

R. C. & E. M. Brinkley } Filed for Record March 30<sup>th</sup> A. D. 1878 at 10:15 P.M.  
Do } Deed Correction } Recorded April 5<sup>th</sup> A. D. 1878.

Swan Anderson.  
Whereas a deed was made by R. C. and E. M. Brinkley his wife of date August 28<sup>th</sup> 1876 conveying to Swan Anderson certain lands lying in Madison County, Mississippi, did not correctly describe a certain part of said lands intended to be conveyed by us, Now this instrument is made for the purpose of correcting the error in the said deed, Where the said deed calls for the South East one quarter (1/4) of the South West one quarter (1/4) of section Thirty four (34) in Township Eleven (11) Range Three (3) East it should read the South East one quarter (1/4) of the South West one quarter (1/4) of section Thirty four (34) in Township Twelve (12) Range Three (3) East instead of Township Eleven (11) Range Three (3) East. Now we the said vendors do hereby sell alien and convey to the said Swan Anderson his heirs and assigns forever the said South East 1/4 of the South West 1/4 of section 34 in Township 12 Range 3 East and the said Swan Anderson does hereby release quit claim and recovery to said R. C. & E. M. Brinkley his wife all right title and interest he has in & to the said South East 1/4 of the South West 1/4 of section 34 in Township Eleven (11) Range Three (3) East.

R. C. Brinkley. Seal  
E. M. Brinkley. Seal  
M. P. Thurgood  
Attorney at Law  
No 5 Madison Street.

State of Tennessee } Commissioner's Office.  
City of Memphis. }  
I, Hunsdon Cary 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 R. C. Brinkley and E. M. Brinkley his wife, to me known to be the individuals named in, and who executed the conveyance and severally acknowledged the same to be their voluntary act and deed. And the said E. M. Brinkley wife of the said R. C. Brinkley, to have 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 15<sup>th</sup> day of January 1878.  
Seal  
Hunsdon Cary  
Commissioner for Mississippi at Memphis Tennessee

Sarah Woodman } Filed for Record March 30<sup>th</sup> A. D. 1878 at 9:30 P.M.  
Do } Deed of Trust } Recorded April 5<sup>th</sup> A. D. 1878.  
John Otis Trustee  
Robert & Lester Hazard Jr  
This indenture made this 1<sup>st</sup> day of March 1878, between Sarah Woodman of Madison Co and State of Mississippi of the first part, Robert Hazard of West Rutland State of Vermont of the second part and John Otis of Madison Co State of Mississippi; Witnesseth, That whereas Sarah Woodman

Filed for record at 8 o'clock a. m. March 27th 1888. Recorded March 27th 1888. at 5 o'clock P. M. by S. Lester Howard.

Know all men, by these presents that S. Lester Howard in consideration of one dollar have sold and do hereby sell and assign unto Oliver Woodman his heirs or assigns all my right title and interest in and to the within described property and instrument together with the note and debt it is intended to secure. In witness whereof I have hereto set my hand and seal at Fair Haven Vt this 9th day of March 1888. S. Lester Howard Jr.

In presence of W. E. Howard, State of Vermont Rutland Co. S. S. At Fair Haven in said Co. personally appeared S. Lester Howard signed and sealed of the foregoing assignment and acknowledged the same to be his free act and deed before me March 9, 1888

Walter E. Steward. Justice of the Peace.

is justly indebted to S. L. Hazard Jr in the sum of five hundred dollars as evidenced by her certain promissory note of even date herewith due and payable to the said S. L. Hazard Jr on or before the 1st day of March 1880 with interest from date at the rate of ten per cent per annum, and whereas the said Sarah Woodman party of the first part is desirous of securing the prompt payment of the money in said note mentioned with all interest and charges at the maturity of same does hereby grant bargain sell and convey for and in consideration of the premises aforesaid and the further sum of one dollar to her husband paid by the said John Otis party of the third part, the receipt of which is hereby acknowledged, all the certain piece of land lying and being in Madison Co State of Mississippi & described as follows S. E. 1/4 Sec 31 T. 9. R. 1 West, N. 1/2 N. E. 1/4 & N. W. 1/4 & S. W. 1/4 & W. 1/2 S. E. 1/4 Sec 32 T. 9. R. 1 West containing six hundred and forty acres more or less to have and to hold the same with all and singular the appurtenances thereunto belonging unto said John Otis party of the third part and unto his legal representatives and assigns, in fee simple, forever. In trust however, and for the following purposes and none other, It is agreed that the said premises shall remain in the undisturbed possession of the said Sarah Woodman party of the first part until the maturity of said note and upon the first payment of the same and all interest by said Sarah Woodman or others for her, this deed shall be void and of none effect and so noted by said trustee on the public records, but should the said Sarah Woodman party of the first part or others fail to make deposit and fail to pay said money with all interest thereon according to the tenor and effect of said promissory note at the maturity thereof, then the said trustee party of the third part is hereby authorized and it shall be his duty without further notice to the said Sarah Woodman to advertise said lands for sale by giving thirty days notice of the time place and terms of sale with a description of the premises and on what account sold by posting in three or more places in said County written notices thereof and at the time and place appointed shall proceed to sell the same at public outcry for cash to the highest bidder. From the proceeds of such sale said trustee shall at once pay and satisfy said note with all interest thereon, making and executing full warranty deed to the purchaser or purchasers of said land, and should there remain any balance in the hands of said trustee, he shall at once pay all such money over to said Sarah Woodman or her legal representatives, should the said John Otis trustee from any cause, be unable to act in the premises the said S. L. Hazard Jr is hereby authorized to appoint a trustee in his place.

In witness whereof, the said party of the first part has hereto set her hand and seal. Sarah Woodman Seal

State of Mississippi } ss  
Madison County } This day personally appeared before the undersigned justice of the peace for said County Sarah Woodman who acknowledges that she signed, sealed and delivered the attached instrument of writing, on the day and date thereof, for the uses and purposes therein set forth, as and for her voluntary act and deed.

In witness whereof I have hereto set my hand and seal this the 26th day of March 1878. R. M. Johnson J. P. Seal

M. A. Booth } Filed for Record March 30th A. D. 1878. at 11.30 A. M.  
Co } Deed } Recorded April 5th A. D. 1878  
Thoreau Hill Code }

Delivered in full  
M. A. Booth to J. H. Kearney 9/2

In consideration of Sixty dollars paid and a note bearing date hereof payable on the first day of January A. D. 1879 for the sum of Sixty dollars paid, note to be a vendors lien until fully satisfied, I have sold and conveyed, remised, released and forever quitted claim unto Florence M. Wood and her heirs forever the following described land, situated in the County of Madison and State of Mississippi, to wit, eight (8) acres off the west side of the South 1/2 of the North 1/2 of the East 1/4 of the North West 1/4 of section 20 Township 9 Range 3 East.

Witness my hand and seal hereunto set this 27<sup>th</sup> day of March A. D. 1878.  
M. A. Booth Seal

Office No 8 Madison Street

State of Tennessee }  
City of Memphis } Commissioners' Office

J. Hunsdon Cary, 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 and recorded in State of Mississippi, do certify that on this day personally appeared before me Mrs M. A. Booth to me known to be the individual named in, and who executed the annexed conveyance, and acknowledged that she signed, sealed and delivered said conveyance as her voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 27<sup>th</sup> day of March 1878.  
J. Hunsdon Cary Seal

Commissioner for Mississippi at Memphis Tenn

M. A. Booth } Filed for Record March 30<sup>th</sup> A. D. 1878. at 12 M.  
No 3 Deeds } Recorded April 5<sup>th</sup> A. D. 1878.  
R. N. Hoffman }

In consideration of One hundred and eighty dollars paid I have sold and conveyed, remised, released and forever quitted claim unto R. N. Hoffman and his heirs forever the following described land situated in the County of Madison and State of Mississippi, to wit, Commencing at N. E. corner of lot N 1/2 of the E 1/2 of the N 1/2 of the N E 1/4 of section 20 Township 9 Range 3 East, thence West 117 1/2 links to Shamon Road, thence along the south side of said road 1000 links to a stake at the N. E. corner of Smith's lot thence south 2° West 243 links, thence south 11° East 95 1/2 links thence south 2° West 636 links to Paduaga road, thence along the North side of said road 1425 links thence North 1700 links to beginning containing 22.00 acres.

Witness my hand and seal hereunto set this 27<sup>th</sup> day of March A. D. 1878.  
M. A. Booth Seal

Office No 8 Madison Street

State of Tennessee }  
City of Memphis } Commissioners' Office

J. Hunsdon Cary, 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 Mrs M. A. Cook to me known to be the individual named in and who executed the annexed conveyance, and acknowledged that she signed, sealed and delivered said conveyance as her voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 27<sup>th</sup> day of March 1848.

Hunsdon Cary  
Commissioner for Mississippi at Memphis Tenn.

R. C. Brinkley & Wife } Filed for Record April 1<sup>st</sup> A. D. 1848, at 11.40 A.M.  
Do. } Recorded April 5<sup>th</sup> A. D. 1848.

This Indenture made & entered into the 15<sup>th</sup> day of April A. D. 1846 by between R. C. Brinkley & E. M. Brinkley his wife. Attornies of Memphis Tennessee of the first part and W. H. Dudley a citizen of Madison County Mississippi of the second part Witnesses: That the said party of the first part for and in consideration of the sum of nine hundred and sixty dollars have this day bargained and sold and do hereby transfer and convey to the said W. H. Dudley and his heirs the following described tracts or parcels of land lying and being in the County of Madison and State of Mississippi and designated as follows. To wit, The west half of the north west quarter of section ten (10) and the west half of the south west quarter of Section (3) Three in Township Elbow Range (3) Three East. To have and to hold the same to him the said W. H. Dudley and his heirs forever. And the said party of the first part do covenant with the said W. H. Dudley that they will forever warrant & defend the title to the aforesaid parcels of land against the lawful claims of all persons. This the day & year first above mentioned

R. C. Brinkley Seal  
E. M. Brinkley Seal

State of Tennessee }  
City of Memphis } Commissioner's office.

Hunsdon Cary, 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. Notarially sworn, 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 R. C. Brinkley and E. M. Brinkley 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, for the uses and purposes therein mentioned, and the said E. M. Brinkley wife of the said R. C. Brinkley who, on a private examination, made of her by me, & private 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, this 14<sup>th</sup> day of April 1846  
Hunsdon Cary, Commissioner.

Wm. M. Keaton } Filed for Record March 14<sup>th</sup> A. D. 1848 at 12 M.  
Do. } Recorded April 6<sup>th</sup> A. D. 1848.  
Hugh N. Seward }

This deed made this 6<sup>th</sup> day of March 1878 by W<sup>m</sup> M. Beaton of Baylors, State of Virginia to Hugh W. Virden of Madison County State of Mississippi; Witnesses: That for and in consideration of Two Hundred and Fifty Dollars each in hand paid by Hugh W. Virden to W<sup>m</sup> M. Beaton, W<sup>m</sup> M. Beaton has bargained granted sold aliened and conveyed and hereby does bargain, grant, alien and convey to Hugh W. Virden, that lot of ground lying in the town of Canton, County of Madison and State of Mississippi, beginning at the North East corner of the lot now occupied by James Quilkins as a residence, on Peace Street and running East with Cedar Street 81 feet and 11 inches, to a lot owned at present in Hugh W. Virden's wife, thence south 400 feet thence due West 81 feet & 11 inches, to the South East corner of James Quilkins lot thence along with the lot occupied by James Quilkins, North 400 feet to the beginning; To have and to hold unto him, the said Hugh W. Virden, his heirs and assigns forever.

In witness whereof I hereto set my name and seal this 6<sup>th</sup> day of March 1878.

W<sup>m</sup> M. Beaton

Personally appeared before me Rufus E. Darden a Notary Public in and for the County of Southampton State of Virginia, W<sup>m</sup> M. Beaton, who acknowledges that he signed, sealed and delivered the above deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal this 6<sup>th</sup> day of March A. D. 1878.

Rufus E. Darden.  
Notary Public.

H. W. Virden } Filed for Record March 14<sup>th</sup> A. D. 1878 at 12 M.  
Deed } Recorded April 6<sup>th</sup> A. D. 1878  
R. B. Campbell }

This deed made this 14<sup>th</sup> day of March 1878 by Hugh W. Virden to R. B. Campbell both of Madison County, State of Mississippi, shows that for and in consideration of Two Hundred and Fifty Dollars each paid by R. B. Campbell to Hugh W. Virden, Hugh W. Virden has bargained, granted, sold and conveyed and hereby does bargain, grant, sell convey to R. B. Campbell & assigns, that lot of ground in Canton Madison County, State of Mississippi, beginning at the North East corner of the lot now occupied by James Quilkins as a residence on Peace Street and running with Peace Street due east 81 feet & 11 inches thence south 400 feet, thence 81 feet & 11 inches due West, thence North with the eastern line of James Quilkins residence lot 400 feet to the beginning; To have and to hold unto him, the said R. B. Campbell and his assigns forever.

Witness my name and seal this 14<sup>th</sup> day of March 1878.

H. W. Virden

The words "Peace" in 12<sup>th</sup> & 13<sup>th</sup> line erased and the word Peace inserted before signing this deed.

H. W. Virden

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

Given under my hand and official seal at office in Canton, this 14<sup>th</sup> day of March 1878.

E. J. Jeffrey Clerk  
By E. H. Littleton

R. B. Campbell } Filed for Record March 14<sup>th</sup> A. D., 1878 at 10 A.M.  
Do } Deed } Recorded April 6<sup>th</sup> A. D., 1878.  
Sallie H. Widen }

This deed made this 14<sup>th</sup> day of March 1878 by R. B. Campbell to Sallie H. Widen both of Madison County State of Mississippi, Witnesses, That for in consideration of Two hundred and Fifty Dollars Cash in hand paid by Sallie H. Widen to R. B. Campbell, R. B. Campbell has bargained, sold & conveyed and hereby does bargain, grant, sell & convey to Sallie H. Widen her heirs & assigns, that lot of ground in Canton, Madison County, State of Mississippi beginning at the North East corner of the lot now owned by James Perkins as he resides on Peace Street, and running due East with Peace Street 81 feet & 11 inches, thence South 400 feet, thence West 81 feet & 11 inches thence North along the line of the residence lot of James Perkins 400 feet to the beginning, To have and to hold, unto her, the said Sallie H. Widen, and her heirs & assigns in fee simple forever.

Witness my name and seal this 14<sup>th</sup> day of March 1878.  
R. B. Campbell Seal

The word Centre in 13<sup>th</sup> & 14<sup>th</sup> line erased and the word Peace inserted before signing this deed.  
R. B. Campbell Seal

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

Given under my hand and official seal at office, in Canton, this 14<sup>th</sup> day of March 1878.  
Ed. Jeffrey, Clerk.  
By E. A. Lutzinger D.C.

Alex. Smith } Filed for Record March 14<sup>th</sup> A. D., 1878 at 4 P.M.  
Thomas Young } Recorded April 6<sup>th</sup> A. D., 1878.  
Do } Deed of Trust  
Will A. Bailey Trustee  
Do secure Chas. Handy }

This Indenture, made and entered into this Eleventh day of March A. D., 1878 by and between Alex. Smith & Thomas Young parties of the first part and W. A. Bailey party of the second part, and Charles Handy party of the third part, Witnesses: That said party of the first part, is justly indebted to the party of the third part, in the sum of Two Hundred Eighty Nine & 93/100 Dollars, evidenced by their joint promissory note for that amount bearing even date herewith and due and payable October 15<sup>th</sup> 1878. And that, whereas, the said party 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 1878, to the amount of Five Hundred Dollars, from this date until the Fifteenth day of October A. D. 1878, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said party of the third part, the price of payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the Fifteenth day of October A. D. 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 parties of the first part, (in 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, being and being in the County of Madison in the State of Mississippi, to wit: Eighty acres east of New Orleans Jackson & Northern Rail Road out of N.W. 1/4 Sec 11 Township 8 Range 2 east, and bounded on the West by the New Orleans Jackson & Northern Rail Road - together with the appurtenances thereunto belonging - also 1 Sorel horse named "Charley" one stud horse named "Billy" 1 Sack Bay mule named "Scott" - also all Cotton, Corn, Godden, Peas & Potatoes that may be raised or produced by said parties of First part or by others for them during the year 1878. 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 15 day of October A.D. 1878 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 - Cotton Factor, in New Orleans, La, for account of the party 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 Alex Smith & Thomas Young are to pay said Charles Bailey 2 1/2 percent of the whole of said indebtedness, which is agreed was 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 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 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 five 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 send by the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and 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; 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 then forward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assigns, shall 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 Will H. Bailey Trustee aforesaid.

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

Alex<sup>his</sup> Smith  
Thomas<sup>his</sup> Mack Young

Charles Bailey  
Alex<sup>his</sup> Smith  
Thomas<sup>his</sup> Mack Young

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Clerk of the  
 Chancery Court of the said County, the within named Alex. Smith & Thomas Young  
 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 14<sup>th</sup> day of March A.D. 1848.  
 Seal E. J. Jeffrey, Clerk

R. Hendrick,  
 W. S. Hendrick &  
 Mary A. Hendrick.  
 To of Deed of Trust  
 J. C. Widen Trustee  
 To secure E. S. Widen.

Filed for Record March 15<sup>th</sup> A.D. 1848 at 9 A.M.  
 Recorded April 6<sup>th</sup> A.D. 1848.

Set for record March 10, 1848

This Indenture made and entered into at Jackson Mississippi on this the 15<sup>th</sup> day  
 of January 1848, between R. Hendrick, W. S. Hendrick & Mary Hendrick wife of the  
 the said W. S. Hendrick parties of the first part, and Edwin Widen and Samuel Widen,  
 partners doing business under the firm name and style of E. & S. Widen parties of the  
 second part and John C. Widen Trustee of the third part. Witnesseth: That whereas the  
 said parties of the first part are indebted to the said parties of the second part in  
 the sum of Three Hundred to be paid on or before the 1<sup>st</sup> day of January  
 1849 without interest, but if not paid by said 1<sup>st</sup> day of January 1849, then  
 interest after that date at the rate of two per centum per annum all of which is ev-  
 idenced by a certain contract in writing under seal, made and executed this day  
 by and between the said parties of the first and second parts; and whereas the said  
 parties of the first part are anxious to receive to the said parties of the second  
 part the payment of said sum of money at maturity together with 10% interest  
 after maturity; Now therefore in consideration of the premises and the sum of ten  
 dollars by the said party of the third part to the said parties of the first  
 part cash in hand paid the receipt whereof is hereby acknowledged, the said  
 parties of the first part hereby give grant bargain sell and convey to the said party  
 of the third part the following described land lying and being in the County of Mad-  
 ison and State of Mississippi, to wit: The East half of the South East quarter of  
 Section Eighteen; The East half of the North East quarter of Section Nineteen  
 and the South half of the West half of the North West quarter of Section Twenty,  
 all in Township seven of Range, one East embracing two hundred acres of land  
 more or less, together with all the buildings and improvements thereon erected or in  
 anywise attached thereto, To have and to hold the same with all and singular  
 the appurtenances thereunto belonging or in anywise appertaining, unto the said  
 party of the third part and unto his legal representatives and assigns forever. In  
 trust however, and for the following purposes and none other - It is agreed  
 that if the aforesaid sum of money is not paid by the 1<sup>st</sup> day of January  
 1849, the said parties of the third part as trustee shall take possession of and  
 sell the within described land and appurtenances - And it is further agreed  
 that if said Trustee should die or remove from the County or otherwise neglect to  
 act, the said parties of the second part may by writing under their hands and  
 seals, appoint another Trustee who shall have all the powers and rights herein  
 vested in said party of the third part. And if said parties of the second part  
 shall transfer or sell this deed of trust the purchaser or assignee shall  
 have the same power of appointment - If any sale is made by the Trustee  
 it shall be at Auction, and for cash either on the premises or in the City of



Jackson, Mississippi on Thirty days notice by written notices posted in at least three public places in said County. From the proceeds of said sale said Trustee shall discharge and satisfy the debt hereby secured and the costs & charges of executing this Trust, and shall pay over any balance that may remain in his hands to the said parties of the first part.

Witness our hands & seals this the 15<sup>th</sup> day of January 1878.

R. H. Hendrick Seal  
W. S. Hendrick Seal  
Mary A. Hendrick Seal

State of Mississippi }  
Hinds County }

Personally appeared before the undersigned a Justice of the Peace in and for said County the above named C. Hendrick, W. S. Hendrick and Mary A. Hendrick wife of said W. S. Hendrick, and acknowledged that they signed sealed and delivered the foregoing deed on the day of the date thereof and for the purposes therein set forth. And the said Mary A. Hendrick wife of the said W. S. Hendrick, being examined by me privately, separate and apart from her said husband, acknowledged that she signed sealed and delivered the same for the purposes therein set forth freely and voluntarily and without any fear, threats or compulsion from her said husband.

Witness my hand & seal this the 15<sup>th</sup> day of January 1878.

John W. Patton J. P. Seal

Henry C. Turner }  
Mattie N. Turner }  
Deeds of Trust }  
David Stadeker Trustee }  
(George J. Stadeker & Son.)

Filed for Record April 6<sup>th</sup> A. D. 1878. at 10.15 A.M.  
Recorded April 8<sup>th</sup> A. D. 1878.

Indenture in full of Trust

This Indenture, made and entered into this 3<sup>rd</sup> day of April A. D. 1878, by and between Henry C. & Mattie N. Turner 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 have now indebted to the parties of the third part, in the sum of Twenty four \$7100 Dollars, evidenced by their note dated March 30<sup>th</sup> 1878 as per account in Ledger fac page 280. And that, whereas, the said parties of the third part have indebted them and promised to supply the said parties of the first part, money, goods, wares and merchandise, during the year 1878, to the amount of Five hundred Dollars if necessary, from this date until the 1<sup>st</sup> day of October A. D. 1878, the said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing 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 1<sup>st</sup> day of October A. D. 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 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; The W<sup>ts</sup> of Sec 16 & 9 R 4 E containing 320 acres more or less, four months known as follows, Jerry in color Black, Bill in color Bay, Sam color Black Jack color Black, also two cows and calves and all the carts wagons mules & farming implements, which the said parties now own or may hereafter acquire also all the crops of corn fodder peas & what may be raised by the said parties of the first part or those in their employ or in which they may be interested during the year 1878 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 parties of the first part, shall have in Canton, Mississippi, by the 1<sup>st</sup> day of October A.D. 1878, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be shipped to Stadelers & Son Cotton Factor 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 H. C. M. Turner is to pay said Stadelers & Son 2 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 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 five 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; 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 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 acts and doings in the premises shall be as binding as if done by the said David Stadelers Trustee aforesaid.

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

Henry C. Turner      Seal  
 Mattie H. Turner      Seal

State of Mississippi } ss  
 Madison County } Personally appeared before the undersigned Justice  
 of the Peace of the said County, the within named Henry Thomas 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 seal, at office, this 3<sup>rd</sup> day of April A. D. 1878.  
 John C. Pitchford J. P. Seal

State of Mississippi } ss  
 Madison County } Personally appeared before the undersigned Justice  
 of the Peace of the said County, the within named Mattie H. Turner  
 wife of the said Henry Thomas 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 com-  
 pulsion of her said husband.  
 Given under my hand and seal, this 3<sup>rd</sup> day of April, A. D. 1878.  
 John C. Pitchford J. P. Seal

W. F. McKay } Filed for Record March 15<sup>th</sup> A. D. 1878 at 3 o'clock  
 D<sup>y</sup> Deed of Trust } Recorded April 8<sup>th</sup> A. D. 1878.  
 James A. Rimmer Trustee }  
 To James A. Rimmer.

This Indenture, made and entered into this 6<sup>th</sup> day of March A. D. 1878, by  
 and between W. F. McKay party of the first part, and James A. Rimmer  
 party of the second part, and Moses D. Rimmer party of the third part,  
 Witnesseth that said party of the first part is indebted to the party of the  
 third part, in the sum of Two Hundred & Eighty Four & 70/100 Dollars, evidenced by  
 his two notes of this date, one due Novr 1<sup>st</sup> 1878 for One Hundred & forty two and  
 25/100 dollars & one due Novr 1<sup>st</sup> 1879 for One Hundred and forty two & 70/100 Dollars,  
 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 1<sup>st</sup> day of Novr A. D. 1878 & 79.  
 Now, therefore, in consideration of the premises, as well as for and in considera-  
 tion of the sum of Ten Dollars, in hand paid by the said party of the sec-  
 ond part, to the said party of the first part, (the receipt whereof is hereby  
 acknowledged,) the said party 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 and Personal Estate, to wit: The  
 South 1/2 South East 1/4 of Section 28 Township 11 Range 5 East North 1/2 of East 1/2  
 of North East 1/4 Section 33. Township 11 Range 5 East - 129 acres more  
 or less, Also two Bales Cotton, weighing 450 lbs each. To have and to hold  
 the same, unto the said party of the second part, his heirs, executors, administra-  
 tors 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 by  
 the 1<sup>st</sup> day of November A. D. 1878 fully pay off the indebtedness incurred  
 therein, and in case said indebtedness is not paid at maturity, then the said  
 W. F. McKay is to pay said James A. Rimmer 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. And the said party of the first part, shall

S<sup>ts</sup> given in full of J. Rimmer.

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 Ouidor, 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 two or more convenient public places, and to sell the estate so sold to the purchaser or purchasers thereof, by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part or the successor of him, shall first pay the cost and charges of this deed; and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and 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 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 hereforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall for any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assigns, shall in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said James A. Pinner 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.

*W. F. Mc Kay* Seal

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned Justice of the Peace of the said County, the within named *W. F. Mc Kay* 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 seal, at office, this 6<sup>th</sup> day of March A. D. 1878.  
*Saul Milton J. P.* Seal

*Jack Williams*  
 To } Deed of Trust.  
*W. M. Pennington* Trustee  
 To } *Peter Westbrook*

Filed for Record March 10<sup>th</sup> A. D., 1878, at 8 A. M.  
 Recorded April 8<sup>th</sup> 1878.

This Indenture, made and entered into this 24<sup>th</sup> day of January A. D. 1878, by and between *Jack Williams* party of the first part; and *W. M. Pennington* party of the second part, and *Peter Westbrook* party of the third part, witnesses that said party of the first part is indebted to the party of the third part, in the sum of Four hundred Dollars, evidenced by his four promissory notes bearing even date with this deed and due as follows One Nov 1<sup>st</sup> 1878 One Nov 1<sup>st</sup> 1879 One Nov 1<sup>st</sup> 1880 and one due Nov 1<sup>st</sup> 1881 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, as above mentioned. Now, therefore, in consideration of the friendship, as well as of a good 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: West half of the South half of North West quarter of Sec 29 Township 2 Range 4 East. To have and to hold the same, with the said party of the second part, his heirs, executors, administrators and assigns and the successors of him forever, in trust, nevertheless, upon these terms and Conditions, that is to say: That the said party of the first part, shall pay each note at the maturity thereof to the party of the first part, and in case said indebtedness is not paid at maturity, then the said Jack Williams is to pay said 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 obligation 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 into 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 Natchez at public auction, to the highest bidder for cash, after giving 10 days notice of the time and place of said sale by posting advertisements thereof in two or more convenient public places, said convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and 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 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 this Deed shall be null and void. It is further understood and agreed by the parties hereto, 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. M. Cunningham Trustee aforesaid.

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

Jack <sup>mas</sup> Williams Seal

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned Member of Board Supervisors of the said County, the within named Jack Williams who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed.

Given under my hand and seal, at office, this 23<sup>rd</sup> day of January A.D. 1878  
J. L. F. Moore  
Member Board Supervisors.

Jacob A. Ross.  
To Deed  
Tucker & Sharp.

Filed for Record March 18<sup>th</sup> A. D., 1878, at 9 A.M.  
Recorded April 8<sup>th</sup> A. D., 1878.

