

Appointment of } Filed for Record July 12<sup>th</sup> AD 1877 at 8 a.m.  
 Lee Jones } Recorded July 12<sup>th</sup> AD 1877  
 Registrar }

## State of Mississippi

To all to whom these Presents shall come-Greeting: Know  
 Ye, that by virtue of the authority in us vested by an Act of  
 the Legislature of the State of Mississippi, entitled "An Act to  
 provide for the Registration of Voters, amending and repealing  
 the laws relating thereto, and for other purposes," approved April  
 7<sup>th</sup> 1876, we, as State Board of Registration created by said Act,  
 do hereby appoint Lee Jones to the office of Registrar of Mad-  
 ison County, State of Mississippi, vice J. G. Gillmore (revo-  
 ced). To have and to hold said office, with all the powers, privi-  
 leges and emoluments thereto by law appertaining, for the per-  
 iod of one year from the first day of June, AD 1877, and until  
 his successor is appointed and qualified.

Given under our hands, at the City of Jackson, the 11<sup>th</sup>  
 day of July, in the year of our Lord, one thousand eight  
 hundred and seventy seven.

J. M. Stone Governor.  
 James Hill Secretary  
 of State

State Board of Registration

J. M. Mills Trustee } Filed for Record July 11<sup>th</sup> AD 1877 at 9 a.m.  
 No Deed } Recorded July 14<sup>th</sup> AD 1877  
 W. W. Powell et al. }

This Indenture, made this 15 day of June AD  
 1877, between J. M. Mills Trustee as hereinafter mentioned, of the first  
 part, and W. W. Powell, J. M. Jeffries & W. H. Jeffries of the second part,  
 Witnesses: Whereas, by a certain Deed, executed by Richard C. Sanders  
 and Ellen M. Sanders, his wife, dated the 7<sup>th</sup> day of April AD 1856,  
 and recorded in the office of the Clerk of the Court of Probates in and  
 for Madison County, Mississippi, in Book of Deeds O, pages 134 and  
 135, the said Richard C. and Ellen M. Sanders did convey a certain  
 lot or parcel of ground situated in said County, to the said party of the  
 first part, for the use of the said party of the first part, and in trust  
 for the use and benefit of certain other persons named in said Deed,  
 all in equal and undivided interests, which lot or parcel of land  
 is fully described in said Deed, and the names of said uses  
 and beneficiaries are also therein particularly set forth, and whereas  
 it is the intention of said beneficiaries to use said lot or parcel of  
 land as a Cemetery for the burial of the dead, and to sell and  
 convey said land, in small lots, for the purpose aforesaid: And whereas  
 a survey and subdivision of said lot or parcel of land has been  
 duly made, and certified by the Surveyor of said County, and record-  
 ed in the office of the Clerk of Probates aforesaid, in Book of Deeds  
 O, pages 136 and 137, as by reference thereto will more fully appear.  
 Now, therefore, in consideration of the herein before recited premises, and  
 of the sum of Thirty two <sup>5</sup>/<sub>100</sub> dollars by the said party of the sec-  
 ond part, to the said party of the first part, in hand paid, the said

party of the first part. hath granted, bargained and sold, aliene d  
 and conveyed, and by these presents, doth grant bargain and sell  
 alien and convey unto the said party of the second part. South 1/2  
 Lot No 48, in square No 1, according to the survey, subdivision and  
 plat of said ground herein before referred to, and now known as the  
 Canton Cemetery; To have and to hold said lot hereby conveyed unto  
 them the said party of the second part their heirs and assigns forever  
 In testimony whereof, the said party of the first part hath hereto set  
 his hand and affixed his seal, the day and year first herein written.

James M. Mills *(Signature)*

State of Mississippi } S.S.  
 Madison County } Personally appeared before the undersigned Clerk  
 of the Chancery Court of said County, the within name  
 ed J. M. Mills who acknowledged that he signed, sealed and deliver  
 ed the foregoing Deed on the day and year mentioned as his act and deed.  
 Given under my hand and official Seal, at office, in Canton this  
*(Seal)* 11th day of July AD 1847.

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

D. M. Fulton and  
 Eugenia Fulton his wife  
 By Deed of Trust  
 Battlett Conway Trustee  
 To secure  
 Odusin Conway

Filed for Record July 11th AD 1847 at 5<sup>00</sup> P.M.  
 Recorded July 14th AD 1847

This Indenture, Made and entered into this  
 Eleventh day of July AD 1847, by and between David M. Fulton  
 and Eugenia Fulton his wife parties of the first part, and Battlett  
 Conway party of the second part and Odusin Conway party of the third  
 part, Witnesseth, That said parties of the first part are justly indebted  
 to the party of the third part, in the sum of four hundred & Eleven<sup>25</sup>/<sub>100</sub>  
 Dollars, evidenced by a promissory note of even date with this Deed of  
 Trust, and that whereas the said parties of the first part are desirous  
 of securing to the said party of the third part, the prompt payment of the  
 said indebtedness at the maturity thereof, on or before the 11th day of July  
 AD 1848, Now therefore, in consideration of the premises, as well as for and in  
 consideration of the sum of Ten Dollars, in hand, paid by the said parties of  
 the second part, to the said parties of the first part, the receipt whereof is  
 hereby acknowledged, the said parties of the first part, have granted, bargain  
 ed and sold, and by these presents do grant, bargain, sell and convey unto the  
 said party of the second part, his heirs, executors, administrators and assigns the  
 following described Real Estate, lying and being in the County of Madison in  
 the State of Mississippi, to wit: (30) Thirty Acres of land on Peace Street  
 in the City of Canton Miss, lying West of the Rail Road. To have and to  
 hold the same, unto the said party of the second part, his heirs, executors, admin  
 istrators and assigns, and the successor of him forever, in trust nevertheless upon  
 these terms and conditions that is to say: If the said parties of the first part  
 shall fail or refuse to pay to said party of the third part, and his assigns  
 the amount of said indebtedness, on or before the maturity thereof, and all in  
 terest which shall accrue thereon, and the cost and charges of this Deed, then

Edw. Conway, George M. Hunt in my deed; and holder and owner of the promissory note herein mentioned  
 do hereby acknowledge that I have received payment and satisfaction in full of principal and interest of said note, and do  
 hereby release and discharge the said debt of trust, at the request of said parties herein. Witness my hand and seal this 28th  
 day of October A. D. 1847.  
 Signed & sealed by said Edw. Conway  
 the day & year above written.

the said party of the second part, or the successor of him, may and shall enter into and take possession of said Real Estate and sell the same, or so much thereof as may be necessary, before the door of the Court House in the City of Canton, at public Auction, to the highest bidder for cash, after giving 10 days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in 3 or more eminent public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of Conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him, shall first pay the cost and charges of this deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assigns, shall in writing appoint another trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Battell Conway trustee aforesaid.

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

David M. Fulton *[Signature]*  
 Eugenie Fulton *[Signature]*

State of Mississippi

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

*[Signature]* Given under my hand and official seal at office this 11<sup>th</sup> day of July AD 1877.

O. D. Jeffrey Clerk

State of Mississippi

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

*[Signature]* Given under my hand and official Seal, this 11<sup>th</sup> day of July AD 1877.

O. D. Jeffrey Clerk



Thos. J. Aleworth  
 And T. McMahon  
 To } Deed of Trust  
 W. J. Morby Trustee  
 To secure J. A. Smith

Filed for Record July 13<sup>th</sup> AD 1877 at 11.45 am.  
 Recorded July 14<sup>th</sup> AD 1877

This Indenture made and entered into this July 13<sup>th</sup> AD 1877. by and between T. J. Aleworth and T. McMahon parties of the first part and W. J. Morby party of the second part and J. A. Smith party of the third part. Witnesseth: that said parties of the first part. are indebted to the party of the third part. in the sum of Five Hundred and Twenty & <sup>50</sup>/<sub>100</sub> Dollars evidenced by their note bearing same date as these presents and that whereas the said parties of the first part are desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof and the advances and supplies on or before the day of AD 1877. Now therefore. in consideration of the premises. as well as for and in consideration of the sum of Ten Dollars. in hand paid by the said party of the second part to the said parties of the first part. the receipt whereof is hereby acknowledged the said parties of the first part have granted bargained and sold. and by these presents. do grant. bargain. sell and convey unto the said party of the second part. his heirs. executors. administrators and assigns the following described Real and Personal Estate. lying and being in the County of Madison in the State of Mississippi. to wit: all their right title and interest in the Mill or gin site situated at the fork of the Canton & Jackson and Canton Reatus Bluff Roads together with Insurance policy now in force on said property or hereafter to be held on it. To have and to hold the same. unto the said party of the second part. his heirs. executors. administrators and assigns. and the successor of him forever. in trust. nevertheless. upon these terms and conditions that is to say. that the said parties of the first part shall have in Canton. Mississippi. by the 13<sup>th</sup> day of November AD 1877. such an amount of Cotton as will fully pay off the indebtedness incurred therein. said Cotton to be shipped by the party of the third part to Saw Henderson Cotton Factor in New Orleans La. for account of the parties of the first part. and the net proceeds to be placed to the credit of the account of the parties of the first part and in case said indebtedness is not paid at maturity then the said T. J. Aleworth and T. McMahon is to pay said J. A. Smith 2 1/2 percent of the whole of said indebtedness which is agreed on as liquidated damages. in cases of the non performance of the allegation therein. If the said parties of the first part. shall fail or refuse to pay to said party of the third part. and his assigns. the amount of said indebtedness goods wares and merchandise. on or before the maturity thereof. and all interest which shall accrue thereon. and the cost and charges of this Deed then the said party of the second part. or the successor of him. may and shall enter into and take possession of said Real and Personal Estate. and sell the same or so much thereof. as may be necessary before the door of the Court House. in the City of Canton. at public auction. to the highest bidder for cash. after giving ten days notice of the time and place of said sale by advertising in some newspaper published in said County or by posting advertisements thereof in one or more convenient public places. and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance. and from the proceeds of said sale the said party of the second part or the successor of him. shall first pay the cost and charges of this

I acknowledge publication of the within deed of trust this the 10<sup>th</sup> Day of May AD 1880  
 J. A. Smith



Deed, and of said sale, and then pay to the said party of the third part and his assigns the amount of said indebtedness, goods wares and merchandise, and all interest due thereon, and if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part and their assigns, and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall from any cause fail to perform the duties of trustee as aforesaid then and in that case the said party of the third part, or his assigns, shall in writing, appoint another trustee in his place whose actings and doings in the premises shall be as binding as if done by the said N. J. Morby trustee aforesaid.

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

Thos. J. Alworth  
P. McMahon

State of Mississippi

Madison County } Personally appeared before the undersigned clerk of the Chancery Court of the said County, the within named Thos. J. Alworth and P. McMahon 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 official seal, at office, this 13<sup>th</sup> day of July AD 1877.

O. S. Jeffrey Clerk

Susan Shelburne  
and others  
vs  
Deed of Trust  
David Stadeker Trustee  
To secure  
J. Stadeker & Son

Filed for Record July 14<sup>th</sup> AD 1877 at 12 M  
Recorded July 16<sup>th</sup> AD 1877

This Indenture, Made and entered into this thirtieth day of June AD 1877, by and between Susan Shelburne, Martin Joshua, Amereus Bailey, Willis Bailey, Louisa Henderson and Leah Cotton, parties of the first part, and David Stadeker party of the second part, and J. Stadeker & Son, parties of the third part. Witnesseth: That said parties of the first part are indebted to the parties of the third part in the sum of Two hundred and Eighty one <sup>00</sup>/<sub>100</sub> Dollars, evidenced by their accounts, and that whereas the said parties of the third part have undertaken and promised to supply the said parties of the first part money, goods wares and merchandise during the year 1877, to the amount of Two hundred Dollars, from this date until the first day of October AD 1877, the said money goods wares and merchandise being for plantation supplies and necessaries and wear

ing apparel: and that whereas the said parties of the first part are desirous of securing to the said parties of the third part, the prompt payment of the said indebtedness at the maturity thereof and the advances and supplies on or before the first day of October AD 1844. Now therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part have granted bargained and sold, and by these presents do grant, bargain sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns the following described Real and Personal Estate, lying and being in the County of Madison in the State of Mississippi, to wit: a tract of land described as follows, commencing at the  $\frac{1}{4}$  sec post. on the South boundary of sec 29, due East on said South boundary (354) three hundred & fifty two yards to a stake, thence North (1320) thirteen hundred and twenty yards to a stake, thence west (352) three hundred and fifty two yards to a stake thence south (1320) thirteen hundred and twenty yards to the beginning, containing 96 acres more or less lying in Sec 29, T. 9, R. 2 E, also 1 Sorrel Mule "Bill" one Dark Bay Mule "Well" one wagon and all the crops of Cotton, Corn, Peas, Potatoes, Fodder &c &c, that may be raised by the parties of the first part, or those in their employ during the years 1844 and 1848, and any subsequent year until the whole of the said indebtedness is fully paid. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless upon these terms and conditions that is to say: That the said parties of the first part shall have in Canton, Mississippi, by the first day of October AD 1844, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be shipped by the party of the third part, to Allen Nugent and Co. Cotton Factor in New Orleans La. for account of the parties of the first part, and in case said indebtedness is not paid at maturity then the said parties of the first part, is to pay said J. Stadeker & Son, 2 1/2 percent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the allegation therein. If the said parties of the first part, shall fail or refuse to pay to said parties of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this deed, then the said party of the second part or the successor of him may and shall enter into and take possession of said Real and Personal Estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House, in the City of Canton, at public Auction to the highest bidder for cash, after giving 10 days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of Conveyance and from the proceeds of said sale the said party of the second part or the successor of him shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said parties of the third part, and their assigns the amount of said indebtedness, goods wares and merchandise and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part

shall pay the same to the said parties of the first part, and their assigns the amount of said indebtedness, goods, wares and merchandises, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale then the said party of the second part, shall pay the same to the said parties of the first part, and their assigns and if the said parties of the first part, shall well and truly pay the amount of said indebtedness, goods, wares, and merchandises, and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed, upon the record thereof, and the same thereafter shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of trustee as aforesaid, then and in that case the said parties of the third part, or their assigns, shall in writing, appoint another trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said David Stadeker trustee aforesaid.

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

Witness John B. Howell  
Henry B. Stadeker

<sup>their</sup> Susan x Shelburne  
Martin x Joshua  
Willie x Bailey  
Americus x Bailey  
Louisa x Henderson  
Leah x Bolton

State of Mississippi

Madison County } Personally appeared before the undersigned Clerk of the Chancery Court the above named John B. Howell one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and sayeth that he saw the above named Susan Shelburne, Martin Joshua, Willie Bailey, Americus Bailey, Louisa Henderson, Leah Cotton whose names are subscribed thereto sign, seal and deliver the same to the above named J. Stadeker and that he this deponent subscribed his name as a witness thereto in the presence of the said grantors, and that he saw the other subscribing witnesses Henry B. Stadeker sign the same in the presence of the said grantors and in the presence of each other on the day and year therein named.

In testimony whereof, witness my hand and the seal of said Court, this 14<sup>th</sup> day of July AD 1877.

O. J. Jeffrey Clerk  
By C. N. Litchfield D.C.

State of Mississippi } Filed for Record July 14<sup>th</sup> AD 1877 at 9:45 am.  
By Deed } Recorded July 14<sup>th</sup> AD 1877  
J. N. Downs }

The State of Mississippi  
This Indenture, Made and entered into, this the 12<sup>th</sup> day of July AD 1877, between the State of Mississippi, of the first part and J. N. Downs of the second part. Witnesseth; That Whereas, There was sold on the



3<sup>rd</sup> day of January A.D. 1876. to the State of Mississippi, for taxes due the State, the following tract of land, to wit:

Division of Section	Section	Township	Range	Acres
$\frac{1}{2}$ of $\frac{1}{16}$ and $\frac{1}{2}$ of $\frac{1}{16}$ $\frac{1}{2}$ of $\frac{1}{16}$ and $\frac{1}{2}$ of $\frac{1}{16}$ of $\frac{1}{16}$	1	8	38	280
$\frac{1}{16}$ and $\frac{1}{16}$ and $\frac{1}{2}$ of $\frac{1}{16}$	2	8	38	400
$\frac{1}{2}$ of $\frac{1}{16}$ of $\frac{1}{16}$ and $\frac{1}{2}$ of $\frac{1}{16}$ and $\frac{1}{2}$ of $\frac{1}{16}$	13	8	38	200
Lot 4	18	8	48	80

Situated in Madison County, containing Nine hundred and sixty acres more or less. And whereas the said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature, entitled an Act ~~entitled~~ <sup>relating to</sup> Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land, and paid the sum of Eighty Eight Dollars and Nine cents, Now, in consideration of the premises, and the amount paid to the State of Mississippi, in accordance with the statutes of the State the State of Mississippi has this day bargained, sold and conveyed, and by these presents, does bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold the same to said party of the second part his heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the Statute in such cases made and provided, and not otherwise.

In testimony Whereof, these presents are signed, sealed and delivered in the name of the State of Mississippi, by W. H. Gibbs Auditor of Public Accounts who has hereunto subscribed his name and affixed his seal of Office, this the 12<sup>th</sup> day of July A.D. 1877, at the City of Jackson.

W. H. Gibbs Auditor  
of Public Accounts

The State of Mississippi

Madison County

Personally appeared before the undersigned, W. H. Gibbs Auditor etc. who acknowledged that he signed, sealed and delivered the above Deed, as Auditor of Public Accounts, for the purpose therein set forth.

Given under my hand and seal of office, this the 12<sup>th</sup> day of July A.D. 1877.

John M. Gies Mayor of Jackson,  
and Ex officio Justice of the Peace

Emily P. Prichard } Filed for Record July 16<sup>th</sup> A.D. 1877 at 11.45 a.m.  
Jp's Deed } Recorded July 17<sup>th</sup> A.D. 1877  
Benedict J. Semmes }

Know all men by these presents, that this Indenture made and entered into this the 30<sup>th</sup> day of April A.D. 1874 by and between Emily P. Prichard of the first part and Benedict J. Semmes of the second part is to witness that for and in consideration of professional services to the value of many hundreds of dollars, and in consideration further of the sum of One hundred dollars, this day paid said first, by said second party, said first party doth by these presents, bargain sell and convey unto said second

party the following described tract or parcels of land lying and being in the County of Madison and State of Mississippi and better described as follows viz:  $N\frac{1}{2}$  of the  $E\frac{1}{2}$  of the  $NE\frac{1}{4}$  and the  $N\frac{1}{2}$  of the  $N\frac{1}{2}$  of Sec 28 and  $E\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 29. and the  $E\frac{1}{2}$  of the  $NE\frac{1}{4}$  same Section. Township Nine Range four East. & the  $N\frac{1}{2}$  of the  $NE\frac{1}{4}$  Sec 3; Township eight Range four East supposed to contain altogether four hundred and forty acres be the same more or less. to have and to hold the same unto him the said second party and his heirs and assigns forever. together with all the tenements appurtenances and hereditaments therunto belonging. and the said first party doth covenant to and with said second party. that she will forever warrant and defend the title to the above described lands against all claims and incumbrances whatsoever.

In testimony whereof said first party hath hereto set her hand and seal this the 30<sup>th</sup> day of April 1874  
 Emily P. Prichard

The State of Mississippi  
 County of Madison  
 City of Canton

This day personally appeared before the undersigned Notary Public of said City Mrs. Emily P. Prichard who acknowledged that she signed sealed and delivered the foregoing and annexed instrument on the day and year aforesaid. and for the purposes therein mentioned as her act and deed.

Given under my hand and seal of office. at Canton this thirtieth day of April 1874.  
 Geo. W. Yeorgain  
 Notary Public

Benedict J. Sumner  
 Do & Deed  
 Eleanor Jane Atkins

Filed for Record July 17<sup>th</sup> AD 1877 at 9 am.  
 Recorded July 17<sup>th</sup> AD 1877

This Indenture made this 16<sup>th</sup> day of July 1877. by and between Benedict J. Sumner party of the first part. and Eleanor Jane Atkins party of the second part. all of the County of Madison and State of Mississippi. Witnesseth. that for and in consideration of the sum of One Thousand and fifty dollars (gold) paid by the said Eleanor Jane Atkins to the said Benedict J. Sumner. the receipt whereof is hereby acknowledged the said Benedict J. Sumner has this day sold and transferred and do by these presents. sell and transfer. Convey and deliver unto the said Eleanor Jane Atkins. her heirs. executors. administrators and assigns. the following real estate. located in the County of Madison and State of Mississippi. to wit:  $N\frac{1}{2}$  of the  $E\frac{1}{2}$  of the  $NE\frac{1}{4}$  and the  $N\frac{1}{2}$  of the  $N\frac{1}{2}$  of Section 28 and  $E\frac{1}{2}$  of the  $SE\frac{1}{4}$  Section 29. and the  $E\frac{1}{2}$  of the  $NE\frac{1}{4}$  of same Section all in Township 9. Range four East. supposed to contain about Three Hundred and sixty acres more or less. To have and to hold the said above described premises unto the said Eleanor Jane Atkins her heirs executors administrators and assigns forever with all improvements thereon and appurtenances

nauces thereunto belonging. And the said Benedict J. Sumner cove-  
nants that the title to said above described lands are free and  
clear of any and all encumbrances whatever, and that he will  
warrant and defend the same against the claim of any and all  
persons whomsoever.

In testimony whereof, I hereunto sign my name and affix my  
seal, this 16<sup>th</sup> day of July AD 1877.

Benedict J. Sumner

State of Mississippi

Madison County

Personally appeared before the undersigned Clerk  
of the Chancery Court, of said County, the with-  
in named Benedict J. Sumner who acknowledged that he signed  
sealed, and delivered the foregoing Deed on the day and year men-  
tioned as his act and deed.

Given under my hand and official Seal, at office, in Cau-  
ton, this 16<sup>th</sup> day of July AD 1877.

O. S. Jeffrey Clerk

State of Mississippi

Deed

John P. Boyd

Filed for Record July 17<sup>th</sup> AD 1877 at 4.45 P.M.  
Recorded July 19<sup>th</sup> AD 1877

The State of Mississippi

This Indenture, Made and entered into this the 12<sup>th</sup> day of July  
AD 1877, between the State of Mississippi, of the first part, and John  
P. Boyd of the second part. Witnesseth: that whereas, there was sold on  
the 10<sup>th</sup> day of May AD 1875, to the State of Mississippi for taxes  
due the State, the following tract of land, to-wit:

Division of Section	Section	Township	Range	Acres
House and Lot fronting Academy St in Canton, ...				

Situated in Madison County, containing - acres more or less. And whereas  
the said party of the second part desires to purchase said tract of land  
under the provisions of an Act of the Legislature, entitled an Act in re-  
lation to Public Revenue, and for other purposes, approved April 15<sup>th</sup>  
1876, and has this day applied to purchase the said land and paid the  
sum of Eighty Nine Dollars and forty one cents, Now, in Consideration of the  
premises, and the amount paid to the State of Mississippi, in accordance  
with the Statutes of the State, the State of Mississippi has this day bar-  
gained, sold and conveyed, and by these does bargain, sell and convey  
unto the said party of the second part, his heirs and assigns forever, the  
aforesaid tract of land, as above described, to have and to hold the same to  
said party of the second part, his heirs and assigns forever. The State of Miss-  
issippi hereby warrants the title to said lands according to the Statute in  
such cases made and provided, and not otherwise.

In testimony whereof, these presents are signed, sealed and deliv-  
ered in the name of the State of Mississippi by N. H. Gibbs, Au-  
ditor of Public Accounts, who has hereunto subscribed his name and affix-  
ed his seal of office this the 12<sup>th</sup> day of July AD 1877 at the City of Jackson

N. H. Gibbs Auditor of  
Public Accounts



The State of Mississippi }  
 Hinds County } Personally appeared before the undersigned  
 -ed W. H. Little Auditor etc. who acknowledged  
 that he signed, sealed and delivered the above Deed, as Auditor of  
 Public Accounts, for the purpose therein set forth.

Given under my hand and seal of office, this the 12<sup>th</sup>  
 day of July A.D. 1877.

John McGill Mayor of  
 Jackson and Ex officio Justice of the Peace

Mo. Justice and  
 Thomas N. Justice  
 To & Deed of Trust  
 David Staderer Trustee  
 To secure  
 J. Staderer & Son

Filed for Record July 19<sup>th</sup> A.D. 1877 at 3.15 P.M.  
 Recorded July 19<sup>th</sup> A.D. 1877.

Certified in fine this 14<sup>th</sup> day of Feb. 1879.

This Indenture made and entered into this  
 19<sup>th</sup> day of July A.D. 1877, by and between Thomas N. Justice and  
 Mary Jane Justice his wife parties of the first part, and David  
 Staderer party of the second part and J. Staderer & Son parties of the  
 third part. Witness: that the said parties of the first part, are indebted  
 to the said parties of the third part, in the sum of Fifty Dollars, eviden-  
 ced by their joint notes, bearing even date and tenor with this deed  
 five in number, each for the sum of Ten Dollars, payable on the  
 19<sup>th</sup> day of August, 19<sup>th</sup> September, 19<sup>th</sup> October, 19<sup>th</sup> November & 19<sup>th</sup>  
 December 1877. And whereas the parties of the first part are desirous  
 of securing the prompt payment of these notes to the parties of the  
 third part on or before the maturity thereof, Now therefore, in considera-  
 tion of the premises as well as for and in consideration of the sum  
 of Ten Dollars paid in hand by the party of the second part, to the par-  
 ties of the first part (receipt of which is hereby acknowledged) the par-  
 ties of the first part, have bargained, granted & sold to the party of  
 the second part, his heirs, administrators and assigns the following  
 described real & personal estate, lying & being in the County of Madison  
 State of Mississippi to wit: a tract of ground situated in the City of  
 Canton, County of Madison, State of Mississippi, known & described  
 as follows: Commencing at a point two hundred feet north of the  
 South East corner of the whole lot of parcel of ground conveyed by  
 Mary A. Kelly and G. D. Kelly to Mrs. Mary J. Smith (now Colter)  
 Elvira P. Hill and Emma N. Hill (now Gurley) by deed bearing date  
 March 31/1868 running thence North one hundred feet (100) thence  
 West (400) four hundred feet, thence South (100) one hundred feet,  
 thence east (100) one hundred feet to the beginning also one Bay horse  
 sold them this day, To have and to hold same, upon these terms  
 and conditions, that is to say, if the said parties of first part fail  
 or refuse to pay to the said parties of the first part, the amount of  
 their indebtedness on or before the maturity thereof, then the said par-  
 ties of the first part are to pay the said parties of the third part 2<sup>1/2</sup>  
 % as liquidated damages for the non performance of the allegations  
 therein. If the said parties of the first part refuse or fail to pay the  
 said parties of the third part, on or before the maturity thereof, then

they said party of the second part shall take and enter into possession of the said property & sell same at the door of the Court house in the City of Canton. to the highest bidder for cash after giving 10 days notice in two or more public places of said sale. and if there remains any surplus the same to be paid over to the said parties of the first part or their assigns.

Given under our hands & seals on the day & year first above written.

M. J. Justice  
Thomas W. Justice

State of Mississippi

Madison County } Personally appeared before me, S. S. Jeffrey  
Clerk of the Chancery Court of said County the  
within named Thomas W. Justice and M. J. Justice his wife who  
severally acknowledged that they signed, sealed and delivered the  
foregoing and annexed Deed, as their own act and deed, and the  
said M. J. Justice upon a private examination, by me made, sep-  
arate and apart from her said husband, acknowledged that she sign-  
ed, sealed and delivered the same as her voluntary act and deed freely  
without any fear, threats or compulsion of her said husband.

Seal

Given under my hand and seal of said Court this 19th  
day of July AD 1877,

S. S. Jeffrey Clerk

Henry Gwinner  
Trustee of Trust  
Singleton and Campbell  
Trustees  
Secure to N. Scott.

Filed for Record July 21st AD 1877 at 11.30 am

This Deed of Trust, made this 21st day of July AD 1877 by Henry Gwinner of the City of Canton, County of Madison and State of Mississippi to Singleton and Campbell of same City, County & State, as trustees, to secure the repayment to N. Scott of the sum of Two Thousand Two Hundred Dollars (\$2200.00) this day borrowed by said Gwinner from said Scott, as evidenced by the promissory note of the said Gwinner to the said Scott, bearing even date with this Deed and payable July 21st AD 1878, with interest at 10 per cent per annum after maturity, Whence, that in consideration of the indebtedness aforesaid and to secure the same as agreed, the said Henry Gwinner has given granted, bargained and sold and does by this deed give grant, sell alien and convey to the said Singleton & Campbell Trustees as aforesaid, all of three several tracts or parcels of land, situate, lying and being in the City of Canton, County of Madison and State of Mississippi and described in the Plat of said City, as the South part of the South half of Lot No (3) Three in Square No (4) Four fronting Twenty feet on the public square and running back One Hundred feet, being the lot conveyed to said Henry Gwinner by Thomas Shackelford and wife on the 21st day of March AD 1866 and a part of Lot No one in square No Six, beginning twenty five feet East of the North West corner of said Lot, No one, thence South One Hundred feet, thence East twenty five feet, thence North one hundred feet thence west twenty five feet to the beginning being the parcel of land con-

By Authority Certificate attached. I hereby certify this Deed of Trust  
this 22nd Augch AD 1884  
6000 Gwinner  
Blank





said land and paid the sum of Eight Dollars and sixty nine cents. Now in consideration of the premises, and the amount paid to the state of Mississippi, in accordance with the Statutes of the State, The State of Mississippi has this day bargained, sold, and conveyed, and by these presents, does bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold the same to said party of the second part, his heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands, according to the Statute in such cases made and provided, and not otherwise.

In testimony whereof, these presents are signed, sealed and delivered, in the name of the State of Mississippi by W. H. Gibbs Auditor of Public Accounts, who has herunto subscribed his name and affixed his seal of office, this the 28<sup>th</sup> day of November AD 1876 at the City of Jackson.

W. H. Gibbs Auditor of Public Accounts.

The State of Mississippi }  
Hinds County }

Personally appeared before the undersigned W. H. Gibbs, Auditor etc. who acknowledged that he signed, sealed and delivered the above deed as Auditor of Public Accounts, for the purpose therein set forth.

Given under my hand and seal of office this the 28<sup>th</sup> day of November AD 1876.

