such sale may be had from time to time until the debt hereby  
 secured shall be satisfied; and shall be made at the Court House

The State of Mississippi }  
 Madison County }  
 I, Thomas B. Green, do hereby acknowledge and certify that the above  
 is a true and correct copy of the original as the same appears from the  
 records of said County. Witness my hand and seal this 20<sup>th</sup> day of April A.D. 1840.  
 T. B. Green  
 Recorder

of the County in which to be sold shall be situated; and if the debt, or seven notes here secured shall be fully satisfied then this deed is to cease and be void; but it is agreed that until such sale or sales shall be had the said Wright, Williams & Co, shall have and retain the possession, use and benefit of the estate conveyed. In witness whereof the parties hereto set their names & seals this the day and year aforesaid.

Signed sealed and delivered in presence of us.

County, & places interlined before signing

Jas Wright {seal}  
for W V Hampton, {seal}  
J M Wright {seal}  
for W V Hampton {seal}  
Thos R Green {seal}  
J R Bap {seal}

The State of Mississippi }  
Madison County } This day personally appeared before me Henry C Bennett acting Justice of the Peace in and for said County, the above named W V Hampton agent and attorney in fact for James Wright and J M Wright Merchants and partners trading under the name of Wright Williams & Co, Thomas R Green and Jesse R Bap, 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 and for the purposes therein expressed.

Given under my hand and seal this the 3<sup>rd</sup> day of February, 1846

H C Bennett J P {seal}

District Sumner }  
Fitz Bond } The State of Mississippi }  
Eckelstein & Co } Madison County } Know all men by these presents that I District Sumner of the County and State aforesaid are held and firmly bound unto I Eckelstein and I Phœnistrum concerning the firm of Eckelstein & Co in the penal sum of Two thousand dollars lawful money of the United States for the payment of which well and truly to be made I bind myself my heirs, Executors and administrators jointly and severally firmly by these presents, sealed with my seal and dated the fourth day of February A D 1846, The Condition of the above obligation is such that whereas the above bound District Sumner has this day and date above written sold to the said Eckelstein & Co a certain lot or parcel of ground situate lying and being in the Town of Canton in the County and State aforesaid and more particularly described as being seventy two feet off the East side of Lot No One in Square No Two according to the plat of said Town. Beginning twenty eight feet East of the South East corner of Lot No Two in square No Two and running East seventy two feet to Liberty Street thence North with

said tract two hundred feet thence West seventy two feet thence South two hundred feet to the beginning at and for the price and sum of One thousand dollars payable in two equal annual installments, the first to be due and payable twelve months after date and the second due and payable twenty four months after date. Now if the said Eickstein vs shall well and truly pay and satisfy the said notes at their maturity and the said Alexander Sumner shall thereunto be obliged to the said Eickstein a good warrantable deed to the above described lot or parcel of land, then this obligation to be void otherwise to remain in full force and virtue

Al Sumner Seal

The State of Mississippi }  
 Madison County } Personally appeared before me John T Cameron  
 Rich Sumner who acknowledged that he signed, sealed and delivered the foregoing for title on the day and for the purposes therein expressed as his act and deed.

Seal

Given under my hand and seal of office at Canton this 5th day of February A.D. 1846  
 John T Cameron Clerk

James Richards Clerk }  
 Seal }  
 Heirs of Chas. Riley, dec'd }  
 State of Mississippi }  
 Madison County }  
 Know all men by these presents that I James Richards of the County and State aforesaid for and in consideration of the sum of One thousand dollars agreed to be paid by Charles Riley dec'd to William Jones which said amount has been transferred by said Jones to said Richards for the following described land lying and being in the County of Madison aforesaid, to wit: Lots No. seven and eight being a part of the E.P. No. 1 of Section 5 in Township Nine Range four East within the corporation of Sharon, said County and State containing twenty acres, which said land was sold under execution as the property of said Jones said Richards became the purchaser thereof to receive the payment of said amount and whereas said amount on the part also due thereon said Charles Riley's Estate being declared insolvent is now paid to said Richards by the administrator of said Charles Riley's Estate. Now I said James Richards for his consideration of the premises have bargained, sold and conveyed to the legal heirs of said Charles Riley, and as a part of the Estate of said Chas. Riley dec'd. the above described land to have and to hold to said heirs as a part of the estate of their said ancestor the above described land with all & singular the rights & privileges therunto belonging or in anywise appertaining, And the said

Record for Record 5th Feb, Record 21st Mar 1846



James Richards hereby warrants and defends the title to said land against himself and all persons claiming or to claim the same unto the said heirs as part of the Estate of their said ancestor for ever.

In testimony Whereof We have hereunto set our hands & seals this 3<sup>rd</sup> day of February AD 1846

James Richards *[Signature]*  
Margaret Richards *[Signature]*

The State of Mississippi } Personally appeared before me Henry  
Madison County } R. Coulter, Clerk of the County Court  
in and for the County and State aforesaid the within named James Richards who acknowledged that he signed, sealed, and delivered the foregoing deed on the day and year therein mentioned, as his act and deed; Also at the same time being examined by me separate and apart from his husband, Margaret Richards, his wife, who acknowledged that she signed, sealed and delivered the within deed, as her voluntary act and deed, without the fear threat or compulsion of her said husband for the use and purposes therein mentioned.

Given under my hand and seal of said Court this the third day of February, 1846  
Henry R. Coulter Clerk

John of Cochran & wife } Rec<sup>d</sup> for Record 5<sup>th</sup> Feb & Recorded 21<sup>st</sup> Mar 1846  
Deed }

Allen W. Montgomery } This Indenture made and entered into  
this the 17<sup>th</sup> day of January 1846 between John J. Cochran & Roda his wife of the County of Attala & State of Mississippi of the first part and Allen W. Montgomery of the County of Madison & State aforesaid of the second part, Witnesseth that the said John J. Cochran and his wife in consideration of the sum of two hundred dollars in hand paid at and before the signing and sealing of these presents, the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant bargain and sell unto the said Allen W. Montgomery his heirs and assigns all that tract or parcel of land situate lying and being in the County of Madison and State aforesaid, and designated as follows, to wit the North West 1/4 of Section 35 Township 12 Range 3 East together with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the said tract or parcel of land with the rights, privileges and appurtenances aforesaid unto the said Allen W. Montgomery his heirs and assigns forever and the said John J. Cochran & Roda his wife for themselves their heirs Executors and administrators warrant and forever defend

the right of the said tract or parcel of land together with all rights, privi-  
leges and appurtenances thereto belonging or in anywise appertaining unto  
the said Ad. Montgomery his heirs and assigns free from the claims of them  
the said John & Estlin Roda his wife and all others

Witness our hands and seals this seventeenth  
day of January A.D. 1846

John & Estlin Roda {seal}

Roda his wife Estlin Roda {seal}

The State of Mississippi }  
Madison County } Personally appeared before the undersigned  
acting Justice of the Peace in and for said County the above named  
John & Estlin Roda and Roda his wife who acknowledged that they signed  
sealed and delivered the foregoing deed as their voluntary act and  
deed, and Roda his wife who upon a private examination  
separate and apart from her husband acknowledged that  
she signed, sealed and delivered the same as her voluntary act  
without any fear, threat or compulsion of her husband

Given under my hand and seal this 17th  
day of January A.D. 1846

A. D. Houston J.P. {seal}

John Cooper } Recd. for Record 5th Feb. & Recorded 25th Mar. 1846  
Deed

Wm. A. Haines } State of Mississippi }  
Madison County } This Indenture made this  
the fourth day of November A.D. 1845 by & between John Cooper  
of the first part and William A. Haines of the second part  
both of the County and State aforesaid do hereby certify that the said  
party of the first part for & in consideration of the sum of twenty four  
dollars to him in hand paid (the receipt whereof is hereby  
acknowledged) by the said party of the second part his heirs and  
sold, conveyed and quit claimed & released unto the said  
party of the second part, his heirs and assigns forever, the following  
described lands lying and being situate in the County & State  
aforesaid, to wit: E 1/2 of Sec 23, T 28 N 2 E, R 12  
R 24 East, together with all and singular, the rights, privileges  
and appurtenances thereto belonging or in anywise appertain-  
ing. We have to hold the same to the said party of the second  
part his heirs and assigns forever, and the said party of  
the first part doth hereby warrant and defend the title to  
said land, unto the said party of the second part his heirs  
and assigns against himself his heirs and those claim-  
ing under him only. In testimony whereof I have

hereto set my hand and seal the day & year above written  
 John Cooper {S}

State of Mississippi }  
 Madison County } 3

Personally appeared before me John J  
 Edmondson a Justice of the Peace in and for said County  
 John Cooper who acknowledged that he signed, sealed  
 and delivered the above deed on the day and year therein  
 mentioned as his act and deed. Given under my hand & seal  
 this 4 day November AD 1845