This Deed of Conveyance made and entered into this 23<sup>rd</sup> day of November A. D. 1877 by and between Jacob A. Ross party of the first part and Samuel P. Tucker and John T. Sharp parties under the firm name of Tucker & Sharp parties of the second part all of the County of Madison and State of Mississippi - Witnesseth that the said party of the first part for and in consideration of the sum of Fifty Dollars to him in hand paid by the parties of the second part, the receipt of which sum is hereby acknowledged before the signing and sealing of this Deed has this day granted, bargained, aliened sold and conveyed and by these presents does grant, bargain, alien, sell and convey - into the said parties of the second part their heirs and assigns - a certain strip or parcel of land situated in the County of Madison and State of Mississippi - more particularly described as a strip off the South end of the South West quarter of Section 2 of Township 11 Range 3 East - extending from the Cotton and Exum Ferry Road through said South West quarter of said Section Eastwardly along the South end of said quarter to the lands now owned by said Tucker and Sharp - said strip of land being of the full width of twenty feet through its entire distance - To have and to hold the above described parcel of land and all the improvements thereon and all the appurtenances and hereditaments thereon or thereto belonging to the said parties of the second part their heirs and assigns and to their legal heirs and behoof in fee simple forever. And the said party of the first part covenants and agrees with the said parties of the second part that he will and that his heirs, Executors and Administrators shall forever warrant and defend the title to said premises to the said parties of the second part their heirs and assigns against any and all claims what soever in law and in equity.

In testimony whereof the said party of the first part has hereunto affixed his name and seal the day and year first above written.

J. A. Ross Seal

State of Mississippi } ss.

Madison County } Personally came before me E. L. Hargou Justice of the Peace in and for said County and State Jacob A. Ross known to me as the grantor in the foregoing deed, who acknowledged that he signed, sealed and delivered the same on the day of the date thereof as his act and deed and for the purposes therein stated.

Given under my hand and seal of office this 10<sup>th</sup> day of Dec. A. D. 1877.  
E. L. Hargou J. P. Seal

Wm. Hinson adm  
To Deed  
Jas. Runway.

Filed for Record March 18<sup>th</sup> A. D., 1878 at 9 A.M.  
Recorded April 8<sup>th</sup> A. D., 1878.

This deed of conveyance made and entered into this the 12<sup>th</sup> day of Nov<sup>r</sup> A.D. 1877 between William Winson Administrator of the Estate of David Deam deceased and James Conway is to witness that by virtue of an order and decree of the Chancery Court of Madison County in the State of Mississippi made at the January term thereof A. D. 1877 the said Winson as adm<sup>r</sup> aforesaid after advertising for one month in accordance with the terms of said decree in the "American Citizen" has this day sold at public outcry in front of the door of the Court House in said County the N<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> of Sec 11 - N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> of Sec 24 T 10 R 2 East in said County when James Conway became the highest & best bidder at & for the sum of six hundred and thirty six and 50/100 dollars when the same was knocked off to him at the sum aforesaid. Now in consideration of the premises the said Winson as adm<sup>r</sup> as aforesaid has this day sold aliened and conveyed the above described lands to the said Conway his heirs & with the fixtures thereunto belonging to have and to hold the same the title whereof the said Winson adm<sup>r</sup> as aforesaid promises to warrant and defend as far as he lawfully ought in law to do as said administrator. In testimony whereof this deed is signed sealed and delivered on the day year aforesaid.

Wm Winson Seal  
 Administrator of David Deam deceased.

The State of Missi }  
 Madison County } Before me E. S. Jeffrey Clerk of the Chancery Court of  
 said County this day came William Winson adm<sup>r</sup> who acknowledged that  
 he signed sealed and delivered the above deed on the day of the date thereof  
 as his act and deed.  
 Given under my hand & seal of said Court the 15<sup>th</sup> day of Nov 1877.  
 Seal E. S. Jeffrey. Clerk.

Jas Conway } Filed for Record March 18<sup>th</sup> A. D. 1878 at 9 A.M.  
 To: Deed. } Recorded April 9<sup>th</sup> A. D. 1878.

Frank & Carroll Smith  
 This deed of conveyance made and entered into this the 6<sup>th</sup> day of Dec  
 A. D. 1877 between James Conway and Frank Smith & Carroll Smith  
 is to witness that for and in consideration of the sum of five hun-  
 dred fifteen dollars in cash paid by the said Smiths the receipt of  
 which is hereby acknowledged said Conway has this day bargained sold  
 aliened and conveyed and by these presents does bargain sell alien and  
 convey to the said Smiths the following lands in Madison County Mississippi  
 N<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> Sec 11 N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> of Sec 24 T 10 R 2 East with the  
 fixtures thereto belonging to have and to hold to the said Smiths the title where-  
 of the said Conway agrees & promises to warrant and defend as far as he to-  
 the acquired by the grantor herein is derived from a deed made to said  
 grantor by one William Winson as adm<sup>r</sup> of David Deam made on the 12<sup>th</sup>  
 day of Nov 1877 to the above described lands -  
 In testimony whereof this deed is signed sealed and delivered the day and year  
 aforesaid.

James Conway Seal

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned  
 Clerk of the Chancery Court of said County, the within named James Conway  
 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 December A.D. 1878.

*Seal*

E. J. Jeffrey, Clerk  
By G. H. Tutwiler D.C.

Herman Bartels } Filed for Record March 18<sup>th</sup> A.D. 1878, at 11.45 AM.  
Deed } Recorded April 9<sup>th</sup> A.D. 1878.

Allen Nugent & Co. }  
Deed made this the 18<sup>th</sup> day of March A.D. 1878 by Herman Bartels of the first part to Thomas H. Allen & Perry Nugent & John B. Lallande surviving partners of the late firm of T. M. J. McAllen & Co. of the second part, Witnesses; That whereas Thom L. Holliday & his wife Harriet E. Holliday conveyed by deed, dated on 3<sup>rd</sup> day of February A.D. 1874, to Herman Bartels as trustee, the following land situated in Madison County State of Mississippi (viz) The W/2 of W/2 NE 1/4 & SE 1/4 less 30 acres out of East side & E 1/2 W/2 section 10 Township 9. Range 3 East with the appurtenances which land was conveyed to secure James McFarland & W. C. Stinson in payment of a certain sum of money named in said trust deed; which is of record in Book F.T. of the record of Deeds of said County on page 142 & whereas said Holliday & wife have not paid said sum of money due from them to said McFarland & Stinson which indebtedness is evidenced by note dated Feb 3<sup>rd</sup> 1874 & due on the first day of 1874 & is for the sum of \$1802.<sup>25</sup> with a credit in the sum of \$446.<sup>50</sup> which note was transferred to the said Allen Nugent & Co. surviving partners aforesaid by McFarland & Stinson, and whereas said deed in trust provided that said trustee should sell said lands at public sale if the said note was not paid & whereas the said Bartels did advertise said lands for sale for the space of Ten (10) days & more previous to the day of sale by posting advertisements thereof in three public places in said County one of which was at the Court house door in Canton, which advertisement among other things stated that the said Bartels would sell said lands with improvements for cash before the door of the Court house to the best bidder on Monday the 18<sup>th</sup> day March A.D. 1878 between the hours of 11 O'clock A.M. & 4 O'clock P.M. & whereas on the 18<sup>th</sup> day of March 1878, the said Bartels did offer for sale as aforesaid the said lands, as aforesaid, in front of the door of the Court house in the City of Canton as aforesaid within the hours aforesaid, and at said sale the said Thomas H. Allen & Perry Nugent & John B. Lallande partners under the name of Allen Nugent & Co. became the purchasers of said lands at the sum of \$1500.<sup>00</sup> which was more than any one else would or did bid for the same. Now therefore the said Bartels in consideration of the said sum paid to me, which was by me appropriated to the payment of said note aforesaid & in consideration of the premises I do hereby acknowledge & do by this deed bargain sell grant & convey to the said Allen Nugent & Co. the tract of land above described to have & to hold the same with the appurtenances to the said Allen Nugent & Co. their heirs and assigns, free from the right, title and interest of the said T. L. Holliday & Harriet E. Holliday & their heirs & of all persons so far as the said Bartels in pursuance of the deed in trust & sale thereunder ought to convey warrant & defend & no further. And the said Herman Bartels hereto sets his name & affixes his seal this the day & year named above.

H. Bartels *Seal*  
Trustee.




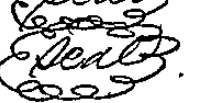
State of Mississippi }  
 Madison County } ss. Personally appeared before the undersigned Clerk of  
 The Chancery Court of said County, the said his named Herman Carlett's Trustee  
 who acknowledged that he signed, sealed and delivered the foregoing Deed on the  
 day and year mentioned, as his official act and deed.  
 Given under my hand and official seal, at office, in Canton, this 18<sup>th</sup> day of March 1878.  
 F. J. Jeffrey Clerk

Joseph Lockett & Co } Filed for Record March 19<sup>th</sup> A. D. 1878, at 10. A.M.  
 Louis Lockett } Recorded April 9<sup>th</sup> A. D. 1878.  
 To } Deed of Trust  
 J. M. Harvey Trustee  
 W. Lewis P. Mitchell

This Indenture, made and entered into this nineteenth day of March A. D. 1878,  
 by and between Joseph Lockett and Louis Lockett parties of the first part,  
 and J. M. Harvey party of the second part, and P. Mitchell party of the  
 third part, Witnesseth: That said parties of the first part were indebted to  
 the party of the third part, in the sum of Sixty Dollars, evidenced by their  
 promissory note of this date and that, whereas, the said party 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 1878, to the amount  
 of Sixty Dollars, from this date until the first day of November A. D. 1878,  
 the said money, goods, wares and merchandise being for plantation supplies  
 and necessaries, and wearing apparel; 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 first day of November A. D. 1878  
 Now, therefore, in consideration of the premises, as well as for and in con-  
 sideration 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: The acre of land lying  
 immediately adjoining the lot owned by Robert Gault north west of his lot is  
 the East corner of the 1/2 of the West 1/2 S E 1/4 & two acres north of the  
 tract above set forth sections 17 Township 9 R 3 East, also one yard of cotton  
 one Oak and all the crop of Paw Cotton fodder hay peas and potatoes  
 raised and grown by the said parties of the first part during the year 1878  
 To have and to hold the same, unto the said party of the second part, his  
 heirs, executors, administrators and assigns, and the executors of his power,  
 in trust, never failing, 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 November A. D. 1878 such an amount of cotton ginned by the  
 party of the third part, to J. L. Harvey & Co Cotton Factors 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 Joseph  
 Lockett and Louis Lockett is to pay said P. Mitchell 2 1/2 percent of the

wholly 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 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 Putnam, at public auction, to the highest bidder, for cash, after giving five 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 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, 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 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 J. L. Harvey, 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.

Joseph <sup>his</sup> Lockett.   
 Louis <sup>his</sup> Lockett. 

State of Mississippi } s.s.  
 Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of the said County, the within named Joseph Lockett and Louis Lockett 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 19<sup>th</sup> day of March A.D. 1878.  
 E. J. Jeffrey Clerk  
 By E. H. Lutziler D.C.

John J. Willis et al  
 Trustee of Trust  
 David Staderker Trustee  
 To Secure J. Staderker & Son.

Filed for Record March 21<sup>st</sup> A.D. 1878 at 3 P.M.  
 Recorded April 9<sup>th</sup> A.D. 1878.

This deed in trust made and entered into this the 21<sup>st</sup> day of March A.D. 1878, by and between John J. Willis and his wife, Martha J. Willis and Walter Willis Trustee of Trust and David Staderker of the second part and Jacob Staderker & Son of the third part is to witnes - That for and in consideration of the sum of ten dollars cash in hand paid by the said second to the said first parties the said first parties do by these presents bargain sell alien and convey unto

The said second party the following described real & personal property lying and being  
 in Madison County and State of Mississippi and better described as follows viz  
 160 (one hundred & sixty) acres of the South  $\frac{1}{2}$  of Sec 16 T9 R5 E West of the  
 Boundary line and  $\frac{1}{2}$  of S.E.  $\frac{1}{4}$  Sec 17 T9 R5 E. to have and to hold the same  
 unto him the said second party & his heirs & assigns forever together with all the ten-  
 ements appurtenances & hereditaments thereto belonging a lot two miles this day sold  
 the said Martha J. Willis to carry on her plantation in said County & State, one  
 bay horse, mule named Dave and the other a bay horse, mule named Dick & a  
 plantation wagon now on the plantation of the said first parties also all the  
 crops of cotton, corn, peas, potatoes, Godden and all other kind & species of crops  
 that may be grown any where by the said first parties during the years A. D.  
 1878, 1879, 1880, or in which said first parties may in any wise become or be  
 interested in any where during said years, but more especially the crops  
 grown or to be grown upon any of the lands now owned by said first parties  
 or rented by them, or which they may hereafter acquire or rent in Mad-  
 ison County, Mississippi. But this deed of trust is made upon the following  
 terms & conditions viz - Whereas the said Martha J. Willis is indebted to the  
 said J. Stadeker & Son for plantation supplies to carry on her separate plant-  
 ation during the year 1877, and for family supplies purchased with her  
 consent & used by her family & for which she consented when the debt was con-  
 tracted that her separate property should be liable for the sum of \$250.  
 dollars, and has given therefor payable to the order of said Stadeker & Son her  
 joint & several promissory note with John A. Walter this M. Willis payable  
 1<sup>st</sup> Oct 1878, and whereas she has bought from Stadeker & Son to carry on  
 her separate plantation mules Dick & Dave for which she has given her  
 joint & several promissory note with the parties above mentioned to J. Stadeker  
 & Son or order payable 1<sup>st</sup> Oct 1878 for the sum of \$125. Dollars -  
 and whereas for supplies to be furnished her to carry on her separate planta-  
 tion & for family supplies to be used in her family & for which she consents  
 that her separate property shall be held liable she has given her certain  
 other promissory note in writing payable for \$150. to the order of said  
 Stadeker & Son on the 1<sup>st</sup> Oct 1878, now if when said notes are due &  
 payable they are promptly paid off & satisfied then this deed in trust  
 to become null & void. But if when said notes are due they are not promptly  
 paid off then the said second party shall take into his possession the a-  
 bove described property wherever found & he shall sell the same for cash  
 or so much thereof as may be necessary to pay said notes in full, be-  
 fore the Court House door of Madison County at public outcry after post-  
 ing a written notice of the time & place of said sale in one public place  
 in said Madison County & State aforesaid & from the proceeds shall first  
 pay off & satisfy the first of said notes herein mentioned then the second  
 of said notes & then the third of said notes & if any money remains af-  
 ter all of said notes herein mentioned have been paid off & satisfied,  
 then he shall after paying the costs & commissions of the trustee for  
 selling & the costs & charges incident to the making & drawing & recording  
 & acknowledging this deed in trust pay over what balance that may remain  
 to said first parties - And if said David Stadeker shall for any  
 cause fail or refuse to act herein, then any one whom said first parties shall  
 request to act is fully empowered to act in all respects as the said David  
 Stadeker is herein authorized to act - In testimony of all which said first parties  
 have hereto set their hands & seals the day & year first above written.

Subscribed March 11/52  
Wm. J. Smith

John S. Willis Seal  
Martha J. Willis Seal

Walter Willis Seal  
Thomas M. Willis Seal  
The State of Mississippi  
Madison County

This day before me Robt. Cheek a member of the Board of Supervisors in & for said County & State personally came John S. Willis and W. C. Willis his wife Walter Willis & Thos. M. Willis who severally acknowledged that they signed sealed & delivered the above & foregoing instrument as their act & deed, and for the purposes & upon the day & in the year therein set forth; also before me personally came upon the same day Martha J. Willis wife of the said J. S. Willis who upon a private examination by me made separate & apart from her said husband acknowledged that she signed sealed & delivered the above and foregoing instrument as her voluntary act & deed & freely without any fears threats or compulsion of her said husband & upon the day & in the year & for the purposes therein set forth. In testimony of all which I have hereunto set my hand & seal this the day of March 21<sup>st</sup> A. D. 1848.

Robt. Cheek Seal  
Member Board Supervisors Dist No 4 Madison Co. Miss.

Wesley Smith  
Maryday Holcomb  
Deed of Trust  
David Stadeku Trustee  
To be paid J. Stadeku for.

Filed for Record March 22<sup>nd</sup> A. D. 1848 at 5 P. M.  
Recorded April 9<sup>th</sup> A. D. 1848.

This Indenture, made and entered into this 22<sup>nd</sup> day of March A. D. 1848, by and between Wesley Smith and Maryday Holcomb parties of the first part, and David Stadeku party of the second part, and J. Stadeku & Son parties of the third part, Witnesseth: That said Wesley Smith is now indebted to the parties of the third part, in the sum of one hundred & eighty two <sup>25</sup>/<sub>100</sub> Dollars, evidenced by his two notes of this date, \$86. <sup>48</sup>/<sub>100</sub> due Oct 1<sup>st</sup> 1848 and \$95. <sup>47</sup>/<sub>100</sub> due Oct 1<sup>st</sup> 1849. The said Smith and Holcomb are indebted to parties of third part in the sum of \$25. as evidenced by joint note of even date. 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 1848, to the amount of twenty Dollars, from this date until the 1<sup>st</sup> day of October A. D. 1848, the said money, goods, wares and merchandise being for Plantation supplies and necessaries, and wearing 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 1<sup>st</sup> day of October A. D. 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 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: One cow described as follows, white with yellow spots on sides now in possession of Wesley Smith. (4) one fourth interest in the following described lands viz. The 1/2 of 1/2 of N. E. 1/4 Sec 25 T 8 R 2 E lying being in the County of Madison & State of Mississippi the property of

said Wesley Smith and all the crops of cotton, corn, fodder &c that may be raised by the said parties of the first part or those in their employ on any lands, well known &c during the years 1848, 1849, 1850 or any subsequent year until this indebtedness is paid. This Deed of Trust is taken as additional security to the one of 1847. 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 1<sup>st</sup> day of October A. D. 1848, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be shipped to Stadelker & Son, Cotton Factors, 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 parties of the first part is to pay said Stadelker & Son 2 1/2 per cent of the whole of said indebtedness, which is agreed to 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 five 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 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 hereforward 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 acts and doings in the premises shall be as binding as if done by the said David Stadelker Trustee aforesaid.

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

Wesley <sup>his</sup> mark Smith  
 Maryland <sup>his</sup> mark Kilecomb

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Clerk of the  
 Chancery Court of the said County, the within named Wesley Smith & Maryland

Holecomb 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 22<sup>nd</sup> day of March A. D. 1878.  
 E. J. Jeffrey Clerk  
 By E. N. Lintwiler D. C.

Montfort Jones } Filed for Record April 10<sup>th</sup> A. D. 1878 at 10.30 A.M.  
 Do. Deed. } Recorded April 10<sup>th</sup> A. D. 1878.  
 John N. Stokes.

For and in consideration of the sum of Ten dollars, cash in hand paid to Montfort Jones of Kosciusko Attala County, State of Mississippi by John N. Stokes of Tunica County and State of Virginia, does, sell, remise, release and forever quit claim his entire interest in, and to those lands situated, lying and being in Madison County State of Mississippi To wit; E 1/2 Sec 20 T9 R 4 E and an undivided one half interest in and to those lands situated as follows To wit. Lot No 4 Sec 35 T9 R 4 E all of 11, 9, 5 E, 12, 9, 5 E, W 1/2 and S E 1/4 14, 9, 5, E all West of Pearl River of 23, 9, 5, E. To have and to hold unto him and his heirs forever against the claim or claims of all persons whatsoever.  
 Given under my hand and seal this 16<sup>th</sup> day of February 1878.  
 Montfort Jones Seal

State of Mississippi } Personally appeared before me W. V. Davis Clerk of the  
 Attala County } Chancery Court of said County, Montfort Jones who acknowledged that he signed, sealed and delivered the foregoing deed as his act and deed on the day and date thereof.  
 Given under my hand and seal of said Court at office this Feb 16<sup>th</sup> 1878.  
 W. V. Davis Clerk.

Robert Powell } Filed for Record March 19<sup>th</sup> A. D. 1878 at 5 P.M.  
 Annie D. Powell } Recorded April 10<sup>th</sup> A. D. 1878.  
 Do. Deed  
 Rosana Jane Pace

This deed of conveyance made this the 20<sup>th</sup> day of March A. D. 1878 by Robert Powell & his wife Annie D. Powell who is joined herein only to enable the said Robert Powell to convey, of the first part to Rosana Jane Pace of the second part, Witness this that the said Robert Powell & his wife, for and in consideration of the sum of nine hundred dollars in hand paid to him by said Rosana J. Pace the receipt of which is acknowledged & in the further consideration of the note executed in said Rosana for the sum of \$200.<sup>00</sup> payable to the said Robert Powell on the 15<sup>th</sup> day of December A. D. 1875. The said parties have this day sold & conveyed & do by these presents bargain grant sell alien & convey to the said Rosana Jane Pace the following described lot of land in the City of Ponton, in the County of Madison & in the State of Mississippi (viz.) a lot of ground commencing at the South East corner of the lot now occupied by James McFarland as a residence, on Carter Street running Thence east along Carter Street one hundred feet, Thence running north four hundred feet, Thence running west one hundred feet, Thence running south four hundred feet to the joint of beginning. To have and to hold unto the said Rosana J. Pace her heirs and assigns together with all the improvements thereon forever free from the claims of the said parties of the first part & those claiming under them. And the said Robert Powell doth covenant with the said Rosana J. Pace to warrant & defend the title to the same unto the said Rosana J. Pace her heirs and

The vendor has received in this deed has been paid. Robt Powell

assigns against the claims of all persons whatsoever. The note for \$200. is given in part for the purchase of the said lands & is to constitute a lien upon the same until paid the vendors lien being reserved for that purpose.

Witness our hands & seals. This deed is accepted with lease now on the premises.

Robt Powell Seal  
Annie T. Powell Seal

State of Mississippi } ss.  
Madison County } Personally appeared before me, E. J. Jeffrey, Clerk of the Chancery Court of said County, the within named Robert Powell and Annie T. Powell 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 Annie T. Powell, 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 force, threats or compulsion of her said husband.

Given under my hand and seal of said County this 19<sup>th</sup> day of March 1878.  
E. J. Jeffrey, Clerk.

W. P. Wallace } Filed for Records March 20<sup>th</sup> A. D. 1878, at D. C. M.  
Do } Deed } Recorded April 10<sup>th</sup> A. D. 1878.  
W. A. Wallace }

This deed of conveyance made and entered into this the 26<sup>th</sup> day of March A. D. 1878 between Walter P. Wallace and W. A. Wallace is to witnes that for and in consideration of the sum of two hundred dollars placed to the credit of the said W. P. Wallace on his note to the said W. A. Wallace the said W. A. Wallace has on the day of the date hereof bargained and sold a liead and conveyed and by these presents does bargain, sell, give and convey to the said W. A. Wallace an undivided quarter interest in the following lands lying in the County of Madison in the State of Mississippi to wit the N. W. 1/4 of Section twenty seven in Township ten Range three east and N. E. 1/4 and E. 1/2 N. W. 1/4 of Section thirty same Township and Range to have and to hold the interest above conveyed to the said W. A. Wallace his heirs and assigns forever the title to title to the interest above conveyed in said lands the said W. P. Wallace agrees & covenants to and with the said W. A. Wallace that he will forever warrant and defend to the said W. A. Wallace his heirs and assigns against the just claims of all persons.

On testimony whereof this deed is signed sealed and delivered the day & year above written.

Walter P. Wallace. Seal

State of Mississippi } ss.  
Madison County } Personally appeared before me under signed, Clerk of the Chancery Court of said County, the within named Walter P. Wallace 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 20<sup>th</sup> day of March A. D. 1878.

E. J. Jeffrey Seal  
By E. J. Jeffrey Clerk,  
By A. L. Tutwiler A. C.





The time place and terms of sale, said trustee and his successors, shall within the hours of Eleven O'clock A.M. and Four O'clock P.M. of the day so notified, sell said lands and personal property or so much thereof as may be necessary to pay and satisfy said promissory note, interest and said expenses, but public auction for cash and shall out of the proceeds thereof, pay off and discharge said note and interest and whatever may be then due and unpaid thereon and all of said expenses of executing and recording said deed and sale and shall pay over the residue, if any, to said parties of the first part. And if said trustee or his successors shall at any time after default in payment of said note with interest, fail or refuse to execute this trust, or become unable to execute the same by death, resignation or otherwise, then upon application of said parties of the second part, or their assigns, the Sheriff of said County at that time acting in office, shall be and is hereby authorized and empowered to execute all the powers hereby conferred on said party of the third part and his successors, for the execution of the trust hereby created. And after said sale and payment of the purchase money thereon, said party of the third part or his successors, or said Sheriff who may act in performance of said trusts as herein specified, is hereby authorized and empowered to convey by deed to such purchaser or purchasers of said property, real and personal his heirs and assigns, all the right title and interest, of said parties of the first part, to and in said lands and personal property. In testimony whereof said parties of the first second and third parts, have respectively hereto set their hands and seals on the day and year first herein above mentioned.

Signed, sealed and delivered in presence of me the undersigned & witnesses appearing in the above deed being first made before execution

Lizzie J. Baldwin  
Owen J. Baldwin  
T. J. Summell  
Geo. Handy  
W. J. Bass.

Seal  
Seal  
Seal  
Seal  
Seal

E. S. Jeffrey  
The State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the Chancery Court in the said County, Mrs. Lizzie J. Baldwin and her husband Owen J. Baldwin and severally acknowledged that they signed sealed and delivered the foregoing deed as their act and deed. And the said Mrs. Lizzie J. Baldwin wife of said Owen J. Baldwin, upon a private examination by me made of her separate and apart from her said husband, acknowledged that she signed sealed and delivered the said deed as her own voluntary act and deed for the purposes therein mentioned without any fear threats or compulsion of her husband so given under my hand and the seal of said Court this 22<sup>nd</sup> of March A.D. 1878.  
E. S. Jeffrey Clerk.

Jessie J. B. Yellowly } Filed for Record March 22<sup>nd</sup> A. D. 1878 at 9 A.M.  
No. 3 Mortgage } Recorded April 11<sup>th</sup> A. D. 1878.  
Robinson & Stevens.