John McGill Mayor of Jackson & ex officio J.P.

William J. Rickards }  
and Mary E. Rickards }  
vs } Warranty Deed  
Polmon Kartent }

Filed for Record July 23<sup>rd</sup> AD 1877 at 8 a.m.  
Recorded July 23<sup>rd</sup> AD 1877

The Grantors William J. Rickards and Mary E. Rickards his wife, of the City of Chicago, in the County of Cook and State of Illinois, for and in consideration of One Thousand (1000) Dollars, in hand paid, convey and warrant to Polmon Kartent, of the City of Chicago, County of Cook and State of Illinois an undivided three twelfths ( $\frac{3}{12}$ ) interest in all the following described real estate, to-wit: The West half ( $\frac{1}{2}$ ) of the North East quarter ( $\frac{1}{4}$ ) and the South half ( $\frac{1}{2}$ ) of the East half ( $\frac{1}{2}$ ) of the North East quarter ( $\frac{1}{4}$ ) and the North half ( $\frac{1}{2}$ ) of the South East quarter and the East half of the South half of the East half ( $\frac{1}{2}$ ) of the South East quarter ( $\frac{1}{4}$ ) of Section twenty five (25) Township Eight (8) Range two (2) East. The South West quarter ( $\frac{1}{4}$ ) less twenty (20) acres off of the South end and the North East quarter ( $\frac{1}{4}$ ) and the North West quarter ( $\frac{1}{4}$ ) less twenty acres off of the North end, and the South East quarter ( $\frac{1}{4}$ ) of Section Thirty (30), the South half ( $\frac{1}{2}$ ) of the North East quarter ( $\frac{1}{4}$ ) of Section thirty two (32) and the North West quarter of Section twenty nine (29) all in Township Eight (8) Range Three (3) East. The intention hereby being to give a full Covenant Warranty Deed according to the laws of the State of Mississippi, situated in the County of Madison in the State of Mississippi hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

Dated this thirtieth day of March AD 1877.

William S. Rickards  
Mary S. Rickards

State of Illinois } ss.  
Cook County }

I, William S. Hartert a Notary Public in and for the said County, in the State aforesaid, do hereby certify that William S. Rickards and Mary S. Rickards his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this twentieth day of July AD 1877.

William S. Hartert  
Notary Public

Solomon Hartert and  
Amandine A. Hartert  
Pro. Warranty Deed  
Mary S. Rickards

Filed for Record July 23<sup>rd</sup> AD 1877 at 8 am.  
Recorded July 24<sup>th</sup> AD 1877

The Grantors, Solomon Hartert and Amandine A. Hartert his wife of the City of Chicago in the County of Cook and State of Illinois, for and in consideration of Four Thousand (4000) Dollars in hand paid, convey and warrant to Mary S. Rickards of the City of Chicago County of Cook and State of Illinois, the following described Real Estate to wit: The West half (1/2) of the North East quarter (1/4) and the South half (1/2) of the East half (1/2) of the North East quarter (1/4) and the North half (1/2) of the South East quarter (1/4) and the East half (1/2) of the South half (1/2) of the East half (1/2) of the South East quarter (1/4) of Section twenty five (25) Township Eight (8) Range two (2) East. The South West quarter (1/4) less twenty (20) acres off of the South end, and the North East quarter (1/4) and the North West quarter (1/4) less twenty (20) acres off of the North end, and the South East quarter (1/4) of Section thirty (30) The South half (1/2) of the North East quarter (1/4) of Section Thirty two (32) and the North West quarter (1/4) of Section twenty nine (29) Township Eight (8) Range (3) East. The intention hereby being to give a full Covenant Warranty Deed according to the laws of the State of Mississippi, situated in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State Dated this sixteenth day of April AD 1877.

Solomon Hartert  
Amandine A. Hartert

State of Illinois } ss.  
Cook County }

I, William S. Hartert Notary Public in and for the said County, in the State aforesaid, do hereby certify that Solomon Hartert and Amandine A. Hartert his wife, personally known to me to be the same persons whose names are sub.

scribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

*[Seal]*

Given under my hand and Notarial seal, this seventeenth day of July AD 1877.

William O. Harbert  
Notary Public

Mary O. Rickards and  
William J. Rickards  
To } Warranty Deed  
Amandine A. Harbert

Filed for Record July 23<sup>rd</sup> AD 1877 at 8 am.  
Recorded July 24<sup>th</sup> AD 1877

The Grantors Mary O. Rickards and William J. Rickards her husband, of the City of Chicago in the County of Cook and State of Illinois for and in consideration of Three thousand Dollars in hand paid, convey and warrant to Amandine A. Harbert of the City of Chicago, County of Cook, and State of Illinois an undivided Seven twelfths (7/12) interest in all the following described Real Estate, to wit: The West half (1/2) of the North East quarter (1/4) and the South half (1/2) of the East half (1/2) of the North East quarter and the North half (1/2) of the South East quarter (1/4) and the East half of the South half (1/2) of the East half 1/2 of the South East quarter (1/4) of Section Twenty five (25) Township Eight (8) Range two (2) East, The South West quarter (1/4) less twenty (20) acres off of the South end and the North East quarter (1/4) and the North West quarter (1/4) less twenty (20) acres off of the north end, and the South East quarter (1/4) of Section Thirty (30) The South half (1/2) of the North East quarter (1/4) of Section Thirty two (32) and the North West quarter (1/4) of Section Twenty Nine (29) all in Township Eight (8) Range Three (3) East, the intention hereby to give a full covenant Warranty Deed according to the laws of the State of Mississippi situated in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

Dated this first day of May AD 1877.

Mary O. Rickards *[Seal]*  
William J. Rickards *[Seal]*

State of Illinois }  
Cook County }

I William O. Harbert a Notary Public in and for the said County in the State aforesaid, do hereby certify that Mary O. Rickards and William J. Rickards her husband, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

*[Seal]*

Given under my hand and Notarial Seal, this 17<sup>th</sup> day of July AD 1877.

William O. Harbert  
Notary Public



State of Mississippi } Filed for Record July 23<sup>rd</sup> AD 1877 at 3 P.M.  
 No. } Deed } Recorded July 31<sup>st</sup> AD 1877  
 Thos. J. Smith }

The State of Mississippi

This Indenture, Made and entered into, this, the 12<sup>th</sup>-day of July AD 1877, between the State of Mississippi, of the first part, and Thos. J. Smith of the second part. Witnesseth: That Whereas, there was sold on the 3<sup>rd</sup> day of January AD 1876, to the State of Mississippi for taxes due the State, the following tract of land, to wit:

Division of Section	Section	Township	Range	Acres
$\frac{1}{2}$ of $\frac{1}{4}$ NW $\frac{1}{4}$ and $\frac{1}{2}$ of $\frac{1}{4}$ SE $\frac{1}{4}$	22	8	36	160
$\frac{1}{4}$ NE $\frac{1}{4}$ and $\frac{1}{4}$ SE $\frac{1}{4}$ and $\frac{1}{2}$ of $\frac{1}{4}$ NW $\frac{1}{4}$	27	8	36	400

Situated in Madison County, containing Five Hundred and Sixty acres more or less, and whereas, the said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature, entitled an Act in relation to Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land, and paid the sum of Fifty Three Dollars and fifty three cents, now in consideration of the premises, and the amount paid, to the State of Mississippi, in accordance with the Statutes of the State,

the State of Mississippi has this day bargained, sold and conveyed, and by these presents, does bargain, sell and convey unto the said party of the second part his heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold, the same to said party of the second part his heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold, the same to said party of the second part, his heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the Statute in such cases made and provided, and not otherwise.

In testimony whereof, these presents are signed, sealed and delivered in the name of the State of Mississippi, by W. B. Gibbs, Auditor of Public Accounts, who has hereunto, subscribed his name and affixed his seal of office, this the 12<sup>th</sup> day of July AD 1877, at the City of Jackson.

*[Signature]*

W. B. Gibbs Auditor of Public Accounts

The State of Mississippi }  
 Hinds County }

Personally appeared before the undersigned W. B. Gibbs Auditor etc. who acknowledged that he signed, sealed and delivered the above Deed, as Auditor of Public Accounts for the purpose therein set forth,

Given under my hand and seal of Office this the 12<sup>th</sup> day of July AD 1877.

*[Signature]*

John McGill Mayor of Jackson and ex officio Justice of the Peace

George Harvey  
Special Commissioner  
P. J. Reed  
Louisiana Kaublew

Filed for Record July 25<sup>th</sup> AD 1877 at 9 am.  
Recorded July 31<sup>st</sup> AD 1877.

This Indenture made and entered into this 24<sup>th</sup> day of July AD 1877, by and between George Harvey Special Commissioner in Chancery party of the first part, and Louisiana Kaublew party of the second part, all of the County of Madison, State of Mississippi. Witnesseth: that whereas the party of the first part, was duly appointed a Special Commissioner by the Chancery Court at the January Term thereof 1877, to make sale of certain lands described in said decree of the said Court, and whereas in pursuance of said Decree the said party of the first part did advertise said lands hereinafter described by posting written notice of said sale on the door of the Court House in said County for ten days previous to the day of sale, and whereas in pursuance of said decree said party of the first part did offer said lands for sale in front of the Court House door on the day appointed for said sale to the highest and best bidder for cash between the hours of 11 o'clock A.M. and 4 o'clock P.M. at public outcry when Louisiana Kaublew said party of the second part became the highest and best bidder for cash at and for the sum of Two Thousand Dollars, and the said lands were accordingly knocked off to her and she was declared the purchaser thereof; and whereas the said party of the first part did report the same to the following July Term of the Chancery Court and the said Court did ratify and confirm the action of the party of the first part in the premises and ordered adjudged and decreed that said party of the first part make a deed to the party of the second part conveying the lands hereinafter described. Now therefore in consideration of the premises the party of the first part, hath bargained, sold, aliened and conveyed and doth by these presents bargain, sell alien and convey unto the party of the second part the following described lands lying being and situated in the County of Madison, State aforesaid to wit: a lot of ground situated near the City of Canton beginning at the South West corner of a lot of ground by R. B. Saunders & Wife to Margaret A. Drake by deed bearing date March 1<sup>st</sup> 1862, at a stake and running north with the variations of the compass 725 yards to Academy Street thence West 306 1/2 yards to the North East of Cemetery lot, thence South 725 yards to a Stake, thence east to the place of beginning containing about 45 acres, a greater part of which being an orchard of apple and pear trees which said lot is better described as follows, a lot commencing 30 feet east of the North East corner of the New Canton Cemetery when the street or alley east of said Cemetery intersects or would intersect if continued Academy Street straight and running thence along Academy Street due east 306 1/2 yards to a Stake, thence South 725 yards thence west 306 1/2 yards thence North 725 yards to the place of beginning. To have and to hold the above described lands free from the right title and claim of any and all persons whomsoever, and the said party of the first part, hereby covenants and agrees with the party of the second part to forever warrant and defend the title to the above described lands as far as he can do so by virtue of the authority vested in him as Commissioner and no farther

Witness my hand and seal this 24<sup>th</sup> day of July AD 1877

George Harvey  
Special Commissioner





each 1 Share. and the said Emily P. Prichard Grantor herein further empowers the said John M. Foster to sell for cash or on credit or divide the said above described lands or any part thereof whenever a majority in interest shall request the same, in writing and to execute and deliver to the purchaser or purchasers thereof a legal and valid deed should a majority of said cestui trusts desire at any time a division of said lands or any part thereof. the said John M. Foster shall divide said lands as follows, he shall call in three disinterested persons, not related to any of the parties herein, of the County wherein the said land is located, and after inspection of said land to be divided they shall divide the same into as many shares as there are parties interested, and said shares shall be drawn in accordance with the Act of 1841, for Partition or Division, and shall be set off to said parties, as so drawn, the said John M. Foster making to said parties a deed, properly signed and acknowledged, and it is expressly further understood and agreed, that minority of any party interested shall work no disability as to any action herein taken, under this deed but that said minor shall have all the right of request for sale or division as if of full age. It being the intent of this deed, to transfer to the said John M. Foster the above described real estate, in trust for the heirs of James P. Prichard and the children of Harriet Muse now Money in each case, the heir of a deceased child receiving the share of their deceased father or mother.

In testimony whereof, I hereunto set my name and affix my seal the day and year first above written  
 Emily P. Prichard *[Signature]*

State of Mississippi } ss.  
 Madison County }

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

Given under my hand and official seal, at office, in Canton this 26<sup>th</sup> day of July AD 1847.

*[Signature]* Clerk  
 By *[Signature]* D.C.

Emily P. Prichard }  
 Pos Deed }  
 John M. Foster }

Filed for Record July 26<sup>th</sup> AD 1847 at 1 P.M.  
 Recorded July 31<sup>st</sup> AD 1847.

This Indenture made and delivered this 26<sup>th</sup> day of July 1847, by and between Emily P. Prichard, and John M. Foster all of the County of Madison and State of Miss. Vtueseth: That whereas John M. Foster was appointed one of the Executors of the Last will of R. L. Prichard Sr. dec'd, and whereas the entire control and management of said Estate has been by the said John M. Foster, and whereas on the final settlement of said Estate the said John M. Foster was allowed the sum of Two Thousand Dollars. Commissions for his trouble and labor in administering said Estate, and whereas at the instance and request of Mrs. Emily P. Prichard sole devisee of said will the said John M. Foster a consented to accept land in payment of said Commissions Now therefore in consideration of the premises and in further consideration

of the sum of ten dollars to me in hand paid by the said John M. Foster to the said Emily P. Prichard, the receipt whereof is hereby acknowledged, the said Emily P. Prichard has sold and conveyed, and do by these presents sell and convey transfer and deliver unto the said John M. Foster the following described real estate, located in the County of Madison and State of Mississippi, and more particularly described as follows: viz: N 1/4 E 1/4 S 1/4 R 3 E Section 24. T 7 N 1/2 R 4 East. 1/2 interest in Lots 1, 2, 3, 5 & 6: Sect 3. T 8 N 1/2 R 4 East, To have and to hold unto the said John M. Foster his heirs and assigns with all appurtenances therunto belonging and all improvements thereon. And the said Emily P. Prichard covenants with the said John M. Foster that the above described property is free and clear of all encumbrances of every nature and kind legal and equitable; and that she will warrant and defend the same against the claim or claims of any and all persons whomsoever.

I herunto sign my name and affix my seal the day and year first above written.

Emily P. Prichard

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named Emily P. Prichard who acknowledged that she signed, sealed and delivered the foregoing Deed on the day and year mentioned as her act and deed.

Given under my hand and official seal at office, in Canton, this 26<sup>th</sup> day of July A. D. 1877

J. J. Jeffrey Clerk  
 By O. N. Cuitwiler D.C.

Henry Beer and Virginia Beer } Filed for Record July 26<sup>th</sup> AD 1877 at 5 P.M.  
 N's Deed } Recorded August 2<sup>nd</sup> AD 1877

Mayer Lehman and Emanuel Lehman and Henry Abraham } This Indenture, made the fifth day of June in the year One thousand eight hundred and seventy seven between Henry Beer and Virginia Beer his wife of the City of New Orleans in the State of Louisiana parties hereto of the first part, and Mayer Lehman and Emanuel Lehman of the city of New York in the State of New York and Henry Abraham of the City of New Orleans State of Louisiana of the second part. Witnesseth, that the said parties of the first part for and in consideration of the sum of Five hundred Dollars, lawful money of the United States to them in hand paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath released, released and quit claimed, and by these presents do release, release and quit claim unto the said parties of the second part, and to their heirs and assigns forever, all and singular, the right title, interest share, property claim and demand, of every nature and kind whatsoever of the aforesaid parties of the first part, of and to the following described tracts of lands viz: First the East half of the West half of lot No Eighty Seven situated in

the East Ward of the town of Grenada. State of Mississippi second. Lots No Twenty one and Twenty four in Sanders Survey in the town of Grenada. State of Mississippi being a part of the West half of the North West quarter of Section No Seventeen Township No Twenty two of Range No Five East. Third All of lot No two in square No two, in the City of Canton. County of Madison. State of Mississippi, except so much thereof of said lot as was heretofore conveyed by Jefferson Lowe to Anna Maria Ornest and with the further exceptions of fifteen feet off the north end of said lot, and being more accurately described as containing about forty nine feet fronting on the North side of Centre Street in said City, thence running back from said Street the entire width of said lot two hundred feet more or less. Fourth: those two certain lots or parcels of land lying and being in the City of Jackson and State of Mississippi in the County of Hinds being the North end of lots No's three and six of Fractinal Square one South as designated in the map of said City of Jackson and more particularly described as follows: beginning at the north west corner of said lot, and running thence Southward in State Street twenty six feet and eight inches thence Eastward to Crescent Street thence northward on Crescent Street, twenty six feet and eight inches, and thence westward to the place of beginning, and Fifth: all and singular those certain tracts or parcels of land situated in the City of Vicksburg, State of Mississippi described as follows: 1<sup>st</sup> part of lot two hundred in square No thirty commencing at the North west corner of said lot at the intersection of Washington and China Streets, thence South twenty four feet six inches along Washington Street, thence East, Seventy four feet, six inches thence North twenty four feet six inches and thence west along China Street, to the place of beginning and 2<sup>d</sup> a parcel of real estate comprising part of the same lot and square and beginning at the North East corner of the lot a-fore described, and running thence east, fourteen feet five inches, along China Street, thence South Seventy three feet, thence west fourteen feet five inches, thence North Seventy three feet to the place of beginning together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents issues and profits thereof, And also, all the Estate, right, title, interest down right of down, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in and to the same and every part and parcel thereof, with the appurtenances, unto the said parties of the second part, their heirs and assigns to their own proper use, benefit and behoof forever.

In Witness whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written, sealed and delivered in the presence of

Andrew Herr  
S. J. Bartholomew

Henry Rees  
Virginia Rees

State of Louisiana  
City of New Orleans } Be it known, that on this fifth day of  
June A D One thousand eight hundred and sev-  
enty seven, before me, Andrew Herr, Jr. a Commissioner of the State of Mis-  
sissippi in and for the State of Louisiana duly commissioned and author-  
ized to take the acknowledgment of deeds and to administer oaths and



affirmations to be used or recorded in said State of Mississippi personally appeared the above named Henry Beer and Virginia Beer his wife and severally acknowledged that they signed, sealed and delivered the above and foregoing conveyance, as their voluntary act and deed on the day and year and for the considerations, uses and purposes therein mentioned and the said Virginia Beer, did moreover on a private examination made of her by me, separate and apart from her husband acknowledge that she signed, sealed and delivered the foregoing conveyance, as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

In testimony whereof, I have hereunto set my hand and seal, as Commissioner aforesaid, at my office in the said City of New Orleans, the day and year before written.

*[Handwritten initials]*

Andrew Rocco Jr.  
Commissioner

John J. Cameron  
and Wife  
vs. Deed  
R. W. Hoffman

Filed for Record July 28<sup>th</sup> AD 1847 at 1 P.M.  
Recorded August 2<sup>nd</sup> AD 1847.

This Indenture made and entered into this 29<sup>th</sup> day of January AD 1847, between John J. Cameron & Artemus Cameron his wife of the first part, and Robert W. Hoffman of the second part, all of the County of Madison and State of Mississippi, Witnesseth: that said party of the first part, for and in consideration of the sum of Two hundred fifty Dollars to them in hand paid by the party of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain sell convey and confirm to the said party of the second part his heirs and assigns forever a certain lot or parcel of ground situate lying and being in the City of Canton, County and State aforesaid, bounded and described as follows, viz: Beginning at a stake at the intersection of Academy Street with a street running north and south and the south side of Academy and Cross side of said Cross Street, thence South with said Cross Street 200 feet to Peter Frosts North West corner, thence East with his line one hundred feet to a stake, thence North 200 feet to Academy Street; thence west with said Street 100 feet to the beginning. To have and to hold said lot or parcel of ground, with the hereditaments privileges and appurtenances thereto belonging to him 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 covenant to warrant and defend the title to the premises aforesaid with its appurtenances to said party of the second part, his heirs &c. from and against the claim or claims of any and all persons whomsoever.

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

John J. Cameron  
A. Cameron

State of Mississippi }  
 Madison County }  
 Personally appeared before me O. S. Jeffrey  
 Clerk of the Chancery Court of said County,  
 the within named John F. Cameron and A. Cameron his wife, who  
 severally acknowledged that they signed, sealed and delivered the fore-  
 going and annexed Deed, as their own act and deed. And the said  
 A. Cameron, upon a private examination by me made, separate and  
 apart from her said husband, acknowledged that she signed, seal-  
 ed, and delivered the same as her voluntary act and deed, freely with-  
 out any fear, threats or compulsion of her said husband.  
 Given under my hand and seal of said Court this 28<sup>th</sup>  
 day of July AD 1877  
 O. S. Jeffrey Clerk

State of Mississippi } Filed for Record July 30<sup>th</sup> AD 1877 at 10 am.  
 Do's Deed } Recorded August 2<sup>nd</sup> AD 1877.  
 R. O. Savage }

The State of Mississippi  
 This Indenture, Made and entered into this, the 20<sup>th</sup> day of July AD 1877  
 between the State of Mississippi of the first part, and R. O. Savage  
 of the second part. Witnesseth: That whereas, there was sold on the 10<sup>th</sup>  
 day of May AD 1875, to the State of Mississippi for taxes due the State,  
 the following tract of land to wit:

Division of Section	Section	Township	Range	Acres
Lot & Residence fronting Liberty Street in Canton Sold as the property of Mrs. P. P. Fulton.				

Situated in Madison County, containing - acres more or less. And whereas,  
 the said party of the second part desires to purchase said tract of land under  
 the provisions of an Act of the Legislature, entitled an Act in relation to Pub-  
 lic Revenue, and for other purposes approved April 15<sup>th</sup> 1876, and has this  
 day applied to purchase the said land, and paid the sum of One Hundred  
 and Forty two Dollars and fourteen cents, now in consideration of the  
 premises, and the amount paid to the State of Mississippi in accordance  
 with the Statutes of the State, the State of Mississippi has this day bar-  
 gained sold and conveyed, and by these presents does bargain, sell and  
 convey unto the said party of the second part, his heirs and assigns forever  
 the before said tract of land as above described, to have and to hold the same  
 to said party of the second part, his heirs and assigns forever. The State of  
 Mississippi hereby warrants the title to said lands, according to the Statute  
 in such cases made and provided and not otherwise.

In testimony whereof these presents are signed, sealed and delivered in the name  
 of the State of Mississippi by W. H. Gibbs Auditor of Public Accounts; who has  
 hereunto subscribed his name and affixed his seal of office this the 20<sup>th</sup> day  
 of July AD 1877, at the City of Jackson.

W. H. Gibbs Auditor  
 of Public Accounts.

The State of Mississippi }  
 Hinds County }  
 Personally appeared, before the undersigned W. H.  
 Gibbs Auditor etc. who acknowledged that he  
 signed, sealed and delivered the above Deed, as Auditor of Public Accounts  
 for the purpose therein set forth.

Given under my hand and seal of office this the 20<sup>th</sup> day of July AD 1877.  
 John M. Gill Mayor of Jackson and Ex officio Justice of the Peace.

R. O. Savage } Filed for Record July 30<sup>th</sup> AD 1877 at 10 am.  
 Do } Quit claim Deed } Recorded August 2<sup>nd</sup> AD 1877  
 Geo. A. Hogsett }

State of Mississippi: Madison County,  
 Know all men by these presents that R. O. Savage for and in consideration of New Dollars to me in hand paid by Geo. A. Hogsett have released and quit claimed, and by these presents doth release and quit claim unto him the said Geo. A. Hogsett all my right title interest and claim in or to the following described land now in the possession of him the said Geo. A. Hogsett to-wit: Lot and residence fronting on Liberty Street in Canton, sold to the State of Mississippi as the property of Mrs. P. P. Fulton.  
 Witness my hand and seal this 20<sup>th</sup> day of July AD 1877.

R. O. Savage

State of Mississippi }  
 Madison County } Personally appeared before the undersigned Mayor of City Canton & Ex officio J. P. in and for said County & state the within named R. O. Savage who acknowledged that he signed sealed and delivered the foregoing instrument as his own act and deed on the day and year therein mentioned and for the purposes therein expressed.

Given under my hand and official seal this 20<sup>th</sup> day July 1877.  
 Robert Powell Mayor & J. P.

State of Mississippi } Filed for Record July 28<sup>th</sup> AD 1877 at 4 P.M.  
 Do } Deed } Recorded August 2<sup>nd</sup> AD 1877  
 Alice B. Wood }

This Indenture, made and entered into, this the 28<sup>th</sup> day of June AD 1877, between the State of Mississippi of the first part and Miss Alice B. Wood of the second part. Witnesseth: that whereas there was sold on the 3<sup>rd</sup> day of January AD 1876, to the State of Mississippi, for taxes due the State, the following tract of land to-wit:

Division of Section	Section	Township	Range	Acres
Op 1/2 NW 1/4 and 1/2 NW 1/2 SW 1/4	3	10	5 East	80.

Situated in Madison County, containing Eighty acres more or less. And whereas the said party of the second part desires to purchase said tract of land under the provisions of an act of the Legislature, entitled an act in relation to Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land, and paid the sum of (13) Thirteen Dollars, and (46) Forty Six Cents, Now in consideration of the premises, and the amount paid to the State of Mississippi, in



accordance with the Statutes of the State, the State of Mississippi has this day bargained, sold, and conveyed, and by these presents, does bargain, sell and convey unto the said party of the second part, her heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold the same to said party of the second part, her heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the Statute, in such cases made and provided, and not otherwise.

In testimony whereof, these presents are signed, sealed and delivered in the name of the State of Mississippi by W. H. Gibbs Auditor of Public Accounts, who has hereunto subscribed his name and affixed his seal of office this the 28<sup>th</sup> day of June AD 1877. at the City of Jackson.

W. H. Gibbs Auditor of Public Accounts.

The State of Mississippi }  
Hinds County

I personally appeared, before the undersigned W. H. Gibbs Auditor etc, who acknowledged that he signed, sealed and delivered the above Deed as Auditor of Public Accounts, for the purpose therein set forth.

Given under my hand and seal of office, this the 28<sup>th</sup> day of June AD 1877.

John M. Gill,  
Mayor of Jackson and  
Ex-Officio Justice of the Peace

Alice C. Wood }  
Quit Claim Deed }  
J. J. Sharp and }  
M. C. Ewing }

Filed for Record July 28<sup>th</sup> AD 1877 at H. O. Ab.  
Recorded August 3<sup>rd</sup> AD 1877.

Know all men by these presents, that I Alice C Wood of Canton, County of Madison, State of Mississippi, in consideration of the sum of Thirty (\$30<sup>00</sup>) Dollars, to me paid by J. J. Sharp and M. C. Ewing of Madison County, Miss., the receipt whereof I do hereby acknowledge do remise, release and forever quit claim unto the said Sharp & Ewing their heirs and assigns, all that parcel of land now in the seizure and possession of Jack and Lucy Johnson situate in the County of Madison State of Mississippi, and described as follows, to wit: S 1/2 N 1/2 N 1/4 and N 1/2 N 1/2 S 1/4 Section Three (3) Township Ten (10) of Range Three (3) East. To have and to hold the aforesaid premises, with all the privileges and appurtenances to the said messuage belonging or appertaining unto the said Sharp & Ewing their heirs and assigns to their sole use forever so that neither I the said Alice C Wood, nor my heirs, nor any person or persons claiming under me or them shall at any time hereafter by any way or means have claim or demand any right or title to the aforesaid premises or appurtenances or to any part or parcel thereof forever.

In testimony whereof, I have hereunto set my hand and seal this 7<sup>th</sup> day of July AD 1877.

Witness Lyman H. Beman  
H. D. Walker

Alice C. Wood

State of Illinois }  
St. Clair County }

J. Sebastian Fietzow, A Notary Public in and for said County, in the State aforesaid, do hereby that Alice

B. Wood by witnesses subscribed made known to me to be the same person whose name is subscribed to the annexed instrument, appeared before me this day in person, and acknowledged that she had signed, sealed and delivered the said instrument of writing as her free act and deed for the uses and purposes therein expressed.

Given under my hand and Notarial Seal: this 7<sup>th</sup> day of July 1877.  
Sebastian Tietzmann  
Notary Public

J. M. Hale } Filed for Record August 2<sup>nd</sup> AD 1877 at 10 am.  
Deed } Recorded August 4<sup>th</sup> AD 1877  
Martha A. Hale }

This Indenture made & entered into on this the 2<sup>nd</sup> day of August 1877 between J. M. Hale of the first part, and Martha A. Hale of the second part, all of the County of Lauderdale & State of Mississippi, witnesseth: that the said party of the first part for and in consideration of the love and affection which he now has for his wife, the said Martha A. Hale, and for the further consideration of the sum of one dollar to him in hand paid by her, the said Martha A. Hale at & before the executing and delivery of these presents, the receipt of which is hereby acknowledged, has given, granted, bargained, sold, aliened and confirmed and conveyed and by these presents doth hereby give, grant, bargain, sell, alien, convey & confirm unto her, the said Martha A. Hale, her heirs and assigns forever, the following lot or parcel of ground, situate & being in the City of Canton & State aforesaid to wit: Beginning two hundred feet west of the North West corner of a lot formerly owned by W. W. Pearce and running thence West (105) One Hundred and five feet to a State thence South Two Hundred and Eighty feet to a State, thence East one Hundred & five feet to a State, thence North two Hundred & Eighty feet to the beginning, together with all & singular the rights, privileges & appurtenances thereto belonging or in any wise appertaining. It being the same lot or parcel of ground purchased by said party of the first part of John A. Preston on the fourth of January 1870, and of W. W. Warner on the day of, and subsequent to the said purchase of the said Preston lot. To have and to hold the same with the appurtenances as aforesaid, unto the said party of the second part, her heirs and assigns forever, And the said party of the first part, And the said party of the first part, the title thereto unto the said party of the second part, her heirs and assigns, doth & will forever warrant and defend, against the claim of all persons whatsoever, firmly by these presents.