John J Edmondson. J.P. {S}

David Sayers } Recd. for Records 5<sup>th</sup> Feb. Recorded 23<sup>rd</sup> March 1846  
 died }

Robert C Cowan } This Indenture made and entered into on the first  
 day of January in the year of our Lord one thousand eight hundred  
 and forty six between David Sayers of the County of Madison  
 and State of Mississippi of the first part and Robert C  
 Cowan of the said County of Madison State of Mississippi of  
 the second part. Witnesseth that the said David Sayers for and  
 in consideration of the sum of One hundred and thirty dollars to him in  
 hand paid the receipt of which is hereby acknowledged at and before  
 the sealing and delivery of these presents, have granted, bargained, sold, conveyed  
 and confirmed, and by these presents do grant, bargain, sell, convey and  
 confirm unto the said Robert C Cowan his heirs, Executors administrators  
 and assigns for ever, all the right, title, interest and estate  
 that the said David Sayers have in and to a certain House & Lot  
 or parcel of land situated in the town of Vernon, in the County  
 aforesaid and State of Mississippi and described as follows Viz. Lying East  
 of Main Street of said town of Vernon containing 100 feet on  
 said Street, thence running back 20 feet, and lying immediately  
 North of what is known by the Spring tub, in the said town of  
 Vernon, containing One half acre more or less, together with all  
 the privileges and appurtenances to the said lot in any wise  
 appertaining or belonging to have and to hold the aforesaid  
 premises to the said Robert C Cowan his heirs, Executors, Adminis-  
 trators and assigns, and the said David Sayers for himself his  
 heirs Executors, Administrators and assigns. Will warrant &  
 forever the title to the above premises, unto the said Robert C  
 Cowan, his heirs Executors, administrators and assigns, and  
 against the claim or claims of each and every person  
 lawfully claiming the same. In witness whereof the said  
 David Sayers has hereunto set his hand and  
 affixed his seal.

David Sayers {S}

State of Mississippi }  
 Madison County } Personally appeared before me the undersigned and  
 acting Justice of the peace, in and for said County, David Sayers, who  
 acknowledged that he signed, sealed, and delivered the foregoing deed  
 as his act and deed, for the purposes therein set forth, Given under my  
 hand and seal this second day of January 1844  
 A. A. Foster J.P. [Seal]

A. A. McWillie ) Put for Record of the Feb. Records 23<sup>rd</sup> of March 1846  
 Sub-  
 Silas Allen } State of Mississippi }  
 Madison County }  
 Abram A. Howe & Jane S. McWillie of the above State and County have this day  
 bargained and sold and by these presents do bargain, sell and convey  
 convey to Silas Allen of the above State and County a certain lot or  
 parcel of land in the town of Camden, lying immediately in front of  
 his house & containing in all one acre, to have and to hold forever  
 from us or our heirs. In consideration of fifteen dollars to us in hand  
 paid, we relinquish to the said Silas Allen, and grant claim all our right  
 title and interest, former to him and his heirs. The above mentioned  
 lot is a part of the tract formerly owned by Simon Cowden and  
 this the 24<sup>th</sup> day of December 1845  
 Abram A. McWillie [Seal]  
 Jane S. McWillie [Seal]

The State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Justice of the peace for a Justice of the peace in and for said County,  
 Abram A. McWillie the grantor in the within deed, who acknowledged  
 that he signed, sealed and delivered the same as his act and  
 deed on the day and for the purposes therein mentioned  
 And also came before me Jane S. McWillie wife of said Abram  
 who being examined by me separately and apart from her said  
 husband, acknowledged that she signed sealed and delivered the  
 same as her act and deed, and without any fear, threats  
 or compulsion of her said husband. Voluntary  
 Given under my hand and seal this the 6<sup>th</sup> day of  
 February 1846  
 J. J. Davis J.P. [Seal]

✓ A. C. McWillie. } Recd. for Record 9<sup>th</sup> Feb. & Recorded 23<sup>rd</sup> Mar 1846

Deed  
 John Specomb } This Indenture made this 16<sup>th</sup> day of December AD  
 One thousand eight hundred and forty five, between Abram A McWillie  
 His wife Jane S McWillie, of Madison County in the State of Mississippi  
 of the first part, and John Specomb of the same County & State  
 of the second part, Witnesseth, that for and in consideration of  
 the sum of five thousand four hundred and thirty one dollars & 20  
 cents (\$5,431.20) in hand paid to the said party of the first part  
 by the said party of the second part at & before the sealing and  
 delivery of this deed, the receipt of which sum of money is  
 hereby acknowledged, the said parties of the first part, have  
 granted, bargained, sold and conveyed and by these presents do  
 grant, bargain, sell convey the following described lands  
 situate in said County and State, to wit; The South East 1/4  
 & the East 1/2 of the Southwest 1/4 and the West 1/2 of the Northwest  
 1/4 of section No 13, Township 8 Range 2 West. The Northwest  
 1/4 of section 18, Township 8, Range 1 West, the West 1/2 of the  
 Southwest 1/4 & the East 1/2 of the Northwest 1/4 of section 13, Township  
 8 Range 2 West, The South 1/2 & West 1/2 of the Northwest 1/4 of  
 section No 7, Township 8, Range 1 West, The Southeast 1/4  
 & the North 1/2 of the West 1/2 of the Northwest 1/4 of section 12  
 Township 8 Range 2 West, Containing in all 1240 acres  
 more or less & being the same lands bought by me A. C. McWillie  
 from said John Specomb at the public sale thereof by him as agent,  
 of Henry Andrews decd, on the 15<sup>th</sup> of December AD 1845 to  
 the said party of the second part; to have and to hold said lands  
 unto the said party of the second part his heirs and assigns  
 forever. And the said parties of the first part do hereby warrant  
 and defend the title to said lands unto the said party of the  
 second part against said parties of the first part & all claim-  
 ing under, through or by their, & against none other, forever  
 In Witness Whereof the said parties of the first part have hereunto  
 set their hands & seals this 16<sup>th</sup> day of December AD 1845

A. C. McWillie {seal}  
 Jane S McWillie

The State of Mississippi }  
 Madison County } Personally appeared before the undersig-  
 ned Mr Davis Jr a Justice of the peace in & for said County, Abram  
 A McWillie the grantor in the foregoing deed, who acknowledged  
 that he signed, sealed and delivered, the same as his act and deed  
 on the day and for the purposes therein mentioned, And also came  
 before me Jane S McWillie wife of said Abram, who being examined  
 by me separately & apart from her said husband, acknowledged  
 that she signed, sealed & delivered the same as her act & deed.

Without any fear, threats or compulsion of her said husband  
Voluntarily Given under my hand and seal 6<sup>th</sup> day of February 1846

M<sup>rs</sup> David J. P. [Signature]

John South  
Trustee of School lands  
Township 9 R 2 E }  
Ridgeland, Miss<sup>ss</sup> 28<sup>th</sup> Feb 1846

Compromise  
Articles of agreement made and entered into this  
25<sup>th</sup> day of October A<sup>d</sup> 1845 by and between John South Trust  
William Hogg, William Bennett, Joseph H. Cannon & Hercules W  
M. H. H. Trustees of School & School lands in Township 9  
& Range 2 East in County of said Township of one part, and  
John Alworth of the other part all of Madison County State of  
Mississippi. Whereas on the 29<sup>th</sup> day of September  
A<sup>d</sup> 1834 the school lands viz. the sixteenth section of said Township  
was duly offered for sale or lease for the term of thirty nine years  
at a price of \$1000.00 when the said John Alworth being the highest  
bidder became the lessee thereof and executed his four several  
notes therein payable in one two three & four years for the gross sum  
of \$11,000.00 with security according to law; And whereas afterwards  
to wit on the 24<sup>th</sup> of August 1840 the said John Alworth  
renewed his said notes to the then Trustees of said Township by  
executing his individual note for the said sum of \$11,000.00 payable  
on the 29<sup>th</sup> day of July A<sup>d</sup> 1848 with interest annually at the  
rate of 10 per cent per annum from the 29<sup>th</sup> day of July 1840  
and to secure the payment thereof duly executed a deed of mortgage  
to the then Trustees of said School lands, covering the following  
lands in said County, to wit: The N<sup>o</sup> 4 of sec 20, the S<sup>o</sup> 4 & E<sup>o</sup> of  
N<sup>o</sup> 4 and S<sup>o</sup> 2 of N<sup>o</sup> 4 of sec 17, the N<sup>o</sup> 2 of sec 21, the N<sup>o</sup> 2 of N<sup>o</sup> 4, the N<sup>o</sup> 4  
the N<sup>o</sup> 2 of N<sup>o</sup> 4, the S<sup>o</sup> 4 & the E<sup>o</sup> of E<sup>o</sup> of N<sup>o</sup> 4 of sec 15, the S<sup>o</sup> 4 & E<sup>o</sup>  
of N<sup>o</sup> 4 of sec 10, the N<sup>o</sup> 4 of sec 14, the N<sup>o</sup> 2 of the N<sup>o</sup> 4 of sec 23  
the N<sup>o</sup> 2 of E<sup>o</sup> of N<sup>o</sup> 4 of sec 22, the E<sup>o</sup> of N<sup>o</sup> 4 of sec 19, the E<sup>o</sup> of  
N<sup>o</sup> 4 & the N<sup>o</sup> 2 of N<sup>o</sup> 4 of S<sup>o</sup> 4 of sec 18, all in Township 9 Range East  
and all the said Alworth's interest in the said section 16 said Town-  
ship and Range, and whereas on the 29<sup>th</sup> day of April 1840 (a portion  
of the annual interest on said note remaining unpaid) the beforemen-  
ed Trustees by their President John South filed their Bill in the  
Chancery side of the Circuit Court of Madison County for the  
foreclosure of the said mortgage and gave notice that possession  
of said mortgage premises could be demanded according to law  
and whereas a majority of the heads of families resident  
in said Township have asserted in writing to the following  
agreement of compromise, reduction & release according to the  
statute in such cases made and provided, Therefore the said  
Trustees in behalf of said Township and the wharabouts