This Indenture made and entered into this 15<sup>th</sup> day of March, A. D. 1878 between Jessie Yellowly and J. B. Yellowly, her husband, of the first part, and John W. Robinson and John C. Stevens, merchants in the City of Jackson, trading under the firm name and style of Robinson & Stevens, of the second part, witnesseth: That for, and in consideration of the sum of ten Dollars to the said first part paid, the receipt of which is hereby acknowledged; and for the good and consideration hereafter mentioned; the said parties of the first part have granted

At the request of Robinson & Stokes per writing I have this 29th day of November 1879. Made of the within Mortgage Certificate in presence of Jesse Yellowly & J. B. Yellowly

bargained, sold and by their presents do grant, bargain, sell to the said parties of the second part that certain tract or parcel of land lying being and situated in the County of Madison, State of Mississippi; and designated as follows, to wit: all that part of Section thirty, Township seven Range two east, which lies west of the New Orleans, Jackson and Great Northern Railroad or the St. Louis, Chicago and New Orleans railroad, containing one hundred and forty three acres more or less, together with the rents, issues and profits thereof and the lease for the current year; to have and to hold unto the said John W. Robinson and John P. Stevens and their heirs: Nevertheless I conditioned, that whereas the said parties of the first part are justly indebted to the said parties of the second part; in the sum of three hundred and eighty six 66/100 dollars, as evidenced by their sealed note for that amount, dated Jackson, Mississippi January 1. 1878, due twelve months after date, and bearing ten percent per annum interest from maturity until paid, and in the further sum of nine hundred and fifteen dollars, as evidenced by their draft for that amount of even date herewith, accepted by the said parties of the second part, and payable December 1878 both of which are given to secure advances of plantation and family supplies heretofore made and hereafter to be made; Now if the said parties of the first part shall well and truly pay off and discharge the said promissory note and draft as they respectively become due and payable, according to their tenor and effect, then this Indenture to be void and of no effect; but should they fail therein, or in delivering to the said parties of the second part or their authorized agent, the rents arising out of the leases of the above described land during the current year, in that event, the said parties of the second part, by themselves or their authorized agent are hereby authorized and empowered to take possession of the said tract of land, and to collect all rents issuing out of the same, and apply the same to the payment of the said promissory note first, and after such application, by themselves or their authorized agent to expose the said tract of land, after the notice required by law for sales and executed, to sale at the Court House door of said County of Madison to the highest bidder for cash between the hours prescribed by law; and out of the proceeds of sale, to pay, first, the costs and expenses incident to a foreclosure of this deed, second, the balance which may be due upon the said note and acceptance, and thirdly, the balance, if any, to the parties of the first part; And the said parties of the first part, in order to a speedy adjustment of the subject matter of this conveyance should a foreclosure thereof be necessary, covenant and agree that they will surrender possession of the said tract of land, and upon a sale thereof, under this deed, that they will, for the consideration of ten dollars in ready money or the currency of the United States, by deed, duly signed, sealed, acknowledged and delivered, convey and assure to the purchaser at such sale the above described tract of land, with covenant for quiet enjoyment as against themselves and all persons claiming or who may claim the same by, through or under them, in testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals the day and year first above written

Jessie Yellowly. *Jessie Yellowly*  
J. B. Yellowly. *J. B. Yellowly*

State of Mississippi }  
Madison County } Personally appeared before me an acting Justice of the Peace in and for said County, Jessie Yellowly and J. B. Yellowly, her husband who acknowledged that they signed, sealed and delivered the foregoing deed, on the day and year therein mentioned, as their act and deed; and the said Jessie Yellowly on a private examination by me separate and apart from her said husband,

acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely and without any fear, threat or compulsion on his part.  
Given under my hand & seal this 1 day of March A. D. 1878.  
D. L. Cameron J. P. Seal

J. B. Yellowly & Wife } Filed for Record March 22<sup>nd</sup> A. D. 1878, at 9 A.M.  
No. 1 Deed } Recorded April 11<sup>th</sup> A. D. 1878.  
Robinson & Stevens }

This Indenture made and entered into this 15<sup>th</sup> day of March A. D. 1878, between Jessie Yellowly and J. B. Yellowly, her husband, of the first part, and John W. Robinson and John P. Stevens, merchants in the City of Jackson, trading under the firm name and style of Robinson & Stevens, of the second part, witnesses that the said parties of the first part, for and in consideration of the sum of fifteen hundred Dollars to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold and by these presents do grant, bargain, sell to the said parties of the second part, the certain tracts or parcels of land lying, being and situate in the County of Madison, State of Mississippi, and designated as follows, that is to say, the east half of the east half of the south east quarter of section twenty seven, the south west quarter and the south half of west half of south east quarter and the east half of the south west quarter of section twenty eight, and the west half of the south west quarter of section twenty seven, and the west half of the north west quarter of section thirty four and the east half of the northeast quarter, less twenty acres South and of section thirty three, all in township seven of Range two East, containing in the aggregate five hundred and forty acres, more or less. To have and to hold together with all and singular the tenements, hereditaments and appurtenances thereto belonging, unto the said John W. Robinson and John P. Stevens and to their heirs & assigns. And the title to the same, the said parties of the first part, for themselves, their heirs, executors and administrators, unto the said parties of the second part, their heirs, executors and administrators, against the claims of all persons here by covenant to warrant and forever defend. In testimony whereof they have hereto set their hands and affixed their seals the day and date first above written.

Jessie Yellowly. Seal  
J. B. Yellowly. Seal

State of Mississippi }  
Madison County } Personally appeared before me, an acting and duly qualified Justice of the Peace for said County, J. B. Yellowly and Jessie Yellowly his wife, who acknowledged that they signed, sealed and delivered the foregoing deed, on the day and year therein mentioned as their act and deed, and the said Jessie Yellowly on a private examination by me separate and apart from the said J. B. Yellowly acknowledged that she signed, sealed and delivered the said deed as her voluntary act and deed freely and without any fear, threats or compulsion on the part of her said husband.

Given under my hand and seal this day of March A. D. 1878.  
D. L. Cameron J. P. Seal

David C. Jiggitts } Filed for Record March 23<sup>rd</sup> A. D. 1878 at 5 P.M.  
No. 2 Deed of Trust } Recorded April 11<sup>th</sup> A. D. 1878.  
N. J. Foote Jr Trustee }  
To secure P. Seligman }

By virtue of a certain deed of gift made to me as trustee for dinner furniture, date the 29<sup>th</sup> day of December 1878, and amended at about 10:00 pm of the county of Madison. I have, with my own hand in full, the same having been paid to me a bundle of gold & silver, March 20<sup>th</sup> 1879.

This Indenture, made and entered into this 23<sup>rd</sup> day of March A. D. 1878 by and between David E. Jiggitts party of the first part, and N. S. Foote Jr party of the second part, and F. Deligman 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 1150 Dollars evidenced by his two promissory notes payable to the order of the said F. Deligman on the 15<sup>th</sup> Oct 1878, one for \$750. & bearing interest if not paid after 1<sup>st</sup> Nov 1878 @ 1 Cent per annum, the other for \$400. And that, whereas, the said party of the third part has undertaken and promised to supply the said party of the first part, money, goods, and merchandise, during the year 1878, to the amount of Eighteen hundred Dollars, from this date until the 15<sup>th</sup> day of October A. D. 1878, 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 party of the third part, the prompt payment of said indebtedness at the maturity thereof, and the advances and supplies on or before the 15<sup>th</sup> day of Oct A. D. 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 has granted, bargained and sold, and by these presents does 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: NW 1/4 & E 1/2 NW 1/4 & W 1/2 E 1/4 + W 1/2 NW 1/4, sect 26 + E 1/2 NE 1/4 + S 1/2 NW 1/4, sec 27 + W 1/2 E 1/4 sec 10 + N 1/2 W 1/2 NE 1/4 sec 15 T9 R1 West + N. E. 1/4 sec 26 T9 R1 West + W 1/2 NW 1/4 sec 25 T9 R1 West, the said lands being 1280 acres be the same more or less, the said lands being called the Alamanee Plantation, also all the crops of cotton corn peas potatoes & Godden and all other crops that may be grown by the said D. E. Jiggitts in Madison County Mississippi during the year A. D. 1878 or in which he may have any interest, lien or claim, either as landlord, employer furnishing supplies to employees or otherwise, and also all crops grown during said year anywhere else in the State of Mississippi in which the said Jiggitts may have any interest or claim - and also the following described mules, four mules this day bought by F. Deligman for D. E. Jiggitts; one bay mare mule worked by Walker Thornton, one black & one bay mare mule worked by Rob Britton, one sorrel horse mule worked by Chas Moore, one black mare mule & one blk horse mule worked by Dave Johnson, 2 blk horse mules worked by Alfred Simons, one bay horse mule worked by Alex Simmons, one sorrel horse mule worked by Carroll Simmons, one bay horse mule worked by Hector Williams, one bay mare mule worked by Dave Smith, one dark mare mule worked by Speuser Jones, one sorrel horse mule worked by John Simmons, one sorrel mule named Patty, one sorrel horse named Pop, one large Jimmie named Fannie also the mules heretofore included in deed in trust to N. S. Foote Jr fifteen in number to which deed in trust reference is here made for description, Moore & Cleman & P. E. Helm for made in 1878 also all other mules that the said D. E. Jiggitts now owns or possesses in Madison Co. Miss or elsewhere: it being agreed that if necessary the name of said Jiggitts can be used in collecting rent claims. The same being transferred to said F. Deligman as collateral security for F. Deligman. 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 her 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 Ponton, at public auction to the highest bidder for cash, after giving ten days notice of the time and place of said sale by posting advertisement thereof in

one convenient public place, and convey the estate so sold to the purchaser/purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part, or the Successors 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 her 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 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 records thereof, and the same they forward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall from any cause fail to perform the duties of Trustee as aforesaid, then and in that case, the said party of the third part or her 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 H. S. Frote, Jr. 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.

David E. Jiggitts 

State of Mississippi } ss.  
Madison County }

Personally appeared before me undesignated Clerk of the Chancery Court of the said County, the within named David E. Jiggitts 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 23<sup>rd</sup> day of March A.D. 1878.  
E. J. Jeffrey, Clerk.

Catherine Semmes } Filed for Record March 23<sup>rd</sup> A. D. 1878 at 3 P. M.  
Do } Deed } Recorded April 11<sup>th</sup> A. D. 1878.  
Sylvester Cratis }

This Indenture executed and delivered this 13<sup>th</sup> day of February 1877 by and between Catherine Semmes party of the first part, and Dr. Sylvester Cratis, party of the second part, Witnesses - That for and in consideration of the sum of Dollars, in hand paid, the receipt whereof is hereby acknowledged the said Catherine Semmes has bargained and sold and sold by these presents bargain and sell transfer and convey unto the said Sylvester Cratis, the following real estate, located in the County of Madison & State of Miss, to wit: 1/2 W 1/2 N W 1/4 Sect 9 and 1/2 E 1/2 N E 1/4 Sect 8 less 5 acres off the west side - also 1 7/10 acres in W 1/2 N W 1/4 Sect 9 bounded as follows, commencing at the N W corner of said W 1/4 - thence South 11 4/100 chains thence East 15 chains thence South 11 4/100 chains thence East 15 chains thence North 11 4/100 chains - thence west 15 chains - Also 10 acres in Sect 107, commencing at the N E corner of said Section thence South 25 chains West 4 chains North 25 chains - 4 chains East - all in T 9 R 3 East containing 119 7/10 acres more or less - being the property set apart to the said Catherine in division of property in case of C. Austin Lockett, Jr vs Catherine Semmes, in the Chancery Court of Madison County, State aforesaid - The final Decree being recorded Oct 28<sup>th</sup> 1875. Book N. N. of records p 300 & which said decree is made a part of this deed, the same as if recited in full herein. To have and to hold

unto the said Sylvester Pratin, his heirs, executors, administrators & assigns. And the said Catherine Semmes, for herself, her heirs executors & administrators, covenant with the said Sylvester Pratin, that she is seized of an absolute fee-simple title to said above described property, and that the same is free and clear of all encumbrances whatever.

Witness my hand and seal this 13<sup>th</sup> day of February A. D. 1847.  
Catherine Semmes Seal

State of Mississippi }  
Madison County } ss. Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named Catherine Semmes 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 25<sup>th</sup> day of July A. D. 1847  
C. S. Jeffrey Seal

W. F. Sherrard }  
Do } Deed }  
R. L. Mabry Trustee }  
Do } secure John Clower. }  
Filed for Record March 25<sup>th</sup> A. D. 1848, at 11 A.M.  
Recorded April 11<sup>th</sup> A. D. 1848.

This Trust deed executed this the 23<sup>rd</sup> day of March A. D. 1848 by W. F. Sherrard to R. L. Mabry Trustee to secure John Clower the beneficiary. A. D. of Madison County and State of Mississippi is to witness, That whereas the said W. F. Sherrard owes said John Clower One Hundred dollars evidenced by promissory note payable on the 1<sup>st</sup> day of January 1849 in favor of said John Clower for said sum to secure the prompt payment of said note at maturity said grantor W. F. Sherrard have granted, bargained and sold and hereby grant bargain and sell alien and convey unto said trustee and his heirs and successors forever the following described property in said County viz One House and Lot known as my old store house One vacant lot on the south side of the above lot One vacant lot in the rear of the above two lots in the Town of Poplar City in the east half of southeast quarter section Thirty Township Twelve Range five east lying and being in the County and State aforesaid This deed to be void if said note shall be paid when due if not so paid the said Trustee or any one in writing appointed by the lawful holder of said note may take possession of said property and sell the same and convey title thereto to the highest bidder at Auction for cash on any Saturday or Monday in front of the Court House door of said County between the hours of 11 O'clock A.M. and 4 O'clock P.M. after first giving ten days advertisement of the time, place and terms of such sale by notice thereof posted on said Court house door and may apply the proceeds of such sale first to the payment of the principal and interest due on said note to the lawful holder thereof after paying the expenses of the execution of this trust and any balance to said W. F. Sherrard. Witness my hand and seal here to set on the day & year first herein before written.

Poplar City March 23<sup>rd</sup> 1848. W. F. Sherrard Seal

The State of Mississippi }  
Madison County } Personally appeared before the undersigned Justice of the Peace of said County the within named W. F. Sherrard who acknowledged that he signed, sealed and delivered the foregoing trust Deed as his own act and deed on the day and year therein named.

Given under my hand and seal this 23<sup>rd</sup> day March A. D. 1848.  
Saul Milton J.P. Seal

I acknowledge & ratify the contents of the within Deed of Court this 5<sup>th</sup> day of January A. D. 1880. John Clower

Ellie F. Melbourn  
J. Melbourn  
D. Dead of Trust  
C. W. Andrews Trustee  
R. Henry Mayson & Landers

Filed for Record March 8<sup>th</sup> A. D. 1878, at 11:30 A.M.  
Recorded April 11<sup>th</sup> A. D. 1878.

This Indenture, made and entered into this 25<sup>th</sup> day of February A. D. 1878, by and between Ellie F. Melbourn & J. Melbourn party of the first part, and C. W. Andrews party of the second part, and J. R. Mayson & D. C. Landers composing the firm of Mayson & Landers parties of the third part, Witnesses, That said parties of the first part, are indebted to the parties of the third part, in the sum of Four Hundred & forty five <sup>90</sup>/<sub>100</sub> Dollars, evidenced by their note of this tenor & date. 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 1878, to the amount of Three Hundred Dollars; from this date until the 1<sup>st</sup> day of October A. D. 1878. The said money, goods, wares and merchandise being for Plantation supplies and necessaries, such as wearing apparel; and that, whereas, the said parties of the first are desirous of seeing 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, A. D. 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 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: 1. Dark Bay Horse with white feet behind same sold to parties of first part by parties of third part. 1 Two Horses negro Also the crop of Cotton Corn &c &c that the parties of first part may raise or cause to be raised this year 1878. Also East half of sixteenth Section Township 9 Range 1 East, which is a leasehold. 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 1<sup>st</sup> day of October A. D. 1878 such an amount of Cotton as will fully pay off the indebtedness incurred therein, and in case said indebtedness is not paid at maturity, then the said parties of first part is to pay said Mayson & Landers 2 1/2 per cent of the whole of said indebtedness, which is agreed was 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 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 therein, 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 successors 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 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 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 J. W. Andrews 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.

Witness: W. M. Evans.  
C. H. Mayson.

J. J. Melbourn Seal  
J. J. Melbourn Seal

State of Mississippi } ss.  
Madison County } Personally appeared before the undersigned Clerk of the  
Chancery Court of the said County, the within named J. J. Melbourn 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 8<sup>th</sup> day of March A. D. 1878.  
E. J. Jeffrey Clerk

State of Mississippi } ss.  
Madison County } Personally appeared before the undersigned Clerk  
of the Chancery Court, the within named J. J. Melbourn wife of the said J. J. Melbourn 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 8<sup>th</sup> day of March A. D. 1878.  
E. J. Jeffrey. Clerk

Sarah N. Moorman } Filed for Record March 25<sup>th</sup> A. D. 1878. at 5 P.M.  
George N. Moorman. } Recorded April 11<sup>th</sup> A. D. 1878.  
Deed  
C. J. Allen.

This Indenture made and entered into this Thirtieth day of March A. D. 1878 between Sarah Helen Moorman and Geo Moorman her husband of the City of New Orleans State of Louisiana parties of the first part and Chas J. Allen of Tangiparish State of Louisiana party of the second part. Witnesseth that for and in consideration of the sum of Five Hundred \$500 Dollars cash in hand paid to the parties of the first part by the party of the second part the receipt whereof is hereby acknowledged the parties of the first part hereby bargain sell assign & convey unto the party of the second part



I do hereby these presents sell assign & convey unto said party of the second part all of the right title and interest that the said Sarah Helen Moorman has in and to the Estate left by her Father the late Thomas Shackelford be it real or personal property or choses in action To have and to hold the same unto the party of the second part, his heirs and assigns forever. And the said parties of the first part hereby covenant and agree with the party of the second part to warrant and defend the title to the said property conveyed as aforesaid against the claims of any and all parties whatsoever. In testimony whereof the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sarah Helen Moorman   
Geo Moorman 

State of Louisiana  
Parish of Orleans, City of New Orleans

On this 13<sup>th</sup> day of March A. D. 1878 before me

John G. Eastis a Commissioner for the State of Mississippi residing in New Orleans La. personally appeared Sarah Helen Moorman, Wife of George Moorman, the person described in & who executed the foregoing Instrument to me personally well known to be such, who stated and acknowledged that she signed, sealed and delivered the foregoing instrument on the day & year therein mentioned as her voluntary act and deed, for the uses and purposes therein mentioned. And the said Sarah Helen Moorman, wife of George Moorman, being by me examined privately and separate apart from her husband, acknowledged that she signed, sealed & delivered the foregoing Instrument on the day and year therein mentioned, as her voluntary act & deed, freely and without any fear, threat or compulsion of her said husband.

Given under my hand & seal of office on the day, month & year first above said.

 J. G. Eastis.  
Commissioner for Mississippi in New Orleans La.

State of Mississippi  
Madison County

Personally appeared before me underigned, Clerk of the Chancery Court of said County, the within named George Moorman, 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 Put on this 25<sup>th</sup> day of March A. D. 1878.



E. J. Jeffrey Clerk  
By E. A. Lintzshila D.C.

James Olin  
No. 3 Deed of Trust  
Wm Pennington Trustee  
No. 1000 of M. Allen

Filed for Record March 25<sup>th</sup> A. D. 1878 at 10 A.M.  
Recorded April 12<sup>th</sup> A. D. 1878.

This Indenture, made and entered into this 12<sup>th</sup> day of March A. D. 1878, by and between James Olin party of the first part, and William Pennington party of the second part, and James M. Allen party of the third part, Witnesseth: That said party of the first part, is indebted to the party of the third part, in the sum of Two Hundred & Seventy one <sup>50</sup>/<sub>100</sub> Dollars, evidenced by his note of this date, due and payable January 1<sup>st</sup> 1879 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 1<sup>st</sup> day of January A. D. 1879. 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: The West  $\frac{1}{2}$  South East  $\frac{1}{4}$  Section sixteen (16) Township eleven (11) Range 5 east containing 80 acres more or less. Also the entire crops of corn, fodder, cotton, cotton seed and all other crops raised by said 1<sup>st</sup> party during the year 1878, also one black man mule aged four years 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 by the 1<sup>st</sup> day of January A. D. 1879 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, 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 on the premises of D. M. Cain 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 2 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, 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 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 William Pennington Trustee aforesaid.

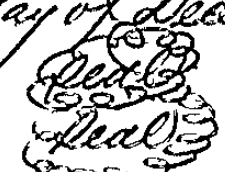

In testimony whereof, the said party of the first part, hereunto set his hand and seal on the day and year first above written.


James Cain Seal

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Justice of the Peace of the said County, the within named James Cain 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 seal, at office, this 12<sup>th</sup> day of March A. D. 1878.  
 Saml. Milton J. P. Seal

E. A. Tucker  
A. L. Tucker  
To } Deed  
Alfred Hargou  
Wiley Hargou  
The State of Miss

Filed for Record March 25<sup>th</sup> A. D. 1878 at 1 P. M.  
Recorded April 12<sup>th</sup> A. D. 1878.

Madison County } This indenture made and entered into this the fourth day of  
December A. D. 1877 by and between A. L. Tucker atty of E. A. Tucker & A. L.  
Tucker of the County of Warren State of Miss, parties of the first part and  
Alfred Hargou & Wiley Hargou his wife parties of the second part of the  
County of Madison State of Miss, Witnesseth: That the parties of the first  
part for and in consideration of the sum of Seven hundred Dollars to him in  
hands paid by parties of the second part, receipt whereof is hereby acknowl-  
edged have this day granted bargained and sold and by these presents does  
hereby grant bargain & sell unto the said parties of the second part their heirs  
and assigns forever the following tract or parcels of land lying and being in  
the County of Madison State of Miss, to wit: W/2 N/4 Sec 31 Twp 11 N Range 4 East and E/2 N E/4 Sec 36 township 11 Range 3 East containing by  
estimation One hundred and sixty acres together with all the appurtenances there-  
unto belonging - to have and to hold to them the parties of the second part, their heirs  
all the foregoing described land in fee simple forever and the said parties of the  
first part covenants and agree to and with the parties of the second part to war-  
rant and defend the title to said land and appurtenances against the claims  
or claims of all persons whomsoever. In testimony whereof the parties of the first  
part have hereunto set their hand and seal this the 4<sup>th</sup> day of December 1877.  
E. A. Tucker atty for E. A. Tucker.   
A. L. Tucker. 

The State of Miss }  
Madison County } Personally appeared before me a Justice of the Peace of said  
County R. L. Tucker atty for E. A. Tucker & A. L. Tucker who acknowledged  
that they signed sealed and delivered the foregoing as their act and deed at  
the time mentioned and for the purpose therein specified.  
Witness my hand and seal this the 4<sup>th</sup> day December A. D. 1877.  
E. L. Hargou J. P. 

Peter Westbrook  
To } Deed  
Jack Williams.

Filed for Record March 25<sup>th</sup> A. D. 1878, at 10 A. M.  
Recorded April 12<sup>th</sup> A. D. 1878.

The State of Mississippi } ss.  
Madison County }  
This Deed of Conveyance, made this 24<sup>th</sup> day of January, 1878, between Peter  
Westbrook, of the County of Madison and State of Mississippi of the first part,  
and Jack Williams, of the County of Madison, and State of Mississippi of the  
second part; Witnesseth: That the said Peter Westbrook, for and in consideration  
of the sum of Four hundred Dollars, to him in hands paid by said second party  
the receipt of which is hereby acknowledged has granted, bargained, sold and  
conveyed, and do hereby grant, bargain, sell and convey to the said party of  
second part, a certain parcel of land, situated in said County of Madison,  
and State of Mississippi, namely: West half of the South half of North  
West quarter of Sec 29 Township 12 Range 4 East containing forty acres  
of land more or less to have and to hold, the above described premises, with

The appurtenances, to the said party of the second part, and his heirs. And the said party of the first part, covenant with the party of the second part, that he will warrant and forever defend the title of the same to the party of the second part, and his heirs of the alienees under him free from and against the right, title, or claim of Peter Westbrook, and his heirs, and from all and every person or persons whomsoever, both at law and equity.

In testimony of which, The party of the first part has hereunto put his name and seal this day and year just above written.

Peter Westbrook Seal

The State of Mississippi } ss.  
Madison County.

Personally appeared before me, The undersigned a member of the Board of Supervisors in and for said County, the within named Peter Westbrook 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 January, 1878.

J. S. Moore Seal  
Member Board of Supervisors -

Eleanor B. Sneed & A. J. Sneed }  
Deed of Trust }  
R. C. Smith Trustee }  
To Samuel W. & J. A. Reid.

Filed for Record March 26<sup>th</sup> A. D., 1878 at 5.30 P. M.  
Recorded April 12<sup>th</sup> A. D., 1878.

This deed of trust made by Eleanor B. Sneed & Archie J. Sneed of the first part, W. P. Smith as trustee of the second part & J. A. Reid & M. M. Reid Jr of the third part Witnesseth That whereas the said M. M. Reid drew his sixth day draft on J. A. Reid for the sum of Eight Hundred & Thirty <sup>54</sup>/<sub>100</sub> Dollars in favor of said Eleanor B. Sneed which was accepted by J. A. Reid, which draft was dated March 25<sup>th</sup> 1878 & was done for the accommodation of the said Eleanor B. Sneed which was by her indorsed to R. C. Smith by said Eleanor B. Sneed for its face value & the said Eleanor B. Sneed wishing to indemnify said J. A. Reid & M. M. Reid Jr against any loss or contingencies by reason of said draft, now therefore the said Eleanor B. Sneed & A. J. Sneed do hereby bargain, sell, alien & convey to the said R. C. Smith the following described lands in the Madison County State of Mississippi (viz) N 8 1/4 Sec 36 Township 10 Range 2 East W 1/4 Sec 30 Township 10 Range 3 East, To have & to hold unto the said Smith his heirs & assigns forever & the said Sneeds will warrant & defend the title to the same against the claims of all persons whatsoever, but this deed is upon trust & limitation (viz) if the said Eleanor B. Sneed will pay said accommodation draft above named, now held by R. C. Smith when it falls due then this deed shall be void, But if said Eleanor B. Sneed fails to pay off said draft when it becomes due, then the said trustee at the request of the said M. M. Reid or J. A. Reid shall sell all of said lands before the Court house door in Canton in Madison County State aforesaid to the best bidder for cash at public outcry after giving 5 days notice of said sale by posting a notice thereof in writing at the door of the Court house aforesaid & shall apply the proceeds of the sale to the payment of said draft and cost of executing this trust & shall hand the balance to the said Eleanor B. Sneed & shall make a deed to the purchaser thereof The money obtained by said Eleanor B. Sneed from R. C. Smith on said draft was used by her in purchasing said real estate above named. Witness my hands and seals this 25<sup>th</sup> day of March A. D., 1878.

A. J. Sneed Seal  
Eleanor B. Sneed. Seal

This deed of trust is satisfied by the execution of another deed of trust on same lands & securing the same money with interest March 14 1879 R. C. Smith Trustee

State of Mississippi } ss.  
 Madison County } Personally appeared before me, E. J. Jeffrey, Clerk of the  
 Chancery Court of said County, the within named A. J. Ince and Eleanor B. Ince  
 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 Eleanor B.  
 Ince, 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 volun-  
 tary act and deed, freely, without any fear, threats or compulsion of her said husband.  
 Given under my hand and seal of said Court, this 26<sup>th</sup> day of March A. D. 1878.  
 Seal E. J. Jeffrey Clerk.

W. A. Caughen } Filed for Record March 26<sup>th</sup> A. D. 1878 at 2 P. M.  
 Do } Deed } Recorded April 12<sup>th</sup> A. D. 1878.  
 J. J. Caughen }

State of Mississippi } Know all men by these presents, that I William A. Caughen  
 Madison County } of Madison County Mississippi of the first part and J.  
 J. Caughen of the second part, Witnesseth that the first party for a valuable  
 consideration have, this day March the seventh A. D. 1878, bargained, sold,  
 conveyed and delivered unto J. J. Caughen, her heirs and her assigns in fee-  
 simple forever all that real estate lying and being situate in Madison County  
 Mississippi and further known as the E 1/2 of S. E. 1/4 Sec 33 Town 2 Range  
 5 East containing 80 acres to have and to hold the same with the heredita-  
 ments, tenements, fixtures and appurtenances thereunto belonging or in any wise  
 appertaining together with the annual usufruct and income of the same to  
 her own proper use & behoof against the claim or claims of all persons, what-  
 soever. I also bargain, sell and deliver unto J. J. Caughen one bay mare name  
 named Sallie for one hundred dollars paid in hand the receipt whereof is hereby  
 acknowledged. The right and title of the above described real & personal prop-  
 erty I warrant and defend against the claim or claims of any and all persons  
 whatever. In testimony whereof I have, this day March the seventh A. D. 1878  
 signed my name and affixed my seal in the presence of these witnesses.  
 W. A. Caughen Seal  
 J. W. Hamblen.


The State of Mississippi } Personally appeared before the undersigned Jus-  
 Madison County } tice of the Peace for said County, the within named  
 W. A. Caughen who acknowledged that he signed, sealed and de-  
 livered 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 23<sup>rd</sup> day of March A. D. 1878.  
 Saml. Milton J. P. Seal

L. Adams. } Filed for Record March 26<sup>th</sup> A. D. 1878, at 9:30 A. M.  
 Do } Deed. } Recorded April 12<sup>th</sup> A. D. 1878.