In testimony whereof the said party of the first part hath hereunto set his hand & affixed his seal on the day & year first above written & after all interlineations & erasures first made, in his presence

J. M. Hale  
State of Mississippi }  
Madison County } Personally appeared before the undersigned

Clerk of the Chancery Court of said County the within named J. M. Hale who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned as his act and deed. Given under my hand and official Seal. at office. in Canton this 2<sup>nd</sup> day of August AD 1877. J. D. Jeffrey Clerk

Mike Russell } Filed for Records August 6<sup>th</sup> AD 1877 at 2 P.M.  
 To's Deed } Recorded August 7<sup>th</sup> AD 1877.  
 Nannie Russell }

State of Mississippi, Madison County.  
 Know all men by these presents that I, Mike Russell for and in consideration of the natural love and affection which I have and do bear towards my beloved wife Nannie Russell as well as for the sum of Ten Dollars in hand paid the receipt whereof is hereby acknowledged, have this day given and granted and delivered and by these presents doth give, grant and deliver unto my said Wife Nannie Russell the following property to wit: W 1/2 NW 1/4 Sec 29, T 10 R 2 E. and E 1/2 W 1/2 NW 1/4 S 32 T 10 R 2 E. Containing in all One Hundred and Twenty Acres and lying & being in the County and State aforesaid. I do have and to hold the same unto my wife and to her heirs and assigns forever.

In testimony whereof I the said Mike Russell have hereunto set my hand and seal this the first day of June AD 1877. Mike Russell

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

Given under my hand and official Seal. at office. in Canton. this 6<sup>th</sup> day of August AD 1877. J. D. Jeffrey Clerk  
 By C. B. Lutenwiler S.C.

Albert H. Cotton } Filed for Records August 6<sup>th</sup> AD 1877 at 3.30 P.M.  
 To's Deed } Recorded August 7<sup>th</sup> AD 1877.  
 Nathan B. Allen }  
 To secure }  
 Sarah P. Donegan } Trustee

This Indenture made and entered into this the 3<sup>rd</sup> day of August AD 1877. by and between Albert H. Cotton party of the first part. and Nathan B. Allen party of the second part. and Sarah P. Donegan party of the third part. Witnesseth: that the said party of the first part is indebted to the party of the third part in the sum of Twenty five Hundred Dollars. evidenced by his three promissory notes due and payable as follows: One Note due January 1<sup>st</sup> 1879 for Five hundred dollars. with interest at ten per cent per annum from August the 3<sup>rd</sup> 1877 until paid: One note dated August 3<sup>rd</sup> 1877. for One Thousand Dollars due and payable Jan. 1<sup>st</sup> 1880. with interest at the rate of ten (10) per cent per annum from date until paid



one note dated Augst. 3<sup>rd</sup> 1877, for one thousand dollars due and payable Jan'y. 1<sup>st</sup> 1881, with interest, at the rate of ten per cent per annum from date until paid. And that whereas the said party of the first part is desirous of securing to the said party of the third part, the prompt payment of the said indebtedness at the maturity thereof. Now therefore in Consideration of the premises as well as for and in Consideration of the sum of Five dollars in hand paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged the said party of the first part has granted, bargained and sold and by these presents do grant, bargain sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns the following described Real and Personal Estate lying and being in the County of Madison and State of Mississippi to-wit: The South West quarter of Section one, Township Ten, Range four East, the South half East half of South East quarter of Section two, Township ten (10), Range four East, together with any and all improvements of whatever nature, placed upon said premises by said first party. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns and the successor of him forever, in trust nevertheless upon these terms and conditions, that is to say: that the said party of the first shall by the first day of January AD 1881, fully pay off the indebtedness incurred therein. If the said party of the first part shall fail or refuse to pay to said party of the third part and his assigns the amount of said indebtedness on or before the maturity thereof and all interest which shall accrue thereon and the cost and charges of this Deed then the said party of the second part, or the successor of him may and shall enter unto and take possession of said Real and personal Estate and sell the same or so much thereof, as may be necessary before the door of the Mill House on said premises at public auction to the highest bidder for cash after giving thirty days notice of time and place of said Sale by advertising in some newspaper published in said County or by posting advertisements thereof in two or more convenient public places and convey the Estate so sold to the purchaser or purchasers thereof, by proper instruments of Conveyance and from the proceeds of said Sale the said party of the second part, or the successor of him shall first pay the cost and charges of this deed, and of said sale, and then pay to the said party of the third part and his assigns the amount of said indebtedness and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part, shall pay the same to the said party of the first part and his assigns, and if the said party of the first part, shall well and truly pay the amount of said indebtedness and all interest thereon and the cost and charges of this Deed then the said party of the second part, shall enter satisfaction of this deed upon the record thereof and the same shall thenceforward be null and void. It is further understood and agreed by the parties hereunto that if the said party of the second part shall from any cause fail to perform the duties of trustee as aforesaid, then and in that case the said party of the third part, or her

assignee shall in writing appoint another trustee in his place whose acts and doings in the premises shall be as binding as if done by the N. H. Allen Trustee as aforesaid.

In testimony whereof the said party of the first part hereunto sets his hand and seal on the day and year first above written.  
A. H. Cotton

The State of Mississippi

Madison County I Personally appeared before the undersigned Justice of the Peace of said County, the within named A. H. Cotton who acknowledged that he signed sealed and delivered the foregoing and annexed Deed as his own act and deed on the day and year therein named.

Given under my hand and seal this the 3<sup>rd</sup> day of August AD 1877.

David Milton J. P.

George M. Murrell Jr.  
and Oscar F. Hickle  
vs  
Sophia C. Ash

Filed for Record August 4<sup>th</sup> AD 1877 at 12 M.  
Recorded August 8<sup>th</sup> AD 1877.

In consideration of Sixteen hundred fifty seven & 64/100 (\$1657.64) Dollars, we George M. Murrell Jr. and Oscar F. Hickle do hereby sell transfer and convey to Sophia C. Ash wife of Matt F. Ash of Jackson Miss. one undivided interest in the plantation known as "Blifton" in said County, containing about 1360 acres more or less, owned by O. G. Murrell at his death subsequently acquired by John D. Murrell & by him conveyed in trust to F. S. Hunt, J. S. Raines, Milton P. Jarnagin, to secure certain debts therein described, due to F. S. Hunt guardian of said George M. Murrell Jr. Parthenia Murrell & others adjoining lands formerly owned by Gabriel Johnston, on the east, the said George M. intending hereby convey all title and interest to said lands that may have come to him as an heir and legatee of said O. G. Murrell, or that may have come to me under the trust deed of John D. Murrell and the proceedings thereunder, and also whatever interest or right I may have acquired in the estate of my mother, the said Parthenia Murrell, who recently died intestate in Hinds County, Miss. my interest being one half, the said Oscar F. Hickle intending hereby to convey the other half interest that his mother the said Parthenia Murrell had as widow of said O. G. Murrell may have had in said lands, as widow, and as a beneficiary under the said trust deed of John D. Murrell and the proceedings thereunder, to have and to hold the same unto the said Sophia C. Ash, her heirs and assigns in fee, free from the liabilities of her said husband, with full power to sell, mortgage or finally dispose of the same, as she may choose by deed or other instrument, or by will, in fee simple forever. We warrant this title against ourselves our heirs and assigns and also against those who may claim under the said Parthenia Murrell.  
Witness our hands this 14<sup>th</sup> day of August 1876.

Geo. M. Murrell Jr.  
O. F. Hickle

State of Mississippi

Hinds County I, John McGill Mayor of the City Jackson

See 134142-7-12-8

and ex officio a Justice of the Peace in and for the State and County do certify that George M. Murrell Jr. whose name is signed to the above writing bearing date August 4<sup>th</sup> 1876. executed the same before me. by signing, sealing and delivering the same before me. and acknowledging it voluntarily to be his act and deed.

Witness my hand and seal this 4<sup>th</sup> day of August 1876.  
 John M. Hill  
 Mayor and J. P.

State of Louisiana  
 Parish of Orleans  
 City of New Orleans

I William Joseph Bastell, a Commissioner of Deeds for the State of Mississippi residing at New Orleans La. duly commissioned and qualified to administer oaths, take acknowledgment of deeds, and other instruments of writing to be used or recorded in said State of Mississippi do hereby certify that O. F. Kickle whose name is signed to the above writing bearing date the fourth of August 1876. executed the same before me by signing, sealing and delivering the same before me and acknowledged it voluntarily to be his act and deed.

Given under my hand and official seal at New Orleans La. this eight day of August 1876.

W. J. Bastell  
 A Commissioner of Mississippi  
 - for Louisiana residing at  
 New Orleans La.

State of Mississippi  
 No. Deed  
 Elijah Fleming

Filed for Record August 8<sup>th</sup> AD 1877 at 9.15 am.  
 Recorded August 8<sup>th</sup> AD 1877

The State of Mississippi  
 This Indenture: Made and entered into this the 26<sup>th</sup> day of December AD 1876. between the State of Mississippi, of the first part, and Elijah Fleming of the second part. Witnesseth: That whereas, there was sold on the 3<sup>rd</sup> day of January AD 1876. to the State of Mississippi, for taxes due the State, the following tract of land to wit:

Division of Section	Section	Township	Range	Acres
N 1/2 of N 1/2 of N 6 1/4	22	12	4 E	40

Situated in Madison County, containing Forty acres more or less. And whereas the said party of the second part, desires to purchase said tract of land, under the provisions of an Act of the Legislature entitled an Act in relation to Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land and paid the sum of Six Dollars and ninety three cents. Now, in consideration of the premises and the amount paid to the State of Mississippi, in accordance with the Statutes of the State, the State of Mississippi has this day bargained, sold and conveyed, and by these presents, does bargain, sell and convey unto the said party of the second part, his heirs and assigns forever the aforesaid tract of land, as above described, to have and to hold the same



to said party of the second part, his heirs and assigns forever, the State of Mississippi hereby warrants, the title to said lands, according to the Statute in such cases made and provided and not otherwise.

In testimony whereof, these presents are signed, sealed and delivered in the name of the State of Mississippi by W. H. Gibbs Auditor of Public Accounts, who has hereunto subscribed his name and affixed his seal of office, this the 26<sup>th</sup> day of December AD 1876, at the City of Jackson.

W. H. Gibbs Auditor  
of Public Accounts

The State of Mississippi }  
Hinds County

Personally appeared before the undersigned W. H. Gibbs Auditor etc. who acknowledged that he signed, sealed and delivered the above deed as Auditor of Public Accounts, for the purpose therein set forth.

Given under my hand and seal of office this the 26<sup>th</sup> day of December AD 1876.

John McGill Mayor of  
Jackson & Officio J. P.

For value recd I hereby relinquish all the right & title that the within instrument confers upon me to the following described tract of land, to wit:  $N\frac{1}{2}$  of  $N\frac{1}{2}$  of  $N\frac{1}{4}$  of Section 22, Township 12, Range 4 East, except that portion lying east of the Goodman & Caudeu road to the River A. O. Henderson.

Witness my hand & seal this 14<sup>th</sup> day of April AD 1877.

Olijah Fleming Seal

The State of Mississippi }  
Madison County

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

Witness my hand and seal this the 14<sup>th</sup> day of April AD 1877

David Milton J. P. Seal


Olijah Fleming and  
Margaret V. Fleming  
Do Deed

A. O. Henderson

Filed for Record August 8<sup>th</sup> AD 1877 at 9.15 a.m.  
Recorded August 8<sup>th</sup> AD 1877.  
State of Mississippi, Madison County.  
This Indenture made and entered into this the 26<sup>th</sup> day of May AD 1877, by and between Olijah Fleming and Margaret V. Fleming his wife, parties of the first part, and A. O. Henderson the party of the second part, all of the State and County aforesaid. Witnesseth, that the said parties of the first part, for and in consideration of the sum of ten dollars lawful money of the United States to them in hand paid the receipt whereof is hereby acknowledged, have bargained sold quit claimed and conveyed unto the party of the second part his heirs and assigns all that certain tract or parcel of land known and described as all that part of the  $N\frac{1}{2}$  of  $N\frac{1}{4}$  of Section 22, Township 12, Range 4 East, which lies west of the Caudeu and Goodman road in County

and State aforesaid and containing by estimation Sixty acres more or less, to have and to hold together with all and singular the appurtenances and hereditaments belonging or in anywise appertaining therunto. And the said parties of the first part do by these presents agree for themselves and their successors to warrant and defend the right and title of said described tract of land unto the party of the second part his heirs and assigns free from the claim or claims of any and all persons claiming or to claim the whole or any part of the same, by or through them the parties of the first part.

In testimony whereof the parties of the first part have herunto subscribed their names and affixed their seals on the day and year first above mentioned

Olijah Fleming   
M. V. Fleming 

The State of Mississippi }  
Madison County

Personally appeared before the undersigned Justice of the Peace of said County the within named Olijah Fleming who acknowledged that he signed sealed and delivered the foregoing Deed as his own act and deed also appeared M. V. Fleming wife of the said Olijah Fleming who upon a private examination by me made separate and apart from her said husband who acknowledged that she signed sealed and delivered the same as her own voluntary act and deed, freely without any fear threat or compulsion of her said husband, as her own act and deed on the day and year therein named.

Given under my hand and seal this the 26<sup>th</sup> day  
May AD 1877

David Milton J. P. 

Milton P. Jarrigan }  
J. J. Deed }  
Sophia B. Ash. }

Filed for Record August 4<sup>th</sup> AD 1877 at 12 26  
Recorded August 8<sup>th</sup> AD 1877

Whereas on the 22<sup>nd</sup> February 1866, the plantation in Madison County Miss. was sold at a trust sale, under the deed of John D. Murrell to F. S. Hunt, J. S. Rames & myself to secure notes due the widow and legatees of O. G. Murrell & to me, at which sale the land was bid off by F. S. Hunt for the beneficiaries, at the sum of \$10,000, now for love and affection to Sophia B. Ash, for the sum of five dollars paid, & to consolidate titles, I hereby, give, grant, sell and convey to her, her heirs and assigns, in her own right free from the debts of her husband, Matt F. Ash, or any subsequent husband, all of my right title interest and demand, as an individual, in and to said plantation, known as "Clifton" Madison Co. Miss. owned by said O. G. Murrell at his death, acquired in distribution of his estate by John D. Murrell & conveyed by him in trust, and sold as aforesaid, containing 1360 acres, more or less, including whatever I acquired by marriage with Emily L. Murrell, daughter of said O. G. Murrell by and on account of the notes of John D. Murrell payable to me, as mentioned in said trust deed, and whatever I may have acquired by virtue of my subsequent marriage with Minerva R. Murrell daugh-

tor and legatee of said O. G. Murrell & the notes payable to me as her trustee, also described in said trust deed, whatever that interest may be, intending hereby to transfer all personal interest in said land and notes, to have and hold the said land and all interest therein as aforesaid, to said Sophia C. Ash, her heirs &c. with full power to sell, mortgage or finally dispose of the same as she may choose, by deed or other instrument, or by will as if she were a femme sole, in fee simple forever. I warrant this title against myself my heirs and assigns.

This 24<sup>th</sup> of July 1876.

Milton P. Jarnigan

United States of America  
State of Tennessee  
Shelby County  
City of Memphis

J. R. Dudley Frayser Commissioner of the State of Mississippi, duly appointed by the Governor thereof for the State of Tennessee, to reside in the City of Memphis, and take the acknowledgements and proof of the execution of Deeds or other conveyances, or Leases, and of any contract, Letter of Attorney, or other writing, under seal or not. Administer Oaths and take and certify Depositions etc. to be used or recorded in said State of Mississippi do certify that on this day personally appeared before me Milton P. Jarnigan to me known to be the individual named in, and who executed the annexed Conveyance, and acknowledged that he signed, sealed and delivered the said Conveyance on the day and year therein mentioned, as his voluntary act and deed.



Given under my hand and official seal, this 31<sup>st</sup> day of July 1876.

R. Dudley Frayser  
Commissioner

M. C. Healey  
Co's Deed  
Thomas F. Healey et al

Filed for Record August 22<sup>nd</sup> AD 1877 at 10.50 am.  
Recorded August 23<sup>rd</sup> AD 1877.

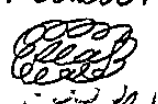
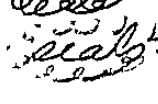
This Indenture made and executed this the 5<sup>th</sup> day of April AD 1877 by and between Margaret C. Healey of the first part, and Hugh C. Healey, Thomas F. Healey, David W. Healey and John C. Healey parties of the second part, all of the County of Madison, State of Mississippi. Witnesses: That whereas, the above named parties are seized and possessed as tenants in common, of the following described lands situated in said County and State, to wit:  $\frac{1}{2}$  of  $\frac{1}{2}$  of Dec 35, and the  $\frac{1}{2}$  of  $\frac{1}{2}$  of the  $\frac{1}{2}$  Dec 35, and  $\frac{1}{2}$  of  $\frac{1}{4}$  Dec 36, all in Township Eight Range two East, and the  $\frac{1}{2}$  of the  $\frac{1}{4}$  Dec 32, Township 8 Range 3 East, containing in all Three Hundred and Sixty acres more or less, and whereas the said parties are all twenty one years of age and there are no minors, insane persons, or married women, interested in said lands, and whereas the said parties have agreed among themselves each with the others, to partition the said lands so far as to set apart a portion for the said M. C. Healey, and whereas, they have set apart as her portion thereof the  $\frac{1}{2}$  of  $\frac{1}{2}$  of the  $\frac{1}{4}$  of Dec 35, Township 8, Range 2 East, containing forty acres, together with the buildings and improvements thereon, and





whereas the said parties of the first part are desirous of securing to the said parties of the third part the prompt payment of said indebtedness at maturity thereof on or before the first day of Nov. 1847. Now therefore in consideration of the premises as well as and for and in consideration of the sum of ten dollars in hand paid by party of the second part to said party of the first part. (the receipt whereof is hereby acknowledged) the said party of the first part has granted, bargained and sold, and do hereby grant bargain & sell and convey unto the said party of second his heirs executors, administrators and assigns the following described real and personal estate in said County of Madison State of Miss. to wit: a parcel of land being & lying in Section 2, Range 3 East Township 11 all except of about land 80 acres lying & being in above County & State also all the Cotton Corn, fodder, peas & any other produce grown & raised by parties of first part on this plantation. To have and to hold the same unto the said party of the second part his heirs executors & assigns and the successors of him forever in trust nevertheless upon these terms and conditions that is to say that the party of the first part shall have at Canton Miss. by the first day of Nov 1847. such an amount of Cotton as will fully pay off the indebtedness incurred herein and the net proceeds to be placed to the credit of the ac of parties of the first part, in case said indebtedness is not paid at maturity, or if the said party of the first part shall refuse to pay the said party of the third part his heirs and assigns the amount of said indebtedness on or before the maturity thereof, and all interest thereon and the cost and charges of this deed. then the said party of the second part or the successor of him shall take possession of said real & personal estate and sell the same or so much thereof as may be necessary, before the Court house door in the City of Canton at public auction to the highest bidder for cash, after giving five days notice of time and place of said sale, by posting advertisements thereof in three or more convenient places, and convey the estate so sold to the purchaser thereof by proper instrument of conveyance and then pay to the party of the third part the amount of said indebtedness and all interest thereon, and if the said party of the first part shall well and truly pay said indebtedness and all interest thereon and the cost and charges of this deed, then the said party of the second part shall enter satisfaction of this deed upon the record thereof and the same thence forward will be null and void. It is further understood and agreed by the parties herunto that if the said party of the second part shall from any cause fail to perform the duties of trustee as aforesaid then in that case the said party of the third part or his assigns shall in writing appoint another trustee in his place whose acts and doing in the premises shall be as binding as if done by the said G. W. Hargon trustee aforesaid

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

John Dutherland   
Mary A. Dutherland 

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Justice of the Peace of said County. Jno. Dutherland who

acknowledged that he signed, sealed and delivered, the foregoing deed as his act and deed. At the time and for the purpose therein mentioned, also personally appeared before the undersigned Justice of the Peace Mary A. Sutherland, who after being examined privately and apart from her said husband acknowledged that she signed, sealed and delivered the foregoing deed as her act and deed freely and for the purpose therein specified at the time therein named.

Witness my hand and seal this the 9<sup>th</sup> day Feb 1844.  
 O. L. Hargon J. P.

John  
 Ha  
 of  
 Ba

John Haudey } Filed for Record August 21<sup>st</sup> AD 1847 at 10.15 a.m.  
 Po's Deed } Recorded August 24<sup>th</sup> AD 1847  
 John W. Robinson  
 and J. P. Stevens

This Deed of Conveyance made this 21<sup>st</sup> day of August 1847, between John Haudey of the County of Madison and State of Mississippi of the first part, and John W. Robinson & J. P. Stevens of the County of Hinds and State of Mississippi of the second part, Witnesseth: That the said party of the first part, for and in consideration of Ten Dollars to him paid, has granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey to the said parties of the second part, a certain parcel or tract of Land, situated in said County of Madison and State of Mississippi namely: West half of SW 1/4 of Section Twelve, T. Seven Range one east, containing Eighty acres more or less. To have and to hold the above described premises with the appurtenances, to the said parties of the second part, and their heirs, and the said party of the first part, covenants with the parties of the second part, that he will warrant and forever defend the title of the same to the parties of the second part, and their heirs or the alienees, under them free from and against the right, title or claim of myself and my heirs and from all persons claiming by or through me & mine others.

In Testimony of which, the party of the first part has hereunto put his name and seal, this day and year first above written.  
 Jno. Haudey

The State of Mississippi }  
 Madison County } Personally appeared before me, the undersigned  
 within named John Haudey who acknowledged that he signed, sealed and delivered the foregoing Deed of Conveyance, on the day and year therein mentioned, as his act and deed.

Given under my hand and seal, this 21<sup>st</sup> day of August 1847.  
 O. P. Jeffrey Clerk  
 By O. W. Litchfield D.C.




Kate V. Childress and } Filed for Record August 22<sup>nd</sup> AD 1877 at 8 a.m.  
 John R. Childress } Recorded August 27<sup>th</sup> AD 1877  
 To: Deed  
 R. H. Hoffman }

This Indenture made and entered into this 11<sup>th</sup> day of August AD 1877 by and between Kate V. Childress the wife of John R. Childress and John R. Childress her husband, party of the first part and Robt. H. Hoffman party of the second part, all of the County of Madison and State of Mississippi. Witnesseth, that the party of the first part, for and in consideration of the sum of Twenty five dollars (\$25) to them in hand paid by the party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain sell convey and confirm to the said party of the second part, his heirs and assigns forever, a certain lot or parcel of ground situate, lying and being in the City of Canton County and State aforesaid, bounded and described as follows to-wit: beginning at the South West corner of the lot now owned and occupied by David Chambers (J.W.C.) between Academy & Demmes Streets, thence running east along the South of said Chambers lot, two hundred feet (200ft) to a hedge thence South two hundred and seven feet (207 ft.) to a stake, thence West two hundred feet (200ft) to the lot of A. M. Gurley, thence north two hundred and seven feet (207 ft) to the beginning, excepting fifteen feet (15 ft) along the east line of said lot, which portion is hereby reserved for a street or alley. To have and to hold said lot or parcel of ground together with the hereditaments, privileges and appurtenances thereto belonging to him 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, covenant to warrant and defend the title to the premises aforesaid with its appurtenances to the said party of the second part his heirs &c. from and against the claim or claims of any and all persons whomsoever.

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

Kate V. Childress   
 John R. Childress 

State of Mississippi }  
 Madison County } Personally appeared before me, S. D. Jeffrey, Clerk of  
 the Chancery Court of said County, the within named  
 John R. Childress and Kate V. Childress his wife, who severally acknowledged that they signed, sealed and delivered the foregoing and annexed Deed as their own act and deed. And the said Kate V. Childress upon a private examination by me made, separate and apart from her said husband acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband.

 Given under my hand and seal of said Court, this 22<sup>nd</sup> day of August AD 1877.

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

R. H. Hoffman } Filed for Record August 22<sup>nd</sup> AD 1877 at 8 a.m.  
 To } Agreement. } Recorded August 24<sup>th</sup> AD 1877  
 Kate V. Childress }

Memorandum of Agreement made and entered into this 11<sup>th</sup> day of July AD 1877, by and between R. H. Hoffman and Kate V. Childress, the wife of John R. Childress all of the City of Canton County of Madison & State of Mississippi. Witnesseth, that the said Kate V. Childress hath this day rented from the said R. H. Hoffman a certain House & Lot in the said City of Canton, being the same purchased by said Hoffman from Wm. H. & Annie C. Rose on 23<sup>rd</sup> day of July 1874, and described in a deed of conveyance recorded in the office of the Chancery Clerk for the County of Madison, State of Mississippi in Book "L L" on page 493, on the following terms and conditions viz: The said Kate V. Childress is to pay to the said R. H. Hoffman or to his assigns, a monthly rent of twelve dollars and fifty cents for the first six months, from the date hereof, and after that time to wit: beginning on the 11<sup>th</sup> day of January 1878, she is to pay a monthly rent of twenty five dollars for the next twenty four months, ending on the 11<sup>th</sup> day of January 1880, the said rents to be paid regularly & promptly on the 11<sup>th</sup> day of each & every month for the period named, upon the fulfillment of these payments, as stated, the said R. H. Hoffman agrees & binds himself, his heirs &c. to make & execute to the said Kate V. Childress a deed of conveyance to the said House & Lot, but should the said Kate V. Childress at any time fail or refuse to pay the monthly rents as herein provided, until said failure amounts to the sum of twenty five dollars, then this obligation so far as it affects Hoffman in the execution of a deed of conveyance is to be void, and all the rents paid, and all the improvements made on the property are to be Hoffmans without any reservation, and the said Kate V. Childress agrees that in the event of such default, to pay, amounting to twenty five dollars, she will on demand of said Hoffman, surrender the property without further delay. It is further agreed that the said Kate V. Childress shall not sub-let or otherwise convey the possession of the said property during the time herein specified nor until the whole amount of designated rent is paid, without the written consent of the said Hoffman.

Witness our hands & seals the day and year first above written  
 R. H. Hoffman  
 Kate V. Childress

State of Mississippi }  
 Madison County } Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named R. H. Hoffman and Kate V. Childress who acknowledged that they signed, sealed and delivered the foregoing agreement on the day and year mentioned as their act and deed.

Given under my hand and Official seal, at office, in Canton this 22<sup>nd</sup> day of August AD 1877.

*[Signature]*

O. C. Jeffrey Clerk  
 By C. H. Custer D.C.

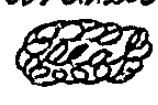
J. R. Blymer  
 Trustee of Trust  
 David Stadeker Trustee  
 To secure  
 J. Stadeker & Son

Filed for Record August 22<sup>nd</sup> AD 1847 at 12.30 PM  
 Recorded August 24<sup>th</sup> AD 1847

This Indenture, made and entered into this 22<sup>nd</sup> day of August AD 1847, by and between J. R. Blymer party of the first part, and David Stadeker party of the second part and J. Stadeker & Son parties of the third part. Witnesseth, that said party of the first part, is now indebted to the parties of the third part, in the sum of Eleven hundred & Seventy Nine  $\frac{20}{100}$  Dollars evidenced by his c/o to date folio 257 Ledger, and that whereas, the said parties of the third part have undertaken and promised, to supply the said party of the first part, money, goods, wares and merchandise during the year 1847, to the amount of One Hundred & fifty Dollars from this date until the 1<sup>st</sup> day of October AD 1847, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel and that whereas, the said party of the first part, is desirous of securing to the said parties of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of October AD 1847. Now therefore in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part to the said party of the first part. (the receipt whereof is hereby acknowledged) the said party of the first part have granted, bargained and sold, and by these presents do grant, bargain sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described Real and Personal Estate lying and being in the County of Madison in the State of Mississippi to wit:  $26\frac{1}{4}$  lying N of Hedge and  $2\frac{1}{2}$  less 13 acres off the N. end lying N of road off  $20\frac{1}{4}$  lying E of Hedge containing 197 acres more or less Dec 15. 18. R. 1 Each, one grey mule Due, one grey mule Scott, one or wagon one yoke of Oxen and all the crops of Cotton, Corn, fodder &c. that may be raised by the said J. R. Blymer or those in his employ during the years 1847, 1848, or any subsequent year until this indebtedness is fully paid. To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever in trust, nevertheless, upon these terms and conditions that is to say, that the said party of the first part, shall have in Canton, Mississippi: by the 1<sup>st</sup> day of October AD 1847, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be shipped to J. Stadeker & Son Cotton Factor in Canton, for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part, and in case said indebtedness is not paid at maturity, then the said J. R. Blymer is to pay said J. Stadeker & Son 2 $\frac{1}{2}$  per cent of the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the allegations therein. If the said party of the first part, shall fail or refuse to pay to said parties of the third part, and their assigns the amount of said indebtedness goods wares and merchandise on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the




successor of him, may and shall enter into and take possession of said Real and Personal Estate and sell the same or so much thereof as may be necessary, before the door of the Court House, in the City of Canton at public auction, to the highest bidder for cash, after giving 10 days notice, of the time and place of said sale by advertising in some newspaper published in said County; or by posting advertisements thereof in one or more convenient public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said parties of the third part and their assigns the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part, and his assigns, and if the said party of the first part, shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part, shall enter satisfaction of this Deed, upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of Trustee as aforesaid then and in that case the said parties of the third part or their assigns shall, in writing appoint another trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said David Staderker trustee aforesaid.

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

State of Mississippi } ss.  
 Madison County }

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

 Given under my hand and official seal, at office this 22<sup>nd</sup> day of August AD 1877.  
 C. S. Jeffrey Clerk

D. W. Haly } Filed for Record August 23<sup>rd</sup> AD 1877 at 12.30 P.M.  
 D. W. Haly } Recorded August 28<sup>th</sup> AD 1877.  
 D. M. Lawhorn }

This Indenture made and entered into this 23<sup>rd</sup> day of August 1877, by and between D. W. Haly of the 1<sup>st</sup> part, and D. M. Lawhorn of the 2<sup>nd</sup> part, all of the County of Madison & State of Miss. Witnesseth that for & in consideration of the sum of One Hundred and Sixty Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, the said party of 1<sup>st</sup> part has this day for-

gained, sold, aliend and conveyed & done by these presents, bargain  
sell aliow & convey unto the said party of 2<sup>nd</sup> part, his undivided  
interest in & to the following described land situated in said County  
& State & described as follows, viz:  $0\frac{1}{2}$   $0\frac{1}{2}$  &  $0\frac{1}{2}$   $11\frac{1}{2}$   $08\frac{1}{4}$   $035$   
 $18$   $R$   $2$   $East$  &  $0\frac{1}{2}$   $07\frac{1}{4}$   $032$   $18$   $R$   $3$   $East$  &  $11\frac{1}{2}$   $11\frac{1}{4}$  Sect  
 $36$   $18$   $R$   $2$   $East$ . To have & to hold with the improvements thereunto  
belonging, unto the said party of the second part, her heirs & assigns  
forever. And the said party of 1<sup>st</sup> part, hereby covenants with the  
party of 2<sup>nd</sup> part, that he will warrant and forever defend the title  
of the above described land against the claims of all persons what-  
soever.