them, have agreed and do hereby covenant and agree with the said John Alsworth to discharge the aforesaid debt against him, to cancel and annul the aforesaid mortgage as to all the lands described therein except the 16<sup>th</sup> section of said Township, and deliver up to said Alsworth his said note for \$11,100.00 - in consideration of which the said John Alsworth doth hereby covenant & agree with said Trustees that he will doth hereby Release and forever quit Claim unto said Trustees & their successors in Office in behalf of said Township all the right, title interest and claim of him the said Alsworth in and to the said 16<sup>th</sup> Section of said Township, and all payments heretofore made by him on account of the same & for the same consideration and as a renewal of his said note according to the reduction made by the said Trustees with the written consent of the Citizens of said Township the said Alsworth doth hereby agree to pay to said Trustees or their successor for the use of said Township the sum of Two Thousand Dollars on or before the 1<sup>st</sup> day of January 1846 with interest thereon at the rate of 8 percent per annum after maturity till paid and hath executed his promissory note of even date with these presents for the payment aforesaid and hath given security satisfactory to said Trustees. In testimony whereof the parties have hereunto set their names & seals on the day & year first above written

9<sup>th</sup> July 46 John Smith Trustee  
 of Board of Trustees  
 W. Hoy Trustee  
 William D. Smith Trustee  
 Jos. H. Vannoy Trustee  
 R. W. McKinney Trustee  
 John Alsworth Trustee  
 Minister of Schools  
 & School Land in  
 Town 9 N 20 East

The State of Mississippi }  
 Madison County, ss } Personally appeared before me  
 John Cannon Clerk of the Probate Court of said County  
 John Alsworth, Jos. H. Vannoy and R. W. McKinney who  
 severally acknowledged that they signed, sealed and  
 delivered the foregoing deed on the day and for the purposes  
 therein specified as their act and deed

Given under my hand and seal of Office at  
 Canton this 18<sup>th</sup> day of November A.D. 1845  
 John J. Cannon Clerk

The State of Mississippi }  
 Madison County, ss } Personally appeared before  
 me John J. Cannon Clerk of the Probate Court

of said County William Bennett who acknowledged that he signed sealed and delivered the foregoing deed on the day and for the purposes therein specified as his act and deed

{seal}

Given under my hand and seal of Office at Canton this 21<sup>st</sup> day of Jan'y AD 1846  
John T. Cameron Clerk

The State of Mississippi }  
Madison County ss } Personally appeared before me John T. Cameron, Clerk of the Probate Court of said County John Smith & William Hoy who acknowledged that they signed sealed and delivered the foregoing deed on the day and for the purposes therein specified as their act and deed

Given under my hand & seal of Office at Canton this 9<sup>th</sup> day of Feby 1846  
John T. Cameron Clerk

Lewis Stowers }  
Power of Attorney }  
Probate Clerk }

Rec'd for Record & Recorded 23<sup>rd</sup> March 1846  
Attest Spencer & wife. W Lewis Stowers

Is the Clerk of the Probate Court of Madison County State of Mississippi

I hereby authorize and empower you to release Aratus N Spencer and Sarah Spencer from any debts or obligations comprised in a deed of Mortgage made by said Aratus N Spencer and Sarah A Spencer his wife to Lewis Stowers on the thirtieth day of January Eighteen hundred and thirty four on the plantation and negroes sold said Aratus N Spencer by said Stowers as per records of said Court of Probate the 16<sup>th</sup> day of Feby 1834 and recorded in Book B Page 113, 114 & 115 and I hereby acknowledge that all the notes specified in said deed of mortgage have been fully settled and paid. In witness whereof I have hereunto set my hand and seal this 15<sup>th</sup> day of Feby 1845

Lewis Stowers {seal}

The State of Mississippi }  
County of Claiborne ss } Personally appeared before the undersigned Clerk of the Probate Court of in and for said County the above named Lewis Stowers who acknowledged that he signed and sealed the foregoing Power to release a mortgage for the purposes and on the day and upon therein expressed as his act and deed

Given under my hand & seal of Office at Port Gibson this 15<sup>th</sup> day of February AD 1845  
Fred. J. Poir Clerk

{seal}



J. H. White } Rec. for Record & Recorded 23<sup>rd</sup> March 1846  
 deed }  
 Jas M Jones } This Indenture made and entered into this thirteenth day of January eighteen hundred and forty six, between J. H. White of the one part and Jas M Jones of the other part all of Madison County Miss. Be it remembered that the said J. H. White for and in consideration of the sum of Fifteen hundred dollars to him in hand paid by the said Jas M Jones, the receipt of which is hereby acknowledged, doth bargain, grant and sell, and by these presents have bargained, granted and sold unto the said Jones his heirs and assigns a certain tract or parcel of land described as follows to wit: The west half of the North West quarter, the west half of the East half of the North West quarter of section thirty six. The East half of the South East quarter and East half of the East half of North East quarter of section thirty five all in Township eight Range one West of the basis meridian in the Choctaw District. To have and to hold the above described tract or parcel of land, with all the improvements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Jones his heirs and assigns forever. And the said White party of the first part for himself, his heirs or assigns with firm warrant and defend against the lawful claims of all claiming under him or the government of the United States (in fee simple) In testimony whereof the said White has hereunto set his hand and affixed his seal, the day and date above written  
 J. H. White

The State of Mississippi } Personally appeared before me the  
 Madison County } undersigned an acting Justice of the peace  
 in and for said County the above named J. H. White who acknowledged that he signed, sealed & delivered the foregoing deed of conveyance to the within named James M. Jones on the day & date therein mentioned  
 Given under my hand & seal this 24<sup>th</sup> day of January  
 A. D. 1846

Carroll Galloway J. P.

V  
 John Hamblin } Rec. for Record 9<sup>th</sup> Feb & Recorded Mar 23 1846  
 do }  
 John B Moore, Jas } Know all men by these presents that I John  
 Portchard & Nathan } Hamblin of the County of Madison in the  
 B Whitehead } State of Alabama in consideration of the sum  
 of two thousand dollars to me in hand paid by John B Moore Jas }  
 Portchard and Nathan B Whitehead of the County of Madison  
 in the State of Mississippi, the receipt whereof I do hereby acknowl-

owledge have bargained, sold and quit claimed, and by these presents do bargain sell and quit claim unto the said John Pelliver, James S. Fortland and Nathan P. Whitehead, and to their heirs and assigns forever, all my right, title, interest, estate, claim and demand, <sup>at</sup> ~~to~~ law and in equity and as well in possession as in expectation, of in and to all that certain tracts or parcel of land, lying and being situate in the County of Madison and State of Mississippi and described as follows, to wit: the North half of the North West quarter of section thirty six (36) in township seven (7) of Range four (4) East containing eighty acres, the South West quarter of section twenty five (25) in Township seven (7) of Range four (4) East containing one hundred and fifty acres; the West half of the South East quarter and the North half of the East half of the South East quarter of section twenty five (25) in Township seven (7) of Range four (4) East containing one hundred and twenty acres and two South half of the East half of the South East quarter of section twenty six (26) in Township seven (7) of Range four (4) East containing forty acres, with all and singular the incidents and appurtenances thereto belonging or appertaining. In all things whereof I have hereto set my hand and seal affixed my seal this 27<sup>th</sup> December

John Hamblin [seal]