J. L. J. W. M. G. } State of Mississippi Madison Co. March 25<sup>th</sup> 1878  
 J. F. & M. A. Adams } Know all men by these presents that whereas M. M. Poppe was made trustee  
 in a deed of trust by J. W. Adams of the first part M. M. Poppe of the  
 second part and L. W. Adams of the third part on the 25<sup>th</sup> day of December  
 A. D. 1867 and on record in the Chancery Clerk's office of Madison County in  
 Book C pages 368, 369 & 370 for the sum of seven hundred dollars in full  
 due the first day of March 1874 and for the further indebtedness of seven  
 thousand six hundred and eighty dollars. The consideration of this


amount being expressed in said deed of trust and due April 12<sup>th</sup> 1839. And whereas the said M. M. Cooper was authorized upon the failure of J. W. Adams to meet or pay the two amounts as mentioned in said deed of trust to advertise and sell on the premises after giving thirty days notice of time & place the tract of land therein mentioned and whereas the said M. M. Cooper having died without executing the trust and the Hon. Chancery Court of Madison County at its January term A. D. 1848 appointed C. Adams Trustee in place of the said Cooper now therefore C. Adams trustee as aforesaid by virtue of said decree upon the failure of said J. W. Adams to meet or pay said indebtedness - did on the 23<sup>rd</sup> day of March 1848 sell to the highest bidder on the premises after having given thirty days notice as required by the deed and whereas J. L. Adams, J. W. Adams, M. G. Adams, J. F. Adams and W. L. Adams were the highest bidders - I, C. Adams trustee as aforesaid of the County and State above mentioned, do give grant bargain and convey to the said parties as mentioned above as the highest bidder the following real estate to wit: The N E 1/4 Sec 13 N E 1/4 & E 1/2 of N W 1/4 & W 1/2 of S E 1/4 & N E 1/4 of S E 1/4 & W 1/4 of N W 1/4 Sec 24 Township 9 R 14 E W 1/2 of S E 1/4 & W 1/4 of Sec 18 W 1/2 of N E 1/4 W 1/2 Sec 19 & W 1/2 of N W 1/4 Sec 20 Township 9 R 15 E to have and to hold said property for themselves their heirs & assigns forever.

In testimony whereof I have this day signed my name and affixed my seal the day and date just above written.

C. Adams Trustee 

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named C. Adams 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 26<sup>th</sup> day of March A. D. 1848.

 E. J. Jeffrey Clerk -  
 By E. N. Lottwick D. C.

M. C. Simpson and  
 M. J. Simpson  
 To J. Deed  
 John W. Robinson and  
 J. P. Stevens

Filed for Record March 27<sup>th</sup> A. D., 1848, at 9 A. M.  
 Recorded April 12<sup>th</sup> A. D., 1848.

This Indenture made and entered into this 26<sup>th</sup> day of March A. D. 1848, by and between M. C. Simpson and M. J. Simpson, his wife, of the County of Madison in the State of Mississippi, of the first part, and John W. Robinson and J. P. Stevens, composing the mercantile firm of Robinson & Stevens, of the County of Hinds, in said State, of the second part. Witnesseth that the said parties of the first part for and in consideration of the sum of Ten Dollars cash in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, and sold and by this presents do grant bargain and sell unto said parties of the second part the following described tracts and parcels of land with their appurtenances to wit: The west half of north east quarter and south half of east half of north west quarter of section Five & the west half of north west quarter and south west quarter and west half of west half of south east quarter of section Twenty one. The west half of west half of north east quarter and north west quarter and north half of south east quarter of section twenty eight, all in Township seven Range one East, and six acres off of the south west corner of the North East quarter and North

I was authorized by Thomas & Helen to do this by this deed of trust he being the case given to me & which I accordingly do this 11<sup>th</sup> day 12<sup>th</sup> 1854 Robt. Stewart

west quarter and south half of north southeast quarter less twenty acres off the north end, and west half of south west quarter of section twenty eight, the northeast quarter of section thirty two; and the west half of the south west quarter of section thirty three all in Township eight Range one East and all in the County of Madison in said state of Mississippi, and also on the following personal property to wit: one dark bay mare mule, one black horse mule, four light bay horse mules on said lands, together with all the wagons, plows, and farming implements thereon, and the rents issues and profits of said lands in and for the year 1878, now current. Nevertheless upon the following conditions to wit: Whereas the said parties of the first part are indebted to the said parties of the second part as the holders and owners of the following described notes and account to wit: One note made by said parties of the first part payable to said parties of the second part for the sum of Four hundred and forty four <sup>22</sup>/<sub>100</sub> Dollars (\$444.<sup>22</sup>) - dated May 1. 1876 and due one day after date with interest at the rate of ten per centum per annum from date, one note made by said parties of the first part payable to said parties of the second part for the sum of Two hundred and ninety two <sup>27</sup>/<sub>100</sub> Dollars (\$292.<sup>27</sup>) Dollars, dated March 29<sup>th</sup> 1874, and due one day after date with interest at the rate of ten per cent per annum, one account for plantation and family supplies in favor of said parties of the second part and against said parties of the first part for the sum of Two hundred and two <sup>19</sup>/<sub>100</sub> Dollars (\$202.<sup>19</sup>) due Jan 1<sup>st</sup> 1878. One note made by said M. P. Simpson payable to Payne Kennedy & Co. and by them endorsed to said parties of the second part for the sum of Five hundred & fifty Dollars (\$550), dated April 8<sup>th</sup> 1876, and due on 6<sup>th</sup> November 1876, with interest at the rate of ten per centum per annum from maturity, on which said note on 2<sup>d</sup> April 1877 there remained a balance due of Two hundred and twenty one <sup>02</sup>/<sub>100</sub> Dollars (\$221.<sup>02</sup>), and whereas also the said parties of the second part have agreed to pay and take up for the said M. P. Simpson a certain judgement or decree in Madison County in favor of Miss Fanny Clark for the sum of Four hundred and seventy five Dollars (\$475.) or thereabouts, then rendered against him, and have also agreed to advance to the said parties of the first part the sum of Five hundred Dollars, or thereabouts, in plantation and family supplies during the current year, Now therefore, if the said parties of the first part shall on or before the first day of November, 1878, will and truly pay unto said parties of the second part all the principal and interest due on the notes and accounts aforesaid, and whatever sum the said parties of the second part shall have paid to the said Fanny Clark on account of said judgement or decree, together with interest thereon at ten per centum from the time of payment thereof, and also whatever sum shall have been by the said parties of the second part advanced to them in plantation and family supplies during the current year, then this obligation to be void, otherwise, to remain in full force and effect. - It is also expressly understood and agreed by and between the parties hereto that in the event a foreclosure of this mortgage becomes necessary by reason of the non-payment of the aforesaid debt by said parties of the first part at the time aforesaid, the said parties of the second part shall have a lien upon the property herein conveyed for the attorney fees and costs expended in foreclosing this mortgage to the extent of ten per cent on the amount of the debt secured hereby. - The said parties of the first part also expressly covenant to and with said parties of the second part that the purchaser or purchasers, under any decree foreclosing this mortgage shall have quiet and peaceable possession of the property herein conveyed. In testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals the day and year first above written. The interlineation second page beginning with the word 'and' and ending with the word 'part' made by four signatures

M. P. Simpson.   
M. J. Simpson. 



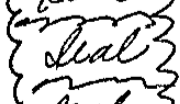

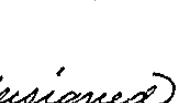
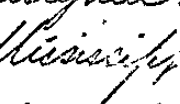
The State of Mississippi }  
Hinds County } This day personally appeared before the undersigned Clerk  
of the Peace in and for said County and State the above named M. P. Simpson  
who acknowledged that he signed sealed and delivered the foregoing and on the day  
and year therein written as his act and deed. Also at the same time appeared before  
me Mrs. M. J. Simpson wife of said M. P. Simpson who on a private examination  
separate and apart from her said husband acknowledged that she signed sealed  
and delivered the foregoing deed on the day and year therein written as her vol-  
untary act and deed, freely and without any fear threats or compulsion of her  
said husband.

Given under my hand and seal of office this day 26<sup>th</sup> of March 1848.  
 W. T. Pattiff Clerk.

W. E. Johnson  
R. B. Johnson  
Mary Johnson  
M. J. Anderson  
C. L. Anderson  
Jane C. Johnson  
Do } Deed.

Filed for Record March 28<sup>th</sup> A. D. 1848 at 9 A.M.  
Recorded April 13<sup>th</sup> A. D. 1848.

This Deed of Conveyance executed by Jane C. Johnson and her husband Robert B. Johnson, William E. Johnson, Maria J. Anderson and her husband Chapman L. Anderson and Mary B. Johnson, parties of the first part to J. B. Parthen party of the second part, Witnessed: That said parties of the first part for and in consideration of the sum of One hundred and Ninety dollars to them in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have granted bargained sold and conveyed, and by these presents, do grant, bargain, sell and convey unto the said party of the second part his heirs and assigns the following described land situated in the County of Madison, State of Mississippi, to wit: The North half of East half of North East quarter of Section Three (3) Township eleven (11) Range Five (5) East together with the building improvements and appurtenances therunto belonging - And said parties of the first part for themselves, respectively, and for their respective heirs and assigns forever do covenant and agree to warrant and defend the title to the above described land unto said party of the second part and his heirs and assigns forever against the right title claim and interest of them the said parties of the first part, respectively and of their respective heirs and assigns forever. In testimony whereof the said parties of the first part have hereunto set their hands and seals on this the 21<sup>st</sup> day of February A. D. 1848.

W. E. Johnson   
R. B. Johnson   
Mary Johnson   
M. J. Anderson   
C. L. Anderson   
Jane C. Johnson 

The State of Mississippi }  
Attala County } This day personally appeared before me the undersigned Jus-  
tice of the Peace in and for the County of Attala State of Mississippi  
the foregoing named C. L. Anderson who acknowledged that he signed sealed and  
delivered the foregoing Deed of Conveyance on the day and year therein made and



For the uses and purposes therein specified as his own act and deed, also personally appeared before me the undersigned Justice of the Peace the within named M. J. Anderson wife of the said C. L. Anderson who on a private examination made by me separate and apart from her husband C. L. Anderson acknowledged that she signed sealed and delivered the foregoing Deed of Conveyance on the day and year therein mentioned and for the uses and purposes therein specified as her own act and deed freely and without any fear, threat or compulsion whatever on the part of her said husband.

Given under my hand and seal on this the 21<sup>st</sup> day of February A. D. 1898.  
J. A. Davis J. P. Seal

The State of Mississippi }  
Payroll County } This day personally came before the undersigned Clerk of the Circuit Court in and for said County W. E. Johnson and acknowledged that he signed and delivered the within and foregoing deed as his act and deed, on the day of the date thereof and for the purposes therein expressed.

Given under my hand and seal of said Court this 25<sup>th</sup> day of February A. D. 1898.  
R. J. Davis Clerk

State of Mississippi }  
Attala County } Personally appeared before me W. V. Davis Clerk of the Chancery Court in and for said County the within named R. B. Johnson and Mary Johnson who severally acknowledged that they signed sealed and delivered the within and foregoing deed as their act and deed on the day of the date thereof and for the uses and purposes therein expressed.

Witness my hand and seal of said Court at Kosciusko this 7<sup>th</sup> day of March A. D. 1898.  
W. V. Davis Clerk  
By Thos Oliver S. C.

State of Miss }  
Leake County } This day personally appeared before the undersigned Justice of the Peace for said County Jane C. Johnson, wife of C. B. Johnson who being by me examined, separate and apart from her said husband, and the foregoing instrument of writing fully explained by me, acknowledged that she signed sealed and delivered the same, on the day and date thereof for the uses and purposes set forth therein, as and for her voluntary act and deed, without any fears, threats or compulsion of her said husband.

In witness whereof I have hereunto set my hand and seal this the 20<sup>th</sup> day of March A. D. 1898.  
Edward D. Torrey J. P. Seal

H. Alers and  
Louisa Alers  
To } Deed of Trust  
W. Andrews Trustee  
To secure Mayson & Landers.


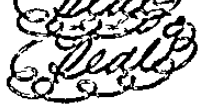
Filed for Record March 20<sup>th</sup> A. D. 1898 at 9 AM.  
Recorded April 13<sup>th</sup> A. D. 1898.

This Indenture, made and entered into this 25<sup>th</sup> day of March A. D. 1898, by and between Louisa Alers and Henry Alers parties of the first part, and W. Andrews party of the second part, and J. R. Mayson & L. C. Landers comprising the firm of Mayson & Landers party of the third part, Witnesses; That said parties of the first part, are indebted to the parties of the third part, in the sum of Three hundred Twenty eight <sup>24</sup>/<sub>100</sub> Dollars, evidenced by their note of this tenor & date, to wit: 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

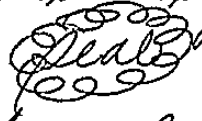
The year 1878, to the amount of One Hundred Dollars, from this date until the first day of October A. D. 1878. The said money, goods, wares and merchandise being for plantation supplies and necessaries, and wearing apparel; and that, whether said parties of the first part are desirous of securing to the said parties of the second 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 A. D. 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 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, 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 parcel of land commencing at the N. W. corner of  $\frac{1}{2}$   $\frac{1}{4}$   $\frac{1}{4}$  sec. 7, Township 9 Range 3 East, thence south eight chains, thence east to Canton & Moore's bluff road thence along said road to the intersection of said road with the northern boundary of said  $\frac{1}{2}$   $\frac{1}{2}$   $\frac{1}{4}$  above set forth, thence west to the point of beginning said to contain two acres, also, all our right title and interest in four acres of land adjoining the above bought of Mrs. Sumner on which we owe One Hundred & Sixty dollars, also 1 Bay Mare Mule named "Nep" of Wagon, also all the crop of cotton now growing that the parties of the first part may raise or cause to be raised this year 1878 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 chosen, 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 1<sup>st</sup> day of October A. D. 1878, such an amount of Cotton as will fully pay off the indebtedness incurred therein, and in case said indebtedness is not paid at maturity, then the said parties of the first part is to pay said Mayson & Sanders 2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidated damages in cases of the non-performance of the obligation 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 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 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 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 into

action 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 hereto, that if the said party of the second part, shall from any cause fail to perform the duties of Trustee of said land, 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 P. M. Andrews Trustee of said land.

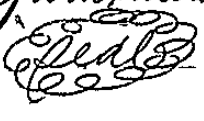
In testimony whereof, the said parties of the first part, hereunto set their hands and seals on the day and year first above written.

Louisa Ales   
 N. Ales. 

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Clerk of the  
 Chancery Court of the said County, the within named N. Ales who acknowl-  
 edged 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 30<sup>th</sup> day of March A. D. 1898.  
 E. J. Jeffrey Clerk.  
 By E. H. Lintwick D. C.

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Clerk of  
 the Chancery Court of said County, the within named Louisa Ales wife of the said  
 N. Ales who, in a private examination, separate and apart from her husband as-  
 knowledged 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 30<sup>th</sup> day of March A. D. 1898.  
 E. J. Jeffrey Clerk.  
 By E. H. Lintwick D. C.

State of Mississippi } Filed for Record March 30<sup>th</sup> A. D. 1898, at 11.15 AM  
 D. E. Savage } Recorded April 13<sup>th</sup> A. D. 1898.  
 The State of Mississippi.  
 This Indenture, made and entered into, this, the 5<sup>th</sup> day of January A. D. 1898,  
 between the State of Mississippi, of the first part, and D. E. Savage of the second  
 part, Witnesseth: That, whereas, there was sold on the 5<sup>th</sup> day of March A. D. 1897,  
 to the State of Mississippi, Fortunes due the State, the following tract of land, to-wit:

Division of Section	Section	Township	Range	Acres.
N 1/2 E 1/2 N 1/2 W 1/4	24	9	2 E	10

Situated in Madison County, containing ten 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> 1896, and who  
 this day applied to purchase the said land, and paid the sum of twenty dollars  
 and 5 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 warrant

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. N. Gibbs, Auditor of Public Accounts, for the purpose therein set forth.

Given under my hand and seal of office, this 3<sup>rd</sup> day of January A. D., 1848.

*Seal*

John McCall  
Mayor of Jackson and Ex. officio Justice of the Peace.

R. E. Savage } Filed for Record March 30<sup>th</sup> A. D., 1848 at 11.15 A. M.  
To } Quit Claim Deed. } Recorded April 15<sup>th</sup> A. D., 1848.  
T. F. Graves

In consideration of the sum of Thirty seven dollars to me in hand paid by T. F. Graves, I hereby remise release and quit claim unto him the said T. F. Graves and to his heirs and assigns forever all my right title interest and estate in and to that piece of land in Madison County Mississippi known as N 1/2 E 1/2 S 1/2 W 1/4 Section 24 Township Nine (9) Range 2 East with all tenements and appurtenances.

R. E. Savage *Seal*

State of Mississippi } ss.  
Madison County } Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named R. E. Savage 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 30<sup>th</sup> day of March 1848.  
*Seal* J. J. Jeffery Clerk

Tanner Graves } Filed for Record April 5<sup>th</sup> A. D., 1848 at 5.10 P. M.  
To } Quit Claim Deed. } Recorded April 15<sup>th</sup> A. D., 1848.  
Mrs. A. W. Prittley

In consideration of the sum of Two Hundred Dollars to me in hand paid by Mrs. A. W. Prittley I hereby remise release and quit claim unto her the said A. W. Prittley and her heirs and assigns forever all my right title interest and estate in and to a tract of land in Madison County Miss known as N 1/2 E 1/2 S 1/2 W 1/4 Section 24 Township (9) Nine Range 2 East with all tenements and appurtenances.

Given under my hand and seal this 5<sup>th</sup> day of April 1848.  
Tanner Graves *Seal*

State of Mississippi } ss.  
Madison County } Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named Tanner Graves 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 5<sup>th</sup> day of April 1848.  
*Seal* J. J. Jeffery Clerk

J. B. Pratt } Filed for Record March 30<sup>th</sup> A. D., 1848 at 6.25 P. M.  
To } Deed } Recorded April 15<sup>th</sup> A. D., 1848.  
Low Gibbs

Know all men by these presents that J. B. Pratt of the City of Canton State of Mississippi in consideration of the sum of One Hundred and Ten Dollars to be paid by Miss Low Gibbs have bargained sold conveyed and by these presents do hereby

grant, bargain, sell & convey to said Lou Gibbs the following described real estate in the County of Madison & State of Mississippi to wit, a certain building lot located about one mile from the Court house of said County, beginning at a stake on the road leading from the South east corner of the public square of the City of Canton, in said County to Catliff's Ferry at the south east corner of the lot owned & occupied by Robert Maybrey at the time of his death & at the south west corner of the lot herein conveyed, thence along said road Northwesterly 183 feet, thence northerly 65 ft to the road leading from the North east corner of the public square above mentioned to said Catliff's Ferry - thence along said road in the direction of said Canton 183 ft thence south to place of beginning 122 ft. Said lot being the same as conveyed to me by Edward Grant by his death of September 15, 1844 and the same as occupied by said Grant as a residence prior to the destruction of the house located thereon by fire on the 9<sup>th</sup> of August A. D. 1847. To have & to hold the same to her the said Lou Gibbs her heirs & assigns forever, subject only to the vendors lien herein reserved. I have received for the purchase money of said lot a certain promissory note of even date herewith for said sum of One Hundred & ten Dollars payable on demand - signed Lou Gibbs by Ruben Jones a lien upon the property herein conveyed is reserved as security for the payment of said note. I hereby covenant with the said Lou Gibbs her heirs & assigns, that I will & my heirs, all forever warrant & defend the title to the property herein conveyed against the lawful claims of all persons. In witness whereof I have hereunto set my hand & seal this 30 day of March A. D. 1848.

J. B. Pratt Seal

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named J. B. Pratt 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 30<sup>th</sup> day of March A. D. 1848.

E. J. Jeffery Clerk.

Filed for Record March 30<sup>th</sup> A. D. 1848, at 9 A.M.  
 Recorded April 15<sup>th</sup> A. D. 1848.

To C. C. Parkman & John D. McDowell }  
 Co. Deeds of Trust }  
 E. C. Baldwin Trustee }  
 Do versus Rickham & Moore }  
 This deed of trust and agreement, made this 26<sup>th</sup> day of March A. D. 1848 between the said parties of the first part and Rickham & Moore Provision Merchants in the City of New Orleans Louisiana of the second part in and to the sum of Four thousand three hundred & twenty seven & 1/100 Dollars on their promissory notes dated March 22<sup>nd</sup> 1848 and due and described as follows, Number one for fourteen hundred & twenty nine & 1/100 Dollars due November 15<sup>th</sup> 1848, Number two for fourteen hundred & forty two & 1/100 Dollars due December 15<sup>th</sup> 1848 and number three for fourteen hundred & fifty five & 1/100 Dollars due January 15<sup>th</sup> 1849 and amounting in total to Four thousand three hundred & twenty seven & 1/100 Dollars. And whereas said parties agreed to secure the payment of said sum, that the parties of the first part, in consideration of the sum, as well as for said Debt as to them paid E. C. Baldwin Trustee, do hereby bargain, sell and convey to said Trustee following tracts or parcels of land lying being and situated in Madison County and State of Mississippi; and more fully described as follows to wit; 22 acres off the 1/4<sup>th</sup> cor. of N 1/2 of N E 1/4 and E 1/2 of N W 1/4 less 22 acres out of the South west 1/4 of the

By authority of a certain instrument of writing or Release by E. C. Baldwin Trustee, Recorded in Book of Deeds No. C. C. page 618. I enter full date of action.  
 May 20<sup>th</sup> 1848  
 M. O. Baeyne  
 Chancery Clerk

W<sup>1/2</sup> of W<sup>1/2</sup> in section 31 Township 8 Range one West and the N. W<sup>1/4</sup> and S<sup>1/2</sup> of Section 25 and the E<sup>1/2</sup> of E<sup>1/2</sup> of Section 26 and the N. E<sup>1/4</sup> and E<sup>1/2</sup> of N W<sup>1/4</sup> lying east of a diagonal line and the W<sup>1/2</sup> of S E<sup>1/4</sup> and N<sup>1/2</sup> of E<sup>1/2</sup> of W<sup>1/4</sup> of Section 35 and the N<sup>1/2</sup> and W<sup>1/2</sup> of S E<sup>1/4</sup> of Section 36 Township 8 Range 2 West and containing in all Nineteen hundred and eight (1908) acres more or less and known as the "Woodland Place" together with all the tenements, rights, privileges and appurtenances thereto belonging or in any wise appertaining. To have and to hold the said tract of land & to said C. C. Baldwin Trustee for the satisfaction of this deed of trust. Also all of the crops of cotton & corn to be raised grown or cultivated on said Woodland plantation during the years 1878 & 1879 the title to which unto said Trustee they warrant and agree forever to defend. In trust, however, that if said parties shall on or before the maturity of the above described notes due to wit November 15<sup>th</sup> 1878 December 15<sup>th</sup> 1878 and January 15<sup>th</sup> 1879 pay what may be due said Dickman & Moore as aforesaid and all costs incurred in and by this deed, then this deed to be void but if default is made in said payments the Trustee shall take possession of said crop and property and having given thirty days notice of the time, place and terms of sale by advertising the same for thirty days in a newspaper published in the town of Canton Madison County Mississippi. And should the Trustee at any time believe said property or any part thereof endangered as a security for the payments he shall take the same into his possession & hold till said payments are made or till said property is sold as aforesaid; but until demanded by the Trustee for the purposes as aforesaid, said parties of the first part can hold the same. In testimony whereof, said C. C. Parkman & John T. McDowell have hereunto set their hands and seals.

C. C. Parkman Seal  
 J. T. McDowell Seal

State of Mississippi }  
 Madison County. } Personally appeared before me J. E. Davis an acting Justice of the Peace in and for said County & State, the within named C. C. Parkman and John T. McDowell who acknowledged that they signed, sealed and delivered the foregoing deed of trust and agreement and at the time therein named as their act and deed. Given under my hand and seal of office, this 26<sup>th</sup> day of March 1878.  
 J. E. Davis Seal  
 Justice of the Peace.

John E. Wales  
 Maggie P. Wales  
 John P. Hickman  
 Bettie A. Hickman  
 Sallie E. Wilhoite  
 Do } Quit Claim Deed.  
 Mattie A. Howard

Filed for Record April 12<sup>th</sup> A. D., 1878 at 12.30 P. M.  
 Recorded April 15<sup>th</sup> A. D., 1878.

This quit claim deed made by John E. Wales & Maggie P. Wales, John P. Hickman & Bettie A. Hickman & Sallie E. Wilhoite to Mattie A. Howard, Witnessed that the said John E. Wales & Maggie P. Wales, John P. Hickman & Bettie A. Hickman & Sallie E. Wilhoite for & in consideration of two dollars in hand paid to each of us by the said Mattie A. Howard, the receipt of which is herein acknowledged & do hereby bargain, sell & convey to the said Mattie A. Howard the following described land with improvements thereon situated in the County of Madison State of Mississippi (viz) W<sup>1/2</sup> of W<sup>1/4</sup> of Sec 13 & 22 acres off east side of the E<sup>1/2</sup> of S E<sup>1/4</sup> of Sec 14 N<sup>1/2</sup> of E<sup>1/2</sup> of E<sup>1/4</sup> of Sec 23 and all that portion of the N<sup>1/2</sup> of W<sup>1/2</sup> of N W<sup>1/4</sup> of Sec 24 lying west of the Pole Ferry or Shump Bridge Road all in Township 10 Range 3 E. To have & to hold the same unto the said Mattie A. Howard her heirs & assigns.

Forever free from any & all right or title that we may or might have to said premises -  
Witness our hands & seal.

John E. Wales  
Maggie P. Wales  
Sallie E. Wilhoite  
John P. Hickman  
Bettie A. Hickman



State of Mississippi } ss.  
Madison County } Personally appeared before me, E. S. Jeffrey, Clerk of the Peace of  
County of said County, the within named John E. Wales, Sallie E. Wilhoite & John P.  
Hickman and Maggie P. Wales & Bettie A. Hickman their wives, who severally acknowl-  
edged that they signed, sealed and delivered the foregoing and annexed Deed, as  
their own act and deed, and she said Maggie P. Wales & Bettie A. Hickman upon  
a private examination by me made, separate and apart from her said hus-  
band, 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 12<sup>th</sup> day of April A. D. 1878.  
E. S. Jeffrey Clerk.

R. H. Childress } Filed for Record April 1<sup>st</sup> A. D. 1878 at 8.45 AM  
Do } Recorded April 15<sup>th</sup> A. D. 1878.  
Margaret MeKie }

This Indenture made and entered into this day of March 1878 by and be-  
tween R. H. Childress of the 1<sup>st</sup> part and Margaret MeKie of the second part both  
of Madison County & State of Mississippi. Witnesses that whereas said R. H. Childress  
purchased from said Margaret MeKie & her husband M. J. MeKie a certain tract or  
parcel of land to be hereinafter described, on the 1<sup>st</sup> day of Jan'y 1877 giving a certain  
joint promissory note of R. H. & J. C. Childress for the sum of \$180.00 payable 1<sup>st</sup> day  
December 1877, and whereas said note has not been paid and it is agreed mutually  
by all parties to rescind the said trade then made - Now for a more consider-  
ation of the above mutual agreement and the delivering up to said 1<sup>st</sup> party the  
joint promissory note of \$180.00 above referred to the receipt whereof is hereby ac-  
knowledged. The said party of the first part R. H. Childress does hereby grant,  
bargain, alien, sell & convey and by these presents has granted, bargained,  
aliened, sold & conveyed unto the said Margaret MeKie her heirs, executors  
and assigns forever a certain tract or parcel of land being the same previously  
conveyed by said Margaret MeKie & M. J. MeKie her husband to said Childress  
and recorded in Deed Book D page 90, being and being in Madison  
County State of Mississippi and described as follows, To wit - 25 acres off the north  
end of M/2 - M/4 Sec 22 Town 9 Range 1 West to have and to hold the above  
lands and appurtenances unto her heirs, executors and assigns forever and  
the said R. H. Childress does hereby covenant covenants agree with the said Margaret  
MeKie her heirs & assigns, that he will forever warrant and defend the title  
to the above described lands - against his heirs executors & assigns as well as  
against the claim or claims of any party whatsoever -

In testimony of the above the party of the 1<sup>st</sup> part has hereunto set his hand & seal this  
day March 1878 -

R. H. Childress Seal

Intention before signing in the 4<sup>th</sup> line from the bottom 1<sup>st</sup> page "The receipt whereof is  
hereby acknowledged."