In testimony whereof the said D. W. Haley has hereunto set  
his hand and affixed his seal the day & year 1<sup>st</sup> above  
written.

D. W. Haley 

State of Mississippi

Madison County

Personally appeared before the undersigned  
Clerk of the Chancery Court of said County,  
the within named D. W. Haley who acknowledged that he signed  
sealed and delivered the foregoing Deed in the day and year men-  
tioned as his act and deed.



Given under my hand and official seal, at office, in  
Canton this 28<sup>th</sup> day of August AD 1877.

E. O. Jeffrey Clerk

State of Mississippi

Deed  
J. A. Lorb

Filed for Record August 24<sup>th</sup> AD 1877 at 9 am.  
Recorded August 28<sup>th</sup> AD 1877.

The State of Mississippi

This Indenture, made and entered into this the 3<sup>rd</sup> day of August  
AD 1877, between the State of Mississippi, of the first part, and J. A.  
Lorb of the second part. Witnesseth: That whereas there was sold on  
the 31<sup>st</sup> day of January AD 1876, to the State of Mississippi, for taxes  
due the State, the following tract of land, to-wit:

Division of Section	Section	Township	Range	Acres
$4\frac{1}{4}$ acres out of $11\frac{1}{2}$ $07\frac{1}{4}$	8	17	26	$4\frac{1}{4}$

Situated in Madison County, containing Four and  $\frac{3}{4}$  Acres more or less.  
And whereas, The said party of the second part, desires to purchase said  
tract of land under the provisions of an Act of the Legislature, entitled  
an act in relation to Public Revenue, and for other purposes, approved  
April 15<sup>th</sup> 1876, and has this day applied to purchase the said land and  
paid the sum of Three Dollars and Sixty one cents. Now in consid-  
eration of the premises, and the amount paid to the State of Mississip-  
pi, in accordance with the Statutes of the State, the State of Mississ-  
ippi has this day bargained, sold and conveyed, and by these presents does  
bargain, sell and convey unto the said party of the second part, his heirs  
and assigns forever, the aforesaid tract of land as above described, to  
have and to hold the same to said party of the second part, his heirs

and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the Statute in such cases made and provided and not otherwise.

In testimony whereof These presents are signed, sealed and delivered in the name of the State of Mississippi by W. H. Gibbs Auditor of Public Accounts, who has hereto subscribed his name and affixed his seal of office, this the 3<sup>rd</sup> day of August AD 1877 at the City of Jackson.

Read

W. H. Gibbs Auditor of Public Accounts.

The State of Mississippi }  
Hinds County }

Personally appeared before the undersigned N. H. Gibbs Auditor etc. who acknowledged that he signed, sealed and delivered the above Deed as Auditor of Public Accounts for the purpose therein set forth.

Given under my hand and seal of office, this the 3<sup>rd</sup> day of August AD 1877.

Read

John M. Gill Mayor of Jackson and Ex officio Justice of the Peace

Lucinda Jenkins }  
Do's Deed of Trust }  
O. S. Jeffrey Trustee }  
To secure }  
Phillip Bartley }

Filed for Record August 28<sup>th</sup> AD 1877 at 9 a.m.  
Recorded August 28<sup>th</sup> AD 1877.


This Indenture made and entered into this 26<sup>th</sup> day of July AD 1877, by and between Lucinda Jenkins party of the first part and O. S. Jeffrey party of the second part, and Phillip Bartley party of the third part. Witness: That said party of the first part, is indebted to the party of the third part, in the sum of One Hundred three <sup>00</sup>/<sub>100</sub> Dollars, evidenced by a note bearing even date with these presents for said sum of One Hundred & three <sup>00</sup>/<sub>100</sub> Dollars, with interest thereon at the rate of ten per cent per annum, and that whereas, the said party of the first part, is desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof on or before the first day of January AD 1878. Now, Therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand, paid by the said party of the second part, to the said party of the first part the receipt whereof is hereby acknowledged, the said party of the first part, have granted, bargained and sold, and by these presents do grant, bargain sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns the following described Real Estate, lying and being in the County of Madison in the State of Mississippi to wit: Lot numbered four according to a survey made by Samuel Haubler for Mrs. M. B. Lawson fronting on North Street One hundred feet, thence North three hundred and eighty five feet, thence West One hundred feet, thence South three hundred and eighty five feet to the beginning on North Street in the City of Canton, County of Madison, in the State of Miss-

+



acres containing by estimation one acre more or less. To have and to hold the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever in trust, nevertheless, upon these terms and conditions, that is to say, If the said party of the first part shall fail or refuse to pay to said party of the third part and his assigns the amount of said indebtedness, nor before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said Real Estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House, in the City of Canton at public auction to the highest bidder for cash, after giving 10 days notice of the time and place of said sale by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, and convey the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale the said party of the second part, or the successor of him may and shall first pay the cost and charges of this Deed and of said sale, and then pay to the said party of the third part and his assigns, the amount of said indebtedness and all interest due thereon, and if there then shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party of the first part, and his assigns, and if the said party of the first part shall well and truly pay the amount of said indebtedness and all interest due thereon, and the cost and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assigns shall, in writing appoint another Trustee in his place whose acts and doings in the premises shall be as binding as if done by the said S. O. Jeffrey Trustee aforesaid.

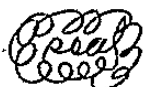
In testimony whereof, the said party of the first part hereunto sets her hand and seal on the day and year first above written.

Lucinda Jenkins 

State of Ohio }  
Franklin County }

Personally appeared before the undersigned Clerk of the Court of Common Pleas, of the said County, the within named Lucinda Jenkins who acknowledged that she signed, sealed and delivered the foregoing Deed on the day and year therein mentioned as her act and deed.

Given under my hand and Official seal, at office, this 24<sup>th</sup> day of August AD 1877.



James S. Abbott Clerk  
Franklin Common Pleas Court

State of Mississippi } Filed for Record August 28<sup>th</sup> AD 1877. at 2 P.M.  
 Do } Deed Recorded August 28<sup>th</sup> AD 1877.  
 Mrs M. B. Allison }

The State of Mississippi  
 This Indenture. Made and entered into this the 15<sup>th</sup> day of March AD 1877. between the State of Mississippi. of the first part, and Mrs M. B. Allison of the second part. Witnesseth: That whereas, there was sold on the 3<sup>rd</sup> day of January AD 1876. to the State of Mississippi for taxes due the State, the following tract of land, to wit:

Division of Section	Section	Range	Acres
N <sup>1</sup> / <sub>2</sub> of N <sup>1</sup> / <sub>4</sub> and N <sup>1</sup> / <sub>2</sub> S <sup>1</sup> / <sub>4</sub>	30	11	160

Situated in Madison County, containing One hundred and Sixty acres, more or less. And whereas, the said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature, entitled an Act in relation to Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876, and has this applied to purchase the said land, and paid the sum of Five Dollars and thirty cents. Now in Consideration of the premises, and the amount paid to the State of Mississippi, in accordance with the Statutes of the State, the State of Mississippi has this day bargained, sold and conveyed, and by these presents, does bargain, sell and convey unto the said party of the second part, her heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold the same to said party of the second part, her heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the Statute in such cases made and provided, and not otherwise.

In testimony whereof, these presents are signed sealed and delivered in the name of the State of Mississippi by W. H. Gibbs Auditor of Public Accounts who has hereunto subscribed his name and affixed his seal of office, this the 15<sup>th</sup> day of March AD 1877. at the City of Jackson.

W. H. Gibbs Auditor of Public Accounts.

The State of Mississippi }  
 Bonds County }

Personally appeared before the undersigned W. H. Gibbs Auditor etc. who acknowledged that he signed sealed and delivered the above Deed as Auditor of Public Accounts for the purpose therein set forth.

Given under my hand and seal of office this the 15<sup>th</sup> day of March AD 1877.

John McGill  
 Mayor of Jackson and  
 Ex officio Justice of the Peace

Sarah P. Donagan } Filed for Record August 28<sup>th</sup> AD 1877 at 6 P. M.  
 Do } Deed } Recorded August 30<sup>th</sup> AD 1877  
 A. H. Cotton }

This Indenture made and entered into this the 3<sup>rd</sup> day of August AD 1877, by and between Sarah P. Donagan of the first part and Albert H. Cotton of the second part. Witnesseth: that the said party of the first part for and in consideration of the sum of Twenty five Hundred (2500<sup>00</sup>) Dollars to her in hand paid by the said party of the second part, the receipt whereof is acknowledged, has granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell and convey to party of the second part his heirs and assigns, that certain tract or parcel of land situated in the County of Madison and State of Mississippi. Known and described as follows: the South West Quarter Section one, Township Ten, Range Four East. The South half East half, South East quarter Section Two, Township Ten Range Four East, containing in all Two hundred acres more or less, together with appurtenances to said premises belonging, and all estate, title and interest, both at law and in equity of the party of the first in the same, to have and to hold the said granted premises with the appurtenances unto the party of the second part his heirs and assigns forever in fee simple, and the said party of the first part for her heirs, executors and administrators, do hereby covenant and agree with the said party of the second part his heirs and assigns that the said party of the first part, shall forever warrant and defend the title to the said premises unto the party of the second part, his heirs and assigns against the claim of all persons claiming the same or any part thereof.

In Witness whereof, the said party of the first part has hereunto set her hand and Seal the day and date above written.

Sarah P. Donagan

The State of Mississippi }  
 Madison County }

Personally appeared before the undersigned Justice of the Peace of said County, the within named Sarah P. Donagan who acknowledged that she signed sealed and delivered the foregoing and annexed Deed, as her own act and deed on the day and year therein named.

Given under my hand and seal, this the 3<sup>rd</sup> day of Aug. AD 1877.  
 Daniel Milton J. P.

Iddo Ballow et al } Filed for Record August 30<sup>th</sup> AD 1877 at 9 am  
 Do } Deed } Recorded August 30<sup>th</sup> AD 1877  
 A. H. Coleman et al }

Know all men by these presents that Iddo Ballow, Lawson Ballow of the County of Bolivar, State of Mississippi for and in consideration of the sum of Seven hundred and fifty Seven <sup>33</sup>/<sub>100</sub> Dollars (\$757<sup>33</sup>/<sub>100</sub>) Cash in hand paid by A. H. Coleman and W. W. Yarden their heirs and assigns the following described real estate situated in the County of Madison, State of Mississippi, and described as follows to-wit: N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec 35 and S<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec 34, T<sup>9</sup> R 2 East, 160 acres, also 20 acres



off of N.E. corner of N 1/2 of S E 1/4 Sec. 3. T 8. R 2 East. To have and to hold the above described lands free from the right title and claim of any and all persons claiming through us.

Witness our hands and seals this 28<sup>th</sup> day of June AD 1877.

J. Ballow  
L. Ballow

State of Mississippi }  
Bolivar County } Personally appeared before me an Acting Justice of the Peace in and for said County and State J. Ballow, Lawson Ballow to me personally known who severally acknowledged that they signed, sealed and delivered the above and foregoing deed as their act and deed on the day of the date thereof, and for the purposes therein expressed.

Witness my hand and seal this 28<sup>th</sup> day of June AD 1877.

R. W. Wyatt, J. P.  
Justice of the Peace  
for Bolivar Co.

A. H. Coleman } Filed for Record August 30<sup>th</sup> AD 1877 at 9 a.m.  
Do Quit Claim Deed } Recorded August 30<sup>th</sup> AD 1877  
H. W. Yirden }

Know all men by these presents that for and in consideration of the sum of Two Hundred and fifty Dollars in hand this day paid me by H. W. Yirden in cash the receipt of which is hereby acknowledged. I hereby release, relinquish and forever quit claim unto the said H. W. Yirden, his heirs and assigns the following described Real Estate lying being and situated in the County of Madison State of Mississippi, and more particularly described as follows to wit: N 1/2 NW 1/4 Sec 35. and S 1/2 NE 1/4 Sec 34. T 9. R 2 East. 160 acres also 20 acres off of N.E. Corner of N 1/2 of S E 1/4 Sec 3. T 8. R 2 East. To have and to hold the above described lands free from the right title and claim of any and all persons claiming through me

Given under my hand and seal this July 15<sup>th</sup> 1877.

A. H. Coleman

State of Mississippi }  
Madison County } Personally appeared before me C. D. Jeffrey Clerk of the Chancery Court of said County and State A. H. Coleman who acknowledged that he signed, sealed and delivered the above and foregoing Deed as his act and deed on the day of the date thereof for the purposes therein expressed.

Witness my hand and seal of office this 23<sup>rd</sup> day of July AD 1877.

C. D. Jeffrey Clerk  
By C. H. Luttwiler D.C.

H. W. Yirden } Filed for Records August 30<sup>th</sup> AD 1877 at 9 a.m.  
Do Quit Claim Deed } Recorded August 30<sup>th</sup> AD 1877  
George Harry }

Know all men by these presents that for and in consideration of the sum of One hundred and thirty Seven Two Dollars Cash in hand this day paid me by George Harry, the receipt of which

is hereby acknowledged. I have this day and by these presents released relinquished and forever quitclaimed and do hereby release, relinquish and forever quit claim unto the said George Harbey, his heirs and assigns an undivided one half interest in the following lands lying being and situated in the County of Madison State of Mississippi and more particularly described as follows to wit: N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec 35, and E<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec 34 T<sup>1</sup>/<sub>9</sub> R<sup>2</sup> East. 160 acres also 20 acres off of N<sup>1</sup>/<sub>2</sub> Corner of N<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>4</sub> Sec 3. T<sup>1</sup>/<sub>8</sub> R<sup>2</sup> East. To have and to hold the above described lands free from the right title and claim of any and all persons claiming through me,  
 Given under my hand and seal this 30 day Aug 1847.  
 W. W. Yirden

State of Mississippi }  
 Madison County } Personally appeared before me O. S. Jeffrey  
 Clerk of the Chancery Court in and for said  
 County and State W. W. Yirden who acknowledged that he signed  
 sealed and delivered the above and foregoing deed as his act and  
 deed on the day of the date thereof and for the purposes there-  
 in expressed.  
 Given under my hand and seal of said Court this 30<sup>th</sup>  
 day of August AD 1847.  
 O. S. Jeffrey Clerk

George Harbey } Filed for Record August 30<sup>th</sup> AD 1847 at 9 am.  
 Quit claim Deed } Recorded August 30<sup>th</sup> AD 1847.  
 W. W. Yirden }  
 Know all men by these presents that for and in consid-  
 eration of the sum of One hundred and thirty seven <sup>50</sup>/<sub>100</sub> Dollars cash  
 in hand this day paid me by W. W. Yirden the receipt of which is  
 hereby acknowledged. I have released, relinquished and forever quit claimed  
 unto the said W. W. Yirden his heirs and assigns an undivided one half  
 interest in the following described lands lying being and situated in the  
 County of Madison State of Mississippi and more particularly described as  
 follows: to wit: N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec 35, and E<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec 34. T<sup>1</sup>/<sub>9</sub> R<sup>2</sup> East.  
 160 acres, also 20 acres off of N<sup>1</sup>/<sub>2</sub> Corner of N<sup>1</sup>/<sub>2</sub> of S<sup>1</sup>/<sub>4</sub> Sec 3. T<sup>1</sup>/<sub>8</sub> R<sup>2</sup>  
 East. To have and to hold the above described lands free from the right  
 title and claim of any and all persons claiming through me.  
 Given under my hand and seal this 30<sup>th</sup> day of August AD 1847  
 George Harbey

State of Mississippi }  
 Madison County } Personally appeared before me O. S. Jeffrey Clerk of the  
 Chancery Court of said County and State George Harbey who acknowledged  
 that he signed sealed and delivered the above and foregoing deed as his act  
 and deed on the day of the date thereof and for the purposes there-  
 in expressed.  
 Given under my hand and seal of said Court this 30<sup>th</sup> day  
 of August AD 1847.  
 O. S. Jeffrey Clerk

J. R. Chambers et al } Filed for Record September 5<sup>th</sup> AD 1877 at 10 am.  
Do's Deed } Recorded September 5<sup>th</sup> AD 1877  
W. G. Sandmeyer }

Know all men by these presents that we the undersigned for the consideration and upon the condition hereinafter stated have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto William G. Sandmeyer and to his heirs and assigns all right, title, claim and interest that we or either of us have, hold or are entitled to, in and to the following described lands, situate, lying and being in the County of Madison, State of Mississippi to-wit: One Hundred and Fifty acres in the North half of Section 36, and the South half of Section 25 Township 12 Range 5 East more particularly described as follows, beginning at the South west corner of the North half of said Section 36, running thence East 3 1/2 Chains thence North 27 degrees East 21 Chains thence East 6 Chains thence North 25 degrees East 68 Chains thence West 28 Chains thence 40 Chains thence West 20 Chains thence South to the beginning point, being the same tract or parcel of land pertaining to an on which is located the dwelling house known as the "Rectory" of St. Phillips Church, at Kirkwood in said County, to have and to hold the above described land unto him the said William G. Sandmeyer his heirs and assigns forever, free from and against us our heirs and assigns. The above conveyance is made for and in consideration of Three Hundred and Fifty Dollars to be paid by said William G. Sandmeyer to the rectory of St. Phillips Church at Kirkwood Madison County, Mississippi, for the use and benefit of said Church of which sum One Hundred Dollars is to be paid upon the delivery of this deed, and the remainder of Two Hundred and Fifty Dollars to be paid at the death of Rev. Willard Presbury, Rector of said St. Phillips Church. But this conveyance is made with the understanding and upon the condition that said Willard Presbury and his family during his natural life shall have and retain the right to the possession free of rent of the said dwelling house and outhouses and the use and control of the garden pertaining to said premises and timber growing on said land for fire wood and the pasturage pertaining to said land, and shall have the right to exercise all other rights and privileges touching the use and occupancy of said dwelling house and premises as heretofore enjoyed by them.

Witness our hands and seals the 1 day of June 1877.

E. M. Anderson  
Jimmie Anderson  
Robert Anderson  
J. R. Chambers  
J. M. W. Chambers  
D. M. Hummingway

The State of Mississippi }  
Leake County }

Personally appeared before me the undersigned an Acting Justice of the Peace in and for said County E. M. Anderson Acting by Power of Attorney for



D. No. Anderson Jennie Anderson & Robert Anderson. J. R. Chaubree & Ida McMillie Chaubree. who acknowledged that he signed, sealed and delivered the foregoing Deed as his act and deed as said Attorney on the day and year therein mentioned and for the purposes therein specified.

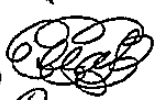
Witness my hand and seal this June 1<sup>st</sup> 1877

Frank B. Taylor J. P. 

State of Mississippi

Attala County } Personally appeared before me, the undersigned a Mayor and Ex. O. Justice of the Peace in and for said County the within named D. M. Herring who acknowledged that he signed, sealed and delivered the foregoing Deed of Conveyance on the day and year therein mentioned as his act and deed.

Given under my hand and seal this 4<sup>th</sup> day of August 1877.

H. L. Dickson   
Mayor + Ex. J. P.

Peter Slade  
Doy Warranty Deed  
W. H. Powell

Filed for Records September 7<sup>th</sup> A.D. 1877 at 2.30 P.M.  
Recorded September 8<sup>th</sup> A.D. 1877

This Indenture executed this 7<sup>th</sup> day of September 1877. by & between Peter Slade party of first part. and W. H. Powell party of second part. all of Madison County. & State of Mississippi. Witnesses: That said party of first part. for & in consideration of the sum of Three Thousand Dollars to him in hand paid by the said W. H. Powell at or before the sealing & delivery of these presents. the receipt of which is hereby acknowledged. has granted, bargained & sold and by these presents does grant bargain sell alien and convey unto the said W. H. Powell and to his heirs & assigns forever all that certain piece or parcel of land lying & being in said County & State and described as follows to wit:  $N\frac{1}{2}$  lying off Livingston & Brownsville Road. &  $S\frac{1}{2}$  Sect. 7. containing 444 acres  $NW\frac{1}{4}$  less 16 acres off N end  $E\frac{1}{2}$  &  $S\frac{1}{2}$   $NW\frac{1}{4}$  and  $SE\frac{1}{4}$  lying off Livingston & west of Livingston & Calhoun Roads Sec 8 containing 246 acres  $E\frac{1}{2}$   $NE\frac{1}{4}$  less 18 acres off N & Corner &  $N\frac{1}{2}$   $NE\frac{1}{4}$  & 46 acres off North end  $N\frac{1}{2}$   $NW\frac{1}{4}$  & 40 acres off N end of  $E\frac{1}{2}$   $NW\frac{1}{4}$  &  $N\frac{1}{2}$   $SE\frac{1}{4}$  Sect 17 containing 308 acres  $E\frac{1}{2}$   $NE\frac{1}{4}$  Sec. 18. containing 80 acres all in T 8. R. 1 East and more particularly described as follows to wit: Six Hundred & Forty Five  $\frac{28}{100}$  acres (645  $\frac{28}{100}$ ) except one hundred & Ninety six acres sold to Thos. Kidwell off the N end in Dec 7. and  $E\frac{1}{2}$  of  $NE\frac{1}{4}$  of Dec 18. and 4.6 acres off the N end of  $N\frac{1}{2}$  of  $NW\frac{1}{4}$  Sec 17. the N end of  $E\frac{1}{2}$  of  $NW\frac{1}{4}$  of Sect 17 containing (40  $\frac{24}{100}$ ) Forty  $\frac{24}{100}$  acres the  $N\frac{1}{2}$  of  $SE\frac{1}{4}$  Sect 17. the  $N\frac{1}{2}$  of  $NE\frac{1}{4}$  Sect 17. the  $E\frac{1}{2}$  of  $NE\frac{1}{4}$  Sect 17. except fifteen  $\frac{15}{100}$  acres sold to Thos. Preston off the N & Corner and bounded by the Jackson Road and three lots of land surveyed & plotted by D. Chaubree Dec 17<sup>th</sup> 1850. situated west of the Jackson Road & south of town of Livingston and bounded as follows to wit: Beginning at a stake represented by a hand North 25.00 links to a stake near a Blacksmith shop on the Road to Clinton thence N  $50^\circ$  E 400 links S  $50^\circ$  E 480 links thence N  $45^\circ$  E 925 links to the Jackson Road S  $43^\circ$  E with said

Road 1200 links S 15° E 2250 links to the intersection of the line between Sections 8 and 17, thence west 2750 links to the beginning in Sec 8. Containing 66<sup>7</sup>/<sub>100</sub> acres. except 10 acres sold to W. B. Crowell and also all that parcel of land situated west of the Clinton Road. and the town of Livingston described in the survey & plot of S. Haublen made the 17 day of Dec. 1850 east with the courses & distances as follows. Beginning at a stake marked by a hand thence N 2500 links, thence west 150 links N 25° W 1600 links N 38° E 520 links N 61° W 1850 links N 13° 700 links thence N 1930 links to the section line between Sect 7 and 8. West 2050 links S 5750 links 4000 links to the beginning in Sec 8 Containing 197<sup>36</sup>/<sub>100</sub> acres 12 acres sold to O. L. Dykes. all the foregoing described lands being in the County of Madison & State of Mississippi, Township 8. Range 1 East. in all 1085 acres. to have & to hold the same, together with all & singular the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining, unto the said W. H. Powell his heirs & assigns forever, and the said Peter Blade for himself, heirs & legal representatives the said premises in the quiet & peaceable possession of the said W. H. Powell his heirs & assigns, against the said Peter Blade his heirs & legal representatives & against all & every person whomsoever lawfully claiming or to claim the same, shall & will warrant & by these presents forever defend.

Witness my hand & seal this 7<sup>th</sup> day of September 1844.

Peter Blade

State of Mississippi

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

Given under my hand and official Seal, at office  
in Canton, this 7<sup>th</sup> day of September A.D. 1844

A. Jeffrey Clerk

R. B. Smith

vs. Quit Claim Deeds

W. H. Powell

Filed for Record September 14<sup>th</sup> A.D. 1844 at 3 P.M.  
Recorded September 8<sup>th</sup> A.D. 1844.

Know all men by these presents that I, R. B. Smith of Madison County & State of Mississippi, in consideration of the sum of One Dollar to me in hand paid by W. H. Powell of said County & State, the receipt whereof is hereby acknowledged, has bargained sold & quit claimed, and by these presents does grant, bargain, sell remise, release & quit claim unto the said W. H. Powell and to his heirs & assigns forever, all my right, title interest, estate, claim & demand, both at law & in equity, and as well in possession as in expectancy of in and to all that certain piece of land situate in said County & State and described as follows to wit: Six hundred & forty five <sup>28</sup>/<sub>100</sub> acres (645<sup>28</sup>/<sub>100</sub>) except one hundred & ninety six acres sold to Thos. Rudwell off the N end in Dec 7, and 1/2 of 1/4 of Dec 18 (eighteen) and 46 acres off the N end of 1/2

of  $N\frac{1}{2}$  Sec 17, the West of  $E\frac{1}{2}$  of  $N\frac{1}{2}$  of Sec 17, containing forty  
 $94\frac{1}{100}$  acres ( $40\frac{94}{100}$ ) the  $N\frac{1}{2}$  of  $E\frac{1}{2}$  of Sec 17, the  $N\frac{1}{2}$  of  $N\frac{1}{2}$  of  
 Sect 17, the  $E\frac{1}{2}$  of  $N\frac{1}{2}$  of Sect 17, except. Fifteen  $1\frac{1}{100}$  acres sold  
 Thos. Preston off the N.E. Corner & bounded by the Jackson Road, and  
 three lots of land surveyed & plotted by D. Hamblen Dec. 17<sup>th</sup> 1850,  
 situated west of Jackson Road & South of town of Livingston and  
 bounded as follows. Beginning at a Stake represented by a hand to  
 2500 links to a Stake near a Blacksmiths shop on the Road to Clun-  
 ton, thence  $N50^\circ E$  400 links South  $50^\circ E$  480 links thence  $N45^\circ E$   
 925 links to the Jackson Road  $E43^\circ$  East with said Road 1200 links  
 $S15^\circ E$  2250 links to the intersections of the line between Sec. 8 & 17,  
 thence  $N$  2750 links to the beginning in Sect Eight containing  $66\frac{7}{100}$   
 acres, except 10 acres sold to N.B. Crowell, and also all that parcel of  
 land situated west of the Clinton Road & the town of Livingston des-  
 cribed in the survey & plat of D. Hamblen made the 17<sup>th</sup> Dec 1850  
 east with the courses & distances as follows. Beginning at a Stake  
 marked by a hand thence  $N$  2500 links, thence West 150 links  $N25^\circ$   
 West 1600 links  $N38^\circ E$  523 links  $N61^\circ$  West 1850 links  $N13^\circ$  700  
 links thence West 1930 links to the Sect. line between Sec's 7 and 8  
 $N2050$  links  $S5450$  links 4000 links to the beginning in Sect 8 con-  
 taining  $197\frac{3}{16}$  acres 12 acres sold to O.L. Dewied all the foregoing lands  
 described being in Township Eight Range One East, in Madison County  
 & State Mississippi in all 1085 acres with all & singular the im-  
 provements, hereditaments & appurtenances therunto belonging or in any  
 wise appertaining.

In Witness whereof, I have hereunto set my hand & seal on  
 the 17<sup>th</sup> day of September & year 1877.

R. B. Smith

State of Mississippi ) ss.

Madison County ) Personally appeared before the undersigned Clerk  
 of the Chancery Court of said County, the within-  
 named R. B. Smith who acknowledged that he signed sealed and de-  
 livered the foregoing Deed on the day and year mentioned as his act  
 and deed.

Given under my hand and official Seal at office, in Canton  
 this 17<sup>th</sup> day of September AD 1877.

O. S. Jeffrey Clerk  
 By O. B. Luttweiler DC

B. J. Dennis Trustee  
 of  
 Mrs. O. M. Hunnicutt

Filed for Record September 8<sup>th</sup> AD 1877 at 10.15 am  
 Recorded September 8<sup>th</sup> AD 1877

This Indenture executed and delivered this 13<sup>th</sup>  
 day of August 1877, by and between B. J. Dennis Trustee and Mrs. O. M.  
 Hunnicutt, Witnesses, That whereas N. B. Cassell made and delivered  
 to Mary S. Cooper his certain promissory note of date July 15<sup>th</sup> 1872, whereby  
 he promised twelve months after date to pay to the said Mary S. Cooper the  
 sum of ten hundred and thirty five Dollars for value received, and whereas  
 to secure the prompt payment of said note at maturity, he executed and de-  
 livered to Benedict J. Dennis Trustee, his certain Deed in Trust on the property  
 hereinafter described, which said Deed in Trust provided that if the said



Mrs. H. Cassell shall well and truly pay to the said Mary O. Cooper  
 the said sum of Ten Hundred and thirty five dollars when the  
 same shall become due, then the said Deed in Trust shall be null  
 and void, but if the said Cassell shall fail or neglect to pay  
 the same at maturity then the said Benedict J. Sumner is hereby  
 expressly authorized and empowered to sell said property therein des-  
 cribed to the highest bidder for cash before the door of the Court  
 House in Canton, at public outcry after giving thirty days no-  
 tice by posting written or printed notices at one or more public  
 places in the City of Canton for the space of thirty days prior  
 to the day of Sale. And whereas the said Mrs. H. Cassell to-  
 tally failed to pay said Ten Hundred and thirty five dollars  
 or any part thereof at maturity or since, and whereas the said Bene-  
 dict J. Sumner Trustee as aforesaid, after giving thirty days notice  
 as required by the said Deed in Trust, by posting a public notice  
 before the door of the Court House in Canton, thirty days prior  
 to the day of Sale, did sell for cash, at public outcry, the following  
 property, conveyed to him by the said Mrs. H. Cassell, to secure  
 the said Mary O. Cooper as aforesaid, to-wit: that portion of Sec-  
 tion 19, T. 9, R. 3 East, and described as lot 8, in the plan of lots  
 laid out by Kellis Walton, and known as Walton's Addition, Contain-  
 ing Seventeen acres and a fraction, except five acres off of the  
 West end of said lot, and except further 200 feet off of the West  
 end of said lot, so left after reserving therefrom said above mention-  
 ed five acres, located in the County of Madison, State of Miss. (it being  
 the true intent and meaning of these presents hereby to convey all  
 of that tract of land, heretofore conveyed to the said Mrs. H. Cassell  
 by the Trustees of the Canton Male Academy by deed of date Dec-  
 ember 10<sup>th</sup> 1868, except 200 feet off of the west end of said lot  
 so conveyed by said trustees, and whereas, at said Sale, the  
 said Mrs. O. M. Hummcutt did bid for said property the sum  
 of Five Hundred Dollars, which was the highest and best bid  
 then and there offered; and did then and there pay the said sum  
 of Five Hundred Dollars, so bid, to the said Benedict J. Sumner  
 Trustee aforesaid, the said above described property was knocked off  
 to the said O. M. Hummcutt, Now therefore, in consideration of the  
 premises, and in further consideration of ten dollars, I, Benedict J.  
 Sumner Trustee as aforesaid, do transfer and convey in pursuance  
 of the conditions of the said Deed in Trust, to the said O. M. Hummi-  
 cutt the property above described, and described in said Deed in  
 Trust To have and to hold unto the said O. M. Hummcutt her heirs  
 and assigns, And the said Benedict J. Sumner Trustee as aforesaid,  
 and only as such, so far as he can by the powers vested in him by  
 said Deed in Trust, will warrant and defend the above conveyance  
 against the claim or claims of any and all persons whatsoever.  
 In testimony whereof, I hereunto set my name and affix  
 my seal this 13<sup>th</sup> day of August A.D. 1874

Benedict J. Sumner Trustee

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk  
of the Chancery Court of said County, the within

named Benedict J. Deumus Trustee who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned as his act and deed

Given under my hand and official seal, at office, in Canton  
this 8<sup>th</sup> day of September A.D. 1877.  
O. S. Jeffrey Clerk.