The State of Alabama }  
 Madison County } Personally appeared before the undersigned  
 Judge of the 5<sup>th</sup> Judicial Circuit Court of the State of Alabama  
 John Hamblin who acknowledged that he signed, sealed and  
 delivered the foregoing Power of Attorney in the last cited year therein  
 mentioned as his act and deed for the purposes therein mentioned  
 Given under my hand and seal this 2<sup>nd</sup> day  
 of January 1846  
 Geo. W. Law Judge [seal]

Stephen Mallard } Recd. for Recd 9<sup>th</sup> Feb 1846. Recd. 23<sup>rd</sup> Mar 46  
 Geo. W. Muline } This Indenture made and entered into this  
 twelfth day of January One thousand Eight hundred and forty  
 six between Stephen Mallard & Mary Mallard of the first  
 part and George W. Muline of the second part all of the County of  
 Madison & State of Mississippi, Witnesseth that for and in consideration  
 of the sum of six hundred and seventy five dollars in hand paid by the  
 party of the second part and the Recd. hereby duly acknowledged and the  
 party of the second part forever released from the same, the party of the  
 first part have this day granted, bargained, sold & released  
 and by these presents do grant, bargain, sell, convey and  
 release unto the said Geo. W. Muline the party of the second  
 part a certain tract or parcel of land lying and being

situated in the County of Madison and State of Mississippi and known and more particularly designated by the South half of the east half of South West, quarter section twenty nine Township Eighth Range one West, To have and to hold the same together with all and singular the rights, tenures, hereditaments and appurtenances to the said premises belonging or in any wise appertaining to. To have and to hold the same all and singular the premises before described unto the said G. J. Malone his heirs and assigns forever. And we the Party of the first part do hereby bind ourselves our heirs, executors and assigns to warrant and forever defend all and singular the above said premises unto the said G. J. Malone his heirs & assigns against us and our heirs and against every person or persons whomsoever lawfully claiming the same or any part thereof.

Witness our hands and seals this twelfth day of January AD one thousand eight hundred & forty six (1846)  
 Signed sealed & delivered in the presence of  
 Stephen M. Clendenen  
 Mary M. Clendenen

The State of Mississippi }  
 Madison County } Personally appeared before the undersigned an acting Justice of the Peace in and for said County Stephen M. Clendenen and Mary M. his wife who acknowledged that they signed, sealed and delivered the above and foregoing instrument of writing as their act and deed for the purposes therein mentioned and set forth, and the said Mary M. Clendenen wife of said Stephen M. Clendenen on an examination separate and apart from her said husband acknowledged that she signed, sealed and delivered the same as her voluntary act and deed without any fear, threat or compulsion of her said husband  
 Given under my hand and seal this 10<sup>th</sup> day of January AD 1846  
 A. A. Foster J. Peace

✓ Geo. P. Clendenen & Wm. J. Clendenen 2<sup>nd</sup> of February 1846, Recorded March 24, 1846  
 deed }  
 Geo. J. Malone } This indenture made and entered into this twenty eighth day of January AD one thousand eight hundred and forty six between Geo. P. Clendenen and Wm. J. Clendenen his wife of the first part and Geo. J. Malone of the second part all of the County of Madison and state of Mississippi Witnesseth that for and in consideration of the sum of five hundred and sixty dollars in hand paid the said third party acknowledged before the signing, sealing and

delivery of these presents I, Geo P Landon the party of the first part, have this day bargained, sold, conveyed, & delivered and by these presents do bargain, sell, convey and deliver unto J. J. Hulme the party of the second part, all that tract or parcel of land, lying and being situated in the County of Madison and State of Mississippi and known and designated as the South east quarter of section twenty nine, Township, eight range one west, containing one hundred and sixty acres more or less. To have and to hold the same with all and singular the rights, benefits and Advantages thereunto belonging or in any wise appertaining to unto the said J. J. Hulme his heirs, Administrators and assigns forever. And I the said Geo. P. Landon bind myself, heirs, administrators and assigns to warrant and forever defend the above described premises, unto the said J. J. Hulme his heirs, Administrators and assigns, against myself, my heirs, administrators and assigns and against all persons whomsoever claiming the same. In witness whereof I the said Geo. P. Landon have hereunto subscribed my name and affixed my seal this day and year first above written.

George P Landon Seal  
 Mary E Landon Seal

The State of Mississippi }  
 Madison County } Personally appeared before me  
 the undersigned an acting Justice of the Peace in and for said County George P Landon who acknowledged that he signed, sealed and delivered the within deed with full knowledge of its contents and for the purposes therein named as his his own act and deed, also at the same time and place Mrs. Mary E Landon after a private examination separate and apart from her husband acknowledged that she signed, sealed the said deed with a full knowledge of its contents and meaning as her own voluntary act without fear or compulsion from her husband

Given under my hand and seal this 28<sup>th</sup> day January A.D. 1846  
 W. J. Huntington Seal

\* Milled Wills } Pow. for Presd 9<sup>th</sup> Feb 1845 then? 24<sup>th</sup> Mar. 1846  
 John Wills }  
 John Wills } I know all men by these presents that I, Milled Wills of Natchez County, Mississippi have constituted and appointed & by these presents do constitute & appoint my son of arms & Wells of Madison County in the same State, my true & lawful attorney, for me & in my name to purchase for me any & every kind of property, at his discretion, & to sell & convey, & make perfect title to, any & every species of property, real & personal which I may hold, or hereafter acquire, hereby authorizing and empowering

any transaction which he may effect within the compass of the authority herein conferred

Witness my hand & seal this 16<sup>th</sup> day of December 1845

Mildred Wells Seal

State of Mississippi

County of Madison } This day the above named Mildred Wells appeared before the undersigned a Justice of the Peace of said County, & acknowledged that she signed, sealed, & delivered the foregoing power of Attorney as her act and deed.

Given under my hand and seal this 16<sup>th</sup> Decr 1845

W. H. Paul Justice of Peace

Stephen McQuinn } Recd for Record 9<sup>th</sup> Feb & Recorded 24<sup>th</sup> Mar 1846  
Deed

Geo P Quinn } This Indenture made and entered into this twelfth day of January One Thousand Eight hundred and forty six between Stephen McQuinn (Commissioneer) of the County of Madison and State of Mississippi of the first part and Geo P Quinn of County & State aforesaid of the second part Witnesseth that whereas by an order of the Probate Court of Madison County State of Miss. made at a regular term thereof some time in the year of Eighteen hundred and forty four the said Stephen McQuinn was authorized and appointed Commissioneer to sell a portion of the real Estate of Washington McQuinn and did sell the same to Geo. P. Quinn aforesaid who was the highest bidder for the same. Which by reference to the returns made by said Commissioneer filed in said Probate Court Office some time in the year Eighteen hundred & forty five, will more fully appear. Now this indenture Witnesseth that for and in consideration of the sum of three thousand Nine hundred Dollars to the said party of the first part in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, has granted, bargained, sold and delivered and by these presents do grant, bargain sell, convey and deliver unto the said party of the second part the following described lands lying and being situate in the County and State aforesaid (to wit); South East quarter sec Number North East quarter section thirty; West half of South West quarter sec twenty West half of North West quarter sec twenty nine East half of South East quarter sec thirty (except a small lot off the South West corner of the West half of North East quarter of sec thirty cut off by Clinton & Vernon roads) all in Township eight range one west to have and to hold the said described lands with all the rights, privileges and appurtenances and incidents thereto belonging or unto the s<sup>d</sup> party of the second part his heirs & assigns forever

In testimony whereof the said party of the first part has set his hand and seal this day and year first herein before written, Entertainations on the first page between the twenty six and twenty first line the word dollars should be this seventh word in twenty first line

intended before signing signed, sealed in the

Stephen A. Gardner Comr [Seal]

presence of Jst N. A. Foster

State of Mississippi } Personally appeared before the undersigned  
Madison County } an acting Justice of the peace in and for  
said County Stephen A. Gardner whose name is signed to the within  
deed and acknowledged that he signed, sealed and delivered the  
within and foregoing instrument for the purposes therein mentioned on the  
day and year therein written.