State of Mississippi }  
 Madison County } Personally appeared before me a Justice of the Peace for  
 said County, R. W. Childress who acknowledged that he signed, sealed and deliv-  
 ered the foregoing deed as his own act and deed on the day and year therein named  
 and for the purposes therein set forth -  
 Witness my hand and seal this day March 1878.  
 Robt Powell Mayor J. P. Seal

John E. Wales  
 Maggie P. Wales  
 Frank M. Howard  
 Mattie A. Howard  
 John P. Nickman  
 Bettie A. Nickman  
 No Deed of Quit Claim  
 Sallie E. Wilhoite

Filed for Record April 1<sup>st</sup> A. D. 1878 at 12.30 P.M.  
 Recorded April 15<sup>th</sup> A. D. 1878.

This quit claim deed made by John E. Wales & Maggie P. Wales, Frank M. Howard &  
 Mattie A. Howard & John P. Nickman & Bettie A. Nickman for & in consideration of ten  
 Dollars in hand paid to each of us by the said Sallie E. Wilhoite the receipt of  
 which is herein acknowledged & do hereby bargain sell & convey to the said Sallie E.  
 Wilhoite the following described lands with improvements thereon situated in the  
 County of Madison State of Mississippi (viz) 50 acres off the west side of E 1/2 of  
 S. E. 1/4 of Sec 14 169 Acres in the North and West part of Sec 14 lying east of  
 Rail Road and East of Adam Meek all in Township 9 Range 3 E. Town 10 to hold  
 the same unto the said Sallie E. Wilhoite her heirs & assigns forever from any & all right  
 or title that we may or might have to said premises. Witness our hand & seal.

John E. Wales Seal  
 Maggie P. Wales Seal  
 Frank M. Howard Seal  
 Mattie A. Howard Seal  
 John P. Nickman Seal  
 Bettie A. Nickman Seal

State of Mississippi } ss.  
 Madison County } Personally appeared before me E. S. Jeffrey, Clerk of the  
 Chancery Court of said County, the within named John E. Wales, Frank M. Howard  
 & John P. Nickman and Maggie P. Wales, Mattie A. Howard & Bettie A. Nickman  
 their wives, who severally acknowledged that they signed, sealed and delivered the foregoing  
 and annexed Deed, as their own act and deed. And the said Maggie P. Wales, Mattie A.  
 Howard & Bettie A. Nickman, upon a private examination by me made, separate and  
 apart from their said husbands, acknowledged that they signed, sealed and de-  
 livered the same as their voluntary act and deed, freely, without any fear, threat or  
 compulsion of their said husbands.  
 Given under my hand and seal of said Court, this 1<sup>st</sup> day of April A. D. 1878.  
 E. S. Jeffrey, Clerk.

Mary C. Divinie  
 E. C. Divinie  
 No Deed  
 Rhedoe & C. Leary  
 County of Madison  
 State of Mississippi

Filed for Record April 2<sup>nd</sup> A. D. 1878 at 11.30 A.M.  
 Recorded April 15<sup>th</sup> A. D. 1878.



Know all men that We Mrs Mary C. Divine by these presents do quit claim now and forever all our right, title and property claim in and to the following described real estate lying and being in the County and State aforesaid viz 30 acres off S end N 1/2 of N 1/4 + 14 1/2 acres off N end N 1/2 of S 1/4 of Sec 27 and 29 acres off N end of S E 1/4 + 14 1/2 acres off N end of E 1/2 of N 1/4 and 15 acres off S end East 1/2 of N 1/4 and 14 acres off S end N E 1/4 of Sec 28 all in T 9 R 4 East to Bledsoe & Deary their heirs and assigns.

D. C. Divine Seal  
Mary C. Divine.

State of Mississippi } ss.  
Madison County } Personally appeared before me, E. S. Jeffrey, Clerk of the Chancery Court of said County, the within named D. C. Divine and Mary C. Divine 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 Mary C. Divine, 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 2<sup>nd</sup> day of April A. D. 1878.  
E. S. Jeffrey Clerk.  
By Ed. C. Tutwiler Secy.

D. W. O. Cain Trustee } Filed for Record April 2<sup>nd</sup> A. D., 1878 at 9 A.M.  
T. J. Seed } Recorded April 15<sup>th</sup> A. D. 1878.  
W. G. Sandmeyer

State of Mississippi } Know all men by these presents that I David O  
Madison County } Cain trustee appointed instead of Frank Mc Cook part  
of the first part by virtue of a deed in Trust duly signed sealed and delivered  
by James W. Smith & Nancy J. Smith his wife of Madison County Mississippi  
on the 10<sup>th</sup> day of March A. D. 1874 to secure the payment of \$204.<sup>20</sup> to W. G.  
Sandmeyer which deed was duly acknowledged and recorded in the Chancery  
Clerk's Office of Madison County in the town of Canton on the 10<sup>th</sup> day of March A. D.  
1874 in Book of Records of deed of said County E. C. on page 228 after having  
advertised as required by deed did proceed to sell on the 15<sup>th</sup> day of January  
A. D. 1878 all the real estate lying and being situated in Madison County Miss-  
issippi and known as the North half of West half north east quarter section  
12 Range five east containing 40 acres more or less at public auction and W. G.  
Sandmeyer bidding the sum of \$100. and that being the highest and best bid  
Now therefore I David Cain Trustee do bargain sell convey and deliver unto  
W. G. Sandmeyer his heirs and assigns forever in fee simple all that real  
estate known as the N 1/2 of W 1/2 N E 1/4 Sec 12 R 5 east lying & being sit-  
uate in Madison County Mississippi with the tenements hereditaments and appurte-  
nances therein belonging for & in consideration of the sum of one hundred  
dollars in hand paid the receipt whereof is hereby acknowledged I own  
only the title in trust by the aforesaid Deed in trust. In testimony where-  
of I have this day January the 26<sup>th</sup> A. D. 1878 signed my name & affixed  
my seal in the presence of these witnesses.

Witness  
J. K. Hamblin  
W. H. Miller  
State of Mississippi }

D. W. O. Cain Trustee Seal

Madison County & Personally appeared before the undersigned Justice of the Peace for said County, the within named D. W. O'Quinn who acknowledged that he signed sealed and delivered the foregoing Deed as his own act and deed on the day and year therein named:

Given under my hand and seal this 26<sup>th</sup> day of Jan'y A. D. 1848.  
Daniel Milton J. P. Seal

Nathan W. McKie &  
Mary E. McKie  
Trustees of Trust  
John Handy Trustee  
No. Jesse J. M. Anderson  
Treasurer.

Filed for Record April 2<sup>nd</sup> A. D. 1848 at 10 A.M.  
Recorded April 16<sup>th</sup> A. D. 1848.

This deed in bond is satisfied by sale of the property thereby conveyed, this the 10<sup>th</sup> day of May 1849  
John Handy, Trustee.

This deed made this 26<sup>th</sup> day of April Anno Domini 1848, by and between Nathan W. McKie, Mary E. McKie, his wife of the first part, John Handy of the second part and Jesse J. M. Anderson, Treasurer of the County of Madison State of Mississippi of the third part Witnessed: That the said parties of the first, for and in consideration of the loan to said Nathan W. McKie of the sum of eight hundred dollars, belonging to the Township School Fund of said County, which loan is evidenced by the promissory note of said Nathan W. McKie bearing even date with these presents and payable to the said party of the third part and his successors in office, two months after the date of said note until paid, at the rate of ten per cent per annum, have granted bargained sold aliened & conveyed to said party of the second part & his successor as hereinafter provided, all of the following described land, situate lying & being in said County, to wit, East half South East quarter of section thirty two and the whole of South West quarter of section thirty three, all in Township ten, Range 4 East; also a lot of ground with all improvements thereon, situated in Canton in said County, beginning on Peace Street at the South East corner of a lot now owned & occupied by A. N. Parker as a residence, thence running along said Street East one hundred feet, thence due north one hundred feet, thence West one hundred feet thence South to the beginning, also the following other property lying & being in said County - To have & to hold said property unto the said party of the second part, his successors forever. But this conveyance is made upon the trust & condition following, to wit: if the said Nathan W. McKie shall well and truly pay said promissory note to the said party of the third part, or his successor in office, according to the tenor & effect of said and shall also well & truly pay all taxes on said property as said taxes shall become due, then this conveyance shall be void. But if said McKie shall fail to pay said note, or if he should fail to pay the taxes on said property when due, and for each and every year so long as said note remains unpaid, then it shall be the duty of said party of the second part, or his successor as hereinafter provided to sell said property, or such part thereof as may be necessary to the highest & best bidder for cash, before the door of the Court house of said County, after giving three weeks notice of the time place & terms of sale, by advertisement published in some newspaper published in Canton in said County; and out of the proceeds of such sale the said party of the second part, or his successor, shall first pay all costs incident to this trust, and then whatever taxes, if any, shall be due on said property or any part thereof, and then he shall pay whatever of principal or interest or both that may be due on said note, and the balance, if any, he shall pay over to said Nathan W. McKie, his legal representatives or assigns, and in case of the death, absence or the refusal of said party of the second part to execute the trust, then all the trust powers and duties herein provided to

be exercised or performed by the Clerk of the Chancery Court of said County for the time then being, as fully as said Statute is enforced therein; and it is further provided that in failure to pay any taxes thereon to become due on said property or any part thereof, the said trustee or his successor, shall be authorized & it shall be his duty to proceed to sell said property as herein before provided, when the said note be then due or not, & to apply the proceeds of such sale as herein before provided. Witness our hands & seals the date first herein before written.

N. W. McKie Seal  
M. E. McKie Seal

State of Mississippi }  
Madison County } ss. Personally appeared before me, E. J. Jeffrey, Clerk of the Chancery Court of said County, the within named N. W. McKie 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. E. McKie, upon a private examination by me made, separate and apart from his said husband, acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, freely, without any fear, threats or compulsion of the said husband.  
Given under my hand and Seal of said Court, this 2<sup>nd</sup> day of April A. D. 1878.  
E. J. Jeffrey Clerk

J. F. Alford Wife } Filed for Record April 2<sup>nd</sup> A. D. 1878 at 10.30 A.M.  
J. J. Deed } Recorded April 16<sup>th</sup> A. D. 1878.  
C. Powell }

This Indenture made & entered into this 21<sup>st</sup> day of January 1876 between J. F. Alford & A. D. Alford his wife of the County of Rankin & State of Mississippi of the first part and Robert Powell of the County of Madison & State of Mississippi of the second part, Witnesseth: That parties of the first part, in consideration of the sum of two hundred (\$200.) dollars secured by two notes of even date with this deed, the first note due & payable to A. D. Alford & order on the 15<sup>th</sup> day of February 1876 for the sum of One hundred dollars & signed by party of the second part, have granted, bargained, sold & conveyed to hereby grant bargain sell & convey to party of the second part, an undivided one half interest in an eighth of land, lying & being in the County of Madison & State of Mississippi & described as follows, to wit: The last half of the South West quarter of section thirty six, Township nine, Range two east; (E 1/2 SW 1/4 Sec 36 T9 R 2 E) forty acres more or less, with the appurtenances; To have and to hold the above described undivided half interest of forty acres of land in said eighth, with the appurtenances to party of the second part, his heirs & assigns. And the parties of the first part covenant with the party of the second part that they will warrant & defend the title of the same to the party of the second part & his heirs or the assigns under him, free from & against the right, free from & against the right title or claim of any & all persons claiming by through or under them or either of them. In testimony of which the parties of the first part hereunto put their names & affix their seals on the day & year first above written.

J. F. Alford Seal  
A. D. Alford Seal

State of Mississippi }  
Rankin County } Personally appeared before me an acting J. P. in & for the County & State aforesaid

S. F. Alford who acknowledged that he signed sealed & delivered the foregoing deed of conveyance as his own act & deed on the same day Mrs A. Q. Alford wife of S. F. Alford appeared personally before me & on a private examination, separate & apart from her husband acknowledged that she signed, sealed & delivered the foregoing deed of conveyance freely & voluntarily & without any fears, threats, persuasion or compulsion of her husband as her own act & deed.  
 Given under my hand & seal this 21<sup>st</sup> day of January 1846  
 Chas. Boyd J. P. Seal

John A. Watkins } Filed for Record April 2<sup>nd</sup> A. D. 1848 at 11 A.M.  
 Do } Deed } Recorded April 16<sup>th</sup> A. D. 1848  
 Mary C. Divins }

Know all men by these presents, that I, John A. Watkins, of the City of New Orleans and State of Louisiana, for and in consideration of seven hundred and fifty dollars to me in hand paid by Mrs Mary C. wife of Samuel C. Divins of the County of Madison and State of Mississippi, have this day bargained, sold, released and conveyed and by these presents do bargain, sell, release and convey, unto the said Mrs Mary C. Divins wife as aforesaid, all and singular, right, title and interest, in and to the following tracts or parcels of land, being the same purchased by me of Thomas Divins, Maria D. Divins, wife of Joseph M. Rainey, Mary C. Carr wife of Thomas D. Carr & the Jane Divins, wife of Samuel C. Divins, deceased, from whom the lands hereinafter described, were purchased: To wit - The West 1/2 of South West 1/4 of Section 27, the southwest quarter of section 28; a fraction of the south part of the west 1/2 of the North West 1/4 of Section 27, containing thirty acres, also a fraction of the south part of the North East 1/4 of Section 28 containing forty acres, also a fraction of the south part of the East 1/2 of the North West 1/4 of Section 28, containing twenty acres - all of the above described lands, lying in Township 10 Range 4 East and containing four hundred and ten acres, more or less; together with all and singular the members, rights, hereditaments and appurtenances to the said premises belonging or in any wise appertaining or incident thereto - To have and to hold, all and singular the premises above mentioned, unto the said Mrs Mary C. Divins, wife as aforesaid, her heirs and assigns forever - And I do hereby bind myself, my heirs, executors and administrators forever to warrant and defend the land and singular the premises above described unto the said Mrs Mary C. Divins, wife as aforesaid, her heirs and assigns forever.

In witness whereof I hereunto set my hand and seal this 26<sup>th</sup> day of December 1847  
 John A. Watkins Seal

State of Louisiana }  
 Parish of Orleans }  
 City of New Orleans }  
 Reformed Alfred Ingraham duly appointed and commissioned by the Executive of the State of Mississippi a Commissioner of Deeds within and for the State of Louisiana with full power to administer oaths and take proofs of Deeds and other instruments of writing intended to be used or recorded in said State. Personally appeared John A. Watkins of the City of New Orleans aforesaid, and personally known to me as the party signing in my presence the foregoing and annexed Deed or Instrument of writing, and acknowledged that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein mentioned. In testimony whereof I have hereunto set my hand and official seal this twenty-sixth (26<sup>th</sup>) day of December 1847  
 Alfred Ingraham  
 Com. of the State of Miss. Seal

Adam Joiner &  
Abi Joiner  
To & Deed of Trust  
B. Maas Trustee  
To Penny Mullaas.


Filed for Record April 3<sup>rd</sup> A. D. 1878 at 11 A.M.  
Recorded April 16<sup>th</sup> A. D. 1878.

This Indenture, made and entered into this 3<sup>rd</sup> day of April A. D. 1878 by and between Adam Joiner & Abi Joiner his wife parties of the first part, and B. Maas party of the second part, and M. Maas 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 Eighty five Dollars, evidenced by a promissory note of evasten & dated payable October 1<sup>st</sup> 1878 the said money, goods, wares for plantation supplies and and wearing apparel; 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 first day of October A. D. 1878. Now, therefore, in consideration of the sum of ten dollars, 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 the crops of cotton, corn, fodder & all other produce grown & raised by us or hands in our employ & also in which we may become interested during the year 1878 grown & raised in Madison County on the place known as the Capt. Hart place about 3 miles from Canton, also on (1) one parcel more called Fanny about 10 years old with the blaze face, formerly the property of D. M. Sanders, (2) one house & lot transferred from David Dean to Abi Joiner, commencing at the southeast corner of the lot now occupied as a residence of Nelson Quinn & running north along said lot 400 feet thence east 100 feet thence south 400 feet thence west 100 feet to the beginning containing one acre (more or less), one Red & White Cow called Emma one calf called Pyke with two in the face one Red Cow called Bell. To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns, and the successors of him forever, in trust, nevertheless, upon the 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 A. D. 1878, such an amount of Cotton as will fully pay off the indebtedness incurred therein said Cotton to be sold in Canton for cash 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 Adam & Abi Joiner is to pay said M. Maas 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 an actual possession of said Real and Personal Estate, and sell the same, 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 two days notice

Witness my hand  
M. Maas

of the time and place of said sale 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 party of the third part, and her 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; 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 for any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or her 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 B. Maas 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.

Adam Joiner   
 His heirs Joiner 

State of Mississippi } ss.  
 Madison County

Personally appeared before the undersigned Clerk of the Chancery Court of the said County, the within named Adam Joiner 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 3<sup>rd</sup> day of April A. D. 1848.  
 By E. J. Jeffery - Clerk

George R. Weatherly and  
 Virginia A. Weatherly  
 To B. Deed of Trust.  
 W. P. Stinson Trustee  
 To secure W. P. Smith.

Filed for Record April 2<sup>nd</sup> A. D., 1848 at 3 P. M.  
 Recorded April 14<sup>th</sup> A. D., 1848.

This Indenture, made and entered into this 2<sup>nd</sup> day of April A. D. 1848, by and between George R. Weatherly and Virginia A. Weatherly his wife parties of the first part, and W. P. Stinson party of the second part, and W. P. 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 Six Hundred Dollars, evidenced by their promissory note of the same date with this instrument and payable Nov 1<sup>st</sup> 1848 and 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 first day of November A. D. 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 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

This deed of trust is satisfied in full by payment of \$2000  
Money the balance of \$1000 from B. M. Smith  
31st Nov 1879

Mississippi, to-wit: E 1/2 of S E 1/4 Section 11 - Township 9 - Range 2 East - also one brown mare mule named Pat about 6 years old also one brown mare mule named Jimmy about 10 years old - also one grey mare mule named Rose about 12 years old - also all the corn cotton oats peas crop and all other agricultural crops & products that the said parties of the first part may make or cause to be made during the year 1878 on the place or plantation in said County & State known as the Wax place & described in part above. 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 last day of November A. D. 1878, such 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 some 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 parties of the first part, and in case said indebtedness is not paid at maturity, then the said parties of the first part are to pay said party of the third part 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 allegations herein. 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 some 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 posting advertisements thereof in one or more convenient public places, and by the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if then 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 party of the first part, and their 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, 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 then 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 party of the first part, and their 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 party of the third part, or his assigns, shall, in writing, appoint another Trustee in his place whose acting and doing in the premises shall be as binding as if done by the said H. B. Smith

Trustee of your said

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

G. R. Weathersby Seal  
W. A. Weathersby Seal

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned Justice of the Peace of the said County, the within named Geo. R. Weathersby 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 seal, at office, this 2<sup>nd</sup> day of April A. D. 1848.

O. New Nester J. P. Seal

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned Justice of the Peace of the said County, the within named Virginia A. Weathersby wife of the said George R. Weathersby 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 seal, this 2<sup>nd</sup> day of April A. D. 1848.

O. New Nester J. P. Seal

Zachariah Hawthorne }  
D. Deed }

Filed for Record April 4<sup>th</sup> A. D. 1848 at 6 P. M.  
Recorded April 5<sup>th</sup> A. D. 1848.

Letitia E. Jordan }  
The State of Mississippi }  
Madison County }

Know all men by these presents that I, Zachariah Hawthorne, for and in consideration of the sum of seventy five dollars to me in hand paid, and for the further consideration of one promissory note for seventy five dollars, of even date with this indenture, made payable to Wm. H. Dudley bearing interest from date at the rate of 10 percent until paid and reserving on its face a lien upon the property for purchase money, do hereby bargain, sell, alien and convey and by these presents do grant sell and convey unto Letitia E. Jordan all my rights title and interest in and to the following described property situate and being in the County of Madison and State of Mississippi; to wit, one lot or parcel of land in the town of Osprey City and bounded and described as follows: commencing three hundred and twenty feet east of the corner of Broad and Central Streets at Donalds store on east side of Broad & south side of Central streets, thence one hundred feet front on south side Central street towards the Railroad & one hundred & twenty feet back to an Alley of twenty feet. To have and to hold, with the simple with all the rights tenements and hereditaments thereto belonging And I do hereby bind myself my heirs executors and administrators to warrant and defend the title to Letitia E. Jordan.

Given under my hand & seal this 1<sup>st</sup> day of April A. D. 1848.

Witness

Wm. H. Jordan

The State of Mississippi }  
Madison County }

Zachariah Hawthorne Seal  
Atty for Mary L. Hawthorne

Before me, E. L. Hargow a Justice of the Peace in and for the County and State aforesaid personally came Zachariah Hawthorne atty in fact for Mary L. Hawthorne who being duly sworn acknowledged that he signed sealed and



delivered the foregoing conveyance as his own act & deed on the day & date therein mentioned given under my hand & seal this the 1<sup>st</sup> day of April, 1878.  
J. L. Higgins J. P. Seal

Wm H Powell & Robert Powell } Filed for Record April 3<sup>rd</sup> A. D. 1878 at 10 A.M.  
Do's Deed of Trust } Recorded April 11<sup>th</sup> A. D. 1878.  
John Handy Trustee }  
To secure James M. Anderson's }  
Debt }  
Treasurer }

This deed in trust satisfied this 23<sup>rd</sup> day of February 1885 by sale of the property for \$1000.00

This deed made this 1<sup>st</sup> day of April, 1878, between William H. Powell and Robert Powell of the first part, John Handy of the second part and James M. Anderson Treasurer of Madison County Mississippi of the third part witnesseth, that said party of the first part, for and in consideration of the loan of One Thousand dollars of the Township school fund of said County, for which they have executed their promissory note, under seal, to the party of the third part, bearing even date with these presents, & also bearing interest at the rate of ten per centum per annum, from its date until paid, hath given granted bargained sold aliened & conveyed, and by these presents doth give grant bargain sell alien and convey to said party of the second part & his successor as hereinafter provided, the following tract or parcel of land, lying & being in said County, namely, the tract of land near Vernon in said County, commonly known as the Dr Thomas Tract, and particularly described in a deed of conveyance made by M. J. McKie & Margaret J. McKie, to said party of the first part dated the 1<sup>st</sup> day of January A. D. 1878, & recorded among the land records of said county - it being the tract of land on which Dr James P. Thomas resided at the time of his death, & devised to his wife Illinois C. Thomas, by his last will & testament, and by said Illinois C. Thomas conveyed to Margaret J. McKie by two separate deeds, one of which is recorded among the land records of said County in deed book marked C. C. p. 531 & the other in deed book D. D. p. 144. To have & to hold said lands unto the said Handy & his successor, as hereinafter provided forever. But this conveyance is made upon the trust and condition following to wit: if the said William H. Powell and Robert Powell shall well & truly pay by said note under seal, according to the tenor & effect thereof - all and all taxes that hereafter may become due & payable on said land so long as said note remains unpaid, then this conveyance shall be void - but if he fail herein, then said party of the second part or his successor shall sell said lands or as much thereof, as may be necessary to the highest bidder for cash, before the door of the Court House of said County, after giving three weeks notice of the time place & terms of the sale by advertisement published in some newspaper in said County; and out of the proceeds of such sale shall first be paid all costs incident to this trust, and then whatever taxes if any shall be due on said property or any part thereof, and then he shall pay whatever of principal or interest or both that may be due on said debt, and the balance, if any, to the party of the first part, his legal representatives or assigns: & in case of the death, absence or refusal of the said party of the second part to execute this trust, all the powers and duties conferred upon him by these presents, shall be conferred upon & performed by the Clerk of the County Court of said County for the time then being; and it is further provided that on failure to pay any of the taxes, hereafter to become due on said property; or any part thereof, the said trustee or his successors hereby

50  
42 1/2  
12 7/12

authorized & empowered, and it shall be his duty to proceed at once to sell said prop-  
erty as herein provided, whether said note be then due or not, and to apply the proceeds  
of sale as herein before provided.

Witness my hand & seal the day & year first herein written, the two interlineations being first made.

W. H. Powell Seal  
Robt. Powell Seal

State of Mississippi } ss.

Madison County } Personally appeared before the undersigned, Clerk of the  
Chancery Court of said County, the within named Robert Powell and W. H. Powell who  
acknowledged that they signed, sealed and delivered the foregoing Deed on the day and  
year mentioned, as their act and deed.

Given under my hand and official seal, at office, in said County, this 2<sup>nd</sup> day of April, A. D. 1848.  
Seal F. J. Jeffrey Clerk

J. M. Dulaney & } Filed for Record April 14<sup>th</sup> A. D. 1848, at 8.30 A.M.  
Nattie M. Dulaney } Recorded April 18<sup>th</sup> A. D. 1848.  
Deed.

Mrs. Georgiana (Petchings)

This Indenture made and entered into this the 8<sup>th</sup> day of March, A. D. 1848 by  
and between John M. Dulaney & Nattie M. Dulaney his wife of the County of Bol-  
ivar and State of Mississippi of the first part and Mrs. Georgiana (Petchings) of the County  
of Madison & State aforesaid of the second part - Witness that the said parties of the  
first part for and in consideration of the sum of eight hundred dollars to them in  
hand paid - the receipt whereof is hereby acknowledged - as follows to wit - The sum  
of three hundred dollars in currency and the sum of five hundred dollars in ex-  
change notes of W. P. Dulaney payable to said Georgiana & endorsed by her -  
have granted, bargained & sold and by their presents do hereby grant bargain, sell and  
convey unto the said party of the second part the following described land lying &  
being situate in the said County of Madison and State aforesaid to wit - The north  
east quarter of the north east quarter & three acres of the north east corner of south  
half of east half of north east quarter - section twenty - also south half of south  
half of south east quarter - and the land lying immediately west of the last de-  
scribed land and the Jackson and Linnæton road the said road being the north-  
ern boundary in section twenty eight all in Township seven Range one East in said  
County of Madison & containing one hundred & thirty five acres more or less - To have  
& to hold the said land unto her the said party of the second part her  
heirs and assigns in fee simple forever - And the said parties of the first part  
for themselves their heirs executors and administrators covenant and agree to and  
with the said party of the second part her heirs and assigns that they will  
give warrant & defend the title to the above land against the claim of all  
persons whomsoever. In witness whereof the said parties of the first part have  
hereto set their hands and seals this the day and date first herein written.

Nattie M. Dulaney Seal  
J. M. Dulaney Seal

State of Mississippi }  
Bolivar County }

Personally appeared before the undersigned Justice of the  
Peace in and for said County the aboves named J. M. Dulaney and Nattie M.  
Dulaney who acknowledged that they signed, sealed and delivered the foregoing  
deed on the day and year therein mentioned as their own act & deed and the  
said Nattie M. Dulaney on a private examination by me separate and  
apart from her said husband acknowledged that she signed, sealed and deliv-

ered the said deed on the day and year therein mentioned, as her voluntary act and deed - freely without any fear, threats or compulsion from her said husband - In witness whereof I have hereunto set my hand and seal this 8<sup>th</sup> day of March A.D. 1878.

J. J. Montgomery J. P. Seal

Robert H. Hoffman  
Deed of Trust  
John Handy Trustee  
To secure James M. Anderson  
Treasurer of Madison Co. Miss.

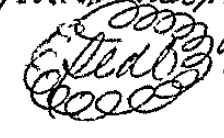
Filed for Record April 4<sup>th</sup> A.D. 1878 at 11 AM  
Recorded April 18<sup>th</sup> A.D. 1878.