J. R. Powell  
No. of Maranty Deed  
W. H. Powell

Filed for Record September 4<sup>th</sup> A.D. 1877 at 5.30 P.M.  
Recorded September 8<sup>th</sup> A.D. 1877

This Indenture executed this 7<sup>th</sup> day of September 1877 by & between J. R. Powell party of first part and W. H. Powell party of the second part all of Madison County & State Mississippi Witnesseth: That whereas the said J. R. Powell did on the 24<sup>th</sup> day of April 1872, for a valuable consideration to-wit: Five Thousand Dollars cash, convey by good & lawful Deed to Peter Slade the following described lands to-wit: in Madison County, State of Mississippi Six Hundred & Forty five  $\frac{28}{100}$  acres except One Hundred and Ninety Six acres sold to Thos. Hudnell off the N end of Sec 7, and  $\frac{1}{2}$  of  $\frac{1}{4}$  of Dec 18, and 46 acres off the N end of  $\frac{1}{2}$  NW  $\frac{1}{4}$  Dec 17, the N end of  $\frac{1}{2}$  of NW  $\frac{1}{4}$  of Dec 17. Containing 40  $\frac{44}{100}$  acres, the NW  $\frac{1}{2}$  of SE  $\frac{1}{4}$  Dec 17, the NW  $\frac{1}{2}$  of NE  $\frac{1}{4}$  Dec 17, the  $\frac{1}{2}$  of NE  $\frac{1}{4}$  Dec 17, except 18  $\frac{15}{100}$  acres sold Thos. Preston off the NE Corner and bounded by the Jackson Road and three lots of land arranged & platted by S. Hambley, situated west of Jackson and South of town of Livingston and bounded as follows: beginning at a stake represented by a hand N 2500 links to a stake now a Blacksmith Shop on the road to Clinton thence N 50° E 400 links S 80° East 480 links thence N 48° E 925 links to the Jackson Road S 45° East with said Road 1200 links S 15° E 2250 links to the intersection line between Sec 8 and 17, thence N 2730 links to the beginning in Sec 8. Containing 66  $\frac{7}{100}$  acres, except 10 acres sold to A. B. Brownell, all west of the Clinton road in the town of Livingston described in the survey & plat of S. Hambley made the 17<sup>th</sup> day of December 1850, east with the courses & distances as follows: beginning at a stake marked by a hand thence west 2500 links N 150 links N 25° West 1600 links North 35° E 523 links N 61° N 1850 links N 13° 700 links thence N. 1930 links to the Section line between Secs 7 and 8. West 2050 links S. 5780 links, 400 links to the beginning in Section 8. Containing 187  $\frac{30}{100}$  acres except 12 acres sold to B. S. Dewees Township Eight (8) R 1 East in all 1085 acres and whereas it was the intention of the said J. R. Powell to convey & the said Slade to accept the following lands instead of the lands above described & conveyed to-wit:  $\frac{1}{2}$  lying South of Livingston & Brownsville Road, &  $\frac{1}{2}$  Sec 7 containing 444 acres, SW  $\frac{1}{4}$  less 16 acres off the N end  $\frac{1}{2}$  of  $\frac{1}{4}$  NW  $\frac{1}{4}$  & the SE  $\frac{1}{4}$  lying South of Livingston & West of Livingston & Calhoun Roads Dec 8, containing 246 acres  $\frac{1}{2}$  NE  $\frac{1}{4}$  less 18 acres off NE Corner & the NW  $\frac{1}{2}$  NE  $\frac{1}{4}$  & 46 acres off N end NW  $\frac{1}{2}$  NW  $\frac{1}{4}$  & 40 acres off N end of the  $\frac{1}{2}$  NW  $\frac{1}{4}$  & the NW  $\frac{1}{2}$  SE  $\frac{1}{4}$  Dec 17, containing 308 acres  $\frac{1}{2}$  NE  $\frac{1}{4}$  Dec 18, containing 80 acres all in Township 8 R 1 East & more particularly described as follows: to-wit: Six hundred & forty five  $\frac{28}{100}$  acres except One hundred & Ninety Six acres sold to Thos. Hudnell.

off the N end in Sec. 7 (above) and the  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Sec 18. & 6  
 acres off the N end of NW  $\frac{1}{2}$  of NW  $\frac{1}{4}$  Sec 17. the N end of the  $\frac{1}{2}$   
 NW  $\frac{1}{4}$  Sec 17. containing 40 ~~acres~~ acres the NW  $\frac{1}{2}$  of SE  $\frac{1}{4}$  Sec 17. the  
 NW  $\frac{1}{2}$  NE  $\frac{1}{4}$  Sec 17.  $\frac{1}{2}$  NE  $\frac{1}{4}$  Sec 17. except 15 ~~acres~~ acres sold to Mr.  
 Preston off the NE Corner & bounded by the Jackson Road & three  
 lots of land surveyed & platted by S. Haublen Dec 17. 1850. situa-  
 ted N of the Jackson Road. & South of town of Livingston & bounded  
 as follows. to wit: beginning at a Stake represented by a hand  
 North 2500 links to a Stake. near a Blacksmith Shop. on the  
 Road to Clinton thence N.  $50^{\circ}$  E 400 links S  $50^{\circ}$  E 480 links thence  
 N  $45^{\circ}$  E 925 links to the Jackson Road S  $45^{\circ}$  E with said Road  
 1200 links S  $15^{\circ}$  E 2250 links to the intersection of the line between  
 Sec. 8 & 17. thence N. 2450 links to the beginning in Sect 8. Con-  
 taining 66  $\frac{7}{100}$  acres. except 10 acres sold to N. B. Crowell & also  
 all that parcel of land situated West of the Clinton Road & the  
 town of Livingston described in the survey & plat of S. Haublen  
 made 17<sup>th</sup> Dec 1850 East. with the courses & distances as follows.  
 Beginning at a Stake marked by a hand thence N 2500 links  
 thence N 150 links N  $25^{\circ}$  W 1600 links N  $38^{\circ}$  E 523 links N  $61^{\circ}$   
 W 1850 links N  $13^{\circ}$  W 700 links thence N 1930 links to the section  
 line between Sections 7 & 8 N 2050 links S 5750 links 4000 links  
 to the beginning in Section 8. Containing 197  $\frac{3}{100}$  acres 12 acres  
 sold to O. L. Dewees all the foregoing described lands being in the  
 County of Madison & State of Mississippi T 8 R 1 East. in all 1085  
 acres. and whereas Peter Blade has this 8<sup>th</sup> day of September  
 1847. for a valuable consideration conveyed to N. B. Powell the last  
 above described lands. and whereas the said J. R. Powell is willing  
 to execute in good faith the original contract as intended be-  
 tween him & the said Peter Blade in consideration of the premis-  
 es & ten dollars to him in hand paid by said N. B. Powell  
 the said J. R. Powell doth hereby transfer & convey unto the  
 said N. B. Powell his heirs & assigns forever all the last above  
 described lands as originally was intended to be conveyed to the  
 said Peter Blade except the following to wit: (Commencing at a Stake  
 on the North Bank of Ditch at the bridge on the Brownsville Road  
 thence S  $25^{\circ}$  E 294 links thence S  $73^{\circ}$  E 234 links thence N  $46^{\circ}$   
 $30'$  E 341 links thence South  $47^{\circ} 30'$  E 734 links thence S  $49^{\circ} 30'$   
 E 1300 links thence S  $16^{\circ}$  E 2622 links thence S  $73^{\circ} 30'$  West 2950  
 links thence N  $15^{\circ}$  W 1350 links thence N  $53^{\circ} 30'$  E 168 links thence  
 N  $30^{\circ}$  E 350 links thence N  $9^{\circ}$  W 300 links thence N  $28^{\circ} 30'$  W 400  
 links thence N  $11^{\circ}$  E 450 links thence North  $23^{\circ}$  W 1000 links thence  
 N  $40^{\circ}$  E 625 links area 86 acres 3 rods & 13 perches also a tract  
 of Woodland commencing at the SW. Corner of field at Stake No  
 8 thence S 1332 links to Stake thence E 3250 links to Jackson  
 Road thence along said Road to field and 21  $\frac{50}{100}$  acres both the  
 above described tracts being in T 8 R 1 East. also 20 acres more or  
 less lying west of the Livingston & Brownsville Road in Dec 17. Town-  
 ship 8 R 1 East embracing Steam Mill & Spring which said land  
 was reconveyed to J. R. Powell by the said Peter Blade by deed on  
 the 10 day September 1846. area 100 acres more or less. To have  
 & to hold the same. together with all & singular the tenements




hereditaments & improvements & appurtenances thereto belonging or in anywise appertaining unto the said W. H. Powell his heirs & assigns forever, and the said J. R. Powell for himself heirs & legal representatives the said premises in the quiet & peaceable possession of the said W. H. Powell his heirs & assigns, against the said party of first part his heirs & legal representatives & against all & every person whomsoever lawfully claiming or to claim the same, shall & will warrant & by these presents forever defend.

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

J. R. Powell 

State of Mississippi }  
 Madison County } Peremally appeared before the undersigned  
 Clerk of the Chancery Court of said County  
 the within named J. R. Powell who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned as his act and deed.

Given under my hand and official seal at office in Canton this 7<sup>th</sup> day of September AD 1877.  
 Clerk


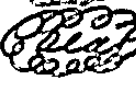
Robt. A Mann  
 and R. J. Dickinson  
 Trs of Trust  
 W. H. Powell Trustee  
 In presence  
 J. R. Powell.

Filed for Record September 7<sup>th</sup> AD 1877 at 3.15 P.M.  
 Recorded September AD 1877

This Indenture, made and entered into this 10<sup>th</sup> day of July AD 1877 by and between R. A. Mann & R. J. Dickinson parties of the first part and W. H. Powell party of the second part and J. R. Powell party of the third part. Witnesseth: That said parties of the first part are indebted to the party of the third part in the sum of Two Thousand Dollars evidenced by their three promissory notes each for \$666 <sup>66</sup>/<sub>100</sub> Dollars due Jan'y 1<sup>st</sup> 1878, Jan'y 1<sup>st</sup> 1879 & Jan'y 1<sup>st</sup> 1880, & dated May 7<sup>th</sup> 1877. Now therefore in consideration of the premises, as well as for and in consideration of the sum of Two Dollars in hand paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part have granted, bargained and sold and by these presents do Grant, bargain, sell and convey unto the said party of the second part his heirs executors, administrators and assigns, the following described Real and Personal Estate lying and being in the County of Madison in the State of Mississippi, to wit: That portion of the Nicholson tract lying East of the Livingston & Brownsville Road and known as the Shop field that portion of the same tract lying west of said road & between said Road & the old Road to the line between said tract and the Pride land also one Boiler & Engine one gin & all the fixtures of the Mill house together with two mules & one of. To have and to hold the same unto the said party of the second part his heirs, executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, upon these terms and conditions that is to say, that the said parties of the first part, shall on or before the maturity of said notes,


If the said parties of the first part. shall fail or refuse to pay to said party of the third part. and his assigns. the amount of said indebtedness. on or before the maturity thereof. and all interest which shall accrue thereon. and the cost and charges of this Deed. then the said party of the second part. or the successor of him. may and shall enter into and take possession of said Real and Personal Estate. and sell the same or so much thereof as may be necessary. before the door of the Court House. in the City of Canton at public auction. to the highest bidder for cash. after giving 30 days notice of the time and place of said sale by advertising in some newspaper published in said County. or by posting advertisements thereof in 3 or more convenient public places. and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance. and from the proceeds of said sale the said party of the second part. or the successor of him. shall first pay the cost and charges of this Deed. and of said sale. and then pay to the said party of the third part and assigns the amount of said indebtedness. goods wares and merchandise. and all interest due thereon. and if there shall remain any surplus of the proceeds of said sale. then the said party of the second part shall pay the same to the said parties of the first part. and their assigns and if the said parties of the first part. shall well and truly pay the amount of said indebtedness thereon. and the cost and charges of this Deed. then the said party of the second part. shall enter satisfaction of this Deed. upon the record thereof. and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto that if the said party of the second part. shall from any cause fail to perform the duties of Trustee as aforesaid. then and in that case the said party of the third part. or his assigns. shall in writing appoint another trustee in his place whose actings and doings in the premises shall be as binding as if done by the said W. H. Powell trustee aforesaid.

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

Robt. A. Mann   
 R. J. Dickins 

State of Mississippi

Madison County } Personally appeared before the undersigned  
 Clerk of the Chancery Court of the said County  
 the within named Robt A. Mann and R. J. Dickins who acknowledged that they signed. sealed and delivered the foregoing Deed  
 on the day and year therein mentioned. as their act and deeds

 Given under my hand and official seal. at office this  
 7<sup>th</sup> day of September AD 1877.

 Clerk

State of Mississippi } Filed for Record September 21<sup>st</sup> AD 1877 at 11 am.  
 Do of Deed } Recorded September 26<sup>th</sup> AD 1877  
 N. G. Orrick and  
 W. H. Powell }

The State of Mississippi  
 This Indenture made and entered into, this the 18<sup>th</sup> day of September AD 1877, between the State of Mississippi, of the first part and N. G. Orrick & W. H. Powell, of the second part. Witnesseth: That whereas, there was sold on the 3<sup>rd</sup> day of January AD 1876, to the State of Mississippi, for taxes due the State the following tract of land, to-wit:

Division of Section	Section	Township	Range	Acres
1/2 of 6 1/2 of NW 1/4	20	8	16	40

Situated in Madison County, containing Forty acres more or less And whereas, the said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature, entitled an Act in relation to Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land and paid the sum of Six dollars and ninety three cents Now, in consideration of the premises, and the amount paid to the State of Mississippi in accordance with the statutes of the State, the State of Mississippi has this day bargained, sold and conveyed and by these presents does bargain, sell and convey unto the said parties of the second part, this heirs and assigns forever, the aforesaid tract of land as above described, to have and to hold the same to said parties of the second part, this heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold the same to said parties of the second part, this heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the statute in such cases made and provided, and not otherwise.

In testimony whereof, these presents are signed, sealed and delivered in the name of the State of Mississippi, by W. H. Gibbs Auditor of Public Accounts who has hereunto subscribed his name and affixed his seal of office, this the 18<sup>th</sup> day of September AD 1877, at the City of Jackson

W. H. Gibbs  
 Auditor of Public Accounts

The State of Mississippi }  
 Hinds County } Personally appeared before the undersigned  
 W. H. Gibbs, Auditor etc, who acknowledged  
 that he signed, sealed, sealed and delivered the above Deed as Auditor  
 of Public Accounts, for the purpose therein set forth.

Given under my hand and seal of office this the 18<sup>th</sup> day of September AD 1877.

John McGill Mayor  
 of Jackson and  
 Ex officio Justice of the Peace



State of Mississippi } Filed for Record September 21<sup>st</sup> AD 1877 at 11 AM.  
 No. Deed } Recorded September 21<sup>st</sup> AD 1877.  
 N. B. Orrick and  
 W. H. Powell }

The State of Mississippi  
 This Indenture made and entered into this the 18<sup>th</sup> day of Sept-  
 ember AD 1877 between the State of Mississippi of the first part  
 and N. B. Orrick & W. H. Powell of the second part. Witnesses:  
 That whereas, there was sold on the 3<sup>rd</sup> day of January AD  
 1876 to the State of Mississippi for taxes due the State, the fol-  
 lowing tract of land, to wit:

Division of Section	Section	Township	Range	Acres
N 1/2 of D & 1/4	20	8	16	80

Situated in Madison County, containing Eighty Acres more or less.  
 And whereas, the said party of the second part desires to purchase said  
 tract of land under the provisions of an Act of the Legislature, en-  
 titled an Act in relation to Public Revenue and for other purposes ap-  
 proved April 15<sup>th</sup> 1876, and has this day applied to purchase the said  
 land, and paid the sum of Eleven Dollars and Sixty one cents.  
 Now in consideration of the premises, and the amount paid to the State  
 of Mississippi, in accordance with the Statutes of the State, the State  
 of Mississippi has this day bargained, sold and conveyed, and by  
 these presents, does bargain, sell and convey unto the said parties  
 of the second part, their heirs and assigns forever, the aforesaid  
 tract of land, as above described, to have and to hold the same,  
 to said parties of the second part, their heirs and assigns forever.  
 The State of Mississippi hereby warrants the title to said lands ac-  
 cording to the Statute in such cases made and provided and not  
 otherwise.

In testimony whereof, these presents are signed sealed and de-  
 livered in the name of the State of Mississippi by N. B. Gibbs  
 Auditor of Public Accounts who has hereunto subscribed his  
 name and affixed his seal of office this the 10<sup>th</sup> day of  
 September AD 1877 at the City of Jackson.



W. H. Gibbs  
 Auditor of Public Accounts

The State of Mississippi }  
 Hinds County }

Personally appeared before the under-  
 signed N. B. Gibbs Auditor etc, who acknowledged that he signed  
 sealed and delivered the above Deed as Auditor of Public Accounts  
 for the purpose therein set forth.

Given under my hand and Seal of office this the 18<sup>th</sup>  
 day of September AD 1877.



John W. Gill  
 Mayor of Jackson, and  
 ex-officio Justice of the Peace

Error

State of Mississippi  
No. 3 Deed  
W. H. Powell

Filed for Record September 21<sup>st</sup> AD 1877 at 11 am  
Recorded September 26<sup>th</sup> AD 1877

This Indenture, made and entered into this the 18<sup>th</sup> day of September AD 1877, between the State of Mississippi of the first part and W. H. Powell of the second part Witnesseth: That whereas there was sold on the 10<sup>th</sup> day of May AD 1876 to the State of Mississippi for taxes due the State, the following tract of land, to-wit:

Division of Section	Section	Township	Range	Acres
1/2 of Lots 5, 6 & 7	20	10	26	120
Lot 5 and 1/2 Lot 4	21	10	26	105

Situated in Madison County, containing Two Hundred and Twenty Five acres more or less, situated in Madison County, containing Two Hundred and fifty nine cents. Now in consideration of the premises, and the amount paid to the State of Mississippi in accordance with the Statutes of the State the State of Mississippi has this day bargained sold and conveyed, and by these presents, does bargain sell and convey unto the said party of the second part, his heirs and assigns forever, the aforesaid tract of land as above described, to have and to hold the same to said party of the second part, his heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the Statute in such cases made and provided and not otherwise.

State of Mississippi  
No. 3 Deed  
W. H. Powell

Filed for Record September 21<sup>st</sup> AD 1877 at 11 am  
Recorded September 26<sup>th</sup> AD 1877

The State of Mississippi  
This Indenture, made and entered into this the 18<sup>th</sup> day of September AD 1877, between the State of Mississippi of the first part and W. H. Powell of the second part. Witnesseth. That whereas, there was sold on the 10<sup>th</sup> day of May AD 1876, to the State of Mississippi for taxes due the State, the following tract of land, to-wit:

Division of Section	Section	Township	Range	Acres
1/2 of Lots 5, 6 & 7	20	10	26	120
Lot 5 and 1/2 Lot 4	21	10	26	105

Situated in Madison County, containing Two Hundred and Twenty five acres more or less. And whereas the said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature, entitled an Act in relation to Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land, and paid the sum of Seventy Seven Dollars and fifty nine cents. Now in consideration of the premises and the amount paid to the State of Mississippi, in accordance with the Statutes of the State, the State of Mississippi has this day bargained sold and conveyed, and by these presents does bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold the same to said party of the second part his heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the Statute

in such cases made and provided, and not otherwise.  
 In testimony whereof, these presents are signed, sealed and delivered  
 in the name of the State of Mississippi by W. H. Gibbs Auditor of  
 Public Accounts who has herunto subscribed his name and affixed  
 his seal of office, this the 18<sup>th</sup> day of September AD 1877. at the  
 City of Jackson.

*W. H. Gibbs*

W. H. Gibbs  
 Auditor of Public Accounts

The State of Mississippi }  
 Hinds County } Personally appeared before the undersig-  
 -ed W. H. Gibbs Auditor etc. who acknow-  
 edged that he signed, sealed and delivered the above Deed as Aud-  
 itor of Public Accounts for the purpose therein set forth  
 Given under my hand and seal of office this the  
 18<sup>th</sup> day of September AD 1877.

*John McGill*

John McGill  
 Mayor of Jackson and  
 Ex-officio Justice of the Peace.

Geo. W. Montgomery } Filed for Record September 17<sup>th</sup> AD 1877 at 11.15 AM.  
 & others } Recorded September 26<sup>th</sup> AD 1877  
 D. W. Mulherrin }  
 D. W. Mulherrin }

State of Louisiana Parish of Richland.  
 This Deed of Conveyance made and entered into this the 30<sup>th</sup> day  
 of September AD 1875 by and between George W. Montgomery a resi-  
 dent of Madison Parish, Louisiana, Mary B. Noble & her husband  
 W. W. Noble of Dallas Texas who are herein represented by their attor-  
 ney in fact Geo. W. Montgomery, Margaret Morrison & her husband  
 August D. Morrison of Madison County, Mississippi, and Mary D.  
 Kucaid of Scott County Miss. parties of the 1<sup>st</sup> part, and D. W.  
 Mulherrin of Madison County Miss. of the second part. Witnesseth  
 that the parties of the first part, have this day bargained and  
 sold aliened, conveyed & delivered unto the said D. W. Mulherrin  
 for and in consideration of the sum of Four Hundred & fifty dollars  
 Cash paid by the said party of the 2<sup>d</sup> part, the receipt of which  
 is herein acknowledged all of their right title and interest in  
 and to the following described land situated in the County of  
 Madison State of Mississippi to wit: The East half of the North  
 East quarter of Section No. Two, and the East Half of South West  
 quarter of Section Two, and west half of South East quarter  
 of Section Two, (and all that) and all that fractional part of North  
 Half of East half of North West quarter and the North Half of  
 the West half of the North East quarter of Section eleven, which  
 lies north of a Cherokee Oak Hedge, running across the said two  
 last mentioned forty acre tracts and all in Township Seven (7)  
 Range one (1) East the land in Sec. two aggregating two hundred  
 forty acres and the land in Sec 7, aggregating fifty five acres  
 and containing in all two hundred & ninety five acres of land  
 more or less. To have and to hold the above described land together  
 with all the improvements thereon unto the said D. W. Mulherrin.



his heirs and assigns forever.

In testimony whereof all parties hereto have this day signed sealed and delivered this deed unto the said D. W. Montgomery as their own act & deed. Signed this 30th day of September AD 1875.

Geo. W. Montgomery *[Signature]*  
 Geo. W. Montgomery *[Signature]*  
 Attorney for Mary R. Noble *[Signature]*  
 & W. W. Noble *[Signature]*  
 August D. Morrison *[Signature]*  
 Margaret Kincaid Morrison *[Signature]*  
 Mary D. Kincaid *[Signature]*

State of Louisiana }  
 Parish of Richland } Before me the undersigned Justice of the Peace in & for the Parish of Richland & State of Louisiana. Personally appeared George Montgomery who for himself and as attorney in fact for Mary R. Noble & her husband William W. Noble depose and says that he sealed signed and delivered the foregoing as his own act & deed on the day & year therein written.

Sworn to & subscribed before me this 30th day of Sept 1875  
 D. W. Montgomery Notary  
 Public & Justice of the Peace

The State of Mississippi }  
 Scott County } This day personally appeared before the undersigned Justice of the Peace for the County & State above mentioned Miss Mary D. Kincaid who acknowledged that she signed sealed and delivered the above and within deed as her act and deed.

Witness my hand and seal this 4th day of November AD 1875

Thos. H. Lee J. P. *[Signature]*

State of Mississippi }  
 Madison County } This day personally appeared before the undersigned a Justice of the Peace in & for said State & County Margaret Kincaid Morrison who after being privately examined by me separate & apart from her husband as the law directs acknowledged that she signed sealed and delivered the above & within deed as her own voluntary act & deed without fear or threats or compulsion on the part of said husband.

Witness my hand & seal of office this 15th day of November AD 1875  
 Geo. P. Adams J. P. *[Signature]*

State of Mississippi }  
 Madison County } Personally before me the undersigned Justice of the Peace said State and County August D. Morrison who acknowledged that he signed and sealed and delivered the foregoing deed and conveyance on the day & year above mentioned as his own act and deed.

This 22nd day of November AD 1875

G. W. Montgomery J. P. *[Signature]*

The New Orleans Jackson &  
Northern Railroad Company  
Its Deed  
William H. Gerhard and  
Lewis V. F. Randolph

Filed for Record September 26<sup>th</sup> AD 1877 at 2 P.M.  
Recorded September 26<sup>th</sup> AD 1877.