Given under my hand and seal this twenty  
January 1846

N. A. Foster J. [Seal]

J. W. Campbell } Recd for Record 9<sup>th</sup> Feb & Record 24<sup>th</sup> March 1845  
J. D. Duncanson }

This Indenture made and entered into this twenty seventh day of January A.D. One thousand eight hundred and forty six between J. W. Campbell of the County of Madison and State of Mississippi of the first part and J. D. Duncanson of the County of Hinds and State aforesaid of the second part, It is testified that whereas the party of the first part purchased of Duncan G. B. collector of taxes for the County of Madison aforesaid the following described land to wit: the South half of South East quarter of section twenty seven, township eight Range two west on the twenty fifth day of March one thousand eight hundred and forty three which by reference to the deed of said G. B. recorded in the probate Court office of said County of Madison will more fully appear. Now this Indenture, It is testified that the said party of the first part for and in consideration of the sum of thirty three dollars and seventy five cents to him in hand paid at and or before the executing and delivering these presents the receipt whereof is hereby acknowledged, and the said party of the second part forever released from the same, with granted, bargained and sold and by these presents do grant, bargain and sell and deliver unto the said party of the second part all his right title, interest, claim and demand of in and to the aforesaid land to have and to hold the said described land with all the right, privileges and appurtenances thereunto belonging or unto the said party of the second part his heirs and assigns forever. In testimony whereof, I the said party of the first part have hereunto set my hand and seal the day and year

above or within written in the presence of

Just  
P. W. Green

J. M. Campbell Esq

The State of Mississippi } Personally appeared before me John J  
Madison County } Cameron Clerk of the Probate Court  
of said County George W Campbell who acknowledged that he  
signed, sealed and delivered the foregoing deed on the day and for  
the purposes therein expressed as his act and deed.

Given under my hand and seal of Office

Seal

at Canton this 9<sup>th</sup> day of February, 1846

John J. Cameron Clerk

Charles Sheppard & wife  
deeds

Rec<sup>d</sup> for Record 9<sup>th</sup> Feb & Recorded, 24<sup>th</sup> March

C. R. Crawford & Madison  
Judge W. L. Vernon

This indenture made and entered into this  
the twenty ninth day of October A. D.

Eighteen hundred and forty five between Charles Sheppard and  
wife Rebecca P. Sheppard of the first part and C. R. Crawford  
for himself & Gustav Stearns M. D. of Madison Judge W. L. of the  
second part, Witnesses. That for and in consideration of the sum  
of two hundred and fifty dollars in hand paid by the parties of the  
second part, at and before the sealing and delivery hereof, the  
receipt whereof is hereby acknowledged. It is this day  
granted, bargained & sold, and by these presents doth bargain  
sell and convey to the said party of the second part their heirs  
and assigns forever, all the right, title, claim or interest they  
have in and to the following named and described lot  
or parcel of land with all and singular the appurtenances  
thereunto belonging or appertaining (viz) designated  
in the plot of the Town of Vernon Madison City State of Mississippi  
as lot Number three, in the Northwest square of said town,  
unto the said party of the second part, their heirs & assigns  
Executors or Administrators forever - And the party of the first  
part covenant and agrees to and with the party of the second  
their heirs, Executors, Administrators and assigns to warrant &  
defend the title to the said lot or parcel of ground above described  
with the appurtenances thereunto belonging unto the party of the second  
part, their heirs and assigns, against the claim or claims either  
legal or equitable of all persons whatsoever claiming unto  
claim said premises, or any part thereof forever by these  
presents. In testimony whereof the party of the first part  
hath hereunto set their hands and affixed their seals  
the day & year above written

Charles Sheppard Seal

Rebecca P. Sheppard Seal

The State of Mississippi }  
 Madison County } Personally appeared before me the under-  
 signed Justice of the Peace in and for said County, Charles Shepard  
 who acknowledged that he signed, sealed and delivered the within  
 deed of conveyance with a full knowledge of its contents & meaning  
 and that of his own free will and accord, for the purposes therein  
 mentioned and set forth, this the 1st day of November AD 1845  
 A. A. Foster Notary

The State of Mississippi }  
 Madison County } Personally appeared before me the under-  
 signed, Justice of the Peace in and for said County, Rebecca R  
 Sheppard wife of the said Charles Shepard, separate and apart  
 from her husband, who acknowledged that she signed, sealed  
 & delivered the within deed foregoing deed of conveyance of her  
 own free will and accord and that without any fear, threat  
 or compulsion of her husband, with a full knowledge of its contents  
 and meaning and therein mentioned and set forth this the first  
 day of November AD 1845  
 A. A. Foster Notary

H. S. Stephens - I separate and apart  
 from her husband before signing and  
 sealing - in the 4th line from top of  
 Certificate - A. A. Foster Notary

N. M. Taylor } Recd. for Record 10th Feb. Recorded 24th Mar. 1846  
 A. M. Ghee }  
 I know all men by these presents that I Nathl. M.  
 Taylor of the County of Macon & State of Mississippi of the one  
 part, and Archibald M. Ghee of the same County &  
 State of the other part (Alabama) that for and in consideration  
 of the sum of two hundred and ten dollars to me in hand  
 paid by the said Archibald M. Ghee; the receipt whereof  
 is hereby acknowledged, I the said Nathl. M. Taylor have  
 this day bargained, sold and delivered, and by these presents  
 do sell and convey to him the said M. Ghee all the right,  
 title and interest, I have in and to the following described  
 tract or parcel of land to wit; Lot No. 6 & 7 in section of  
 Township 7 Range 2 East lying and being in the County  
 of Madison and State above; and containing in the  
 whole two hundred and three acres more or less. It being  
 the said A. M. Ghee, to have and to hold, to his own proper  
 use and benefit, and to his heirs and assigns forever, together  
 with the rights, privileges and immunities thereunto belong-  
 ing; The title of which land I the said N. M. Taylor do  
 forever warrant and defend to him the said M. Ghee



against the claim or claims of any and all persons who-  
ever claiming the same either in law or in equity. In  
Testimony of which I have hereunto set my hand and  
affixed my seal the 4<sup>th</sup> day of Feby 1846

N. M. Taylor Seal

State of Mississippi

Hinds County } Personally appeared before the under-  
signed Justice of the Peace in and for said County N. M. Taylor  
who acknowledged that he signed, sealed and delivered the  
 foregoing deed for the purposes therein contained freely  
 and as his own act and deed

Given under my hand and seal this 5<sup>th</sup>  
 day of February 1846

J. M. E. W. D. Seal

George Darden } Rec. for Record 10<sup>th</sup> Feb & Recd. 24<sup>th</sup> Mar, 1846

And

Geo. B. Granbury } This indenture made and entered into the  
 tenth day of July in the year of our Lord one thousand eight  
 hundred and forty five between George Darden of the County  
 of Madison and State of Mississippi of the first part and  
 George B. Granbury of the County of State of Mississippi of the  
 second part. Witnesseth that the said party of the first part  
 for and in consideration of the sum of four hundred and  
 fifty dollars to him in hand paid, at or before the executing and  
 delivery of these presents, the receipt whereof is hereby acknowledged  
 and the said party of the second part forever released from  
 the same, hath granted, bargained, sold and delivered and  
 by these presents, do grant, bargain, sell and deliver unto  
 the said party of the second part the following described  
 land situate, lying and being in the County and State aforesaid  
 to wit: the East half of North West quarter of section twenty, six  
 and all of the East half of South West quarter of section twenty  
 three that lies south of Boque-Chella Creek all in Township  
 Eight of Range two West. To have and to hold the said descri-  
 bed lands with all the rights, privileges and appurtenances  
 thereunto belonging, unto the said party of the second part, his heirs  
 and assigns forever. The said party of the first part for himself  
 and his heirs, hereby covenants with the said party of the  
 second part, his heirs and assigns, that he will warrant the  
 title of the said land against all and every person claiming  
 the same. In Testimony whereof he hath hereunto set his  
 hand & affixed his seal the day and year above written  
 Signed, sealed and delivered

in the presence of

W. M. Austin

George Darden Seal

State of Mississippi? Personally appeared before the undersigned, a Justice of  
 Madison County of the Peace for the said State in and for the County  
 aforesaid, George D. Standen, whose name is signed to the within deed and  
 he acknowledged that he signed, sealed and delivered the same, for the pur-  
 poses and uses therein mentioned and on the day and year therein written  
 Given under my hand and seal this 16th day of  
 July 1845

W. J. D. [Signature]

Robert J. Collins Trust for Record February 16<sup>th</sup> 1846  
 Thomas H. Cooke