This deed made this first day of April 1878, by and between Robert H. Hoffman of the first part, John Handy of the second part and James M. Anderson Treasurer of Madison County, Mississippi of the third part. Witnesseth that the said party of the first part for & in consideration of the sum of one thousand Dollars of the Township School Fund of said County loaned to said Hoffman, which loan is evidenced by the note of said Hoffman for said sum of money, bearing even date with these presents, and payable twelve months after the date of said note with interest at the rate of ten per centum per annum from date of said note until paid, hath given granted bargained sold aliened and conveyed, and by these presents doth give grant bargain sell alien and convey to said party of the second part, the following tracts or parcels of land, situated in said County of Madison to wit; the house & lot in Canton now occupied as a residence by said Hoffman, situated on Union Street, including the offices & the buildings situated on said lot; also a certain other house & lot in Canton, on Peace Street, now occupied by a mulatto woman named Betty Lee, also described & designated on a plat of said town made by E. D. Ford for C. W. Hiden, as Lot number three & more particularly described as follows: beginning at the north east corner of a lot sold by C. W. Hiden to Jacob Phew now occupied by Ben Phew as a store house, on said Peace Street, thence running south one hundred feet, thence east twenty eight feet thence north one hundred feet, thence west twenty eight feet to the beginning; also another house & lot in Canton, conveyed to said Hoffman by M. H. Rose & Fannie E. Rose and recorded in deed book L. L. page 493, it being all of Lot No 5 in Square No 2 on Liberty Street in the plat or plan of said town laid off by John Briscoe and others, except so much of said lot No 5 as has been sold by said M. H. & F. H. Rose to M. B. Joel; also the following described parcel of land lying West of the Rail Road from Canton to Jackson, Mississippi; to wit all that lot or parcel of land conveyed by George M. Wymann & wife to said Hoffman by deed recorded in deed book U. of the land records of said County on page 252, it being part of a lot or parcel of land conveyed by Mattie M. Canlow and W. J. Canlow, by deed to Mary Werners, and by said Werners to said Wymann, the former deed being recorded in book of deeds M. of said County, on pages 278 and 279, and the latter, viz. the deed to said Wymann, being recorded in book of deeds U. pages 140 & 141; also 80 acres of land being 1/2 of Section 20 Township 9 Range 3 East conveyed to said Hoffman & J. H. Weatherly by W. H. Humphreys Guardian of the Estate of said Weatherly by deed recorded in book B. B. of the deeds in said County page 251 & subsequently conveyed, as to one moiety thereof, by said Weatherly to said Hoffman, by deed recorded in book of deeds L. L. page 210; also 14 acres in northwest corner of 1/2 of Section 20 Township 9 Range 3 East conveyed by Macey & wife to said Hoffman by deed; recorded in deed

This deed in trust by R. H. Hoffman to me as Trustee, is satisfied in full, by the payment of the sum of \$1280.00, amount remaining due to this 1st day February 1886 - said amount being paid to James M. Anderson Treasurer of Madison County Miss & said Hoffman not answering, all above in my presence - J. J. Handy, Trustee

book #14 p. 192 of the land records of Madison County, in which County all the lands herein described are situated to hold the same to said Handy & his successors forever; but this conveyance is subject to the trust & conditions following, to wit - if the said Hoffman shall well & truly pay all taxes that may become due on said property or any part thereof, while said note remains unpaid and shall also well & truly pay said note according to its tenor & effect, then this conveyance shall be void; but if said Hoffman shall fail to pay all taxes that may hereafter become due on said property or any part thereof or shall fail to pay said note according to its tenor & effect, then it shall be the duty of said Handy or his successor hereinafter provided for, to sell said lands, lots or parcels of land before the door of the Court House of said County to the highest bidder for cash, and out of the proceeds of such sale he shall first pay all taxes due at that time upon said property or any part thereof & the costs incident to such sale and then the money due on said note according to its tenor, deducting credits if any & the balance he shall pay to said Hoffman or his legal representative - The time, place & terms of sale herein provided for shall be published for three consecutive weeks prior to such sale, in some newspaper published in said County - and in case of the death, absence or failure of said Handy herein, all the powers & duties hereby specially conferred upon said Handy, shall belong to & are hereby conferred on the clerk of the Chancery Court of said County. Witness my hand & seal the day & year first herein written, the three different publications being first made.

*R. N. Hoffman* 

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Clerk of the  
 Chancery Court of said County, the within named *R. N. Hoffman* 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 3<sup>rd</sup> day of April A. D. 1878.  
 *E. J. Jeffrey* Clerk -  
 By *E. J. Lutzweiler* D.C.

*John M. Moon* } Filed for Record April 14<sup>th</sup> A. D., 1878, at 10 A.M.  
 No. 3 Deed } Recorded: April 18<sup>th</sup> A. D., 1878.  
 W. N. Bailey }  
 This Indenture made and entered into this day of 1878 by and between *John M. Moon* of the first part and *W. N. Bailey* of the second part, all of the County of Madison and State of Mississippi; Witnesseth, that the said party of the first part for and in consideration of the sum of Five Hundred Dollars, cash, in hand paid on the delivery of this conveyance, has, this day, granted, bargained, sold and conveyed and does by these presents grant bargain, sell and convey to the said party of the second part a certain tract of land situated in the County of Madison and State of Mississippi and more particularly described as follows, viz: N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> and N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of Section 8, and E<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of Section 9 and an undivided one sixth (1/6) interest in N<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of N<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> Section 9 Township 8 Range 2 East. To have and to hold the above described premises with the appurtenances to the said party of the second part and his heirs, and the said party of the first part covenants with the party of the second part that he will warrant and forever defend the title of the same to the party of the second part and his heirs or assigns against the claim or claims of any and all persons whatsoever. In testimony whereof, the said party of the first part has hereunto set his hand and seal the day and year first above

written.

W. J. Moore Seal

State of Mississippi } ss.  
 Madison County }  
 Personally appeared before the undersigned, Clerk of  
 the Chancery Court of said County, the within named W. J. Moore 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 4<sup>th</sup> day of April A.D. 1848.  
 Seal  
 E. S. Jeffrey Clerk.

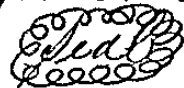
J. D. Britton } Filed for Record April 8<sup>th</sup> A. D. 1848, at 11 A.M.  
 R. L. Moore } Recorded April 18<sup>th</sup> A. D. 1848.  
 N. C. Coleman }  
 Deed  
 W. N. Bailey }

This Indenture made and entered into this 4<sup>th</sup> day of April 1848 by and between J. D. Britton, R. L. Moore and N. C. Coleman of the City of New Orleans & State of Louisiana of the first part and W. N. Bailey of the County of Madison & State of Mississippi of the second part. Witnesses that the said parties of the first part, for and in consideration of the sum of Two Hundred and Fifty Dollars, cash in hand paid on the delivery of this conveyance, have this day granted, remised, released and quit claimed and do by these presents remise, release and quit claim with the said party of the second part, all their right, title, claim and interest in and to the tract or parcel of land lying in the City of Canton, County of Madison & State of Mississippi described as follows, viz: An undivided one fifth (1/5) interest in a lot beginning at the South East corner of a lot in said City of Canton, heretofore conveyed by George Calhoun and his wife to Penelope Parker, thence running south along the western margin of Liberty Street one hundred and fifty feet, thence west about four hundred feet to a stake in the Eastern margin of Union Street thence North along the margin of said Union Street one hundred and sixty feet and thence East about four hundred feet to the beginning, this being the lot conveyed by said Calhoun and wife to Maria S. Philby by deed dated 28<sup>th</sup> day of September 1847 & recorded in Book of Deeds of Madison County marked K pages 632 & 633. It being the intention of the parties of the first part to convey to the party of the second part, the undivided one fifth interest in said lot conveyed to them by S. C. Cochran and wife by deed duly recorded in Book of Deeds of Madison County marked P. L. on pages 47 & 48. To have and to hold the above described premises, with the appurtenances to the said party of the second part and his heirs. In testimony whereof the said parties of the first part have hereunto set their hands & seals the day & year first above written.

J. D. Britton Seal  
 R. L. Moore Seal  
 Nicholas C. Coleman Seal

State of Louisiana }  
 City of New Orleans } Personally appeared before the undersigned a duly appointed and qualified Commissioner of the State of Mississippi and for the City and State aforesaid, the above named John D. Britton, Robert L. Moore and N. C. Coleman to me personally known to be the re-

dividuals described in and who executed the above instrument of writing bearing date the 4<sup>th</sup> April A. D. 1848 and acknowledged that they signed, sealed and delivered the above instrument of writing as their voluntary act and deed, on the day and year, and for the considerations, uses and purposes therein mentioned. In witness whereof I have hereunto set my hand and affixed my official seal as a Commissioner of Mississippi at New Orleans, Louisiana, this fourth day of April in the year One thousand eight hundred and seventy eight.



Andrew Neo. Commissioner

John W. Georgan }  
Do } Deed

Filed for Record April 9<sup>th</sup> A. D. 1848, at 4.30 P. M.  
Recorded April 18<sup>th</sup> A. D. 1848.

Emma E. Marks }

Know all men by these presents that this indenture made and entered into, this the 9<sup>th</sup> day of April A. D. 1848, by and between John W. Georgan of the first part and Emma E. Marks of the second part all of the County of Madison and State of Mississippi is to witness - That whereas by virtue of a certain deed in trust of record in the Chancery Clerk's Office of Madison County in book 17 on page 120 & of another deed in trust supplementary made a part thereof in the year 1847, by W. A. Semmes to secure the holder of said note therein set forth, the said Georgan advertised as therein prescribed the lands hereinafter described and sold them in all respects according to law & the provisions of said deed in trust & supplementary on thereto and whereas at said sale which took place on the 24<sup>th</sup> March 1848, the said Emma E. Marks appeared and bid for said lands the sum of fifteen hundred dollars, and the same were knocked off to her as the highest last & best bidder therefor for costs - And the said Emma E. Marks thereupon presently being the holder of said note mentioned in said deeds in trust, paid the said sum of fifteen hundred dollars by having it credited upon said note of W. A. Semmes so held by her - Wherefore for and in consideration of the said sum of fifteen hundred dollars so paid, the said Georgan doth by these presents bargain, sell and convey unto the said Emma E. Marks the following described real estate & lands lying and being in Madison County State of Mississippi and better known as follows viz -  $W\frac{1}{2} - W\frac{1}{2} - NW\frac{1}{4}$  &  $N\frac{1}{2} - W\frac{1}{2} - W\frac{1}{2} - SW\frac{1}{4}$  & 15 acres off W side of  $D\frac{1}{2} - W\frac{1}{2} - NW\frac{1}{4}$  Sec 5 &  $E\frac{1}{2} - E\frac{1}{2}$  Sec 6 T 9 R 3 east also  $E\frac{1}{2} - E\frac{1}{4}$  Sec 31 T 10 Range 3 East - To have and to hold the same unto her the said second party and her heirs and assigns forever together with all the tenements appurtenances and hereditaments thereunto belonging. But the said Georgan only warrants the title to said lands so far as he can or may as trustee aforesaid & to no greater extent - In testimony whereof he has hereunto set his hand and seal upon the day and in the year and for the purposes therein set forth.

John W. Georgan Seal

State of Mississippi } ss.  
Madison County }

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



E. J. Jeffrey Clerk,  
By E. H. Lottwell S. C.

Edwin Virden } Filed for Record April 11<sup>th</sup> J. D., 1848 at 2.50 P. M.  
To } Deed } Recorded April 19<sup>th</sup> A. D., 1848.  
Robert H. Hoffman }

Know all men by these presents that I Edwin Virden have bargained sold aliened & quit claimed and by these presents do bargain sell alien and quit claim to Robert H. Hoffman of Madison County, in the State of Mississippi, the following lot or parcel of land & the buildings thereon in Canton in said County, beginning on Grace & two, at the North East corner of a lot sold by me to Jacob Cohen & occupied and occupied by Benj. J. Cohen as a store house, beginning thence South one hundred feet thence east twenty eight feet thence north one hundred feet, thence West twenty eight feet to the beginning, it being the same property formerly occupied by a residence to a woman named Eliza Murrell, and now occupied by one Betty Meek, a female to wit: The consideration is Three hundred & fifteen dollars here by me paid to me by said Hoffman - To have and to hold all my interest in said property to said Hoffman, his heirs & assigns forever, it being the intention of these presents to convey such title to said property hereby conveyed as is in me, and none other. Witness my hand & seal this 1<sup>st</sup> day of April 1848.

Edwin Virden *Seal*

The State of Mississippi - County of Hinds  
Personally appeared Edwin Virden before me P. F. Edwards Clerk Circuit Court in & for said County of Hinds, who acknowledged that he signed sealed & delivered the foregoing quit claim deed on the day & year therein mentioned as his act & deed. Given under my hand & seal of said Court this 9<sup>th</sup> day of April 1848.  
*Seal* P. F. Edwards Clerk  
J. Livingston D. C.

E. J. Jeffrey, Commissioner } Filed for Record April 12<sup>th</sup> J. D., 1848 at 10.45 A. M.  
To } Deed } Recorded April 19<sup>th</sup> A. D., 1848.  
C. C. Cauden }

This Indenture, made and entered into on this 13<sup>th</sup> day of March A. D. 1848, between E. J. Jeffrey a Commissioner of the Chancery Court of the County of Madison State of Mississippi, of the one part, and C. C. Cauden of the County of Madison and State of Mississippi of the other part, Witnesses, that whereas the said Commissioner, in pursuance to a decree of the said Chancery Court, made at the October term 1845, thereof, in the suit of L. M. Lamar & Lucius M. Lamar complainant, against Anne Johnston et al. defendants, No 1570 in said Court, directing the said Commissioner to sell the following described lands: E 1/2 S. E 1/4 Section 22<sup>nd</sup> & E 1/2 N E 1/4 Section 24 All in township 14 Range 5 East And whereas, the said Commissioner, on the 13<sup>th</sup> day of March 1846, at the Court House door, in the town of Canton, in said County, within lawful hours, having first given the notice required by law and said decree - as will fully appear by reference to the proceedings of said Chancery Court, in said cause, to which reference is here made as a part of this Deed - did expose for sale at public outcry to the highest bidder, the above described lands, on the following terms, to wit: one third cash and the balance in two equal annual instalments with interest at the rate of 8% per annum, with security to be approved by the Commissioner, where and where the said C. C. Cauden bid for the same the sum of Two hundred and twenty five Dollars, which being the highest and best bid made for the said premises, the same were struck off to him and he declared the purchaser thereof. And whereas, the said C. C. Cauden has fully complied with the requirements of said decree, by paying the balance of said purchase money, the receipt of

which is hereby acknowledged. Now, this indenture witnesseth, that in considera-  
 tion of the premises, and the compliance on the part of the said C. C. Cauden with  
 the terms of said sale, as directed by said decree, the said Commissioner has this  
 day given, granted, bargained, sold and conveyed, and by these presents doth give,  
 grant, bargain, sell, convey and confirm unto the said C. C. Cauden his heirs and assigns  
 forever, all of the described lands, together with all and singular the tenements, heredi-  
 taments and appurtenances therunto belonging or appertaining. To have and to hold the  
 above granted, bargained and described premises unto him the said C. C. Cauden his heirs  
 and assigns, to him and their only proper use, benefit and behoof forever, as fully and  
 effectually, to all intents and purposes in the law, as he, the said Commissioner, could or  
 ought to sell and convey the same by virtue of the decree of the Court aforesaid.

In testimony whereof, the said E. J. Jeffrey Commissioner as aforesaid, has hereunto set  
 his hand and affixed his seal, the day and year first aforesaid.

*Seal*

E. J. Jeffrey *Seal*  
 Commissioner

State of Mississippi } ss.  
 Madison County }

Personally appeared before the undersigned Clerk of the Circuit Court  
 of the said County, the within named E. J. Jeffrey Commissioner of the Chancery Court of  
 said County (who acknowledged that he signed, sealed and delivered the foregoing deed  
 on the day and year therein mentioned as his official act and deed.

Given under my hand and official seal, at office, this 13<sup>th</sup> day of March A. D. 1848.  
 Geo. W. Anderson - Clerk -

*Seal*

E. J. Hinton & Wife } Filed for Record April 11<sup>th</sup> A. D. 1848 at 10 A.M.  
 J. J. Gillman } Recorded April 19<sup>th</sup> A. D. 1848.

This Indenture made and entered into this 29<sup>th</sup> day of January A. D. 1848 between  
 E. J. Hinton & J. Hinton his wife of the first part and J. J. Gillman of the second part  
 all of the County of Madison and State of Mississippi, Witnesseth that the said party of  
 the first part for and in consideration of the sum of Four Hundred & Forty <sup>00</sup>/<sub>100</sub> Dollars to them  
 in hand paid by the party of the second part at and before the sealing and delivering of  
 these presents the receipt of which is hereby acknowledged have this day bargained, sold  
 & conveyed and by these presents do grant bargain sell convey and confirm unto said  
 party of the second part his heirs and assigns forever all that certain piece tract or parcel  
 of land situate lying and being in Sec 30 T 8 R 2 West in the County and State aforesaid  
 and which is more particularly described as follows viz. Beginning at a point where the  
 parallel between Secs 19 & 20 crosses Bogue Chahiah thence east 600 lks along said par-  
 allel to the meridian line dividing the E 1/2 Sec 30 thence south 40.00 lks to the parallel  
 running through the centre of said Sec (30) thence west along said parallel 2200  
 lks to Bogue Chahiah thence down the meanderings of said stream to the beginning  
 containing by estimation 58 <sup>100</sup>/<sub>100</sub> acres more or less together with all the appurtenan-  
 ces thereto belonging To have and to hold said above described and hereby granted  
 premises with the appurtenances to the said party of the second part his heirs ex-  
 ecutors administrators and assigns forever. And the said party of the first part  
 find themselves their heirs executors and administrators hereby covenant and agree to and  
 with said party of the second part his heirs & that they the said party of the first  
 part are well seized in fee of the aforesaid premises that they have good right to sell  
 and convey the same as aforesaid that said premises are conveyed free & clear of all incum-  
 brances and that they will and their heirs & shall warrant and forever defend the title to  
 said above described premises with the appurtenances unto said party of the second  
 part his heirs & against the claims or claims either legal or equitable of all and every  
 person whatever. In testimony whereof the said party of the first part have hereunto



set their hands and affixed their seals the day and year just above written.

Eugene J. Hinton Seal  
Annie J. Hinton Seal

State of Mississippi }  
Madison County } Personally appeared before me Geo. P. Adams a Justice  
of the Peace in and for said County the within named E. J. Hinton who ac-  
knowledged that he signed sealed and delivered the foregoing deed on the day  
and year of its date and for the purposes therein expressed, also came before  
me Annie J. Hinton wife of the said E. J. Hinton who being examined  
by me separate and apart from her said husband, and privately, acknowl-  
edged that she signed sealed and delivered the foregoing deed on the day of  
its date freely voluntarily and without any fear threat or compulsion from her  
said husband:

Given under my hand and seal this the 29<sup>th</sup> day of January A. D. 1878.  
Geo. P. Adams J. P. Seal

C. C. Cauden & } Filed for Record April 12<sup>th</sup> A. D., 1878 at 10.45 AM.  
Minerva Cauden } Recorded April 19<sup>th</sup> A. D., 1878.  
D. S. Deed

William Dawson }  
State of Mississippi } This Indenture made and entered into on this the first  
Madison County } day of January A. D. 1878 by and between C. C. Cauden and Minerva  
Cauden his wife of the first part and William Dawson of the second part  
all of said County and State Witnessed: That the said party of the  
first part for and in consideration of the sum of Four Hundred Dollars to  
them in paid, the receipt whereof is hereby acknowledged, hath this day granted  
bargained & sold, aliened transferred & conveyed all whereby grants bargains & sells,  
alien transfers & conveys to the party of the second part, that certain tract of  
land situated, lying & being in said County and State, namely: The southeast quar-  
ter of the southeast quarter of Section No twenty three in Township eleven Range  
five East & containing forty acres more or less. To have & to hold the said land  
with the appurtenances, to the said party of the second part, and to his heirs  
and assigns in fee simple forever. And the said party of the first part, covenants and  
agrees with the said party of the second that they will warrant and forever defend  
to him and his heirs, free from and against the right title and claim of themselves  
and of their heirs and of any and all persons whomsoever. And in testimony where-  
of the said party of the first part hereto put their names and seals on the day  
and year just above written.

C. C. Cauden Seal

State of Mississippi } ss.  
Madison County } Personally appeared before the undersigned, Clerk of  
the Chancery Court of said County, the within named C. C. Cauden who acknowl-  
edged that he signed, sealed and delivered the foregoing Deed on the day  
and year mentioned, as his act and deed:

Given under my hands and official seal, at office, in Canton, this 12<sup>th</sup> day of April 1878.  
E. J. Jeffrey, Clerk.

J. M. Hill's Trustee } Filed for Record April 15<sup>th</sup> A. D., 1878 at 10 am  
D. S. Deed } Recorded April 19<sup>th</sup> A. D., 1878.  
J. R. Mayson }

This Indenture, made this 8<sup>th</sup> day of April A. D. 1848 between J. M. Mills Trustee as hereinafter mentioned, of the first part, and J. P. Hayson of the second part, witnessed by: 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 A. D. 1856, and recorded in the office of the Clerk of the Court of Probates in and for Madison County, Mississippi, in Book of Deeds C, 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 unequal 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 purposes 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 C, pages 136 and 137, as by reference thereto will more fully appear. Now, therefore, in consideration of the hereinbefore 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 53, in Square No 1, according to the survey, subdivision and plat of said ground hereinbefore referred to, and now known as the Cotton Cemetery; To have and to hold said lot hereby conveyed, unto him the said party of the second part, his heirs and assigns forever.

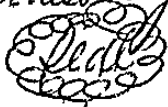
In testimony whereof, the said party of the first part hath hereunto set his hand and affixed his seal, the day and year first herein written.

James M. Mills 

The State of Mississippi, Madison County, ss.

Personally appeared before me, E. J. 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 office this 11<sup>th</sup> day of April A. D. 1848.



E. J. Jeffrey Clerk  
By A. H. Entwistle D. C.

Leon Bailey  
Mary S. Cooper  
Bettie M. Russell  
John C. Russell  
Do } Deed  
W. N. Bailey

Filed for Record April 13<sup>th</sup> A. D., 1848 at 11:40 A.M.  
Recorded April 20<sup>th</sup> A. D., 1848.

This Indenture, made and entered this day of April, 1848 by and between Leon Bailey, Mary S. Cooper and Bettie M. Russell and John Russell, her husband, of the first part and W. N. Bailey of the second part, all of the County of Madison State of Mississippi, Witnesses that whereas Leon Bailey, Mary S. Cooper and Bettie M. Russell are the heirs of and own each an undivided one fifth interest in a lot left by Maria S. Bailey deceased now therefore in consideration of the sum of Two Hundred Fifty Dollars cash in hand paid to each of them on delivery of this conveyance, the said parties of the first part have this day renounced &

quit claimed & do, by these presents, remise, release & quit claim unto said party of the second part, all their respective rights, titles, claims & interests in & to a tract or parcel of land lying in the City of Canton said County & State described as follows each, an undivided one fifth interest in a lot beginning at the South East corner of a lot in said City of Canton, heretofore conveyed by George Calhoun & his wife to Benjamin Phipps running South along the Western margin of Liberty Street One Hundred and thirty feet, thence West about Four hundred feet to a stake in the Eastern margin of Union Street, thence north along the margin of said Union Street One hundred & sixty feet and thence east about Four hundred feet to the beginning, This being the lot conveyed by said Calhoun and wife to Maria J. Bailey by deed dated 28<sup>th</sup> day of Sept 1847 & recorded in Books of Deeds of Madison County marked 28 pages 632 & 633 - It being the intention of said Bailey, Cooper and Pettie M. Russell to each convey to said Bailey the undivided one fifth interest coming to each of them as heirs at law of said Maria J. Bailey dec'd. To have and to hold the above described premises with the appurtenances to the said party of the second part and his heirs. In testimony whereof, the said parties of the first part have hereunto set their hands & seals the day & year first above written.

Leon Bailey  
 Mary J. Cooper  
 Pettie M. Russell  
 John C. Russell

*(Seal)*  
*(Seal)*  
*(Seal)*  
*(Seal)*

State of Mississippi } ss.

Madison County } Personally appeared before me E. J. Jeffrey Clerk of the  
 Chancery Court of said County, the within named Leon Bailey, Mary J. Cooper,  
 and John C. Russell and Pettie M. Russell 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 Pettie M. Russell, as a private and sepa-  
 ration 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 13<sup>th</sup> day of April A.D. 1878.  
 E. J. Jeffrey Clerk

J. M. Huger & Wife } Filed for Record April 20<sup>th</sup> A. D. 1878 at 10 A.M.  
 Deed } Recorded April 20<sup>th</sup> A. D. 1878.  
 Emeline Neel }

State of Mississippi } This Indenture made and entered into this the day of A.D.  
 Madison County } 1878 between J. M. Huger and his wife Margaret Huger of the  
 first part and Emeline Neel party of the second part, It is covenanted  
 that the said parties of the first part for and in consideration of the sum of  
 Six hundred dollars have bargained, sold and by these presents do give,  
 grant, bargain, sell and convey unto said party of the second part her heirs  
 and assigns forever the following described lands, situated in the County of  
 Madison and State of Mississippi: A house and lot, said lot containing  
 twenty one (21) acres, bounded as follows; North by the lands of Joseph B. Bick-  
 ards, East by the lands of Female College, South by the public road which  
 West by the public road leading to Doaks Creek with all the appurtenances  
 thereof except the land and appurtenances deeded to Mrs J. C. Thomas recorded  
 in Book C. C. page 572, also the following described land in the County of  
 Madison State of Mississippi, to wit commencing at the South West corner of  
 Section 31 at a hickory tree and running North 1/4 of 00 links, thence east 2000

links, thence South  $17\frac{1}{2}$  degrees West 1100 links, thence 700 links, thence South  $17\frac{1}{2}$  degrees West 1550 links, thence West 920 links, thence South  $12\frac{1}{2}$  degrees East 470 links, thence West 760 links to the above mentioned Hickory tree as a starting point containing in all sixty four acres less six acres off east side of said described lands and less two acres off West side now occupied by Isaac and Flora R. R. L. Also the following described land situated in the County of Madison State of Mississippi; Commencing at the South West corner of Section 31, Township 10 Range 11 East, less 25 acres situated on left of Stump Bridge road joining the land of J. C. Richards; Also the following described land; 8 acres off of the south end of  $W\frac{1}{2}$  N.  $W\frac{1}{4}$  Sec 31 Township 10 Range 11 East. To have and to hold said lands with all appurtenances to said party of the second part her heirs and assigns forever; And the the said parties of the first part do covenant with said party of the second part that they will defend and warrant the same to her her heirs or assigns free from and against the right, title or claims of themselves, of 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 year above written -

J. W. Muger M. Seal  
 Maggie Keel Muger Seal

The State of Mississippi

Attata County Personally appeared before me the undersigned Justice of the Peace in and for said County J. W. Muger who acknowledged that he signed sealed and delivered the within deed as his own act and deed on the day and date within written. Also came his wife Maggie Keel Muger who at the examination separate and apart from her said husband acknowledged that she signed, sealed and delivered the foregoing deed as her own free voluntary act and deed without any fear, threat or compulsion on the part of her said husband on day and date first written.

Witness my hand and seal this the 2<sup>nd</sup> day of April A. D. 1878.

R. N. Cusley J. P. Seal

W. J. Sherrard and  
 M. J. Sherrard  
 Do of Trust  
 in Newington Trustee  
 To have J. M. Allow

Filed for Record April 13<sup>th</sup> A. D. 1878 at 9 A.M.  
 Recorded April 20<sup>th</sup> A. D. 1878.

Merchant's Deed of Trust.