This Indenture, made the 15<sup>th</sup> day of August, in the year of our Lord one thousand eight hundred and seventy seven, between The New Orleans Jackson & Northern Railroad Company of the first part, and William H. Gerhard and Lewis V. F. Randolph of the City of New York of the second part. Whereas, the said party of the first part has become the owner of and is now using and operating a certain railroad with its equipments, depots, side tracks, branches and appurtenances, formerly owned and operated by a corporation known as the New Orleans Jackson & Great Northern Railroad Company; and whereas, The said New Orleans Jackson & Great Northern Railroad Company, on or about the twelfth day of June, one thousand eight hundred and fifty six, made a certain mortgage of its road and property appurtenant to secure certain of its corporate bonds, which are known as the first mortgage bonds of said New Orleans Jackson & Great Northern Railroad Company; and afterwards, to wit, on or about the first day of October, one thousand eight hundred and sixty, made a certain other and second mortgage of its road and property to secure certain other of its corporate bonds, which are known as the second mortgage bonds of said New Orleans Jackson & Great Northern Railroad Company; and whereas, certain coupons issued for interest upon said first and second mortgage bonds, have not been paid by said New Orleans Jackson & Great Northern Railroad Company, or by the party of the first part, and such coupons, with all liens, rights and equities attached thereto and conferred thereon by virtue of said mortgages, are now held by third parties to the amount of Three hundred and forty thousand (\$340,000) dollars of such coupons of said first mortgage bonds, as per Schedule A. hereto annexed, and one hundred and sixty thousand (\$160,000) dollars of such coupons of said second mortgage bonds, as per Schedule B. hereto annexed. And whereas, the said road, property and appurtenances of the party of the first part are, and continue subject to a lien and charge by virtue of said mortgages to secure the payment of the said coupons, and whereas, the said party of the first part, in order to increase the income of said road and its permanent value desires to appropriate its present earnings to repairs and improvements thereof in lieu of immediately purchasing or retiring said coupons, and the holders of the same have agreed to extend the payment thereof until the first day of August, one thousand eight hundred and eighty five, provided that the terms and conditions of this instrument are kept and performed, and that interest upon said past due coupons be paid hereafter semi-annually according to the terms and conditions of certain instruments known as Maturity Coupon Bonds, issued or to be issued by the party of the first part under and in pursuance of this indenture to the extent and number of Five hundred of such Maturity Coupon Bonds, being for the said three hundred and forty thousand

\$340,000 dollars of coupons due and unpaid upon said first mortgage bonds, and one hundred and sixty thousand (\$160,000) dollars of such coupons due and unpaid upon said second mortgage bonds of said New Orleans, Jackson & Great Northern Railroad Company. Now, this Indenture witnesseth: That, in consideration of the premises and of one dollar to the said party of the first part in hand paid, and in order to secure the full and punctual payment of all and every the said Maturity Coupon Bonds to be issued as aforesaid, and of the Coupons or interest warrants thereto attached, and to obtain the extension of the time of payment of the said now due and unpaid coupons upon said first and second mortgages of the New Orleans Jackson & Great Northern Railroad Company the said New Orleans Jackson & Northern Railroad Company party of the first part, has granted, bargained, sold assigned and transferred, and by these presents does grant, bargain sell assign and transfer, to the said William B. Gebhard and Lewis V. F. Rauldolph of the City of New York parties of the second part, their survivors, successors and assigns, all its railroad, lands, property, franchises, buildings & cars, locomotives, engines, depots, machinery, fixtures and effects, and all its property, movable and immovable, in use upon said Railway or in anywise appertaining to the same, now owned or hereafter to be acquired, To have and to hold the same, with the appurtenances, unto the parties of the second part, and their survivor or survivors, successors and assigns, in the trust hereby created, for the use, benefit and security of the several persons who shall be or become the holder of the said bonds intended to be hereby secured, and of the said Coupons or any of them, upon the conditions and provisions hereinafter set forth, to wit, and the parties hereto, do hereby expressly covenant and agree as follows, that is to say: First. - That the bonds to be issued under and by virtue hereof, shall be known as Maturity Coupon Bonds, and shall be five hundred in number, of one thousand dollars each, payable to William B. Gebhard and Lewis V. F. Rauldolph or the bearer, on the first day of August, one thousand eight hundred and eighty five, at the office of the Company, in the City of New York, with interest warrants or coupons attached for the payment of interest thereon, at the rate of seven per cent, per annum, in lawful money of the United States of America, on the first days of February and August, in each and every year until and including, the said first day of August, one thousand eight hundred and eighty five, at said office in the City of New York, and the same shall be issued to the owner and holder of the aforesaid unpaid coupons upon said first and second mortgage bonds of the New Orleans, Jackson & Great Northern Railroad Company, who shall deposit their coupons and accept the provisions of this instrument as specified herein, at the rate of one bond for every twenty five such coupons, presented and deposited. And it is further understood and agreed by and between the parties hereto, and any parties accepting this mortgage or any of the bonds issued thereunder, as holders of said coupons, that payment of said coupons, now past due, shall be deferred and shall not be demanded until said first day of August, one thousand eight hundred and eighty five, provided that the party of the first part shall duly and punctually pay the interest upon the amount of said past due



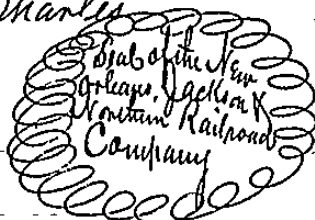
coupons, or upon the bonds to be issued under and pursuant to this mortgage representing the same, as the same mature according to the tenor of the coupons or interest warrants attached to said bonds, and shall, in all respects, keep and perform all and every the covenants and conditions in said matured coupon bonds, and in this indenture contained. And it is expressly understood and agreed that no lien, right, or equity reserved to or held by the owner or holder of such coupons, or any of them, under and by virtue of the bonds to which the same were attached, or the mortgages securing the same is or shall be released or extinguished by the deposit of said coupons or the acceptance of said Matured Coupon Bonds, but every such lien, right or equity shall continue until the payment of the same, the time of payment of said Coupons only being extended. And it is further agreed that every holder of said coupons, upon receiving such Matured Coupon Bonds, to be issued in pursuance hereof, and entering into this agreement to postpone the payment of such coupons, shall deposit with the parties of the second part such coupons, so held by him or them, the said parties of the second part shall safely hold and keep such coupons, and in the event of any default in the payment of the interest hereby agreed and secured to be paid on account of the same upon any of said Matured Coupon Bonds according to the terms thereof, or of the interest warrants attached thereto or if at any time default shall occur in the payment of any interest hereafter accruing on said first and second mortgages of the New Orleans, Jackson & Great Northern Railroad Company, and proceedings shall be commenced for the foreclosure thereof, the said parties of the second part shall, upon demand of the owners of any of said coupons being holders of such bonds surrender and return the said coupons to such holders upon receiving back said matured Coupon Bonds issued for said coupons, or, at the election of such holder or holder, and upon being indemnified for the expense of such proceeding shall take proceedings, as they may be advised, to protect and enforce the lien of said coupons, and the rights of said holder, provided however, that if the party of the first part, its successors or assigns had, before any such default, and surrender, paid any interest upon said matured Coupon Bonds under and according to the interest warrants attached thereto, the party or parties demanding and receiving such coupons shall give to the parties of the second part a statement of the interest warrants so paid, signed by him or them and the parties of the second part before surrendering said coupons shall endorse thereon the date to which interest has been paid on the same. And in the event of the full and punctual payment of said coupons and of said Matured Coupon Bonds, with the interest thereon as thereby stipulated, at or before the maturity thereof, the said parties of the second part are hereby authorized by the parties accepting such bonds and depositing such coupons and they shall proceed to cancel and destroy the bonds issued under and by virtue of this mortgage, which shall be surrendered upon such payment and shall thereafter hold said coupons in trust for said party of the first part, its successors or assigns, and

subject to their disposal and direction, And it is further understood and agreed that each of said Matured Coupon Bonds to be issued under and by virtue of this indenture shall designate and specify whether the same be issued on account of coupons upon the first or second mortgage bonds of said New Orleans, Jackson & Great Northern Railroad Company so as to preserve the rights of each and every holder of such respective Coupons and that the said matured Coupon Bonds to be issued under or by virtue hereof, shall be transferable by delivery, and the valid transfer and delivery thereof shall transfer the title to the Coupons represented thereby, so that the purchaser or transferee of any of the said Matured Coupon Bonds shall be entitled in like manner as the original holder to all coupons for which, or upon the deposit of which, the same was issued, and to surrender and delivery thereof, upon default in the payment of interest according to the terms of this agreement, and to all other rights of an owner or holder of the same. And it is further covenanted and agreed that if the New Orleans, Jackson & Northern Railroad Company, its successors or assigns, shall well and truly pay, or cause to be paid, all the interest, according to the terms of the Coupons or interest warrants attached to said Matured Coupon Bonds, as the same shall from time to time become due and payable, and shall pay the principal of said bonds on or before the said first day of August Anno Domini one thousand eight hundred and eighty five, and shall keep and perform all the agreements herein contained on the part of said Company, then and in that case this indenture shall be and become null and void, otherwise it shall be and remain in full force and effect.

In Witness whereof, the said New Orleans, Jackson & Northern Railroad Company hath hereto caused its common seal and the signatures of its President Treasurer, and Secretary to be affixed this 15<sup>th</sup> day of August One thousand eight hundred and seventy seven and the said William H. Leebhard and Lewis V. F. Randolph have hereto set their hands and seals upon the same day.

Signed sealed & delivered by R. S. Charles in our presence

C. H. Stocker  
G. Alfred. Kern  
Andrew Kern Jr.



W. H. Osborn, President  
R. S. Charles, Treasurer  
Stuyvesant Fish, Secretary

William H. Leebhard  
Lewis V. F. Randolph  
Trustees

Signed sealed & delivered in presence of

Chas. Edgar Mills  
William H. Clarkson  
Charles Nettleton  
Commissioners for Louisiana & Miss

as to W. H. Osborn Pres.  
Stuyvesant Fish, Sec.  
William H. Leebhard Trustee  
Lewis V. F. Randolph Trustee

State of Louisiana,  
Parish of Orleans  
City of New Orleans

Be it remembered, that on this 8<sup>th</sup> day of September, one thousand eight hundred and seventy seven, before me, Andrew Kern Jr. Notary public, in and for the parish

of Orleans. City of New Orleans, State of Louisiana, and also a Commissioner of the State of Mississippi, resident in the City of New Orleans, Parish of Orleans, and State of Louisiana, appointed by the Governor of the State of Mississippi, and duly commissioned and qualified, under the laws thereof, to take acknowledgements and proofs of deeds, and other conveyances, to be used or recorded in said State. Came Richard D. Charles, to me personally known to be the identical person of that name who signed the foregoing instrument, and also known to me to be the Treasurer of the New Orleans, Jackson & Northern Railroad Company, the party of the first part, described in said instrument, and, being by me duly sworn, did depose and say: That he was the Treasurer of the said New Orleans, Jackson & Northern Railroad Company, that he knew the corporate seal of the said Company, that the seal affixed to the foregoing instrument was such corporate seal, and was affixed by the authority of said Company, and that he signed his name to the said instrument as treasurer of said Company and in behalf thereof; and the said Richard D. Charles then and there acknowledged that he signed, sealed and delivered the said instrument as his official act and deed, and as the act and deed of the said Company, for the uses and purposes therein expressed and on the day and in the year therein mentioned.

In testimony whereof, I have herewith set my hand, and have also herewith affixed my official seal as such Notary Public and as such Commissioner, at my office, in the City of New Orleans, the day and year last above written.

Andrew Herra Jr.  
 Notary Public  
 Parish of Orleans, State of Louisiana,  
 Andrew Herra Jr.  
 Commissioner for the  
 State of Mississippi.

State of New York } ss.  
 City and County of New York }

Be it remembered, that on this 29<sup>th</sup> day of August in the year one thousand eight hundred and Seventy Seven before me, Charles Nettleton, a Commissioner for the State of Louisiana, resident in the said City of New York, duly commissioned and qualified by the Executive authority, and under the laws of the State of Louisiana, to take the acknowledgment of deeds &c. to be used or recorded in said State, - and also a Commissioner of the State of Mississippi, resident in said City of New York, appointed by the Governor of the State of Mississippi, and duly qualified, under the laws thereof, to take acknowledgements and proofs of deeds and other conveyances, to be used or recorded in said State. Came W. H. Osborn and Steyversant Fish, both personally known to me to be the identical persons who signed the foregoing instrument, and also known to me to be respectively the President and Secretary of the New Orleans Jackson & Northern Railroad Company, the party of the first part, described in said instrument, who, being by me duly sworn, did depose



and say, that they reside in said City of New York. that they were respectively the President and Secretary of the said New Orleans Jackson & Northern Railroad Company, that they knew the Corporate seal of the said Company, that the seal affixed to the foregoing instrument was such Corporate seal, and was affixed by the authority of said Company, and that they signed their names to the said instrument as president and secretary of said Company, and in behalf thereof, and the said N. B. Osborn and Steyvesant Fish then and there acknowledged that they signed, sealed and delivered the said instrument as their official act and deed, and as the act and deed of said Company, for the uses and purposes therein expressed, on the day and in the year therein mentioned.

In Witness whereof, I have hereunto set my hand and have also hereunto affixed my seal as Commissioner for each of the States above mentioned, at my office, in the said City of New York the day and year last above written.

Charles Nettleton  
 Commissioner for  
 Louisiana in New York  
 Charles Nettleton  
 Commissioner for  
 Mississippi in New York

Schedule A.

New Orleans, Jackson & Great Northern 1<sup>st</sup> Mortgage Coupons.

due July 1<sup>st</sup> 1876.

No: 1 @ 575. 577 @ 664. 667 @ 719. 722 @ 739. 742 @ 815	Coupons	808
817 @ 922. 924 @ 1053. 1056 @ 1097. 1100 @ 1148. 1153 @ 1400		575
1410. 1416 @ 1537. 1551 @ 1600. 1602 @ 2292. 2294. 2295		866
2297 @ 2426. 2428 @ 2432. 2434 @ 2865. 2887 @ 3000		681
		<u>2930</u>

New Orleans Jackson & Great Northern 1<sup>st</sup> Mortgage Coupons

Due January 1<sup>st</sup> 1877.

No: 1 @ 575. 577 @ 610. 612. 614 @ 660. 662 @ 664. 667 @ 719	Coupons	713
722 @ 739. 742 @ 815. 817 @ 922. 924 @ 1053. 1056 @ 1058. 1061 @ 1093		364
1096. 1097. 1100 @ 1106. 1110 @ 1148. 1153 @ 1400. 1410. 1416 @ 1537. 1551 @ 1600		469
1602. 1604 @ 2105. 2111 @ 2179. 2181. @ 2292. 2294. 2295. 2297 @ 2426		816
2428 @ 2432. 2434 @ 2559. 2561. @ 2580. 2582 @ 2865. 2887 @ 3000		549
		<u>2911</u>

New Orleans, Jackson & Great Northern 1<sup>st</sup> Mortgage Coupons.

Due July 1<sup>st</sup> 1877

No: 1 @ 50. 52 @ 184. 189 @ 350. 353 @ 413. 415 @ 554. 556 @ 575	Coupons	566
577 @ 610. 612. 614 @ 660. 662 @ 664. 667 @ 719. 722 @ 739. 742 @ 815		230
817 @ 869. 871. 872. 874. 875. 878. 879. 881. 883 @ 922. 924 @ 1053		230
1056 @ 1058. 1061 @ 1063. 1065 @ 1093. 1096. 1097. 1100 @ 1106. 1110 @ 1148		83
1153 @ 1259. 1261. @ 1349. 1357 @ 1357. 1359 @ 1373. 1376 @ 1400. 1410. 1416 @ 1537		366
1551 @ 1555. 1557. @ 1600. 1604 @ 1688. 1691 @ 1694. 1697 @ 1698		140
1701 @ 1712. 1714. 1716 @ 1925. 1930. 1932 @ 2103. 2105. 2111 @ 2179		466
2181. 2183 @ 2226. 2228 @ 2292. 2294. @ 2295. 2297. @ 2432. 2434 @ 2480		295
2482. 2484 @ 2559. 2561 @ 2585. 2587. @ 2633. 2635. @ 2699. 2701 @ 2769		283
		<u>2659</u>

Coupons due July 1<sup>st</sup>. 1876. = 2930  
 " " Jan. 1<sup>st</sup> 1877 = 2911  
 " " July 1<sup>st</sup> 1877 = 2659  
 8500 @ \$40 = \$340.000.

Schedule B.

New Orleans, Jackson & Great Northern 2<sup>nd</sup> Mortgage Coupons  
 due April 1<sup>st</sup>. 1876. Coupons  
 Nos: 1<sup>74</sup> @ 74. 76<sup>264</sup> @ 339. 353<sup>399</sup> @ 751. 753<sup>748</sup> @ 1500 1485

New Orleans, Jackson & Great Northern 2<sup>nd</sup> Mortgage Coupons.  
 Due October 1<sup>st</sup> 1876. Coupons  
 Nos: 1<sup>74</sup> @ 74. 76<sup>264</sup> @ 339. 353<sup>399</sup> @ 757. 753<sup>313</sup> @ 1065. 1067<sup>214</sup> @ 1280 1264  
 1284<sup>217</sup> @ 1500 217  
1481


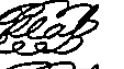

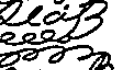
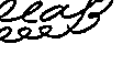
New Orleans, Jackson & Great Northern 2<sup>nd</sup> Mortgage Coupons.  
 Due April 1<sup>st</sup>. 1877. Coupons  
 Nos: 1<sup>74</sup> @ 74. 76<sup>30</sup> @ 105. 107<sup>167</sup> @ 273. 275<sup>65</sup> @ 339. 353<sup>60</sup> @ 362.  
 369<sup>46</sup> @ 414. 416. 419<sup>32</sup> @ 450. 456<sup>60</sup> @ 515. 518<sup>157</sup> @ 674. 679<sup>37</sup> @ 715  
 719<sup>6</sup> @ 724. 726. 728<sup>6</sup> @ 733. 735<sup>17</sup> @ 757. 753<sup>126</sup> @ 878. 883<sup>74</sup> @ 956  
 959 964<sup>21</sup> @ 984. 986<sup>80</sup> @ 1065. 1067<sup>23</sup> @ 1089 125  
1034


Coupons due April 1<sup>st</sup> 1876. = 1485  
 " " Oct 1<sup>st</sup> 1876 = 1481  
 " " April 1<sup>st</sup> 1877 = 1034  
 4000 @ 40. = \$160.000

W. W. Humphries et al } Filed for Record September 26<sup>th</sup> AD 1877 at 4 O. M.  
 R. B. Smith } Recorded October 2<sup>nd</sup> AD 1877


This Indenture made and entered into this 19<sup>th</sup> day September AD 1877, between W. W. Humphries and his wife Mary S. Humphries and W. H. Jones, M. E. Jones and J. D. S. Jones of the County Lowndes, in the State of Mississippi parties of the first part, and R. B. Smith party of the second part, of the County of Madison State aforesaid. Witnesseth, that for and in consideration of the sum of One thousand and fifty nine dollars in hand paid by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have bargained sold aliened and conveyed and doth by these presents bargain sell alien and convey unto said party of the second part, his heirs and assigns forever, the following described lands lying being and situated in the County of Madison, State aforesaid, to wit: N 1/2 @ E 1/4 & E 1/2 @ N 1/4 of Section 29, and 55 acres off of N 1/2 & N 1/4 Section 28, and 49 7/100 acres off of E 1/2 @ E 1/4 Section 20, all in Township 9 Range 3 East, and containing by estimation 264 7/10 acres. To have and to hold the above lands free from the right title and claim of any and all persons either at law or equity and the said parties of the first part, their heirs and assigns do hereby covenant and agree with said party of second part his heirs and assigns to forever warrant and defend the title to the above described lands against the claim or claims of any and all persons whomsoever.

In testimony whereof we have hereto set our hands and affixed our seals on the day and year herein mentioned.

W. W. Humphries   
 M. P. Humphries   
 W. H. Jones   
 M. O. Jones   
 J. D. F. Jones 

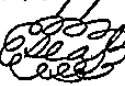
The State of Mississippi }  
 Loundee County. } Personally appeared before me J. H. Stevens Clerk  
 of the Circuit Court for said County, the within  
 named W. W. Humphries and his wife M. P. Humphries who severally  
 acknowledged that they signed, sealed and delivered the foregoing annexed  
 Deed on the day and year therein mentioned, as their act and deed, and  
 the said M. P. Humphries wife of the said W. W. Humphries on a  
 private examination apart from her husband, acknowledged that she  
 signed, sealed, and delivered the same, as her voluntary act and  
 deed, freely without any fears, threats, or compulsion of her said husband.  
 Given under my hand and seal of office, at Columbus  
 this the 19<sup>th</sup> day of September AD 1877.

Jos. H. Stevens Clerk  
 By Griffin Roberts S.C.

The State of Mississippi }  
 Loundee County } Personally appeared before me J. H. Stevens  
 Clerk of the Circuit Court for said County, the  
 within named W. H. Jones M. Emma Jones and J. D. F. Jones who ack-  
 nowledged that they signed, sealed and delivered the foregoing annexed  
 Deed on the day and year therein mentioned as their act and deed.  
 Given under my hand and seal of office, at Columbus  
 this the 14<sup>th</sup> day of September AD 1877.

Jos. H. Stevens Clerk  
 By Griffin Roberts S.C.

R. B. Smith }  
 To } Quit Claim Deed } Filed for Record September 26<sup>th</sup> AD 1877 at 4.05 P.M.  
 George Harvey } Recorded October 2<sup>nd</sup> AD 1877

The State of Mississippi County of Madison.  
 This Quit Claim Deed made by R. B. Smith to George Harvey both of said  
 County & State Witnesseth that the said R. B. Smith for & in consideration  
 of one dollar paid to him in hand by George Harvey the said Smith doth  
 hereby release & remise & forever quit claim unto the said Geo. Harvey his  
 heirs & assigns forever all my right title & interest in & to an undivided  
 one half interest in & to the following lands in said County of Madison  
 & State aforesaid viz: W<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> E<sup>1</sup>/<sub>4</sub> & S<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>4</sub> of Sec 29 & fifty five acres  
 off of W<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>4</sub> Sec 28. & 49<sup>7</sup>/<sub>100</sub> acres off of S<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>4</sub> Sec 20 all in  
 Township 9, R. 3 East. To have & to hold to the said Harvey & his heirs  
 & assigns free from all title of all persons claiming through me.  
 Witness my hand & seal this the 26<sup>th</sup> day of September AD 1877  
 R. B. Smith 

State of Mississippi }  
 Madison County } Personally appeared before the undersigned Clerk  
 of the Chancery Court of said County the within named



R. B. Smith who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.

Given under my hand and official Seal at office in Canton this 26<sup>th</sup> day of September AD 1877.

O. S. Jeffrey Clerk

E. M. Kinnicutt and  
W. L. B. Kinnicutt  
Pay Quit Claim Deed  
Benedict J. Semmes

Filed for Record September 26<sup>th</sup> AD 1877 at 5 P.M.  
Recorded October 2<sup>nd</sup> AD 1877.

This Deed executed and delivered this 21<sup>st</sup> day of September 1877, by and between Mrs. E. M. Kinnicutt and W. L. B. Kinnicutt her husband, and Benedict J. Semmes, Witnesseth, that for and in consideration of the sum of Two Hundred and fifty dollars, paid by the said Semmes to the said E. M. Kinnicutt the receipt of which is hereby acknowledged, the said E. M. Kinnicutt, W. L. B. Kinnicutt, remise, release, and quit claim unto the said Semmes all their right, title and interest to the undivided half of the following real estate, located in the County of Madison & State of Miss. to wit: that portion of Section 19, T. 9, R. 3 East, and described as Lot 8, in the plan of lots laid out by Kellis Walton and known as Waltons Addition, containing Seventeen acres and a fraction, except five acres off of the west end of said lot, and except further 200 feet off of the West end of said lot, so left after reserving therefrom said above mentioned five acres, it being all of that tract of land heretofore conveyed to said Mrs. B. Baskell by the trustees of the Canton Male Academy, by Deed of date December 10<sup>th</sup> 1868, except 200 feet off of the West end of said lot, so conveyed by said Trustees. To have and to hold, unto the said Benedict J. Semmes, his heirs and assigns, and the said E. M. Kinnicutt warrants the above conveyance against any claim or act done or committed by her.

In testimony whereof, we hereunto sign our names and affix our seals this 21<sup>st</sup> day of September 1877.

E. M. Kinnicutt  
W. L. B. Kinnicutt

State of Mississippi  
Madison County

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

Given under my hand and official seal at office, in Canton this 21<sup>st</sup> day of September AD 1877.

O. S. Jeffrey Clerk

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named E. M. Kinnicutt wife of the said W. L. B. Kinnicutt who in a private examination separate and apart from her husband acknowledged that she signed, sealed and delivered the foregoing Deed

on the day and year herein mentioned as her voluntary act and deed freely without any fear, threats or compulsion of her said husband. Given under my hand and official seal this 26<sup>th</sup> day of September AD 1877.

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

J. M. Mills Trustee  
To } Deed  
Dr. Montfort Jones

Filed for Record September 12<sup>th</sup> AD 1877 at 8 AM.  
Recorded October 4<sup>th</sup> AD 1877.

This Indenture made this the 3<sup>rd</sup> day of August AD 1877. between J. M. Mills Trustee as hereinafter mentioned of the first part. and Dr. Montfort Jones of the second part. witnesseth: Whereas, by a certain Deed, executed by Richard C. Sanders and Ellen M. Sanders his wife dated the 7<sup>th</sup> day of April AD 1856 and recorded in the office of the Clerk of the Court of Probates in and for Madison County Mississippi, in Book of Deeds O. pages 134 and 135. the said Richard C. and Ellen M. Sanders did convey a certain lot or parcel of ground situated in said County, to the said party of the first part, for the use of the said party of the first part, and in trust, for the use and benefit of certain other persons named in said Deed, all in equal and undivided interests, which lot or parcel of land is fully described in said Deed and the names of said uses and beneficiaries are also therein particularly set forth: And whereas, it is the intention of said beneficiaries to use said lot or parcel of land as a cemetery for the burial of the dead, and to sell and convey said land in small lots, for the purpose aforesaid. And whereas, a survey and subdivision of said lot or parcel of land has been duly made, and certified by the Surveyor of said County, and recorded in the office of the Clerk of Probates aforesaid, in Book of Deeds O. pages 136 and 137, as by reference thereto will more fully appear. Now therefore in consideration of the heretofore recited premises, and of the sum of Sixty five dollars by the said party of the second part, to the said party of the first part in hand paid, the said party of the first part hath granted, bargained and sold, aliened and conveyed and, by these presents doth grant, bargain and sell, alien and convey unto the said party of the second part, Lot, No 22, in square No 1 according to the survey subdivision and plat of said ground hereinbefore referred to, and now known as the Canton Cemetery, To have and to hold said lot hereby conveyed, unto him the said party of the second part, his heirs and assigns forever.

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

J. M. Mills *[Signature]*

The State of Mississippi }  
Madison County }

Personally appeared before me, O. S. Jeffrey Clerk of the Chancery Court, in and for said County, the above named J. M. Mills who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned as his act and deed.

Witness my hand and seal of said Court, this 3<sup>rd</sup> day

of August AD 1877.

O. D. Jeffrey Clerk

Edward Grant } Received for Record September 15<sup>th</sup> AD 1877 at 9 a.m.  
F. B. Pratt } Recorded October 4<sup>th</sup> AD 1877

Know all men by these presents that I, Edward Grant in consideration of the sum of Six hundred dollars to me paid by F. B. Pratt do hereby bargain, grant, sell & convey to said Pratt the following described Real Estate, in Madison County, Mississippi to wit: a building lot located about 1 Mile from the Court house in Canton Madison County, Mississippi, beginning at a stake on road leading from South East corner of Public Square of said Canton to Rattliff Ferry, at South East corner of Robert Mayhew's Lot & at South West corner of lot herein conveyed, thence along said road North easterly 183 feet, thence North 65 feet to a road, thence along said road towards said City of Canton 183 ft. thence South to beginning 122 ft. all in Madison County, Miss. Said lot being the same as occupied by me as a residence prior to & until August 8, 1877 upon which said date said property was permanently abandoned by me as a residence & homestead. To have & to hold the same to him the said Pratt his heirs & assigns for his & their use & behoof forever, and I hereby covenant with the said Pratt, that said property is free from all incumbrance, & that I will & my heirs shall warrant & defend the title to the same forever against the lawful claims of all persons, and whereas the dwelling house formerly situated upon the above described property was destroyed by fire on the 9<sup>th</sup> day of August AD 1877, and whereas the same was insured in the sum of \$500<sup>00</sup> in the Franklin Insurance Company of Philadelphia Pennsylvania by policy No 618,112 and whereas the claim for loss under said policy is still unadjusted & unsettled, Now therefore for & in consideration of the said sum of Six hundred dollars, first above mentioned, I have sold assigned & set over & by these presents do hereby sell, assign & set over to said Pratt all claim for loss under said policy all & any sum or sums of money due or to become due under the same & any & all benefit or advantage that may be had or obtained, under or by reason of said policy of insurance, and I hereby constitute said Pratt his heirs executors, administrators & assigns my true & lawful Attorney & Attorneys in my name for the sale use & benefit of said Pratt, his heirs & assigns to ask demand, sue for & receive all moneys due or to become due upon said policy & to give receipts therefor, and to do & perform all acts in the premises as he may deem fit, as fully as I might do, if personally present. I hereby covenant with the said Pratt that no part of said insurance money has been paid & no part thereof has been assigned by me prior to this deed.

In Witness whereof I have hereunto set my hand & seal this 15<sup>th</sup> day of September AD 1877.

Edward Grant

State of Mississippi }  
Madison County } Personally appeared before the undersigned, Clerk



of the Chancery Court of said County the within named Edward Grant who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.

Given under my hand and official Seal, at office, in  
 Canton, this 15<sup>th</sup> day of Sept. AD 1877.

O. D. Jeffrey Clerk  
 By E. H. Litchfield D.C.

This Certifies that the House & Lot occupied by the undersigned as a residence & homestead, prior to & until August 9<sup>th</sup> 1877, was by us vacated as a homestead on said date, the house being destroyed by fire. We have no intention of rebuilding upon said lot or of again occupying it as a residence or homestead.

Canton Miss. Sept. 15<sup>th</sup> 1877.

Edward Grant  
 Callie Grant

State of Mississippi

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

Given under my hand and official Seal this 17<sup>th</sup> day  
 of September AD 1877.


O. D. Jeffrey Clerk

W. H. Milton } Filed for Record, Sept. 17<sup>th</sup> AD 1877 at 5 P.M.  
 Do } Recorded October 4<sup>th</sup> AD 1877.  
 Emeline Ousley }

This Indenture made this the 23<sup>rd</sup> day of June AD 1877, between W. H. Milton and Emeline Ousley of the County of Madison and State of Mississippi, Witnesses, That for and in consideration of the sum of Five Dollars in hand paid by the said Emeline Ousley the receipt whereof is hereby acknowledged, the said Milton has the day of the date above written bargained, sold and conveyed and by these presents do bargain, sell and convey unto the said Emeline Ousley, all that certain tract or parcel of land situate, lying and being in Coushatta City in said County and State, and known and described in the plan of survey of said City as Lots 21 and 23, lying west of the lot now owned and occupied by H. Rindaw fronting (60) sixty feet on Central Street and running back 120 feet. To have and to hold unto the said Emeline Ousley her heirs and legal representatives in fee simple forever and the said Milton undertakes and promises to and with the said Emeline Ousley, That he will warrant and forever defend the title conveyed, to said Emeline Ousley, against the Claim and Claims of any and all persons whatsoever.

In Witness whereof the said Milton has hereunto set his hand and seal the day and date above written.

W. H. Milton

The State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Justice of the Peace of said County N. G. Mil-  
 ton who acknowledged that he signed, sealed and delivered the  
 foregoing and annexed Deed as his own act and deed on the  
 day and year therein named.  
 Given under my hand and seal this the 23<sup>rd</sup> day of  
 June A.D. 1877.  
 David Milton J.P. 

Peter Keiser and  
 Angelina Keiser  
 No. 3 Deed of Trust  
 John Whelan Trustee  
 To secure  
 Charles Brizzolara



Filed for Record September 29<sup>th</sup> A.D. 1877 at 8 o'clock  
 Recorded October 5<sup>th</sup> A.D. 1877.

Satisfied in full this 29<sup>th</sup> day of January A.D. 1878  
 John Whelan

This Indenture, Made and entered into this 28<sup>th</sup>  
 day of September A.D. 1877, by and between Peter Keiser and his wife  
 Angelina Keiser of Madison County Miss. parties of the first part,  
 and John Whelan of same County and State, party of the second part,  
 and Charles Brizzolara also of same County & State, party of the third  
 part. Witness: That said parties of the first part, are indebted to the  
 party of the third part, in the sum of Two hundred Dollars, evidenced  
 by their promissory note of even date herewith and due and paya-  
 ble four months after date, the same being for money advanced to  
 said Angelina Keiser, Now, therefore in consideration of the premises, as  
 well as for and in consideration of the sum of Ten Dollars, in hand  
 paid by the said party of the second part, to the said parties of the  
 first part, the receipt whereof is hereby acknowledged, the said parties  
 of the first part, have granted, bargained and sold, and by these  
 presents do grant, bargain, sell and convey unto the said party  
 of the second part, his heirs, executors, administrators and assigns  
 the following described Real Estate, lying and being in the City  
 of Canton, County of Madison, State of Mississippi, to wit: twenty  
 feet front by two hundred feet running back west off the South  
 side of lot eight in square two, according to the plat of said  
 City, the same being the premises occupied at present by the parties  
 of the first part, as their homestead or residence with all the im-  
 provements thereon, To have and to hold the same, unto the said party  
 of the second part, his heirs, executors, administrators and assigns, and  
 the successor of him for ever, in trust nevertheless upon these terms  
 and conditions, that is to say: If the said parties of the first part,  
 shall fail or refuse to pay to said party of the third part, and his  
 assigns the amount of said indebtedness, on or before the maturity  
 thereof, and all interest which shall accrue thereon, and the cost and  
 charges of this Deed, then the said party of the second part, or the  
 successor of him may and shall enter into and take possession of  
 said Real estate, and sell the same, or so much thereof as may  
 be necessary, before the door of the Court House in the City of Can-  
 ton at public Auction to the highest bidder for cash, after giving  
 six days notice of the time and place of said sale by advertising


in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, and convey the estate so sold, to the purchaser or purchasers thereof by proper instruments of conveyance and from the proceeds of said sale, the said party of the second part or the successor of him shall first pay the costs and charges of this deed and of said sale, and then pay to the said party of the third part, and his assignee the amount of said indebtedness and all interest due thereon, and if there then shall remain any surplus on the proceeds of said sale, then the said party of the second part, shall pay the same to the said parties of the first part, and their assignee, and if the said parties of the first part shall well and truly pay the amount of said indebtedness, and all interest due thereon and the cost and charges of this Deed, then the said party of the second part, shall enter satisfaction of this deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assignee shall in writing appoint another Trustee in his place, whose acts and doings in the premises shall be as binding as if done by the said Whelan Trustee aforesaid.