Know all men by these presents, that whereas the  
 N. J. Dick Co. of New Orleans made a deed in Trust to Robert J. Collins  
 to secure the payment of two promissory notes, one payable to N. J.  
 Dick Co. of New Orleans on the 1<sup>st</sup> of January 1843 for five hundred  
 dollars, the other to the same parties payable on the 1<sup>st</sup> of January  
 1844 for five (or fifteen) hundred dollars on which said notes, the  
 H. Cooke was the surety of S. John H. and whereas the said John H.  
 Cooke being desirous of securing the S. Thomas H. for his S. surety  
 ships, made a deed in Trust to S. Robert J. Collins on certain  
 lands, to wit; the N. E. 1/4 and the W. 1/2 Sec. 31, Town  
 10 Range 5 East also the W. 1/2 of Sec. 31, Town  
 10 Range 5 East also the W. 1/2 of the N. E. 1/4 and the W. 1/2 of the N. E. 1/4 Sec.  
 15 Town 8 Range 2 West - together with other property described  
 in said deed (reference to which is hereby made) duly recorded  
 in the Office of the Probate Court of Madison County in Book of pages  
 621, 622 & 623. And whereas the said Thomas H. Cooke desirous of  
 being released from said surety ships by transferring said property in  
 said deed in Trust, to said N. J. Dick Co. Now for and in  
 consideration of the release of the said Thomas H. Cooke as surety  
 on the two notes above described made payable to N. J. Dick Co.  
 the said Robert J. Collins as trustee as aforesaid, and the S.  
 Thomas H. Cooke do give release and quit claim  
 to the said N. J. Dick Co. all the right title, interest or claim  
 that they or either of them have, to all and every portions  
 of the property real or personal in the said deed in Trust  
 described as aforesaid. In Testimony whereof the said  
 Robert J. Collins as Trustee as aforesaid, and the said  
 Thomas H. Cooke have hereunto subscribed their names and  
 affixed their seals this 16<sup>th</sup> day of February 1846

R. J. Collins [Signature]  
 as Trustee  
 Tho. H. Cooke [Signature]

The State of Mississippi }  
 Madison County sec } Personally appeared before me  
 John W Cameron, Clerk of the Probate Court of said County  
 Robt J Collins and Thos W Cook who acknowledged that they  
 signed, sealed and delivered the foregoing deed on the day  
 and for the purposes therein specified as their act and  
 deed

Given under my hand and seal of Office at  
 Canton this 16<sup>th</sup> Day of February A.D. 1846  
 John W Cameron Clerk

Charles B Green }  
 Debtor }  
 Dick B. McClain & Hill }  
 Release of the Equity of }  
 Redemption to Mrs }  
 Mrs. J. S. R. I. W }  
 Missippi of the one part, and James Dick, William S McClain  
 and Henry B W Hill Survivors of N of Dick and Company  
 of the City of New Orleans, State of Louisiana of the other part  
 Whereas the said Green by indenture of Mortgage bearing date and  
 about the seventh day of September in the year of our Lord one  
 thousand, eight hundred and thirty seven, under his hand  
 and seal, duly acknowledged and recorded in said County  
 of Madison, did among other property grant, bargain, sell and  
 convey to Nathaniel Dick, Richd B Potter, William J. McClain  
 and Henry B W Hill, the W of Mrs of sect 34 in Township  
 N 8 of Range No one West containing eighty acres be the same  
 more or less, situated lying and being in the County and State  
 first aforesaid, to secure the payment of certain sums of  
 money mentioned in said Indenture of Mortgage, as will  
 more fully appear, reference being had to the said Mortgage  
 and whereas there remains due and unpaid of the said  
 sums of money, the sum of three hundred and fifty dollars  
 and upwards Now this Indenture, witnesseth that the said  
 Green, as well for and in consideration of the said sum of three  
 hundred and fifty dollars, being paid and credited on  
 the sum due and unpaid on said Mortgage, as of the sum  
 of one dollar to him in hand paid by the said Dick, McClain  
 and Hill at and before the executing and delivery hereof, the  
 receipt whereof is hereby acknowledged, He the granted  
 bargain, sold, released and conveyed and by these  
 presents to the grants, bargain, sell, release and convey to  
 the said Dick, McClain and Hill, survivors as aforesaid  
 and to their heirs and assigns all his estate, right

Proc for Record 16<sup>th</sup> Feb & Recorded Mar 25<sup>th</sup> 1846

title, interest, property, claim, demand, right and Equity of Redemption of  
me and to the above described estate of land, hereditaments and premises with  
appurtenances, I have and to hold the said rights of land, hereditaments  
and premises, hereby granted, or hereafter to be granted with  
the appurtenances unto the said A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. tenants  
in Common and not as joint tenants, their heirs and assigns  
to the only proper use and behoof of the said A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.  
their heirs and assigns forever.

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

In presence of

John Green

The State of Mississippi } Personally appeared before me John D  
Madison County, sec. } Lemmon Clerk of the Probate Court  
of said County. Charles B. Green who acknowledged that  
he signed, sealed and delivered the foregoing deed on the day and  
for the purposes therein specified as his act and deed.

Given under my hand and seal of office  
at Canton this 10<sup>th</sup> day of February A.D. 1846  
John D. Cannon Clerk

John A. Collins } Recd. for Recd. & Recd. 25<sup>th</sup> March 1846  
Power atty }

John A. Collins } Know all men by these presents that I John A  
Collins a citizen of Madison County Mississippi, at present  
in exile in the State of Texas have made, constituted and  
appointed and by these presents do make, constitute and appoint  
Messrs B. W. Green of the City of New York and William C. Gupper  
of the town of Canton, Miss. my true and lawful attorneys  
for and in my name as fully & perfectly as I myself might do to  
see all the real estate belonging to me in the State of Mississippi  
consisting of a tract of land lying about eight miles north of the  
town of Canton, forty acres of land lying about one mile from  
Canton on the Sharon road and my residence situated in said  
town of Canton and to execute deeds of general warranty to the pur-  
chasers thereof, provided my wife Juliet A. Collins shall consent to  
said sale by relinquishment of her dower rights, but this power is inten-  
ded expressly to depend upon her consent to be manifested as above  
stated. I do further empower my said attorney with the consent and under  
the direction of my said wife to see all my furniture of whatever descrip-  
tion, tools, waggon, horses, corn, fodder and provisions, hogs & cattle of every  
description, I do shew to sell anything that belongs to me known  
under the head of property, except my negro and books, I further author-  
ize my said attorney out of the proceeds of said sale to pay any or all

debts due by me in said state & all legal interests thereon  
 I further authorize my said attorney Hector B. McLean to  
 take possession of the contents of my said wife, of my  
 negroes, & my things in the City of Wheeling and his heirs  
 to the best advantage, that in no event are said negroes to go  
 beyond the limits of said state unless all my debts are first  
 paid by the sale aforesaid & a lawsuit in the Chancery Court  
 as factum in relation to a joint. Many first terminated &  
 I further empower my said attorney to remove my family  
 to Wheeling & provide a suitable place for their residence  
 at my expense, either by renting or otherwise, I empower  
 my said attorney to do fully all things necessary to sell  
 my real estate & other property mentioned - to pay my debts &  
 to remove my family white and black to Wheeling and  
 I do hereby give them general powers under the direction  
 of my wife, for that purpose hereby ratifying & confirm-  
 ing as fully as if they were my own acts, all that may  
 be done by my said attorney in the premises.

Given under my hand and seal at  
 Gonzales Texas February 25<sup>th</sup> 1846  
 John A. Collins

The State of Mississippi }  
 Madison County, ad } Personally appeared before  
 me John T. Cannon, Clerk of the Probate Court of said  
 County Hugh A. Lawson who being duly sworn deposed and  
 said that he truly believes the signature to the foregoing instru-  
 ment to be the handwriting of John A. Collins, that he is acquaint-  
 ed with the handwriting of said Collins from having frequently  
 seen him write

{ seal } Given under my hand and seal of Office at  
 Canton this 25<sup>th</sup> day of March A.D. 1846  
 John T. Cannon Clerk

William S. Bailey shuff } Recd for Record 17<sup>th</sup> Feb. & Recd. Mar 25<sup>th</sup> 1846

Suey Riley } This indenture, made and entered into  
 this 16<sup>th</sup> day of February Anno Domini one thousand eight  
 hundred and forty six between William S. Bailey Sheriff of  
 Madison County Mississippi, of the first part and Suey Riley  
 of the second part, Witnesseth that whereas judgement was  
 rendered by the Circuit Court of the County of Madison  
 aforesaid, and against Lebin French and William Riley  
 on the 31<sup>st</sup> day of January 1840 in the following case, viz, at  
 the special January Term 1840 of said Court, as aforesaid, to wit,  
 Daniel Morse vs Lebin French and William Riley for the sum  
 of one hundred and eleven dollars and thirty three cents

with interest at the rate of 8 Percent per annum, from date until paid and cert of sale, and whereas writs of fieri facias issued from the office of the Clerk of the Circuit Court aforesaid, directed to the Sheriff of Madison County aforesaid, commanding him that of the goods and Chattels, lands and tenements of the aforesaid Elias French & William Riley he caused to be made the sum of money on returned in said writ, to render to the said Plaintiff at the April term AD 1846.

of said Court, and the said Sheriff in conformity to the command of said writ did levy on the sixteenth day of January AD 1846 on the following described lot in the town of Canton as the property of said defendant William Riley lying and being in the County of Madison aforesaid, to-wit: One parcel & lot in the town of Canton situated south of Pine Street & West of Main Street and known according to the plan of said town as lot Number One and the said William S Bailey Sheriff did advertise the same for sale according to Law, and the said William S Bailey Sheriff as aforesaid, on the twentieth day of February AD 1846 did offer the same for sale at the Court house door aforesaid, to the highest bidder for Cash, and said Lucy Riley appeared and bid Forty dollars which was more than any other person did or would bid; now therefore, for the consideration of the aforesaid sum of Forty Dollars and to me in hand paid, the receipt of which is hereby acknowledged, I, William S Bailey Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff, do hereby bargain, sell and convey to the aforesaid Lucy Riley her heirs and assigns, all the right, title, interest and claim of the aforesaid William Riley in and to the aforesaid Lot, together with all and singular the appurtenances thereto belonging or in anywise appertaining, to have and to hold the same for ever from the said William Riley his heirs, Executors and Administrators.