This Deed of Trust, made this 10<sup>th</sup> day of April A. D. 1878. Witness that whereas, W. J. Sherrard and his wife M. J. Sherrard parties of the first part are indebted to J. M. Allow in the sum of Two Hundred and fifty dollars, on a promissory note bearing even date with this deed payable Jan 1<sup>st</sup> 1879 and whereas, said parties of first part have first paid said J. M. Allow to advance money, supplies and merchandises during the year 1878; and whereas, said parties of the first part have agreed to secure the payment of said sum, as also, any further amounts that may be advanced as aforesaid, and, not mentioned herein. The parties of the first part, in consideration of the premises, as well as for ten dollars to them paid by Newington Trustee, do hereby bargain, sell and convey to said Trustee the following described property, situated in Madison County, Mississippi, viz: The entire profit to be raised by himself during the year of 1878 also his interest in the profit to be raised by Nelson Ward on the same place at Coon Lake City, County & State aforesaid, One gin stand & belt. Also all the toll arising from the gin for the next year, &c. &c. All the cattle owned by himself & wife, J. M. Cotton seed. All the land lying north of the public road leading from Thonastown

to Goodman, less one lot owned by Wm. Hutton, lying and being in the north end of the  
 West half South East quarter of Section 20 Township 12 Range 6 containing  
 thirty five acres more or less and any increase of property, real or personal, that may  
 be hereafter acquired by purchase or otherwise, the title to which unto said Trust-  
 tee or any successor, they warrant and agree forever to defend; in trust however that  
 if the said parties of the first part, shall, on or before the 1<sup>st</sup> day of January 1873  
 pay what may be due said J. M. Allen as aforesaid, and all cost incurred on ac-  
 count of this deed, then this deed to be void; but if default is made in said  
 payments, the Trustee shall take possession of said property, and having given  
 30 days notice of the time, place and terms of sale, by posting it at the Court  
 house door at Canton sell said property or a sufficient quantity thereof, to make said  
 payments, for cash at public auction at Canton. And said J. M. Allen or his  
 legal representatives, or any, at any time he may desire, appoint a Trustee in the place  
 of Wm. Pennington or any succeeding Trustee. And should the Trustee at any time  
 believe said property, or any part thereof endangered as a security for said pay-  
 ments, he shall take the same into his possession and hold till said payments be  
 made, or till said property is sold as aforesaid, but until demand is by the  
 Trustee for either of the purposes as aforesaid, said parties of first part can  
 hold the same. It is further distinctly understood and agreed between the  
 parties aforesaid, that this deed is made and intended to secure any advance  
 on account of the crop of 1878, made after the maturity hereof and as mentioned  
 therein.

In testimony whereof, said W. F. Sherrard and his wife M. J. Sherrard have hereunto set  
 hands and seals, on the date above written.

W. F. Sherrard Seal  
 M. J. Sherrard Seal

State of Mississippi } ss.  
 Madison County

This day personally appeared before me, the undersigned, a member of the Board  
 of Supervisors and of Madison County W. F. Sherrard and acknowledged that  
 he signed, sealed and delivered the foregoing Deed of Trust and the line therein  
 named, as his act and deed. Also appeared, M. J. Sherrard, wife of said W.  
 F. Sherrard, who, after being examined privately and apart from her said  
 husband, acknowledged that she signed, sealed and delivered the foregoing  
 Deed as her voluntary act, and freely, and for the purpose therein speci-  
 fied, without any fear, threat or compulsion of her said husband.  
 Witness my hand and seal of Office, this 10<sup>th</sup> day of April A. D., 1878.  
 J. L. F. Moore Secy.

H. S. Foote Jr }  
 To } Deed  
 Virgil Stewart et al

Filed for Record April 13<sup>th</sup> A. D., 1878 at 11. 4. M.  
 Recorded April 20<sup>th</sup> A. D., 1878.

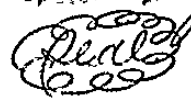
Know all men by these presents, that this indenture made and entered into this the  
 25<sup>th</sup> day of March A. D., 1878 by and between Henry S. Foote Jr of the first part, and  
 William Perkins, Rich<sup>d</sup> Virgil Stewart parties of the second part is to witness, that  
 whereas under the will of a certain deceased testator made in E. A. Castings in his lifetime  
 to H. S. Foote Jr for the benefit of E. C. Castings trustee for the minor children William Virgil  
 Caleb & Perkins Stewart, certain lands therein set forth were for certain specific purposes  
 therein set forth conveyed to the undersigned. And whereas one James H. Allen was  
 qualified and became the guardian of said minor children, and whereas the said  
 A. Castings is dead, and the note secured in said deed in trust has come to

The hands of said guardian as assets, belonging to the estates of his said wards, and whereas at the January term of the Chancery Court of Madison County and State of Mississippi the said guardian was ordered to have said lands sold to buy them in for his said wards, and whereas in accordance with said decree and of the request of the said Allen the holder of said note, the said Henry S. Fote Jr did advertise for sale the lands hereinafter set forth and described, in the manner and for the time prescribed in said deed in trust, and whereas upon the 25<sup>th</sup> day of March A.D. 1848 the day so advertised for the sale of said lands, the said Fote trustee, did before the Court House door of Madison County, did sell said lands, in the manner required by law and by the terms of said deed in trust said lands, and whereas at said sale the said James Allen bid off the same for said minors at and for the sum of two thousand four hundred dollars, wherefore for and in consideration of the payment of said sum of money the said H. S. Fote Jr doth by these presents bargain, sell, alien, enfeoff and convey unto the said William, Virgil, Gaius & Perkins Stewart the following described lands lying and being in the County of Madison and State of Mississippi and be the same described as follows viz, Six acres off the West end of the N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> sec 16 Town 11 Range 3 East & S<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> sec 9 T 11 Range 3 East, containing forty six acres be the same more or less, also the W<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> & E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> & NW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> of sec 9 - T 11 R 3 East said to contain two hundred acres be the same more or less & W<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> sec 16 T 11 R 3 East containing eighty acres be the same more or less, to have and to hold said lands unto them the said second parties and their heirs and assigns forever together with all the tenements appurtenances and hereditaments thereunto belonging, in testimony whereof said Fote doth by these presents hereto set his hand and seal this the day and year first above written, but only warranting the title to said premises, so far as he can as trustee aforesaid.

H. S. Fote Jr 

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the within named H. S. Fote Jr 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 13<sup>th</sup> day of April A.D. 1848.  
 E. J. Jeffrey Clerk.  
 By E. H. Ruttleben D.C.

James O. Yellowly wife  
Do } Deed  
John Handy Trustee  
Do secure Charles Handy }

Filed for Record April 19<sup>th</sup> A. D., 1848 at 9.15 A.M.  
Recorded April 22<sup>th</sup> A. D., 1848.

This deed made this 3<sup>rd</sup> day of April 1848, by and between James O. Yellowly and Jessie Yellowly his wife of the first part, John Handy of the second part and Charles Handy of the third part witnesses, whereas the said Jessie Yellowly is indebted to the said party of the third part, in the sum of Two hundred and forty two <sup>00</sup>/<sub>100</sub> dollars evidenced by her note of even date with these presents, for said sum of money payable on the 15<sup>th</sup> day of December next after the date hereof, for money advanced by said party of the third part to the said Jessie Yellowly to pay taxes to said amount and the separate property of said Jessie Yellowly in Madison County Mississippi, of which the property hereinafter described is a part, which conveyance was made at the request of said Jessie Yellowly and her said husband, and was for the use and benefit of the separate estate of said Jessie Yellowly - have given granted bargained sold aliened conveyed & by these presents do give grant bargain sell alien and convey to said party of the

Satisfied in full December 13<sup>th</sup> 1878  
Jas. Handy - Justice

second part the  $N\frac{1}{2}$  of  $N\frac{1}{4}$  and  $W\frac{1}{2}$  of  $N\frac{1}{2}$  of  $E\frac{1}{2}$  of  $N\frac{1}{4}$  of Section 31, T. 7. R. 2, East being & being in Madison County, Mississippi to have and to hold the same to the said party of the second part & his assigns forever; but this conveyance is upon the condition & trust that if said party of the second part, Jessie Yellowly, shall well & truly pay said note at maturity thereof, then this obligation shall be void; but if the said note be not paid at maturity according to its tenor & effect, then & in that case said party of the second part shall sell said property at public outcry before the door of the Court House of said County, to the highest bidder for cash, after having given notice of the time, place & terms of such sale, by advertisement in writing put up at the south door of said Court House for at least two days prior to such sale - and out of the proceeds of such sale said party of the second part shall pay first all costs & charges incident to this trust & then whatever may be due said party of the third part for money advanced, as aforesaid & interest thereon, & the balance if any he shall pay to said party of the first part his assigns or legal representatives - and if said Study should die, be absent, or in any way fail to execute this trust, the execution thereof shall devolve upon the Clerk of the Chancery Court of said County, who shall be then in office - Witness our hands & seals the day & year aforesaid, the words & figures "and forty two  $\frac{88}{100}$ " were interlined before signing.

J. P. Yellowly Seal  
Jessie Yellowly Seal

The State of Mississippi - Madison County.  
Personally appeared before me, D. L. Cameron a Justice of the Peace in & for said County James P. Yellowly who acknowledged that he signed, sealed & delivered the foregoing deed on the day & year therein mentioned as his act & deed. And the said Jessie Yellowly wife of said James P. Yellowly, came also before me, and under private examination by me made separate & apart from her said husband, she did acknowledge that she signed, sealed & delivered the foregoing deed, on the day & year therein mentioned, as her voluntary act & deed, freely, without any fear, threats or compulsion of her said husband.

Given under my hand and seal this 14<sup>th</sup> day of April A. D. 1878.  
D. L. Cameron J. P. Seal

Robt Powell } Filed for Record April 23<sup>rd</sup> A. D. 1878 at 5 P.M.  
Do } Deed } Recorded April 25<sup>th</sup> A. D. 1878.  
W. H. Powell }

In consideration of ten dollars cash in hand paid me this day by W. H. Powell and for the further consideration of passage of deeds between us for the lands I have this day granted sold and quit claimed and by these presents do grant, sell release remiss and quit claim unto the said W. H. Powell and to his heirs and assigns forever all my right title interest and demand of in and to an undivided one fourth part in following described lands in Madison County & State of Mississippi to wit:  $N\frac{1}{2}$  Section 25 Township 10. R. 2 East -  $N\frac{1}{2}$   $N\frac{1}{4}$  and  $W\frac{1}{4}$  and  $N\frac{1}{2}$   $N\frac{1}{4}$  section 27  $N\frac{1}{4}$   $E\frac{1}{2}$   $N\frac{1}{4}$  section 28 -  $E\frac{1}{2}$   $N\frac{1}{4}$  and  $S\frac{1}{2}$   $N\frac{1}{4}$  section 15 - Lots 5 and 4 in section nine - Also 4 acres in front east of old Thomas residence - all in Township nine Range one West, with all and singular the tenements appurtenances thereunto belonging - Witness my hand & seal this 23<sup>rd</sup> day of April 1878  
Robt Powell Seal

State of Mississippi } ss.  
Madison County } Personally appeared before the undersigned, Clerk of the Chancery Court of said County, the said James P. 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 23<sup>rd</sup> day of April, A. D. 1878.  
By E. H. Lister, Clerk.

B. F. Passmore  
To } Deed of Trust  
E Coratts Trustee  
To secure Ellen Passmore

Filed for Record April 24<sup>th</sup> A. D. 1878, at 11.30 A. M.  
Recorded April 25<sup>th</sup> A. D. 1878.

This deed of Trust made and entered into by and between Benjamin F. Passmore of the first part Ellen Passmore of the second part and Eibe Coratts of the third part, all of the County of Madison and State of Mississippi. Witness that whereas the said B. F. Passmore is justly indebted to the said Ellen Passmore in the sum of Six Hundred and Eighty two dollars with interest by a certain promissory note bearing date of the 1<sup>st</sup> of Feb. 1878 - due and payable to said Ellen Passmore or bearer on the 1<sup>st</sup> day of Feb. 1879 and signed by the said Benj. F. Passmore. Now in order to secure the ultimate payment of said sum of money in said promissory note mentioned the said party of the first part does hereby give grant bargain and sell unto the said party of the third part 5 acres of land out of the south end of the E 1/2 NW 1/4 Sec 36 T10 R1 E the same being described in metes and bounds in a deed by R. M. Davis & Wife to Benj. F. Passmore Also 3 3/8 acres out of the E 1/2 of the NW 1/4 of the NW 1/4 Sec 36 T10 R1 E or all that portion of said subdivision south of the public road and west of Panther Creek and 60 acres out of the E 1/2 NW 1/4 Sec 1 T9 R1 E or all that portion of said subdivision west of Panther Creek, containing in all Ninety eight and one third acres of land, to have and to hold the same unto Eibe Coratts and to his heirs and assigns forever. In trust however and for the following purposes to-wit The said land is suffered to remain in the possession of the said party of the first part until the maturity of said promissory note; and upon the payment of the same by the said party of the first part this deed of Trust shall be void and of no effect. but should the said party of the first part fail to pay said promissory note according to its tenor and effect on or before its maturity, then it shall be lawful and the duty of the said party of the third part to advertise said land for sale by giving twenty days notice of the time place and terms of sale by posting notices thereof in three public places in said County of Madison one of which shall be on the Court house door in the town of Canton and after given said notice the said Eibe Coratts shall proceed to sell said land at public outcry for cash and from the proceeds of such sale pay and satisfy said promissory note make and execute a good and sufficient Deed of said lands to the purchaser, and should there remain a surplus of the money from the proceeds of said sale in the hands of said Eibe Coratts Trustee after paying said sum the said Trustee is hereby required to pay the same over to the said party of the first part, his heirs, executors, administrators or assigns. And it is further understood and agreed by the parties hereto that if the said Eibe Coratts as aforesaid shall from any cause become unable or unwilling to execute this Deed of Trust then it shall be lawful for said Ellen Passmore her executors, administrators or assigns under their hands and seals to appoint another Trustee in place of the said Eibe Coratts with full power to execute the same according to its terms and whose actions and doings in the premises shall be as binding as if done by the said Eibe Coratts Trustee. In testimony whereof the parties of the several parts have hereunto set their hands and seals on the 1<sup>st</sup> day of Feb. A. D. 1878.

Benj. F. Passmore  
Ellen Passmore  
E. Coratts.

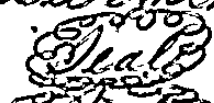
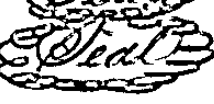
Seal  
Seal  
Seal


State of Mississippi }  
Madison County } Personally appeared before the undersigned, Chancery Clerk  
of said county and State Benj. F. Passmore who acknowledged that he signed sealed



and delivered the foregoing Deed of Trust as his voluntary act and deed. Given under my hand & official seal this 24<sup>th</sup> April A. D. 1878.  
E. J. Jeffrey Clerk.

Jane E. Cordts } Filed for Record April 24<sup>th</sup> A. D. 1878, at 4.55 P.M.  
Eibe Cordts. } Recorded April 26<sup>th</sup> A. D. 1878.  
No. 3 Deed  
Benj. F. Passmore }

This Indenture made and entered into this 15<sup>th</sup> day of December A. D. 1877 by and between Jane E. Cordts and her husband Eibe Cordts of the first part and Benjamin F. Passmore of the second part all of the County of Madison and State of Mississippi. Witnesseth that said parties of the first part for and in consideration of the sum of Fifty (\$50) 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, hath granted, bargained and sold, and by these presents doth grant, bargain and sell, convey and confirm unto said party of the second part his heirs and assigns forever, a certain tract or parcel of land situated, lying and being in the County and State of said, described as follows - to wit - Commencing at a stake six hundred and twelve yards north of the south west corner of the east half of Section 7 T. 9 R. 2 E. Hence on the south side thence East one hundred and forty yards thence South seventy yards thence West one hundred and forty yards to the beginning containing in all two acres. To have and to hold the above described and hereby granted tract or parcel of land with all its appurtenances unto the said party of the second part his heirs executors administrators and assigns forever And the parties of the first part for themselves their heirs executors and administrators hereby covenant to warrant and defend the title to said premises with their appurtenances unto said party of the second part his heirs, executors administrators or assigns from and against the claim or claims legal or equitable of all and every person or persons whomsoever claiming or to claim from, in, through or by them, said premises or any part thereof, &c. &c. In testimony whereof the parties of the first part have hereunto set their hands & seals on the day and year first above written to-wit, the 15 day of Dec. A. D. 1877.  
J. Cordts.   
J. E. Cordts. 

State of Miss. }  
Madison County } Personally appeared before me the undersigned Justice of the Peace in and for said County and State Jane E. Cordts and her husband Eibe Cordts who acknowledged that they severally signed, sealed and delivered the foregoing deed to B. F. Passmore on the day and year therein expressed and for the purposes therein specified as their proper act and deed. This said Jane E. Cordts having been examined first by me separately and apart from her said husband Eibe Cordts acknowledged and declared that she signed, sealed and delivered the said deed freely and voluntarily without any threats, fears, compulsion or coercion on the part of her said husband whatever. In testimony whereof I have hereunto set my hand and official seal in the town of Canton on the 4<sup>th</sup> day of March, A. D. 1878.  
E. L. Nason J. P. 

John W. Fitchett & Wife. } Filed for Record April 25<sup>th</sup> A. D. 1878, at 10 A.M.  
No. 3 Deed. } Recorded April 26<sup>th</sup> A. D. 1878.  
Myr. A. Wilson. }

This Indenture, made and entered into this 11<sup>th</sup> day of April A. D. 1878 between John W. Fitchett and M. A. Fitchett his wife of the County of Madison and State

of Mississippi of the first part and Mrs M. A. R. Wilson of the County of Colorado and State of Texas, of the second part, Witnesseth, That said party of the first part for and in consideration of the sum of Three hundred and fifty dollars to them in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted bargained and sold and do hereby grant bargain sell convey and confirm to 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 Ponton Madison County Mississippi bounded and described as follows viz Beginning at a stake the South West corner of the lot on which said party of the first part now resides, thence East One hundred and fifty feet, thence North Eighty feet, thence West One hundred and fifty feet to the street running North South and thence South with said street Eighty feet to the beginning together with all and singular the tenements hereditaments and appurtenances thereto belonging, To have and to hold lot or parcel of ground as aforesaid to 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 hereby covenant to warrant and defend the title to the premises aforesaid with the appurtenances to said party of the second part her heirs &c from and against the claim or claims if there be legal or equitable of any and all persons whomsoever claiming or to claim the same or any part thereof forever by these presents.

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

J. V. Fitchett Seal  
M. A. Fitchett Seal

State of Mississippi } ss.  
Madison County }

Personally appeared before me, E. S. Jeffrey, Clerk of the Chancery Court of said County, the within named J. V. Fitchett and M. A. Fitchett 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. A. Fitchett, 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 25<sup>th</sup> day of April A. D. 1848.

Seal

E. S. Jeffrey. Clerk.  
By E. N. Dintwiler D. C.

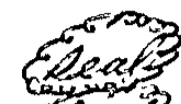
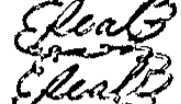
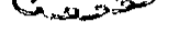
75<sup>th</sup> Revoltamps W. G. K.

W. S. Kearney & Sons  
Deeds  
J. R. Powell.

Filed for Record April 25<sup>th</sup> A. D. 1848, at 5 P. M.  
Recorded April 26<sup>th</sup> A. D. 1848.

This Indenture made and entered into this 15<sup>th</sup> day of July A. D. 1869 between W. S. Kearney & his wife Susannah Kearney and L. L. Kearney, as Trustees of said Susannah Kearney of the first part and J. R. Powell of the second part all of the County of Madison and State of Mississippi Witnesseth - That for and in consideration of the sum of Three hundred Dollars, (\$300.) to them in hand paid the receipt of which is hereby acknowledged the parties of the first part have this day granted bargained, sold and conveyed and by these presents do grant bargain sell and convey unto the parties of the second part a certain tract or parcel of land lying and being in the County and State aforesaid and known and described as follows viz Lot No 1 sec 17 all of Sec 16, E 1/2 of W 1/2 + W 1/2 of E 1/2 and W 1/2 of E 1/2 of E 1/2 Sec 12 N. E 1/4 of N W 1/4 - N W 1/4 of N E 1/4 and W 1/2 of N E 1/4 of N E 1/4 of N E 1/4 Sec 28 all in Township

Nine (9) Range one (1) West-making Twelve hundred acres (1200) more or less. To have and to hold unto said party of the second part all right title and interest in the above described lands unto their own proper use benefit or behoof - and the parties of the first part do covenant and agree to warrant and defend the title to the aforesaid land or bargain premises unto the said party of the second part his heirs and assigns forever against the claims of all persons whomsoever - In testimony whereof the parties of the first part have hereunto set their hands and seals the year and day above written -

W. G. Kearney.   
Susanah Kearney   
L. L. Kearney. 

The State of Mississippi }  
County of Madison } Before me R. J. Ross Clerk of the Circuit Court in and for said County personally appeared, the above named Walter G. Kearney and L. L. Kearney who acknowledged that they signed, sealed and delivered the foregoing Deed of Conveyance as their act and deed, for the purposes therein specified, on the day and year therein mentioned, Also appeared Mrs Susanah Kearney who acknowledged that she voluntarily executed the foregoing Deed of Conveyance as her act and deed without any fear, threat or compulsion on the part of said husband W. G. Kearney for the purposes therein specified, on the day and year therein mentioned, she being privately examined separate and apart from her said husband.  
In testimony whereof I hereunto affix my hand and the seal of said Court this 31<sup>st</sup> day of August A. D. 1869.

R. J. Ross Clerk  
By J. H. Duffer C. C.

\$1.00 Int Rev. Stamps W. G. K.

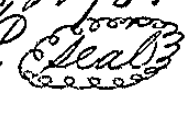
John Cheston } Filed for Record April 26<sup>th</sup> A. D. 1878 at 10.20 A. M.  
D. J. Deed of Trust } Recorded April 26<sup>th</sup> A. D. 1878.  
F. H. Pryor Trustee.  
To Secure Robt T. Check.


This Indenture, made and entered into this 30<sup>th</sup> day of March A. D. 1878, by and between John Cheston and Rebecca Cheston his wife parties of the first part, and Felix Pryor party of the second part, and Robt T. Check party of the third part, Witnesses H. H. Watson parties of the first part, are indebted to the parties of the third part, in the sum of \$56.00 Dollars, evidenced by note of hand of this date. And that, whereas, the said party 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 1878, to the amount of Twenty Five Dollars, from this date until the first day of January A. D. 1879, the said money, goods, wares and merchandise being for Plantation Supplies and necessaries, and wearing apparel; 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 first day of January A. D. 1879, Now Therefore, in consideration of the premises as well as for and in consideration of the sum of Ten Dollars, in hand paid by 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 their 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: South 1/2 N E 1/4 Section 24 T10 R5 E. Seven acres off North end 1/2 S E 1/4 S 34 T10 R5 E containing by estimation Eighty seven more or less all of the corn & cotton raised by the parties for the year 1878. 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 County Missis-  
 sippi, by the first day of January A. D. 1849, such an amount of Cotton as will fully pay  
 the indebtedness incurred therein, said Cotton to be shipped by the party is to pay said 2 1/2 per cent 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  
 now before the maturity thereof, and all interest which shall accrue thereon, and the cost and char-  
 ges of this Deed, then the 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 Natchez, 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  
 two or more convenient public places, and convey the estate so sold to the purchaser or purcha-  
 sers 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 as-  
 signs, 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 before  
 the second thereof, and the same thenceforward shall be null and void. It is further un-  
 derstood 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  
 Felix Pryor Trustee aforesaid.

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

J. A. Preston.   
 R. M. Preston. 

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Justice of the Peace of  
 the said County, the within named John A. Preston 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 13<sup>th</sup> day of April A. D. 1848.  
 Thos Fancett J. P. 

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned Justice of the Peace  
 of the said County, the within named R. M. Preston wife of the said John A. Preston who in  
 private examination, separate and apart from her husband, acknowledged that she  
 signed, sealed and delivered the foregoing Deed, on the day and year therein men-  
 tioned, 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 13<sup>th</sup> day of April A. D. 1848.  
 Thos Fancett J. P. 

O. Van Vacter <sup>hus</sup>  
 Ann Van Vacter } Filed for Record N. O. April 27<sup>th</sup> 1878, at 8.45 A.M.  
 Do: Deed } Recorded April 27<sup>th</sup> N. O. 1878.  
 Mary A. Lockett. } The State of Mississippi }  
 Madison County.

This indenture, made & entered into, the 29<sup>th</sup> day of May A. D. 1875, by & between O. Van Vacter & Ann, his wife, of the first part, & Mary A. Lockett, of the second part, all of said County, witnesseth, that the parties of the first part, for & in consideration of fifty dollars, have granted, bargained & sold, & by these presents do grant, bargain & sell to the party of the second part one acre of land in said County, part of the east half of the west half of the south half of the S. E. 1/4, Sec 14, T. 9, R. 2 East, & more particularly described as beginning at the southeast corner thereof, thence north twenty-two yards, thence west two hundred & twenty yards, thence south twenty-two yards, thence east two hundred & twenty to the beginning: To have & to hold, the same unto the said Mary, her assigns & heirs forever.  
 In witness whereof the said parties have hereunto set their hands & seals the day & year first above written.

O. Van Vacter Seal  
 Ann Van Vacter Seal

State of Mississippi }  
 Madison County } Personally appeared before me, E. J. Jeffrey, Clerk of the Circuit Court of said County, the within named O. Van Vacter and Ann Van Vacter 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 Ann Van Vacter upon separate examination by me made, separate and apart from the said husband, acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, freely, without any fear, threats or compulsion of her husband.  
 Given under my hand and seal of said Court, this 29<sup>th</sup> day of May A. D. 1875.  
 E. J. Jeffrey Clerk.

O. Van Vacter <sup>hus</sup>  
 Ann Van Vacter } Filed for Record April 27<sup>th</sup> N. O. 1878, at 8.45 A.M.  
 Do: Deed } Recorded April 27<sup>th</sup> N. O. 1878.  
 Adaline Lockett. } The State of Mississippi }  
 Madison County.

This indenture made & entered into, the 29<sup>th</sup> day of May A. D. 1875 by & between O. Van Vacter & his wife Ann, of the first part, & Adaline Lockett of the second part, all of said County, witnesseth. That the parties of the first part, for & in consideration of the sum of one hundred dollars, have granted, bargained & sold, & by these presents do grant, bargain & sell unto the party of the second part two acres of land in said County, part of the E. 1/2 of the W. 1/2 of the S. 1/2 of the S. E. 1/4 Sec 14 T. 9 R. 2 East & more particularly described as beginning at a point in the eastern boundary line thereof, 22 yds from the South east corner thereof, thence north 44 yds, thence west 220 yds, thence south 44 yds, thence east 220 yds to the beginning. To have & to hold the same unto the said Adaline, her heirs & assigns forever.  
 In witness whereof the said parties have hereunto set their hands & seals the day & year first above written.

O. Van Vacter Seal  
 Ann Van Vacter Seal

State of Mississippi }  
 Madison County } Personally appeared before me, E. J. Jeffrey, Clerk of the Circuit Court of said County, the within named O. Van Vacter and Ann Van Vacter his

wife, who severally acknowledged that they signed, sealed and delivered the foregoing and annexed deed to their own act and deed. And the said Anne Van (Walter) ... examination, by me made, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, without any fear, threats or compulsion of her husband.

Given under my hand and seal of said Court, this 29<sup>th</sup> day of May A. D. 1845.  
F. S. Jeffery Clerk.

J. W. Downs.  
D<sup>r</sup> Deed of Trust.  
Will N. Bailey Trustee.  
To Secure Chas Nandy.

Filed for Record April 29<sup>th</sup> A. D. 1848 at 3.30 P. M.  
Recorded April 29<sup>th</sup> A. D. 1848.

This deed of trust made and entered into this the 24<sup>th</sup> day of April A. D. 1848 between J. W. Downs Charles Nandy and Will N. Bailey is to witness that the said Downs is indebted to the said Nandy in the sum of two hundred and eighty one and 00/100 dollars by his promissory note falling due on the first of October next and being willing to secure the said Nandy in the prompt payment of said note at its maturity has on the day of the date hereof bargained sold aliened and conveyed and by these presents does bargain sell alien and convey to the said Bailey trustee herein the following real estate situated in the County of Madison in the State of Mississippi to wit 1/2 of S. E. 1/4 & N. 1/2 W. 1/4 & W. 1/2 N. W. 1/4 & S. 1/2 E. 1/2 N. W. 1/4 of Section one N. E. 1/4 & N. W. 1/4 & N. 1/2 S. E. 1/4 of Section two S. 1/2 of W. 1/2 of N. E. 1/4 & E. 1/2 of S. W. 1/4 & W. 1/2 of S. E. 1/4 of Section fifteen in Township eight Range Three East and lot four in section eight ... township eight Range Four East containing 960 acres more or less the title whereof the said Downs promises to warrant and defend to the said Bailey trustee as aforesaid against the just claim of all persons but this deed is made in trust to secure the payment of the above note and its payment is to operate as a satisfaction of this deed but in default of payment at maturity it shall be the duty of the said Bailey to advertise the above lands by written posters in three public places in said County for twenty days and sell the same for cash in front of the South Door of the Court House and apply the proceeds to the payment of said note and it is further agreed that in the event of the death of the said Bailey or his failure or refusal to act that the said Nandy may appoint another trustee in his stead with full power to carry on the purposes of this trust.