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

Peter Heiser.   
 Angelina Heiser. 

State of Mississippi


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

 Given under my hand and official seal at office this 28<sup>th</sup> day  
 of September AD 1877.

O. S. Jeffrey Clerk

State of Mississippi

Madison County } Personally appeared before the undersigned Clerk  
 of the Chancery Court, of the said County, the within  
 named Angelina Heiser wife of the said Peter Heiser who in a private ex-  
 amination, separate and apart from her husband, acknowledged that  
 she signed sealed and delivered the foregoing Deed on the day and year  
 herein mentioned as her voluntary act and deed, freely, without any fear  
 threats or compulsion of her said husband.

 Given under my hand and official seal this 28<sup>th</sup> day of  
 September AD 1877.

O. S. Jeffrey Clerk

Priscilla Douglass

+ others

Pa's Deed

James A. Reid

Filed for Record October 1<sup>st</sup> AD 1877 at 3 P.M.  
 Recorded October 5<sup>th</sup> AD 1877

This Deed of Conveyance made this 22<sup>nd</sup> day of September



AD 1877. by and between Priscilla Douglass, Mary Douglass, Ellen Wright & Thomas L. Wright her husband all of Madison County, Mississippi. & Hutoka Sims and William R. Sims her husband of the City of Memphis & County of Shelby in the State of Tennessee. parties of the first part. and James A. Reid of said County of Madison, State of Mississippi of the second part. Witnesseth, that the said parties of the first part. for & in consideration of the sum of Five hundred and Nine dollars. to them in hand paid by the said party of the second part. before the sealing & delivery of these presents. have given granted, bargained, sold, aliened & conveyed & by these presents do give grant bargain sell alien & convey to said party of the second part. the following described lot or parcel of land lying & being in Canton in said County, of Madison & State of Mississippi that is to say the South half of a certain lot. or parcel of ground described in deed recorded in Book O. page 36. of the land records of said County of Madison. it being the South half the lot on which said Priscilla Douglass now resides & lying immediately West of the lane separating the same from the Presbyterian Church lot. & the lot now occupied by William R. Benthall, as a residence. and which may (that is to say said South half way) be more particularly described as follows Beginning two hundred feet from the north east corner of said entire lot on Peace Street, thence running South two hundred feet to Fulton Street, thence along Fulton Street West one hundred & three feet thence North two hundred feet. & thence East one hundred & nine feet to the beginning. To have & to hold said South half of said lot together with all the appurtenances & privileges thereunto belonging. unto the said party of the second part. his heirs & assigns forever. And said Priscilla Douglass, Mary Douglass, Ellen Wright, & Hutoka Sims. for themselves: their heirs, executors and administrators, jointly & severally covenant. & agree with said party of the second part. his heirs & assigns forever to warrant & defend the title to said South half of said lot. unto the said party of the second part. his heirs & assigns forever. against the claim of all & every other person & that the same is now free & clear of all taxes past due and all incumbrances of any kind, whatsoever.

Witness our hands & seals the day & year first herein before written.

Priscilla Douglass  
 Mary Douglass  
 Ellen Wright  
 Thomas L. Wright  
 Hutoka Sims  
 W. R. Sims

State of Mississippi }  
 Madison County } Personally appeared before me, C. D. Jeffrey  
 Clerk of the Chancery Court of said County, the  
 within named Priscilla Douglass, Mary Douglass and Thomas L. Wright and Ellen Wright his wife who severally acknowledged that they signed sealed and delivered the foregoing and annexed Deed as their own act and deed. And the said Ellen Wright upon a private examination by me made separate and apart from her said

husband, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely without any fear threats or compulsion of her said husband.

Given under my hand and seal of said Court, this 22<sup>nd</sup> day of September. AD 1877.

O. S. Jeffrey Clerk

State of Tennessee }  
City of Memphis } Commissioners Office

J. J. Mc Coleman, a Commissioner of the State of Mississippi, duly appointed by the Governor thereof, for the State of Tennessee, to reside in the City of Memphis and take the Acknowledgments and Proofs of the Execution of Deeds, or other Conveyances, or Leases and of any contract, Letter of Attorney or other writing, under seal or not, Administer oaths and take and certify Depositions Etc. to be used or recorded in said State of Mississippi do certify that on this day personally appeared before me, W. R. Sims and Rutoka Sims his wife, to me known to be the individuals named in, and who executed the annexed Conveyance, and severally acknowledged the same to be their voluntary act and deed, and the said Rutoka Sims wife of the said W. R. Sims who on a private examination made of her by me, separate and apart from her said husband acknowledged that she signed, sealed and delivered the said Conveyance on the day and year therein mentioned as her voluntary act and deed, freely without any fear threats or compulsion of her said husband.

Given under my hand and official seal at Memphis aforesaid this 28<sup>th</sup> day of September 1877.

J. J. Coleman  
Commissioner for Mississippi  
Memphis Tenn.

R. W. Hoffman and } Filed for Record October 6<sup>th</sup> AD 1877 at 10 AM.  
Louisa Hoffman } Recorded October 6<sup>th</sup> AD 1877.  
Do: Deed  
Betty Meek }

This Indenture made and entered into this 21<sup>st</sup> day of September AD 1877 between R. W. Hoffman and Louisa Hoffman his wife of the first part, and Betty Meek of the second part, all of the County of Madison State of Mississippi, Witnesseth, that said party of the first part, for and in consideration of the sum of Four hundred thirty Dollars to them in hand paid by the party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained and sold, and by these presents do grant, bargain sell, convey and confirm to the said party of the second part, her heirs and assigns forever, a certain lot or parcel of ground, situate lying and being in the City of Canton, County and State aforesaid, bounded and described as follows viz: Beginning at a stake at the intersection of Academy Street, with a street running North and South and the South Side of Academy and east side of said cross street, thence South with said cross Street two hundred feet, to Peter Froste, north West Corner, thence east with his line

100 ft. S. of O. S. to O. S. to O. S.

one hundred feet to a Stake, thence North two hundred feet to Academy Street, thence west with said Street, one hundred feet to the beginning. To have and to hold said lot or parcel of ground with the hereditaments privileges and appurtenances thereto, belonging, to her the said party of the second part, her heirs, executors, administrators and assigns forever, and the said party of the first part, for themselves, their heirs, executors and administrators covenant to warrant and defend the title to the premises aforesaid with its appurtenances to said party of the second part, her heirs &c. from and against the claim or claims of any and all persons whomsoever.

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

R. W. Hoffman  
Louisa Hoffman

State of Mississippi } ss.  
Madison County }

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

Given under my hand and seal of said Court, this 21<sup>st</sup> day of September AD 1877.

C. S. Jeffrey Clerk  
By C. N. Cuthrell S.C.

Lee Henrie M. Gehee  
vs Deeds  
Thomas Coleman  
vs Trustee &c.

Filed for Record, October 8<sup>th</sup> AD 1877 at 12.30 P.M.  
Recorded October 8<sup>th</sup> AD 1877

This Indenture made and entered into this 22<sup>nd</sup> day of June AD 1877 1876, by and between Lee Henrie M. Gehee of the County of Madison and State of Mississippi of the first part and Thomas Coleman R. L. Bennett, R. G. Lawhorn, Mrs. Johnson, Mrs. Gorton, Mrs. P. Dewers, J. A. Bennett and Thomas Cordau all of the County of Madison in said State except Thomas Cordau, who resides in the County of Choctaw in said State of the second part. Witnesses, that the party of the first part, for and in consideration of the sum of Eighteen (\$18<sup>00</sup>) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, hath given granted bargained and sold and by these presents doth give grant, bargain and sell unto the said parties of the second part, and their successors, Trustees in trust for the uses and purposes hereinafter mentioned, and declared all her right and title and interest in and to that certain tract or parcel of land lying and being in the County of Madison



and State of Mississippi more particularly described as follows, that certain tract or parcel of land in the East half of the South East quarter of Section Thirty two (32) in Township Seven (7) Range two (2) East. described by the following metes and bounds: to wit Beginning at a point on the Jackson & Canton road thirty (30) feet east of a certain Spanish-bak tree on the western side of said road and three hundred and thirty (330) feet from the Southern boundary line of said Section Thirty two (32) and running thence to a point due north  $255 \frac{2}{33}$  feet thence to a point due west  $255 \frac{2}{33}$  feet thence to a point due South  $255 \frac{2}{33}$  feet thence to a point due east  $255 \frac{2}{33}$  feet to the place of beginning containing in all one and one half acres more or less together with all and singular the tenements hereditaments and appurtenances thereto belonging. To have and to hold unto the parties of the second part, and their successors in office forever in trust for the use of the members of the Methodist Episcopal Church South according to the rules of Discipline which from time to time may be agreed upon and adopted by the ministers and preachers of said Church at their general conferences, and in further trust and confidence that they shall at all times hereafter permit such ministers and preachers of the said Methodist Church South or by the Annual Conference, authorized by the said General Conference to preach and expound Gods Holy Word in the Church edifices to be erected thereon. And the party of the first part doth by these presents warrant and forever defend the title to the said property here inbefore mentioned unto the parties of the second part, and their successors in office chosen and appointed, as aforesaid free from and against the right title or claim of all persons whomsoever, provided that when the above described land ceases to be used as a Church or white School site and the improvements put thereon are removed said land is to revert to the party of the first part and her heirs.

In testimony whereof the said party of the first part, hath here unto set her hand and affixed her seal on the day and year first above written.

Lee Kenrie McGehee 

The State of Mississippi

Hiwids County Personally appeared before me the undersigned Notary Public of the City of Jackson in and for said County and State, the above named Lee Kenrie McGehee who acknowledged that she signed, sealed and delivered the foregoing Deed as her act and deed on the day and year therein written and the purposes therein expressed.



Given under my hand and seal this 25<sup>th</sup> day of September AD 1877.

W. H. H. Green  
Notary Public

Mrs. Allie E. Snook and } Filed for Record October 9<sup>th</sup> AD 1877 at 9 am.  
 H. M. Snook her husband } Recorded October 10<sup>th</sup> AD 1877  
 To Deed of Trust  
 Geo. A. Boysett Sr. Trustee  
 To secure H. N. Hughes

R. W. Garrison } Filed for Record October 10<sup>th</sup> AD 1877 at 12 M.  
 To Quit Claim Deed } Recorded October 10<sup>th</sup> AD 1877.  
 Emma Walker

Know all men by these presents, that I, R. W. Garrison, of Madison County, State of Mississippi, for and in consideration of Twenty five Dollars cash in hand paid to me by Emma Walker, also of said County and State, have released and quit claimed, and do hereby release and quit claim unto her, the said Emma Walker, all my right, title, interest and claim in and to, that lot of ground, situated in the City of Canton, County & State aforesaid, beginning at the South Eastern corner of Lot 16 in square 8 and running East with Peace Street 10 7/2 feet; thence North 200 feet thence West 10 7/2 feet, thence South 200 feet to the beginning, and I hereby bind my heirs and assigns to the above premises.

Witness my name and seal this 9<sup>th</sup> day of October AD 1877.  
 R. W. Garrison

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

Given under my hand and official seal, at office, in Canton  
 this 9<sup>th</sup> day of October AD 1877.  
 C. S. Jeffrey Clerk

Emma Walker } Filed for Record October 10<sup>th</sup> AD 1877 at 2 P.M.  
 To Quit Claim Deed } Recorded October 10<sup>th</sup> AD 1877  
 Lizzie & Mary Ward

Know all men by these presents, that we, Emma Walker and Will Walker her husband of the County of Madison, State of Mississippi, for and in consideration of One Hundred Dollars to be paid to the said Emma Walker by Lizzie W & Mary L. Ward also of said County & State, on the first day of January 1878, with interest at 6% per annum after maturity, as evidenced by the promissory note of the said Lizzie W & Mary L. Ward all our right title interest & claim in & to the lot of ground in the City of Canton, County & State, aforesaid, beginning at the North East corner of Lot 17 in square 8 & running east with Centre Street 10 7/2 feet, thence South 200 feet, thence West 10 7/2 feet, thence North 200 feet to the beginning, reserving to the said Emma Walker the usual vendor lien on said lot, as security for the payment of the One Hundred Dollars above recited.

Witness our names & seals this 9<sup>th</sup> day of October 1877

W. C. Walker *Recd*  
 Emma Walker *Recd*

State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 the within named W. C. Walker, who acknowledged that he sign-  
 ed sealed and delivered the within and foregoing instrument  
 on the day and year therein mentioned as his act and deed, and also  
 on the same day appeared before me Emma Walker, the wife of  
 said W. C. Walker, who in a private examination, separate and  
 apart from her said husband, acknowledged that she signed  
 sealed and delivered the within and foregoing instrument as her  
 voluntary act and deed, freely, without any fear, threats or com-  
 pulsion of her said husband.

Given under my hand and seal this 9<sup>th</sup> day of October  
 AD 1877.

Singleton Garrett J.P. *Recd*

R. W. Garrison } Filed for Record October 10<sup>th</sup> AD 1877 at 2 P.M.  
 Do } Quit Claim Deed. } Recorded October 10<sup>th</sup> AD 1877  
 Lizzie and Mary Ward. }

Be it known that I, R. W. Garrison of Madison  
 County, State of Mississippi, for and in consideration of Twenty five  
 Dollars cash paid to me by Lizzie W. & Mary L. Ward also of said County  
 & State, have released and quit claimed, and do hereby release and quit-  
 claim unto them the said Lizzie W. & Mary L. Ward, all my right  
 title, interest and claim in and to that lot of ground situated in  
 the City of Canton, County and State aforesaid, commencing at the  
 N.E. Corner of Lot 7 in square 6 & running thence East with Centre  
 Street 107 1/2 feet, thence South 200 feet, thence West 107 1/2 feet thence  
 North 200 feet to the beginning.

Witness my name and seal this 9<sup>th</sup> day of October 1877.  
 R. W. Garrison. *Recd*

State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Clerk of the Chancery Court of said County, the  
 within named R. W. Garrison, who acknowledged that he signed  
 sealed and delivered the foregoing Deed, on the day and year mention-  
 ed as his act and deed.

*Recd* Given under my hand and official seal, at office, in Canton this  
 9<sup>th</sup> day of October AD 1877.

O. S. Jeffrey Clerk

Lucy B. and W. O. Baldwin } Filed for Record October 13<sup>th</sup> AD 1877 at 10 am.  
 Do } Deed } Recorded October 15<sup>th</sup> AD 1877  
 Wm. O. Leary }

Know all men by these presents, that this Indenture made  
 and entered into this the Ninth day of December AD Eighteen hundred and  
 Seventy Six, by and between Lucy W. Baldwin and W. O. Baldwin her hus-  
 band of the first part and William O. Leary (Colored) of the second part,  
 all of the County of Madison and State of Mississippi, Witnesseth, That

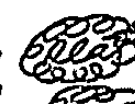
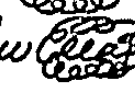


Notaried in full this 17th day of June AD 1877

W. O. Baldwin

for and in consideration of the sum of Two Hundred and Fifty Dollars in cash, and the execution and deliverance of a note for the sum of One Hundred and forty-five dollars payable January first, eighteen hundred and Seventy eight (1878) paid and given to said first by said second party, said first parties have this day bargained sold, aliened and conveyed, and do by these presents bargain sell, alien and convey unto said second party, the following described lot or parcel of ground, lying and being in the City of Canton, County of Madison and State of Mississippi Viz: (Beginning on Peace Street at the North West Corner of a lot or Lots of ground, conveyed by Mary E. Rucker and Wm W. Rucker her husband, to the parties of the first part (Lucy W & W. O. Baldwin) running thence east twenty five feet, on Peace Street, thence south Two Hundred feet more or less, thence west twenty five feet, thence North Two Hundred feet more or less to the beginning, to have and to hold the said lot of ground unto him the said William O'Leary (old) and his heirs or assigns forever. But it is hereby understood and agreed that the vendors lien for the sum of One Hundred and Forty five dollars in favor of the said first parties, is hereby expressly reserved for the payment of the said sum and note before mentioned, and the said first parties, do hereby covenant to and with said second party, that they will forever warrant and defend the title to said lot of ground, that it is good, and the property without encumbrance of any kind, unto him the said second party and his heirs or assigns forever, free from all claims of any kind or person whatsoever.

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

W. O. Baldwin   
 Lucy W. Baldwin 

The State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Justice of the Peace of said County W. O. Baldwin who acknowledged that he signed, sealed and delivered the foregoing and annexed deed, as his own act and deed, also appeared Lucy W. Baldwin who upon a private examination by me made separate and apart from her said husband acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, freely without any fear, threat or compulsion of her said husband on the day and year therein named.

Given under my hand and seal, this the 9th day December AD 1876.

David Milton J.P. 

Margaret McKie } Filed for Record October 16th AD 1877 at 11:45 am.  
 and M. J. McKie } Recorded October 17th AD 1877  
 J. J. Deeds  
 W. H. Powell }

This Indenture made this 20th day of August, 1877, between Margaret McKie & M. J. McKie parties of the first part, and W. H. Powell

party of the second part, all of Madison County, & State of Mississippi  
 Witnesseth: that said parties of the first part for & in consideration of the  
 sum of Five Hundred Dollars to them in hand paid by the said party  
 of the second part at or before the sealing & delivery of these presents  
 the receipt whereof is hereby acknowledged, have granted bargained  
 sold aliene & conveyed and by these presents do grant bargain sell  
 aliene & convey unto the said N. H. Powell his heirs and assigns forever  
 an undivided half of that piece or parcel or tract of land lying  
 & being in said County & State & described as follows. N<sup>W</sup>/<sub>4</sub> of N<sup>E</sup>/<sub>4</sub>  
 & N<sup>E</sup>/<sub>4</sub> of S<sup>W</sup>/<sub>4</sub> & N<sup>W</sup>/<sub>4</sub> & N<sup>1/2</sup> of N<sup>E</sup>/<sub>4</sub> Section 22. & S<sup>1/2</sup> of S<sup>1/2</sup> of  
 N<sup>E</sup>/<sub>4</sub> Section 21. and N<sup>1/2</sup> of S<sup>W</sup>/<sub>4</sub> & S<sup>W</sup>/<sub>4</sub> of N<sup>W</sup>/<sub>4</sub> Section 15.  
 also lots 4 & 8 in Section nine 9. all in Township 9. Range one  
 West. Less N<sup>1/2</sup> of S<sup>1/2</sup> of S<sup>1/2</sup> of N<sup>E</sup>/<sub>4</sub> Section 21. N<sup>1/2</sup> N<sup>1/2</sup> of N<sup>1/2</sup>  
 of N<sup>W</sup>/<sub>4</sub> Section 22 & 10 acres being S<sup>1/2</sup> of S<sup>1/2</sup> of N<sup>1/2</sup> of N<sup>1/2</sup> of  
 S<sup>W</sup>/<sub>4</sub> Section 15 in same Township & Range as above, all in Mad-  
 ison County & State of Mississippi. To have & to hold the same to-  
 gether with all & singular the tenements, hereditaments and appur-  
 tenances thereto belonging, or in any wise appertaining unto the said  
 N. H. Powell his heirs & assigns forever, and the said parties of the  
 first part for themselves & their heirs & legal representatives, the  
 said premises above described in the quiet & peaceable possession  
 of the said N. H. Powell his heirs & assigns against the said parties  
 of the first part, their heirs & assigns & legal representatives & against  
 all & every person whomsoever lawfully claiming or to claim, the  
 same, shall & will warrant & by these presents forever defend.

In Witness whereof, the parties of the first part, have here-  
 unto set their hands & seals on the day & year first above  
 written.

Mo. J. McKie  
 Margaret McKie

State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Mayor of the City of Canton and Ex officio J. P.  
 in and for said County & State the within named M. J. McKie  
 who acknowledged that he signed, sealed and delivered the fore-  
 going instrument on the day and year therein mentioned as his own  
 act and deed and for the purposes therein expressed, also came Mrs  
 Margaret McKie wife of M. J. McKie who on a separate & private ex-  
 amination apart from her husband acknowledged that she signed seal-  
 ed and delivered the foregoing instrument as her own act and deed  
 and for the purposes therein expressed without fear threats or compul-  
 sion from her said husband, but of her own free will.

Given under my hand and official seal this 27<sup>th</sup> day  
 August 1877.

*[Signature]*

Robt. Powell  
 Mayor J. P.


Mollie McKie and } Filed for Record October 20<sup>th</sup> AD 1877 at 10 am.  
 N. W. McKie } Recorded October 20<sup>th</sup> AD 1877  
 J. W. Seed }  
 J. W. Muger }

This Indenture made and entered into this the 5<sup>th</sup> day of October 1877 between Mollie McKie and N. W. McKie parties of the first part and Dr. J. W. Muger party of the second part. Witnesseth that the said parties of the first part for and in consideration of the sum of Six hundred dollars, Four hundred dollars of which is this day paid in hand and a note for the remaining Two hundred, bearing even date, with this instrument is executed with ten per cent. have bargained sold and by these presents do grant bargain sell and confirm unto said party of the second part, his heirs and assigns forever, the following described lands situated in the County of Madison and town of Sharon, all in the State of Miss. to wit: a house and lot said lot containing twenty one acres bounded as follows: North by the lands of Joseph Richards, East by the lands of Female College, South by the Public road or Street, West by the public road leading to Drake Creek, with all the appurtenances thereof, except the land and appurtenances deeded to Mrs. D. B. Thomas recorded in Book G. C. page 572, also the following described land in the County of Madison, town of Sharon and State of Miss. to wit, commencing at the South west corner of Section thirty one at a hickory tree and running North 40<sup>o</sup>00 links thence east 2306 links, thence South 107 1/2<sup>o</sup> degrees West 1100 links, thence 700 links, thence South 17<sup>o</sup> degrees West 1550 links, thence west 920 links, thence South 12 1/2<sup>o</sup> East 760 links, thence west 760 links to the above mentioned Hickory tree as a starting point, containing in all Sixty four and forty eight hundreds acres, less Six acres off east side of said described lands, and less two acres off west side, now occupied by Isaac and Flora Rabb. Also the following described land situated in the County of Madison & State of Miss. to wit, commencing at the South West corner of Section thirty one, Township Ten, Range Four East, and running North eight hundred and eighty yards, thence west three hundred and one yards, thence South eight hundred and eighty yards, thence east three hundred and one yards to the beginning, less 12 acres out of said South West Corner, Section thirty one, Township Ten, Range 4 East, less twenty five acres situated on left of Stump bridge road, joining the land of J. C. Richard, also the following described land, eight acres out of the South end of N 1/2 NW 1/4 Section 31, Township 10, Range 4 East. To have and to hold said lands with all appurtenances to said party of the second part, his heirs and assigns, and the said parties of the first part, do covenant with said party of the second part, that they will warrant and defend the same to him, his heirs or assigns free from and against the right title or claims of themselves or their heirs and of any person whatsoever, and the said parties of the first part, do hereunto affix their names and seals on the day and date above written.



Mollie McKie   
N. W. McKie 

State Mississippi }  
Madison County } Personally appeared before the undersigned  
Mayor of the City of Canton and ex officio  
Justice of the Peace in and for said County & State the within  
named N. W. McKie who acknowledged that he signed, sealed and  
delivered the foregoing instrument as his own act and deed on the  
day and year therein mentioned and for the purpose therein ex-  
pressed, also personally came before me the undersigned Mayor & J. P.  
Mrs. Mollie McKie wife of N. W. McKie who on a private examina-  
tion separate and apart from her said husband acknowledged that  
she signed, sealed and delivered the foregoing instrument on the day  
and year therein mentioned without fear, threats, intimidation or  
compulsion from her husband, and of her own free will and accord  
as her act and deed and for the purpose therein expressed.


In testimony whereof I have hereunto set my hand and  
 official seal this 6<sup>th</sup> day of October AD 1877.

Robt. Powell  
Mayor & J. P.

J. A. P. Campbell } Filed for Record. October 22<sup>d</sup> AD 1877 at 11 am  
Do's Deed of Gift. } Recorded. October 23<sup>d</sup> AD 1877.  
R. B. Campbell }

Know all that in consideration of love and by  
way of an advancement, I have given and do now convey to my  
son Robert B. Campbell that land in Canton in Madison County,  
Mississippi, conveyed to me by G. B. Campbell on the 19<sup>th</sup> day of Aug-  
ust 1874, for Five hundred dollars, and bounded on the North by  
the Catholic Church lot, on the west by the Fowler lot, on the  
South by Peace Street and on the East by G. B. Cochran's lot, and  
fronting one hundred and twenty feet on said Peace Street and run-  
ning North from said Street two hundred feet To have and to hold  
to him, the said R. B. Campbell and to his heirs and assigns forever.


Witness my hand and seal this 19<sup>th</sup> October 1877.

J. A. P. Campbell 

State of Mississippi }  
Hinds County }

Personally appeared before me W. W. Chalumers  
a Judge of the Supreme Court of said State the above named  
J. A. P. Campbell who acknowledged that he signed, sealed and  
delivered the foregoing deed as his act and deed on the day and year  
therein mentioned.

Given under my hand this 20<sup>th</sup> day of October AD 1877

W. W. Chalumers   
Judge Sup. Court.

State of Mississippi } Filed for Record October 24<sup>th</sup> AD 1877 at 10 am  
 For Deed } Recorded October 24<sup>th</sup> AD 1877  
 Mrs. C. N. H. Russell } State of Mississippi

This Indenture, made and entered into this, the 18<sup>th</sup> day of September AD 1877, between the State of Mississippi, of the first part, and Mrs. C. N. H. Russell, of the second part. Witnesseth: That whereas, there was sold on the 3<sup>d</sup> day of January AD 1876, to the State of Mississippi, for taxes due the State, the following tract of land, to-wit:

Division of Section	Section	Township	Range	Acres
Q 1/2 of Q 1/2	21	12	46	160

Situated in Madison County, containing One Hundred and Sixty Acres more or less. And whereas, the said party of the second part desires to purchase said tract of land under the provisions of an Act of the Legislature, entitled, an Act in relation to Public Revenue, and for other purposes, approved April 15<sup>th</sup> 1876, and has this day applied to purchase the said land, and paid the sum of Fourteen Dollars and Seventy three cents. Now in consideration of the Premises, and the amount paid to the State of Mississippi, in accordance with the statutes of the State, the State of Mississippi has this day bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the said party of the second part, her heirs and assigns forever, the aforesaid tract of land, as above described, to have and to hold the same to said party of the second part her heirs and assigns forever. The State of Mississippi hereby warrants the title to said lands according to the Statute in such cases made and provided, and not otherwise.

In testimony whereof, these presents are signed, sealed and delivered in the name of the State of Mississippi by W. H. Gibbs Auditor of Public Accounts, who has hereto subscribed his name and affixed his seal of office this the 18<sup>th</sup> day of September AD 1877 at the City of Jackson.

W. H. Gibbs  
 Auditor of Public Accounts

The State of Mississippi }  
 Wanda County } Personally appeared before the undersigned,  
 W. H. Gibbs Auditor etc. who acknowledged that  
 he signed sealed and delivered the above Deed as Auditor of Public  
 Accounts for the purpose therein set forth.

GIVEN under my hand and seal of office this the 18<sup>th</sup> day of September AD 1877.

John McGill  
 Mayor of Jackson and  
 Ex. Officer Justice of the Peace

John Newell.  
 J. B. Alexander.  
 N. O. St. L. and C. R. R. Co.  
 S. R. R. Co.  
 Messrs. Cent. R. R. Co.  
 and G. R. Hill  
 Jos  
 William B. Osborn  
 Lewis S. Dimonds  
 Benjamin F. Ayer  
 Constantine Menelas  
 William A. Gordon  
 John Dunn  
 Jos Deed  
 Mississippi Central  
 R. R. etc

Filed for Record October 29<sup>th</sup> AD 1847  
 at 8 45 a.m.  
 Recorded October 29<sup>th</sup> AD 1847.

This Indenture executed by John Newell of the State of Illinois and Junius B. Alexander of the State of New York of the first part. The Mississippi Central Rail Road Company, The Southern Rail Road Association and The New Orleans St Louis and Chicago Rail Road Company of the second part William B. Osborn, Lewis S. Dimonds, Benjamin F. Ayer, Constantine Menelas, William Alexander Gordon and John Dunn of the third part and G. R. Hill, Special Master in Chancery of the Circuit and District Courts of the United States hereinafter mentioned of the fourth part. Witnesseth. That whereas The Mississippi Central Rail Road Company, a corporation existing under the laws of the States of Mississippi, Tennessee and Kentucky, and the Southern Rail Road Association, a corporation existing under the laws of the States of Tennessee and Mississippi, did execute a mortgage or deed of Trust under authority from these States, respectively bearing date the first day of May 1842, by which the said corporations granted and conveyed the dominion and estate, right and claim of the said corporations, in perpetuity, to John Newell, Junius B. Alexander and Edmund J. Forrest, the survivors and successors of them, over and to the Rail Road of the said corporations within and from the town of Canton in the State of Mississippi, and within the States of Mississippi and Tennessee to and within the town of Jackson in the State of Tennessee, and do proposed extension therefrom to the left bank of the Ohio river near Cairo Illinois, with all the franchises of the Mississippi Central Rail Road Company, all lands, rail road tracks, sidings, rights and privileges, Station houses and grounds, depots and depot grounds, machine shops and machinery used in or in connection therewith, engines, cars, rolling stock, and apparatus of every description, used in connection with said Rail Road, and all that thereafter should be acquired in any manner in the continuance of the said Road to the Ohio river and its operation whatsoever, including and intending to include all of its real and personal estate and franchises, then owned or to be acquired without exception or reservation, and including and intending to include all that part of said Rail Road from the town of Jackson, in the State of Tennessee, to the Kentucky line, and from thence to Pillmore, in the State of Kentucky, as now constructed, together with all the franchises and property real and personal of the said Corporations in the State of Kentucky whatsoever.