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

Test.  
Jesse Brown

Wm S Bailey Sheriff

The State of Mississippi }  
Madison County set } Personally appeared before me  
John T Cameron Clerk of the Probate Court of said County  
William S Bailey who acknowledged that he signed  
sealed and delivered the foregoing deed on the day and  
for the purposes therein specified as his act and deed  
as Sheriff of said County

Seal

Given under my hand and seal of Office at  
Canton this 17th day of February AD 1846  
John T Cameron Clerk

Thomas B. Hoover } Rec. for Record 17<sup>th</sup> Feb & Recorded 25<sup>th</sup> Mar 1846

of deed } I Thomas B Hoover for and in Consideration of the sum of five hundred dollars to me paid the receipt of which is hereby acknowledged have this day bargained sold, released, and quit Claimed, and by these presents do hereby bargain, sell release and quit claim unto Francis G Green all that tract or parcel of land lying, being and situated in the County of Madison and State of Mississippi and known and described as the South half of section twenty two and lots one, two and three of section twenty seven and the East half of the South East quarter of section twenty one all in township N seven North of Range N two East containing by estimation six hundred and forty acres more or less, together with all and singular the tenements hereditaments and appurtenances thereto belonging; to have and to hold to him the said Francis G Green his heirs and assigns forever, And I hereby bind myself to the said Green forever to warrant and defend the title only as against myself my heirs and those claiming under me

Witness my hand and seal this the sixteenth day of April Eighteen hundred and forty five  
T B Hoover seal

The State of Mississippi }  
Madison County } Personally appeared before me John M Cameron Clerk of the Probate Court of said County Thomas B Hoover who acknowledged that he signed sealed and delivered the foregoing deed on the day and for the purposes therein specified as his act and deed

Given under my hand and seal of Office at Canton this 16<sup>th</sup> day of April A D 1845  
John M Cameron Clerk

F. G. Green } Rec. for Record 17<sup>th</sup> Feb & Recor<sup>d</sup> March 25<sup>th</sup> 1846

Mortgage } The State of Mississippi }  
Thomas B Hoover } Madison County } This indenture entered into this fifth day of January in the year of our Lord one thousand eight hundred and forty six, by and between Francis G Green of the first part and Thomas B Hoover of the second part both of the County and State aforesaid. Witnesseth that the said Party of the first part is indebted to the said party of the second part in the sum of five hundred dollars which is evidenced by two promissory for two hundred and fifty dollars each both dated

the first day of May 1845 <sup>one</sup> and due and payable on the seventh day  
 of October 1845, the other due the seventh day of April 1846 bearing interest  
 from date payable to said Thomas B. Hoover or order and both signed  
 by said Francis D. Green, Ch. B. Green secy. Thomas Isaac Cofford.  
 security, and the said party of the first part being desirous to secure  
 the payment of the said promissory notes with all interest due and to  
 grow due thereon, Now this Indenture testifies that the said party  
 of the first part for the consideration aforesaid, as well as the further  
 consideration of one dollar to him in hand paid by the said  
 party of the second part, the receipt whereof is hereby  
 acknowledged, hath, bargained, sold, aliened and conveyed  
 and by these presents doth bargain, sell, alien and convey  
 unto the said party of the second part and his heirs and  
 assigns the following described tract or parcel of land, situated  
 lying and being in the County aforesaid known as the South  
 half of section twenty-two, and lots one, two and three in section  
 twenty-seven and East half of the South East 1/4 of section  
 twenty-one, all in Township Atascosa North of Range No two  
 East containing by estimation six hundred and forty acres  
 more or less together with all and singular the tenements hereditaments  
 and appurtenances thereto belonging or in anywise appertaining, to  
 have and to hold to him the said party of the second part his heirs and  
 assigns forever and the said party of the first part doth hereby  
 bind himself to the said party of the second part forever to  
 warrant and defend the title only as against himself his heirs and  
 those claiming under him, provided always nevertheless that if  
 the said party of the first part his heirs, executors or administrators  
 shall and do make and truly pay, or cause to be paid the  
 aforesaid sum of five hundred dollars in discharge of the  
 said two promissory notes, with all interest due and to grow  
 due thereon without any fraud, or further delay, and  
 without any deduction or abatement to be made of anything  
 for or on account of any taxes, assessments or charges whatsover, then  
 and from thence forth this conveyance and the estate  
 hereby granted to be null & void and of no effect what-  
 ever, otherwise to be and remain in full force and virtue.  
 But if the security should be compelled to pay said notes  
 or either of them, then this conveyance to be for his or their  
 benefit who so pay.

W. W. Wherry Wherry I have witnessed my  
 hand and seal on the day and after  
 first above written

W. W. Wherry



State of Mississippi  
Harris County

Personally appeared before me J. P. Oldham an acting Justice of the Peace for said County and Ex officio Notary Public, W. G. Green whose name is signed to the foregoing instrument and acknowledged he signed, sealed & delivered the same as his act and deed for the purposes therein set forth, on the day & year therein written  
Given under my hand & seal this 5<sup>th</sup> day of Feb. 1846  
J. P. Oldham J. P. Seal  
Ex officio Notary Public

Wm. S. Bailey Sheriff  
Recd. for Record 18<sup>th</sup> Feb. Recorded 25<sup>th</sup> March 1846

George W. Henderson } This Censure, made and entered into this 18<sup>th</sup> day of February Anno Domini one thousand eight hundred and forty six between William S. Bailey Sheriff of Madison County, Mississippi, of the first part and George W. Henderson of the second part, witnesseth, that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid, and against Eli B. Warrum in the following case, viz; at the May Term 1838 of said Court, as appears and toward; Michael Vandenhurst and Johnson Selouberg late merchants trading and known by the name & style of M. Vandenhurst & Co. vs. Eli B. Warrum for the sum of fifty one dollars and twenty seven cents with interest at the rate of 8 per cent per annum, from date until paid and cost of suit and whereas writs of fieri facias issued from the office of the Clerk of the Circuit Court aforesaid, against said defendant Eli B. Warrum & also against Peter Walton surety on aforesaid bond taken in the above case, directed to the Sheriff of Madison County aforesaid, & in compliance hereof the goods and chattels lands and tenements of the aforesaid Eli B. Warrum and Peter Walton he caused to be made the sum of money mentioned in said writ, to render to the said Plaintiff at the April Term A. D. 1846 of said Court and the said Sheriff in compliance to the command of said writ did levy on the first day of January A. D. 1846 on the following described tract or parcel of land, as the property of said defendant Peter Walton lying and being in the County of Madison aforesaid, known as follows, to wit; West 1/2 of the North East 1/4 and the West 1/2 of the South East 1/4 section 35 Township 11 Range 5 East containing by estimation 160 acres be the same more or less, and the said William S. Bailey Sheriff did advertise the same for sale according to law and the said William S. Bailey Sheriff as aforesaid, on the 16<sup>th</sup> day of February A. D. 1846

did offer the same for sale at the Court House door in the town of Canton, County aforesaid to the highest bidder for cash; and George W Henderson appeared and bid — dollars and Ten cents per acre to me in hand paid, the receipt of which is hereby acknowledged. I William S Bailey Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff, do hereby bargain, sell and convey to the aforesaid George W Henderson, his heirs and assigns all the right title, interest and claim of the aforesaid Philip Walton in and to the aforesaid tract or parcel of land, together with all and singular the appurtenances therunto belonging or in any wise appertaining, to have and to hold the same forever, from the said Philip Walton his heirs, Executors and Administrators for Restoring Wherry; I have hereunto set my hand and affixed my seal, the day and year first written.