And Whereas, the said Mortgage, The Mississippi Central Rail Road Company

Recites that  
 this deed is  
 a mortgage



and the Southern Rail Road Association, did then and thereby agree-  
 vant with the said Newell, Alexander and Forstall, and the surviv-  
 ors and successors of them, to make, execute and deliver all and  
 every conveyance, assurance or transfer for the better and more effec-  
 tually vesting and confirming in them, and their successors, the prin-  
 cipal and real and personal estate granted or intended to be granted  
 to them by said deed of Trust aforesaid; And Whereas, the con-  
 veyance aforesaid, and the covenants therein did and were designed to  
 create a mortgage lien and incumbrance on all of the said Rail  
 Roads and their appurtenances and all the rights, estates, interests  
 and real and personal property as aforesaid, to secure the payment by  
 the terms thereof of an uniform series of Bonds of the same date  
 as the deed aforesaid all of one thousand dollars each, with coupons  
 for semi-annual interest of thirty five dollars each attached, pay-  
 ble on the first day of January and July of every year until the  
 first day of January, 1912, in gold coin, and with the condition  
 to be void if the same was faithfully paid, but on the contrary  
 if there was a continuing default for six months either in the  
 payment of the principal or interest then the said Newell, Alexander  
 and Forstall, or the survivors, upon the requirement of the holder  
 of One hundred Bonds described in the deed might take meas-  
 ures for the enforcement of the trusts of the deed as a security,  
 according to its terms, all of which fully appears in the Origin-  
 al Deed of Trust executed by the Mississippi Central Rail Road  
 Company and the Southern Rail Road Association on the first  
 day of May 1872, to said Newell, Alexander and Forstall afore-  
 said, and which, so registered in the Registers office in the sever-  
 al counties in Mississippi, Tennessee and Kentucky, through or in  
 which said Rail Road is constructed. And Whereas, after the  
 making and delivery of the Deed aforesaid and the issue of above  
 three thousand of the bonds described, to wit, in the year 1874, the  
 said Mississippi Central Rail Road Company, with the express consent  
 of the Southern Rail Road Association under authority granted by  
 the State aforesaid, was consolidated with the New Orleans, Jackson  
 and Great Northern Rail Road Company and the two corporations conducted  
 their business under the name of the New Orleans, St. Louis and Chicago  
 Rail Road Company, which assumed their several obligations and duties  
 and the said several corporations did omit and refuse to pay the coupons  
 of interest which became due on the Bonds mentioned in the said  
 deed on the first day of November 1874, and the default arising from  
 said failure and refusal, as well as from the failure and refusal to pay  
 the coupons of interest on said Bonds which matured on the 1<sup>st</sup> of May  
 1875, continued for more than six months from those dates severally, and  
 the holder of more than two thousand four hundred and twenty of said  
 Bonds did require the said John Newell and Junius B. Alexander the sur-  
 viving Trustees (Edward J. Forstall being dead) to proceed to foreclose the  
 said Mortgage and to enforce the trusts and covenants in the said  
 deed for the disposition of all the rights, estates and claims therein,  
 for the purpose of obtaining the payment of the debt fully set forth  
 therein, and the said John Newell and Junius B. Alexander survi-  
 ving trustees as aforesaid, pursuant to the requirement of the bond-

To secure mort-  
 gage bonds

consolidated  
 with N. O. & G. N. - who  
 assumed the debt

and performed their  
 obligations & trust

holder, did institute a suit in the Circuit Court of the United States for the Southern District of Mississippi at Jackson Mississippi, in connection with the Illinois Central Rail Road Company (one of the bondholders) on the 6<sup>th</sup> day of March 1876, against the Mississippi Central Rail Road Company, the Southern Rail Road Association, the New Orleans St. Louis and Chicago Rail Road Company and others, to enforce the trusts aforesaid and did move in said Court for the appointment of a receiver and an injunction which were granted on the 11<sup>th</sup> day of March 1876, and the said Junius B. Alexander as Receiver so appointed as aforesaid did take possession of the said Rail Road in Canton Mississippi, and from thence through the States of Mississippi and Kentucky to Tellusora Kentucky, with all of the extensions thereof with the rights of way all lands that were owned at the date of the deed, or which had been acquired, and the property, franchises, rights, appurtenances, depots, cars, locomotives, shops, machine shops, fixtures, utensils, and real and personal property of said Rail Road Company (except that portion of said Rail Road and its equipment lying within the State of Tennessee which he was authorized by said decree to take charge of also, but was prevented by the fact that the State of Tennessee on account of a default of said Company to said State in the payment of interest and sinking fund, upon the amount of State Bonds issued to said R. R. to build and repair the same, had previous to his appointment taken possession thereof by its receiver, to be held until said interest and sinking fund should be paid, and the said Receiver (with the exception aforesaid) retained all of said property in custody to abide the order of the Court in the said cause until the final decree in the same and by the decree rendered at the regular term of said Court on the 22<sup>d</sup> day of December 1876, the Court declared and decreed that the said deed was a valid and operative conveyance of the property and estates therein described and set forth by the said corporations in the deed aforesaid and confirmed the title of the said Newell and Alexander Trustees as aforesaid therein, and that the said defendants had broken the conditions of the deed and that the plaintiffs were entitled to a decree according to the prayer of the Bill for the sale of said property and estates so as to provide for the payment of the interest found to be due, and the Court ordered that unless the defendants should pay said past due interest amounting to Four hundred and sixty two thousand nine hundred and eighty nine  $\frac{03}{100}$  dollars in gold coin of the United States, and the costs of the suit, on or before the 15<sup>th</sup> of January 1877 then that the said plaintiffs Newell and Alexander under the direction of the master of this Court appointed for the cause, might proceed to advertise the property for sale in the manner specified in the decretal order of this Court as aforesaid at a day to be designated by the master in the City of Jackson, in the State of Mississippi, before the door of the Court House of the Circuit Court of the United States between the hour of noon and three o'clock P.M. of such day and the said John Newell and Junius B. Alexander carrying trusts as aforesaid and the Illinois Central Rail Road Company in March 1876, commenced three several ancillary suits against the same corporations, the one in the District Court of the United States for the Northern District of Mississippi at Oxford, another in the Circuit Court

May answer  
 whether suit  
 & Receiver of  
 property

sum of  
 \$100,000

of the United States for the District of West Tennessee, at Memphis and the third in the Circuit Court of the United States for the District of Kentucky at Paducah Ky. for the same cause of suit and to obtain the same relief as in the cause before mentioned, and the said Courts each made the same orders and directions of sale as are contained in the aforesaid decree, and that it should be conducted in the same manner as to time, place, notice, and superintendance adopting the said decree in its several dispositions.

And Whereas, the said John Newell and Junius B. Alexander surviving trustees as aforesaid under the directions and superintendance of the said Master G. R. Hill did advertise the said property in the manner following to-wit: Circuit Court of the United States for the Southern District of Mississippi. John Newell and J. B. Alexander, surviving trustees v. C. and the Illinois Central Railroad Company vs. Mississippi Central Rail Road Company, New Orleans St. Louis and Chicago Railroad Company, Southern Railroad Association and others, under and by virtue of the power and authority conferred by the Circuit Court of the United States for the Southern District of Mississippi in a decree rendered in the above entitled cause on the 22<sup>nd</sup> of December 1876, and also by virtue of a decree of the United States Court for the Western District of Tennessee between the parties aforesaid and others, rendered on the sixth day of January 1877, and by virtue of a decree entered on the fifth day of January 1877, in the Circuit Court of the United States for the District of Kentucky, at Paducah between the parties aforesaid and by virtue of a decree entered in the District Court of the United States for the Northern District of Mississippi between the above named parties and others on the seventeenth day of January 1877, and under and by virtue of the terms of the deed of trust established in said decrees as made by the Mississippi Central Railroad Company in favor of Edmund J. Forstall John Newell and Junius B. Alexander, their successors and assigns, bearing date the (1<sup>st</sup>) first day of May 1872, and to provide for the payment of the debts therein described, we the undersigned surviving trustees will sell at public Auction to the highest bidder, under the superintendance and direction of G. R. Hill, Special Master in the above entitled causes, as provided and directed in the said decrees, the entire property embraced in the said deed of trust, at the City of Jackson Miss. before the door of the Court House of the Circuit Court of the United States in Jackson Miss. between the hours of noon and 3 o'clock P. M. on Thursday the twenty third (23<sup>rd</sup>) day of August AD 1877, the property described in the said decree and deed of trust aforesaid, being the railroad of the said Corporation (the Mississippi Central Railroad Company), and of the New Orleans, St. Louis and Chicago Railroad Company, commencing in the City of Canton in the State of Mississippi and Tennessee to Jackson Tennessee, and its extension therefrom through Tennessee and Kentucky to the left bank of the Ohio River opposite Cairo Ill. with all the extensions and branches thereof, with all the franchises of the said Mississippi Central Railroad Company, including the franchises existing at the date of said deed of trust aforesaid, as

Sale advertised  
 to be 23<sup>rd</sup> Aug  
 1877



well as those acquired by any subsequent legislation or otherwise, and the franchises for uniting, connecting and consolidating with other corporations, together with all of the lands, railroad tracks, sidings, rights, privileges and immunities, station houses and grounds, depots and depot grounds, machine shops and machinery used in or in connection with the same, all engines, cars, rolling stock and apparatus of every description used on or in connection of said railroad, or which has been acquired, and all the stock of said corporation or its successor remaining unsold or held for said corporation, and all the repair shops, business houses, offices, buildings and furniture, fuel and all materials used for the operation and business of the road, car houses, freight houses and all lands, and all and every other kind and description of rights, powers, privileges, immunities, titles, legal and equitable and property of all kinds covered by said deed of trust aforesaid, with the power to operate said road and to collect the income, rents and tolls therefrom and all the right, title and estate of the said corporation and its assigns as fully as the same are granted in the deed of trust aforesaid or the decrees of the Courts aforesaid. The Sale of said property to be made in bulk for cash to the highest bidder at the time of sale, the right of the bond holders to purchase the said property is reserved in the decrees.

G. R. Hill  
Special Master.

John Newell  
Junius B. Alexander  
Surviving Trustees

A. B. Inventories of the property as far as ascertained have been filed in the United States Circuit Court at Jackson Miss aforesaid, which can be seen on application to the Clerk of said Court, and said advertisement was published daily from the 11<sup>th</sup> day of June 1877, until the day of sale, in the Jackson Times a newspaper published in Jackson, Mississippi, and three times a week in the New York "Tribune" and "World" papers published in the City of New York, and in the New Orleans Times published in New Orleans Louisiana, for eight weeks from the 11<sup>th</sup> day of June 1877, and on the day of sale to-wit: on the 23<sup>rd</sup> of August 1877, between the hours aforesaid, the said property and franchises were offered for sale to the highest bidder in bulk for cash in the presence and under the superintendance of the master aforesaid and in the presence of the Solicitor of the Trustee, and in compliance with the terms of the said decrees, and at the Sale William H. Osborn, Lewis O. Dimonds, Benjamin F. Ayer, Constantine Menelas, William Alexander Gordon and John Dumas a purchasing Committee appointed by the holder of a majority of the Bonds were the highest bidder and the said property and franchises were adjudicated to the said parties for the sum of Four hundred and Twenty five thousand dollars at the said Sale. Now these presents witnesses, that under the power and authority granted to them by the terms of the decree on the 22<sup>d</sup> of December 1876, aforesaid, and under the powers conferred by the deed and under all the powers vested in them by each of the said several decrees at Oxford, at Memphis and at Paducah aforesaid in said Ancillary suits between the said parties, and for the same cause, and in which, decrees

to the same effect, and the same directions made to the said Trustee, and upon the consideration of the payment made by the said parties of the third part, in conformity with the said decree, We the said John Newell and Junius B. Alexander the parties of the first part do grant, bargain, sell, alien and convey to the said parties of the third part, and the survivors of them in fee simple all the Rail Road of the Mississippi Central Rail Road Company within the town of Canton in the State of Mississippi and from thence to and within the town of Fillmore in the State of Kentucky including the whole line of said Rail Road in Mississippi and Tennessee and Kentucky, with all of its extensions, branches, side-tracks and spurs thereto made or authorized to be made, in either of said States, with all of its rights of way, lands, property, franchises, rights and appurtenances with the buildings, structures and improvements in the same, or pertaining thereto, and all and singular the cars, locomotives, engines, water houses, depots, machine shops and machinery, fixtures, utensils and effects of every kind, nature and description, in use upon said Rail Road, or in any wise connected with or belonging thereto, and all the real and personal estate and franchises whether owned or acquired at the date of the said Deed of Trust on the 1<sup>st</sup> day of May 1872, or since that day and subject to the terms of the said Deed of Trust and the covenants therein for further assurance and conveyance, and including the franchise to be a corporation and to form a connection with other Rail Road Companies and especially the property, estate, right and interests in all the property embraced in the inventories filed by the Receivers in the Circuit Court of the United States in and for the Southern District of Mississippi, a portion of which is set out in Schedule A, attached to this deed including herein also all and any right, title, claim and interest which the Southern Rail Road Association had at the time of the execution of said Deed of Trust, or has since acquired, in and to any of the property or franchises or rights herein intended to be conveyed, and also all the right title, claim and interest we derive from the said Deed of Trust and the decrees of said Courts to any property whatsoever whether real or personal. So have and to hold to them the said parties of the third part, (to wit) William B. Ostrom, Lewis O. Simonds, Benjamin F. Ayer, Constantine Menelas, William Alexander Gordon and John Dumas and the survivors of them in full property and dominion to them and their heirs. And the said parties of the third part do accept the said deed of conveyance and transfer from the said John Newell and Junius B. Alexander, and all the rights, estates interest claims and property movable and imovable upon the terms and conditions they have declared in the said deed. And the parties of the second part, the Mississippi Central Rail Road Company, the Southern Rail Road Association and the New Orleans St. Louis and Chicago Rail Road Company parties to the suits in the United States Courts aforesaid and to the decrees therein mentioned, and acknowledging their obligations under the terms of the said decrees and of the deed of Trust herein recited and identified and the covenants and stipulations in the said deed to make further assurances

Subscriptions of  
Property

Witnessed by  
AC N

and conveyances to give effect to the said deed of trust do ratify and confirm and forever release and quit claim to the said parties of the third part. William H. Ostrom, Lewis C. Simonds, Benjamin F. Ayer, Constantine Menelas, William Alexander Gordon and John Olum all of the Rail Roads, extensions of rail roads and their appurtenances and all the rights to property, whether real or personal hereinbefore mentioned and all of the franchises and privileges embraced in the said deed as fully and particularly as they have been conveyed in this deed by the parties of the first part and I the said U. S. R. Bill, Special Master appointed by the United States Courts aforesaid in the cause aforesaid, do hereby certify and declare that the sale ordered to be made by the Courts aforesaid was conducted under my superintendance and according to the terms of the decree and that the Solicitor of Plaintiffs was present and that the same was made pursuant to all the directions of the Court, and that the parties of the third part were duly and properly adjudicated to be the purchasers and have complied with all the terms and conditions of the sale by the adjustment of the price, without detriment however to the rights of the holders of securities issued and validly existing under the prior mortgages described in the deed of trust, and to the Statutory mortgage and lien of the State of Tennessee as set forth in the decretal order of the Court, authorizing and directing the sale aforesaid.

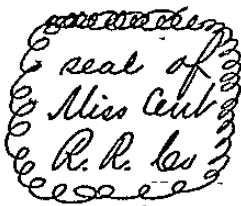
In Witness whereof the said several parties of the first, third, and fourth parts have hereunto subscribed their names and affixed their seals, and the said parties of the second part, have caused their respective corporate seals to be hereunto affixed and these presents to be signed by their respective Presidents and Secretaries, this the eleventh day of September in the year of our Lord one thousand eight hundred and Seventy Seven.

In presence of  
William H. Clarkson  
Charles Nettleton

John Newell  
J. B. Alexander



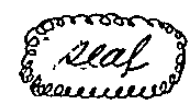
In presence of  
C. H. Stocker  
P. A. Bonnard



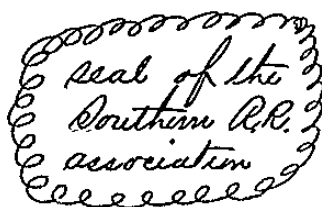
A. M. West Pres.  
Miss Cent R. R. Co



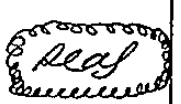
R. P. Neely Secy  
Miss Cent R. R. Co.



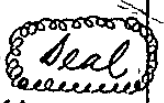
In presence of  
S. H. Edgar  
Wm J. Maurice



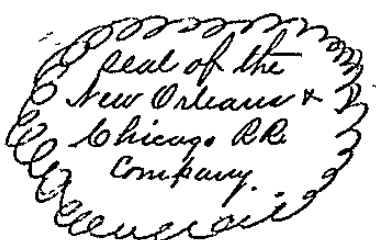
H. S. McComb Pres.  
S. R. R. Association



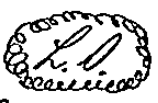
Wm Calhoun Secretary  
Southern Railroad Association



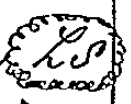
In presence of  
S. H. Edgar  
Wm J. Maurice



H. S. McComb Pres.  
N. O. St. L. & C. R. R. Co.



Wm Calhoun Secretary  
New Orleans, St. Louis & Chicago Railroad Company

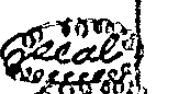
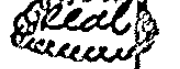





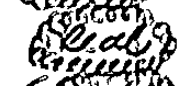
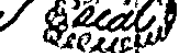
In presence of  
Mrs J. Maurice  
N. E. Ruttan

W. H. Osborn 

In presence of  
P. A. Bayne  
Norman Hall

B. F. Ayer   
Jno. Deane 

Sam. C. Lane  
A. S. Fairfield

L. E. Dimonds   
C. Menelas   
W. Alex Gordon 

Attest P. A. Bonard  
Attest C. H. Stocker

In presence of  
E. J. H. Gibson  
Ed. P. O'Keefe

G. A. Hill   
Special Master

I certify that the erasures made in red ink on page 3. from line 26 to line 32 inclusive, and on pages 4, 5, 6 and 7, and on page 8 from line 1 to line 8 inclusive and on page 16. from line 7 to line 20 inclusive, and on page 58 from line 1 to 6 inclusive, of the Schedule hereto annexed, were made by me prior to the execution of this deed, by W. S. McComb, President and pursuant to the terms of the following telegram from O. C. Walthall to W. S. McComb.  
W. S. McComb

Sept. 14<sup>th</sup> 1877

Autrees will telegraph Hill to strike out Torrance lands and land in Holmes conveyed by West upon your agreeing that the question may be submitted to the Court whether they ought to be included and to strike out Dupoyster deeds absolutely  
O. C. Walthall

The same in substance being confirmed by James Autrees.  
Sept. 18<sup>th</sup> 1877.

G. A. Hill  
Special Master

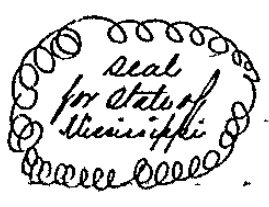
State of New York  
City and County of New York

} ss.

Be it remembered that on this eleventh day of September in the year of our Lord one thousand eight hundred and Seventy Seven before me Charles Nettleton a Commissioner of the State of Mississippi resident in said City of New York duly commissioned and qualified by the Executive authority and under the laws of the said State of Mississippi to take the acknowledgment and proof of deeds or other conveyances to be used or recorded in the State of Mississippi, and also a Commissioner of the State of Tennessee resident in the said City of New York appointed by the Governor of the State of Tennessee and duly commissioned and qualified under the laws thereof to take the acknowledgements and proof of deeds or other conveyances to be used or recorded in said State of Tennessee, and also a Commissioner of the State of Kentucky duly commissioned and qualified by the Executive authority and under the laws of said State of Kentucky to take the acknowledgment and proof of deeds and other conveyances to be used or recorded in said State of Kentucky, came John Newell personally known to me to be the identical person of that name who as one of the parties of the first part executed the foregoing

Instrument and is therein described as one of the surviving Trustees who being by me duly sworn did depose and say that he resided in the said City of Chicago, County of Cook, State of Illinois and acknowledged that he signed, sealed and delivered the said instrument as his voluntary act and deed for the consideration, uses and purposes therein expressed, on the day and year therein mentioned, and also at the same time and place before me Commissioner as aforesaid for each of the States aforesaid, resident and duly commissioned and qualified as aforesaid came Junius B. Alexander, personally known to me to be the individual named in and who executed the foregoing instrument as one of the parties of the first part described in the said instrument, and is therein described as one of the surviving Trustees who being by me duly sworn did depose and say that he resided in the City of New York, County of New York and State of New York and acknowledged that he signed, sealed and delivered the said instrument as his voluntary act and deed for the consideration, uses and purposes therein expressed, on the day and year therein mentioned

In Witness whereof, I have hereunto set my hand and also hereto affixed my official seals as Commissioner for each of the States aforesaid, at my office in New York City in the County of New York and State of New York the day and year above written.



Charles Nettleton  
Commissioner for the State of Mississippi, resident in the City of New York in the State of New York.

Charles Nettleton  
Commissioner for the State of Tennessee resident in the City of New York in the State of New York

Charles Nettleton  
Commissioner for the State of Kentucky, resident in the City of New York in the State of New York.

State of New York }  
City and County of New York } ss.

Be it remembered that on this eighteenth day of September in the year of our Lord one thousand eight hundred and Twenty Seven before me Charles Nettleton a Commissioner of the State of Mississippi, resident in said City of New York, duly commissioned and qualified by the executive authority and under the laws of the said State of Mississippi to take the acknowledgment and proof of deeds or other conveyances to be used or recorded in said State of Mississippi, and also a Commissioner of the State of Tennessee, a resident in the said City of New York appointed by the Governor of the State of Tennessee, and duly commissioned and qualified under the laws thereof, to take acknowledgment and proof of deeds or other conveyances to be used or recorded in said State of Tennessee and also a Commissioner of the State of Kentucky duly commissioned and qualified by the Executive

authority and under the laws of said State of Kentucky to take  
 the acknowledgment and proof of deeds or other conveyances to be  
 used or recorded in said State of Kentucky, and residing in said  
 City of New York. Came Henry S. McComb to me personally known  
 to be the identical person of that name who signed the forego-  
 ing instrument, and also known to me to be the President of the  
 New Orleans, St. Louis and Chicago Rail Road Company, and also  
 the President of the Southern Rail Road Association. Two of the parties  
 of the second part described in the said instrument who being by  
 me duly sworn did depose and say, that he resided in the County  
 of New Castle, State of Delaware, that he was President of the New  
 Orleans, St. Louis and Chicago Rail Road Company and was also  
 President of the Southern Rail Road Association. That he knew the  
 Corporate seals of the said two Companies and that the seals af-  
 fixed to the foregoing instrument were such Corporate seals and  
 were affixed by the Authority of said Companies respectively, and  
 that he signed his name to the said instrument as President  
 of said respective Companies and in behalf thereof, and the  
 said Henry S. McComb did then and there acknowledge that  
 he signed, sealed and delivered the said instrument as his  
 official act and deed, and as the act and deed of the said  
 Companies respectively, for the use and purposes therein expres-  
 sed, on the day and year therein mentioned, and at the same  
 time and place also before me as Commissioner aforesaid for  
 each of the States aforesaid resident and duly commissioned  
 and qualified as aforesaid personally came William Calhoun  
 to me personally known to be the identical person of that name  
 who signed the foregoing instrument and also known to me  
 to be the Secretary of the New Orleans, St. Louis and Chicago Rail Road  
 Company, and also the Secretary of the Southern Rail Road Associa-  
 tion, two of the parties of the second part described in the said in-  
 strument who being by me duly sworn did depose and say, that he  
 resided in the City of New York, that he was Secretary of the New  
 Orleans, St. Louis and Chicago Rail Road Company, and was also  
 Secretary of the Southern Rail Road Association. That he knew the  
 Corporate Seals of the said two Companies and that the seals af-  
 fixed to the foregoing instrument were the Corporate seals of said two  
 Companies and were affixed by the authority of said Companies respec-  
 tively and that he signed his name to the said instrument as Sec-  
 retary of said respective Companies and in behalf thereof, and the  
 said William Calhoun then and there acknowledged that he signed,  
 sealed and delivered the said instrument as his official act and deed,  
 and as the act and deed of the said Companies respectively for the use  
 and purposes therein expressed, on the day and year therein mentioned  
 and at the same time and place also appeared before me G. R. Hill  
 personally known to me to be the identical person named in, and  
 who executed, the foregoing instrument as party of the fourth part descri-  
 bed in said instrument and acknowledged that he signed, sealed and  
 delivered the said instrument as his official and voluntary act and  
 deed for the purposes therein mentioned on the day and year therein men-  
 tioned.



In testimony whereof, I have hereunto set my name and also hereunto affixed my official seals as such Commissioner for each of the States aforesaid at my office in the City of New York, County of New York and State of New York the day and year last above written.



Charles Nettleton  
Commissioner for the State of Mississippi resident in the City of New York in the State of New York



Charles Nettleton  
Commissioner for the State of Tennessee resident in the City of New York in the State of New York



Charles Nettleton  
Commissioner for the State of Kentucky resident in the City of New York in the State of New York

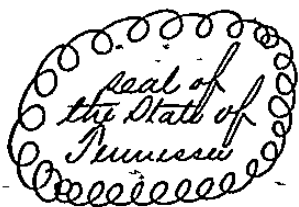
State of New York }  
City and County of New York } ss

Be it remembered that on this the nineteenth day of September in the year of our Lord one thousand eight hundred and Seventy Seven before me Charles Nettleton a Commissioner of the State of Mississippi resident in the said City of New York duly commissioned and qualified by the Executive Authority and under the laws of the said State of Mississippi to take the acknowledgment and proof of deeds or other conveyances to be used or recorded in the State of Mississippi and also a Commissioner of the State of Tennessee resident in the said City of New York appointed by the Governor of the State of Tennessee and duly commissioned and qualified under the laws thereof to take acknowledgment and proof of deeds or other conveyances to be used or recorded in said State of Tennessee and also a Commissioner of the State of Kentucky duly commissioned and qualified by the Executive authority and under the laws of said State of Kentucky to take the acknowledgment and proof of deeds and other conveyances to be used or recorded in said State of Kentucky, came William H. Ostrom to me personally known to be the individual named in and who executed the foregoing deed as one of the parties of the third part described in the said instrument who acknowledged that he signed and sealed the said instrument as his voluntary act and deed for the use and purposes therein expressed on the day and year therein mentioned.

In testimony whereof, I have hereunto set my name and also hereunto affixed my official Seals as such Commissioner for each of the States aforesaid at my office in the City of New York County of New York and State of New York the day and year last above written.



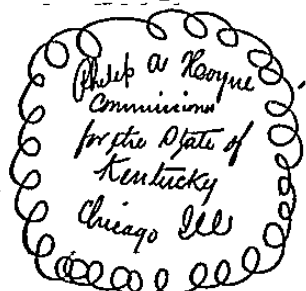
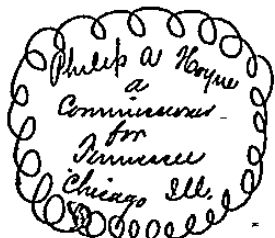
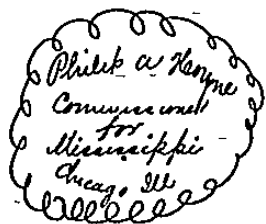
Charles Nettleton  
Commissioner for the State of Mississippi resident in the City of New York in the State of New York



State of Illinois  
County of Cook  
City of Chicago

Charles Nettleton  
Commissioner for the State of  
Tennessee resident in the City of  
New York in the State of New York  
Charles Nettleton  
Commissioner for the State of  
Kentucky resident in the City of  
New York in the State of New York

Be it remembered, that on this 21<sup>st</sup> day of  
September AD 1877, before me Philip A. Hoynes  
a Commissioner for the State of Mississippi resident in the said  
City of Chicago, County of Cook, and State of Illinois duly  
Commissioned and qualified by the Executive authority and under  
the laws of the said State of Mississippi to take the acknowl-  
edgment and proof of deeds or other conveyances to be used  
and recorded in said State of Mississippi, and also a Commis-  
ioner of the State of Tennessee resident in the said City of Chicago,  
County of Cook and State of Illinois appointed by the Governor  
of Tennessee and duly commissioned and qualified under the laws  
thereof to take the acknowledgment and proof of deeds or other  
conveyances to be used or recorded in said State of Tennessee, and  
also a Commissioner of the State of Kentucky resident in the said  
City of Chicago, County of Cook and State of Illinois, appointed  
by the executive authority and duly commissioned and qualified  
under the laws of said State of Kentucky, to take the acknowl-  
edgment and proof of deeds or other instruments to be used or rec-  
orded in said State of Kentucky, personally came Benjamin F. Ayer  
and John Dunn to me personally known to be the individuals  
named in and who executed the foregoing deed as two of the parties  
of the third part, described in the said instrument and severally  
acknowledged that they had signed and sealed the said instru-  
ment as their voluntary several act and deed, for the uses and  
purposes therein expressed on the day and year therein mentioned.



Philip A. Hoynes  
Commissioner for Mississippi resi-  
dent in the City of Chicago, Coun-  
ty of Cook, State of Illinois

Philip A. Hoynes  
Commissioner of the State of Tennes-  
see resident in the City of Chicago  
County of Cook and State of Illinois

Philip A. Hoynes  
Commissioner of the State of Kentucky  
resident in the City of Chicago County  
of Cook and State of Illinois.