William S Bailey Sheriff

The State of Mississippi }  
 Madison County ss } Personally appeared before me John  
 of Cannon, Clerk of the Probate Court of said County, William  
 S Bailey who acknowledged that he signed sealed and delivered  
 the foregoing deed on the day and for the purposes therein  
 specified as his act and deed as Sheriff of said  
 County

Given under my hand and seal of Office  
 at Canton this 18<sup>th</sup> day of Feb A.D. 1846

John T Cannon Clerk

Wm S Bailey Sheriff } Recd for Record 18<sup>th</sup> Feb Recorded 25<sup>th</sup> Mar, 1846  
 deed }  
 Philip Henderson } This Indenture, made and entered into this 18<sup>th</sup> day  
 of February A.D. 1846 between William S Bailey Sheriff of Madison County, Mississippi  
 of the first part and John P Peller and George W Henderson of  
 the second part, Witnesseth that whereas judgment was ren-  
 dered by the Circuit Court of the County of Madison aforesaid  
 and against Riley McSaine in the following case, To-wit; John  
 McSaine vs of George W Peller and G. W Henderson of  
 the sum of One hundred and six dollars & 66 cents with  
 interest at the rate of 8 per cent per annum; from date until  
 paid and cost of suit and whereas writ of fieri facias issued  
 from the Office of the Clerk of the Circuit Court aforesaid, directed  
 to the Sheriff of Madison County aforesaid, commanding him there  
 of the goods and Chattels, lands and tenements of the aforesaid  
 Riley McSaine he caused to be made the sum of money mention-  
 ed in said writ, to render to the said Plaintiff at the April Term

Ad 1846 of said Court, and the said Sheriff in conformity to the Command of said Court did levy on the fifth day of December Ad 1845 on the following described lot in the town of Vernon as the property of Riley McQuinn lying and being in the County of Madison aforesaid, Shown as follows: To wit; Commencing at the North East corner of lot No 13 the corner of Main & Spring 50 feet West thence 125 feet South thence 50 feet East thence 10 feet West as per Plat of said town of Vernon 40 feet North to the beginning containing by estimation — acres, less the same more or less and the said Mrs. Bailey Sheriff did advertise the same for sale according to law and the said Mrs. Bailey Sheriff as aforesaid; on the fifth day of January Ad 1846 did offer the same for sale at the Court house aforesaid to the highest bidder for cash and said Pills & Henderson appeared and bid Two hundred & five dollars and for said lot, which was more than other person did or could bid; Now therefore for the consideration of the aforesaid sum of Two hundred & five Dollars and to me in hand paid, the receipt of which is hereby acknowledged, I Mrs. Bailey Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff do hereby bargain sell said County to the aforesaid Pills & Henderson their heirs and assigns all the right, title interest and claim of the aforesaid Riley McQuinn in and to the aforesaid town lot, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, I have and do hold the same for ever from the said Riley McQuinn his heirs heirs, Executors and Administrators.

In testimony Whereof, I have hereunto set my hand and affixed my seal, the day and year first written  
 (Wm. Bailey Sheriff)

The State of Mississippi }  
 Madison County ss } Personally appeared before  
 me John Cameron, Clerk of the Probate Court of said  
 County William S. Bailey who acknowledged that he signed  
 sealed and delivered the foregoing deed on the day and for  
 the purposes therein specified as his act and deed as  
 Sheriff of said County

Given under my hand and seal of Office at Canton  
 this 18<sup>th</sup> day of February Ad 1846  
 John Cameron Clerk

Wm. Bailey Sheriff } Recd. for Record Feb. 18<sup>th</sup> 1846  
 Clerk } Recorded Mar. 25<sup>th</sup> 1846  
 I am Clerk of this Court and have made and entered into  
 this 17<sup>th</sup> day of February A.D. 1846 on thousand eight  
 hundred and forty six between William S. Bailey Sheriff of  
 Madison County Mississippi of the first part and James

Clerk of the second part, Mississippi, that whereas a judgement  
 was rendered by the Circuit Court of the County of Cookson  
 State aforesaid, and against John H. Cook in the following case  
 viz: at the October Term 1843 of said Court, as appeared to wit  
 James Dick and Mary McKee merchants of Eastern under the firm &  
 style of Dick & Co. vs John H. Cook for the sum of Twenty eight  
 hundred and sixty two dollars with interest at the rate of six percent per  
 annum, from date until paid and cost of suit and whereas writ of Fieri  
 facius issued from the Office of the Clerk of the Circuit Court aforesaid,  
 directed to the Sheriff of Madison County aforesaid, commanding him  
 that of the goods and chattels, lands and tenements, of the aforesaid  
 John H. Cook he caused to be made the sum of money mentioned in said  
 writ to render to the said Plaintiffs at the March Term A.D. 1846 of said  
 Court, and the said Sheriff in conformity to the command of said  
 writ did levy on the fourth day of December A.D. 1845 on the following  
 described tract or parcel of land, and the property of said  
 defendant John H. Cook lying and being in the County of Madison  
 aforesaid, known as follows, to wit: The N. W. 5<sup>th</sup> section 31  
 Township 10 Range 3 East. The S. W. 5<sup>th</sup> & 6<sup>th</sup> 5<sup>th</sup> & 6<sup>th</sup> W. 4<sup>th</sup>  
 & N. W. 5<sup>th</sup> sec. 32. Township 10 Range 4 East and the N. W. 11<sup>th</sup>  
 and N. E. 5<sup>th</sup> section 15 Township 8 Range 2 West  
 containing by estimation five hundred sixty acres, to the same more  
 or less, and the said William J. Bailey Sheriff did advertise the same  
 for sale according to law and the said William J. Bailey Sheriff  
 as aforesaid, on the sixteenth day of February A.D. 1846 did offer  
 the same for sale at the Court house door in the town of Canton  
 County of Madison aforesaid to the highest bidder for cash  
 and James Dick appeared and bid Five hundred dollars  
 which was more than any other person did or would bid;  
 Now, therefore, for the satisfaction of the aforesaid sum  
 of Five hundred dollars to me in hand paid the receipt of  
 which is hereby acknowledged I William J. Bailey Sheriff  
 as aforesaid, by virtue of the authority vested in me as Sheriff  
 do hereby bargain, sell and convey to the aforesaid James Dick his  
 heirs and assigns, all the right, title, interest and claim of the  
 aforesaid John H. Cook in and to the aforesaid tract or parcel  
 of land, together with all and singular the appurtenances  
 thereto belonging, or in any wise appertaining, to have and to  
 hold the same for ever from the said John H. Cook his  
 heirs heirs Executors and Administrators  
 Wm J Bailey Sheriff

The State of Mississippi }  
 Madison County, ss } Personally appeared before me  
 John H. Cameron, Clerk of the Probate Court of said  
 County, William J. Bailey who acknowledged that

he signed, sealed and delivered the foregoing deed on the day and for the purposes therein specified as his act and deed as Sheriff of said County

Sub 3

Given under my hand and seal of Office at Canton this 18<sup>th</sup> day of Feb. A.D. 1846  
John W. Cameron Clerk

✓ Com. A. Linneman { Recd. for Record 19<sup>th</sup> Feb & Recorded 20<sup>th</sup> Mar, 1845  
Will Sale

Felix Compton } Whereas on the 5<sup>th</sup> of August A.D. 1840  
Linneman & Linneman the undersigned did execute a certain deed of Trust to American Doine of the County of Madison and State of Missi and N. & F. Nicholson of the County of Mandry State of Tennessee, Trustees, to secure his debts, namely Garret L. Vorhies, E. W. Dale Gardner Morrison and T. Webster, on his guardian bond, for the faithful discharge of his duties as Guardian of Emily G. Webster, which said deed of Trust was recorded in the Office of Probate of Madison County Missi, on the 21<sup>st</sup> of August A.D. 1840. And whereas also at the time of executing said deed of Trust the said American Doine had been sued in the Chancery Court of Tennessee at Columbia, as Guardian of said Emily G. Webster & his account having been referred to the Clerk and Master of said Court, who reported a balance against him the said American, as Guardian, as aforesaid of the sum of about Eleven Thousand five hundred Dollars, as the amount of said American's indebtedness to the said Emily G. Webster on account of his guardianship, which said report was confirmed by the said Chancery Court. And whereas also the said Emily G. Webster did afterwards, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1840 intermarry with one Felix Compton and whereas the said American above specified, to wit, Garret L. Vorhies et al did convey and transfer their rights and privileges, derived by virtue of said deed of Trust above mentioned, to the said Compton to secure to him the payment of the said sum of Eleven Thousand five hundred Dollars due from the said American as aforesaid. Now know all men by these presents that for and in consideration of part of said indebtedness of said American to wit, the sum of seven thousand Dollars to said Compton the husband of said Emily G. Webster, the said American has this day bargained, sold and conveyed and by these presents doth bargain sell and convey to said Felix Compton the following named slaves, to wit, Jerry aged about 37 Yrs. his wife Jane aged about 25 Yrs. their three Children, viz John aged about 6 Yrs. William aged 4 Yrs. Harriet aged 15 Mo.