In testimony whereof this deed is signed sealed and delivered the day and year aforesaid.  
J. W. Downs Seal

The State of Mississippi  
Madison County.

Before me J. Garrett an acting Justice of the Peace for said County this day appeared J. W. Downs grantor in the above deed who acknowledged that he signed sealed and delivered said deed on the day of the date thereof as his act and deed.  
Given under my hand and seal the 24<sup>th</sup> day of April A. D. 1848.  
Singleton Garrett Seal  
Justice of the Peace.

L. Stewart.  
D<sup>r</sup> Deed  
John Love

Filed for Record April 29<sup>th</sup> A. D. 1848 at 9 A. M.  
Recorded April 29<sup>th</sup> A. D. 1848.

This Indenture made and entered into this the 27<sup>th</sup> day of April A. D. 1848 by and between L. Stewart party of the first part and John Love party of second part both of County and State of said ... Witnesses that the said L. Stewart party of the first part for and in consideration of the sum of

Int. jud. in year February 22<sup>nd</sup> 1879

One hundred and twenty dollars due and payable the 1<sup>st</sup> day of November A. D. 1878 have granted, bargained and sold and do by these presents grant, bargain and sell and convey to the said John Levy party of the second part the following described parcel of land to wit: half of East half of Southwest quarter of Section 24 Township 12 Range 5 East containing forty acres more or less together with all the rights and appurtenances thereof to said tract of land belonging or in any wise appertaining to the said L. Stewart and his heirs and assigns forever for his own purposes and behoof and the said party of the first part hereby agrees to warrant and defend the title to said lands. In witness whereof hereunto I my hand and seal on the day and year above mentioned.

L. Stewart Seal

State of Mississippi } Personally appeared before me a member of the Board of  
Madison County } Supervisors the within named L. Stewart who acknowledged that he signed sealed and delivered the foregoing and annexed deed as his act and deed.

Given under my hand and Seal this 27<sup>th</sup> day of April A. D. 1878  
J. L. F. Moore, M. C. Sup Seal

Cesar Stephens  
Charlotte Stephens  
Deed of Trust  
L. Stewart Trustee  
To Secure N. Riordan

Filed for Record April 29<sup>th</sup> A. D. 1878, at 9 A. M.  
Recorded April 29<sup>th</sup> A. D. 1878.

This Indenture, Made and entered into this 27<sup>th</sup> day of April A. D. 1878, by and between Caesar Stephens and his wife Charlotte Stephens parties of the first part, and L. Stewart party of the second part, and N. Riordan party of the third part, it is mutually agreed that said parties of the first part, are indebted to the party of the third part, in the sum of Two hundred and twenty Five Dollars, evidenced by Caesar Stephens promissory note bearing even date with this deed and due 1<sup>st</sup> day of March A. D. 1879, and that whereof, 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 or before the 1<sup>st</sup> day of March A. D. 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 parties of the first part, (the receipt whereof is hereby acknowledged), the said parties of the first part, have granted, bargained and sold, and do 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: E 1/2 of E 1/2 of Sec 24 Twp 12 R 5 E. To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns, and the successors of him forever, in trust, nevertheless, upon the terms and conditions, that is to say: That the said parties of the first part, shall have by the 1<sup>st</sup> day of March A. D. 1879 such an amount of money as will fully pay off the indebtedness incurred therein, and in case said indebtedness is not paid at maturity, then the said Caesar Stephens and Charlotte Stephens is to pay said N. Riordan 10 percent of the whole of said indebtedness, which is agreed to be liquidated 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 party of the third part, or 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 his 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 Couparie, at public  
 auction, to the highest bidder for cash, after giving ten days notice of the time and place  
 of said sale, by posting advertisements thereof in two or more convenient public places  
 therein, and convey the Estate so sold to the purchaser or purchasers thereof by pro-  
 per 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 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, 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, ap-  
 point another Trustee in his place, whose actings and doings in the premises, shall be as  
 binding as if done by the said L. Stewart 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.

Caesar <sup>his</sup> Mark Stephens Seal  
 Charlotte <sup>her</sup> Mark Stephens Seal

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned, a member of the Board of  
 Supervisors of the said County, the within named Caesar Stephens 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 Seal, at office, this 24<sup>th</sup> day of April A. D. 1848.  
 J. L. F. Moore M. C. Supr Seal

State of Mississippi } ss.  
 Madison County } Personally appeared before the undersigned, a member of the Board  
 of Supervisors of the said County, the within named Charlotte Stephens, wife of the said  
 Caesar Stephens who, in a private examination, separate and apart from her husband, ack-  
 nowledged that she signed, sealed and delivered the foregoing Deed, on the day and year  
 therein mentioned, as her voluntary act and deed, freely, without any fear, threat or compulsion  
 of her said husband.

Given under my hand and Seal, this 24<sup>th</sup> day of April A. D. 1848.  
 J. L. F. Moore M. C. Supr Seal

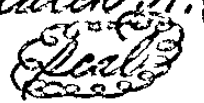
Matilda C. Locke } Filed for Record April 29<sup>th</sup> A. D. 1848 at 11 A.M.  
 Do } Deed } Recorded April 29<sup>th</sup> A. D. 1848.  
 Sarah J. Herron }

State of Mississippi }  
 Madison County } This Deed made and entered into this 1<sup>st</sup> day of March A. D. 1848  
 between Matilda C. Locke of the first part and Sarah J. Herron 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 Thirty Five Hundred Dollars to her in hand paid  
 at and before the signing and sealing of these presents have granted, bargained, sold and con-  
 veyed unto the party of the second part her heirs and assigns forever the following described  
 land to wit the north east quarter and the north half of the south east quarter except thirty  
 feet off the west end all in Township Nine Range two East N. E. 1/4 and N. 1/2 of S. E. 1/4 except 30



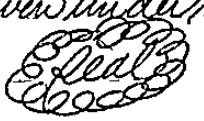
of West end all in T<sup>9</sup> R<sup>2</sup> East also a certain piece of real property in Ponton in same County, described as follows to wit beginning at the southeast corner of a lot formerly belonging to Thos B. Hoover at a stake on the north boundary of Academy Street, running thence East 100 feet with said street to Charles S. Priest's lot, thence north 200 feet with said Priest's line to his & Mrs. A. P. Hill's corner thence west with Mrs. A. P. Hill's line 100 feet to the north east corner of said Thos B. Hoover's lot thence 200 feet to the beginning being in the City of Ponton and County of Madison and State of Mississippi with all its improvements and appurtenances to the said Sarah J. Herron and her heirs and assigns forever with full covenants of general warranty on the part of the grantor. Herein.

In witness whereof I have hereunto put my name and seal this 1<sup>st</sup> March A. D. 1878.

M. C. Locke 

State of Mississippi } ss.  
 Madison County } Personally appeared before me undersigned, Clerk of the County Court of said County, the within named M. C. Locke who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year mentioned as her act and deed.

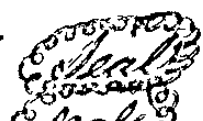
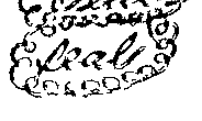
Given under my hand and Official Seal, at office, in Ponton, this 29<sup>th</sup> day of April A. D. 1878.

 E. J. Jeffrey, Clerk.

Sarah J. Herron } Filed for Record April 29<sup>th</sup> A. D. 1878 at 11 A. M.  
 Do } Deed } Recorded April 30<sup>th</sup> A. D. 1878.  
 Matilda C. Locke }


State of Mississippi } This Deed made and entered into this 4<sup>th</sup> day of February A. D. 1878 between Sarah J. Herron of the first part and Matilda C. Locke 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 thirty five hundred Dollars to her in hand paid at and before the signing and sealing of these presents have granted bargained sold and conveyed with the party of the second part her heirs and assigns forever the following described land to wit the 1/2 NW 1/4 of Section 36 and 1/2 SE 1/4 and 1/2 NW 1/4 Section 35 and 1/2 SE 1/4 Sect 34 and 1/2 NW 1/4 Section 26 all in township 13 Range 3 East to have and to hold said above described land to the said M. C. Locke her heirs and assigns forever free from the claims or demands of all persons whomsoever and the said party of the first part for themselves their heirs and assigns do by these presents forever warrant and defend the title to said land to the said M. C. Locke her heirs and assigns forever free from the claims or demands of all persons whomsoever.

Given under my hand & seal the day and year first above written.

Sarah J. Herron.   
 J. A. Herron. 

State of Mississippi } ss.  
 Madison County } Personally appeared before me, E. J. Jeffrey, Clerk of the County Court of said County, the within named J. A. Herron and Sarah J. Herron 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 Sarah J. Herron, a non-resident being in my presence, 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 29<sup>th</sup> day of April A. D. 1878.

 E. J. Jeffrey, Clerk.  
 By E. J. Jeffrey D. C.

George Harvey } Filed for Record April 30<sup>th</sup> A.D., 1878 at 11.50 A.M.  
 J. B. Deed } Recorded April 30<sup>th</sup> A.D., 1878.  
 J. B. Collier }

This indenture made and entered into this 16<sup>th</sup> day of April A.D. 1878 by and between George Harvey party of the first part of the County of Madison State of Mississippi and J. B. Collier of the State of Tennessee party of the second part, Witness that whereas Mollie L. Reeves on the 21<sup>st</sup> day of December 1875 executed a deed in Trust in favor of the said party of the first part as Trustee to secure John Leiper Jr in the sum of three thousand dollars as evidenced by promissory note recited in said Deed in Trust dated December 21<sup>st</sup> 1875 and made payable to the said John Leiper Jr or order twelve months after the date thereof. Said Deed in Trust conveyed to said party of the first part as Trustee as aforesaid the lands hereinafter described situated in Madison County Mississippi and authorized and empowered said Trustee to advertise and sell said lands to the highest bidder for cash at public outcry in front of the Court House door after giving thirty days notice of the time and terms of said sale in some newspaper published in the City of Canton, and execute to the purchaser of said lands hereinafter described a good and sufficient deed. Said Deed in Trust is recorded in book N. N. of the records of deeds of said County of Madison to which reference is here to made. Therefore in consideration of the premises and at the request of the legal holder of said promissory note above described, the said party of the first part advertised the lands described in said Deed in Trust in the "Canton Mail" a public newspaper published in the City of Canton for thirty days previous to the day of sale, giving due notice of the time terms and place of sale, with a proper description of the lands embraced in said Trust deed and on Monday the 16<sup>th</sup> day of April A.D. 1878 sold said lands hereinafter described at public outcry to the highest bidder for cash in front of the Court House door between the hours prescribed by law, in the City of Canton, and at said sale J. B. Collier party of the second was the highest and best bidder at and for the sum of Eighteen Hundred and Fifty Five Dollars. Now therefore in consideration of the premises as well as for and in consideration of the said sum of Eighteen hundred and Fifty Five Dollars in hand paid me by the said J. B. Collier the receipt of which is hereby acknowledged do by these presents bargain sell alien and convey unto the said J. B. Collier party of the second part his heirs and assigns forever the following described Real Estate situated in the County of Madison State of Mississippi and more particularly described as follows to wit, All of section sixteen Township 8 Range 2 East, The whole of section fifteen Township 8 Range 2 East, The south half of the south east quarter and the east half of the south half of the south west quarter of section eleven Township 8 Range 2 East, The West half of the East half of section fourteen The North West quarter of section fourteen, The north half of the west half of the south west quarter and the east half of the south west quarter of section fourteen, The east half of the east half of section twenty two and the north half of the west half of the North east quarter and the west half of section twenty two all in Township 8 Range 2 East containing about 2300 acres of land more or less. To have and to hold the above described lands with the privileges and appurtenances thereunto belonging unto him the said party of the second part and his heirs and assigns forever, and the said party of the first part do hereby covenant and agree with the said party of the second part to forever warrant and defend the title to the above described lands against the claims of any and all persons whomsoever so far as he is authorized by virtue of the provisions of said Deed in Trust executed by the said Mollie L. Reeves and no farther. In testimony whereof said party of the first part has hereunto set his hand and affixed his seal on this day and year above mentioned.

George Harvey 

State of Mississippi  
 Madison County

Personally appeared before me undersigned, Clerk of the Chancery Court of said County, the within named George Harvey who acknowledged that he signed

sealed and delivered the foregoing Deed on the day and year mentioned, as his act and deed.  
Given under my hand and official seal, at office, in Canton, this 30<sup>th</sup> day of April A. D. 1878.  
E. M. Jeffrey, Clerk.

Peter Heiser  
Angelina Heiser  
Trustees  
John Whelan Trustees  
No. 100 Charles Bizzolara

Filed for Record April 30<sup>th</sup> A. D. 1878, at 12.45 P. M.  
Recorded April 30<sup>th</sup> A. D. 1878.

This indenture, made and entered into this 29<sup>th</sup> day of April A. D. 1878, by and between Peter Heiser and his wife Angelina Heiser of Madison County, Mississippi, the parties of the first part, and John Whelan of same County and State party of the second part, and Charles Bizzolara of same State and County party of the third part, witnessed it: That said parties of the first part are indebted to the party of the third part, in the sum of three hundred Dollars, evidenced by their promissory note of even date herewith due and payable January 1<sup>st</sup> 1879 and for money loaned to said Angelina Heiser. Now, therefore, in consideration of the premises, as well as for and in full discharge 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 being and being in the City of Canton, County of Madison and State of Mississippi, to-wit: 20 feet front by 200 feet running back west of the south side of lot eight in square two according to the plot of said City, the same being the premises now occupied as the residence of the parties of the first part with all the improvements thereon. To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns, and the success of him, however, nevertheless, upon the 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 Canton, at public auction, to the highest bidder, for cash; after giving 15 days notice of the time and place of said sale by advertising in some news paper 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 instrument 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 said party of the third part, and his assigns, the amount of said indebtedness, 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 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

Satisfied in full this 1<sup>st</sup> June 1879  
John Whelan

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 John Whitall Trustee aforesaid.

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

Peter Keiser  
Angelina Keiser

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of the said County, the within named Peter Keiser 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 30<sup>th</sup> day of April A. D. 1878.  
E. J. 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 Keiser wife of the said Peter Keiser 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 30<sup>th</sup> day of April A. D. 1878.  
E. J. Jeffrey Clerk.

Wm. Sutherland }  
D. J. Deed of Trust }  
J. M. Halleday Trustee }  
To secure J. A. Hargous }

Filed for Record April 29<sup>th</sup> A. D. 1878 at 2 P. M.  
Recorded April 30<sup>th</sup> A. D. 1878.

This Indenture, made and entered into this fifth day of February A. D. 1878, by and between William Sutherland party of the first part, and J. M. Halleday party of the second part, and J. A. Hargous party of the third part, Witnesseth, that said party of the first part is indebted to the party of the third part, in the sum of One hundred & fifteen Dollars, evidenced by promissory note bearing even date with these presents and due Nov 1<sup>st</sup> 1878. And that, whereas, the said party of the third part have undertaken and promised to supply the said party of the first part, money, goods wares and merchandise, during the year 1878, to the amount of Forty dollars more or less, from this date until the first day of Nov A. D. 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 and Personal Estate, lying and being in the County of Madison in the State of Mississippi, to-wit: One bay horse shule Sam and all the agricultural products grown by him on the Tucker place, or elsewhere in said County during the year 1878 - So acres off the N. W corner Sec 25 T 11 R 3 East To have and to hold the same, unto the said party of the second part, his heirs, executors, administrators and assigns, and the successors 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 first day of Nov A. D. 1878, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said Cotton to be sold 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 is to pay said 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 party of the first part, shall fail or refuse to pay to said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and 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 Pantow, 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 news paper published in said County, or by posting advertisements thereof in two or more convenient public places, and so by the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance; and from the proceeds of said sale, the said party of the second part, or the successor of him, shall first pay the cost and charges of this Deed, and of said sale; and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and 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 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 Deed forward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part, shall for any cause fail to perform the duties of Trustee as aforesaid, then and in that case the said party of the third part, or his assigns, shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. M. Halliday Trustee aforesaid.

In testimony whereof, the said party of the first part, herunto set his hand and seal on Friday and great first above written.

Witness  
 E. L. Hargon.  
 J. F. Robinson.

Wm. S. Ireland Seal

State of Mississippi } ss  
 Madison County

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named E. L. Hargon one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposed and says that he saw the above named Wm. S. Ireland, whose name is subscribed thereto, sign, seal and deliver the same to the above named J. A. Hargon that he, this deponent, subscribed his name as a witness thereto, in the presence of the said Wm. S. Ireland, and that he saw the other subscribing witness J. F. Robinson sign the same, in the presence of the said Wm. S. Ireland 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 29<sup>th</sup> day of April A. D. 1878.

E. J. Jeffrey  
 Seal

E. J. Jeffrey Clerk.  
 By E. Hamilton D.C.

J. B. Collier } Filed for Record May 1<sup>st</sup> AD 1878 at 5<sup>30</sup> P.M.  
 Geo. Turner } Recorded May 2<sup>nd</sup> AD 1878

This Agreement made & entered into this 1<sup>st</sup> day of May 1878 by & between J. B. Collier of the first part and Geo. Turner of the second part. Witnesses that the said Collier has employed the said Turner to look after and supervise the "Prio place" during the year 1878. and the said Turner hereby agrees & obligates himself to look after the farming interest of said Collier in said place during said year to see that said place is kept in as good repair as possible, that he will see that no depredation is committed on said place by trespassers, that the tenants thereon do good and faithful service during said year. to collect from them the rents of the lands cultivated by them during the present year whether the same be payable in Cotton or money, to account to J. B. Singleton for the money received by him & to deliver to him in Canton the Cotton received for rent as soon as the same is delivered or the money paid, in full to do good & faithful service in the management of said place. during said year instead of delivering said Cotton to said Singleton it is agreed that said Turner shall ship in the name of J. B. Collier to Britton & Mayson in New Orleans the Cotton to be delivered by the parties whose name appears annexed hereto to be placed to said Collier Credit as rent. Now therefore in consideration of the faithful rendition of said services by said Turner, said Collier hereby agrees to pay to Geo. Moorman the sum of Two Hundred dollars said Turner being indebted to said Moorman in said sum, whenever the same shall be collected by said Collier out of the proceeds of the crop raised on the "Prio place" during the year 1878.

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

J. B. Collier  
 by N. C. Collier Agt.  
 Geo. Turner

State of Mississippi

Madison County } Personally appeared before the undersigned Clerk of the Chancery Court of said County, the within named J. B. Collier by N. C. Collier his Agent and Geo. Turner who acknowledged that they signed, sealed and delivered the foregoing agreement on the day and year mentioned, as this act and deed.

Given under my hand and official seal at office in Canton this 1<sup>st</sup> day of May AD 1878.

E. S. Jeffrey Clerk

Prio Place

Martha Smith	1 Bale	Weight 450	Wesley Archer	2 Bales	Weight 800
James Mills	1 "	" 500	Nat Bryant	1 "	" 500
Moses Seater	1 "	" 500	Tom Warren	1 "	" 450
Berry Coleman	1 "	" 500	Willis Murphy	1 "	" 500
Eliza Bracey	1 "	" 500	Wm Carter Baley	1 "	" 500
Phillip Bryant	1 "	" 500	Austin Hunter	Money Rent	\$ 36.00
O. Bailey	1 "	" 500	John Henry	" "	\$ 15.00
Allen Martin	1 "	" 500	Wesley Smith	" "	\$ 15.00
Moses Smith	1 "	" 450	Phil Bryant	" "	\$ 25.00

Quot Cox Money Rent \$25.00 Alex Martin to build a house.  
Simon Loev Rent.

These amounts subject to the contracts on record  
in Chancery Clerks office in Madison County Miss.

J. J. Donald  
Elizabeth Donald  
W. S. Donald<sup>2d</sup>  
M. G. Donald  
D. G. Pepper Trustee  
Possessor.  
Richardson and May

Filed for Record May 1<sup>st</sup> AD 1878 at 9 a.m.  
Recorded May 3<sup>rd</sup> AD 1878.

This Indenture made this twentieth day of March A. D. 1878. by and between J. J. Donald and Elizabeth Donald his wife W. S. Donald and M. G. Donald, of Saline Attala County Miss parties of the first part. and D. G. Pepper party of the second part. and Richardson & May. of New Orleans La. parties of the third part Witnesses, that whereas J. J. Donald and W. S. Donald of the parties of the first part. comprising the commercial firm of J. J. Donald & Co. are indebted to the parties of the third part in the sum of Fifteen thousand two hundred & Eleven <sup>88</sup> Dollars and Whereas the said J. J. Donald & Co have executed and delivered to the parties of the third part. their promissory notes of even date payable to their order at their office in the City of New Orleans on the Sixteenth day of October next 1878. for Forty three hundred and Eleven <sup>89</sup> dollars (\$4311.89) on the Sixteenth day of November next 1878. for Fifty four hundred and thirty <sup>12</sup> dollars (\$5430.12) on the Sixteenth day of December next 1878. for fifty four hundred and Sixty Nine <sup>80</sup> dollars (\$5469.80) and bearing interest from maturity at ten per cent per annum. to cover said indebtedness which notes are to be discounted at current rates. and the proceeds passed to the credit in open account of J. J. Donald & Co. for use in their Commercial business Now therefore in consideration of the premises and in order to secure the payment of said sums advanced as aforesaid the said parties of the first part. do hereby bargain sell and convey to said party of the second part. the following described property to wit: 639 acres more or less belonging to J. J. & Elizabeth Donald No 2 & Co as follows North side Lots # 3 & 4 Sec 1 T 12 R 4 16 1/2 acres South side Lots 4 & 3 Sec 1 T 12 R 4. 3 acres off North end. E 1/2 S E 1/4 Lots. 6. 7. 10. 11 & 8 Sec 1. T 12 R 4 Lots 8 & 14 in E 1/2 S E 1/4 Sec 36. T 13 R 4 N W 1/4 & 1/2 of S W 1/4 Sec 31 T 13. R 5 & 30 acres off North end of E 1/2 S W 1/4 (Attala Co.) Also Lot situated in the town of Saline Attala Co. # 40. 41 & 42 East of Main St. Containing 300 feet commencing S. W. Corner lot # 42 & running east to corner thence North 210 ft. thence West 300 ft. thence South 210 ft. to starting point. all being in the E 1/2 of the S W 1/4 of Sec 35 T 14 R. 5 East with appurtenances thereon. the following described property belonging to J. J. Donald & Co. Situated in the town of Saline No 2 & Co. as follows Lot 18 - 30 feet front. 150 feet

deep boundary line as follows, Commencing at a Stake driven  
 in S.E. Corner of North west lot, running East 30 ft. thence  
 North 150 ft. thence 30 ft. west, thence back to starting point  
 all being in the South half of  $\text{SW}\frac{1}{4}$  Sec 35 T 14 R 5. Also  
 Lot # 19, 30 ft. front by 150 ft. deep boundary line as follows  
 Commencing at a Stake driven in N.E. Corner of Main front  
 Sts. line running East 30 ft. thence North 150 ft. thence West  
 30 ft. thence South 150 ft. All being in the  $\text{S}\frac{1}{2}$  of  $\text{SW}\frac{1}{4}$  Sec 35  
 T 14 R 5. with appertenuances thereon, and also the following  
 described property, belonging to W. J. & M. C. Donald being in  
 Attala Co. Mo: as follows.  $\text{S}\frac{1}{2}$  &  $\text{W}\frac{1}{2}$   $\text{NE}\frac{1}{4}$  &  $\text{SE}\frac{1}{4}$   $\text{NW}\frac{1}{4}$  &  $\text{SW}\frac{1}{4}$   
 $\text{W}\frac{1}{4}$  Sec 17, T 12 R 4.  $\text{NE}\frac{1}{4}$  &  $\text{W}\frac{1}{2}$   $\text{SE}\frac{1}{4}$   $\text{NE}\frac{1}{4}$   $\text{SE}\frac{1}{4}$  Sec 18 T  
 12 R 4. also the following parcel of land being in Madison Co.  
 $\text{S}\frac{1}{2}$   $\text{W}\frac{1}{2}$   $\text{NE}\frac{1}{4}$  Sec 20 T 12 R 4 E. also the following described lots  
 situated in the town of Dallas to wit: Commencing 100 ft. from Rail  
 Road at Rock Corner, thence South to oak, thence a little west of  
 South to post oak corner, thence west to bank of creek following  
 same to Beech Corner, thence West to Sassafras Corner thence  
 east to starting point containing 10 acres more or less all be-  
 ing in the  $\text{NE}\frac{1}{4}$  of  $\text{NE}\frac{1}{4}$  of Sec 3 T 13 R 5, with appertenu-  
 ances thereon. I do have and do hold the above described real estate  
 and personal property to have the said party of the second part,  
 his heirs and assigns forever, in trust however, and upon the  
 following Conditions, viz: that if the said J. J. Donald & Co. shall  
 on or before the nineteenth day of December, next 1878, pay what  
 may be due to said parties of the third part, upon said promissory  
 notes, and all costs incurred on account of this Indenture, then this  
 Conveyance shall be void, but if default is made in said payments  
 the said party of the second part, when so requested by the parties  
 of the third part, shall take possession of said property, and having  
 given ten days notice to said parties of the first part, by posting  
 notices in three different places in said Attala and Madison  
 Counties of the time, place and terms of sale, shall sell or cause  
 to be sold said property or so much thereof as may be necessary to  
 meet said indebtedness and the expense of executing this trust, at  
 public Auction for cash. And the said parties of the third part, or their  
 legal representatives can at any time they may desire appoint a trust-  
 ee in the place of said party of the second part, or any succeeding  
 trustee And should the trustee at any time believe said property or  
 any part thereof endangered as a security for said payments, he  
 shall take the same into his possession and hold it until said  
 payments are made or until said property is sold as aforesaid, but  
 until demanded by the trustee for either of the purposes aforesaid,  
 said parties of the first part can hold the same. And the said par-  
 ties of the first part further bind and pledge themselves that the  
 said firm of J. J. Donald & Co. shall gather and put into condition  
 to ship to market as soon as same can be done, the crop of Cotton  
 that they may raise or control during the year 1878/79 and also  
 bind and pledge themselves that the said firm of J. J. Donald  
 & Co. shall ship said Cotton from time to time as soon as the  
 same is gathered and in condition to be sent to market, to said



parties of the third part in New Orleans, to be sold by them. And it is expressly agreed and understood by and between the parties hereto, that the said parties of the third part shall have the exclusive right to apply the net proceeds of sale of all Cotton shipped and all payments of money made to them, to the payment of any indebtedness which may be due now, or which may hereafter become due to them by the said firm of J. J. Donald & Co., upon open account or otherwise, or to the debt secured and intended to be secured by this Indenture according to their view of the exigency of the case, that such application may be made at such time and in such manner as they may elect, and that no application of such proceeds of sale or money to the payment of any debt in open account, which may at any time be due to the said parties of the third part by the said firm of J. J. Donald & Co. shall impair lessen or prejudice the debt secured and intended to be secured by this Indenture or the security herein provided therefor.

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

Thomas J. Donald *[Signature]*  
 Elizabeth Donald *[Signature]*  
 W. D. Donald  
 M. C. A. Donald.

The State of Mississippi }  
 Attala County

This day personally appeared before me the undersigned a Justice of the Peace in & for said County, J. J. Donald & W. D. Donald, who there and then acknowledged that they signed sealed and delivered the foregoing writing, on the day and year therein, in that behalf mentioned, as their act and deed, and for the purposes therein set forth.

Witness my hand and seal this the 27<sup>th</sup> day of March A.D. 1878.

E. L. Carnes J. P. *[Signature]*

The State of Mississippi }  
 Attala County

This day personally appeared before me E. L. Carnes Justice of the Peace in and for said County the within named Elizabeth Donald wife of J. J. Donald, who in a private examination apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed, freely without any fear threats or compulsion of her said husband on the day and year therein mentioned.

Given under my hand and seal this 27<sup>th</sup> day of March A.D. 1878.

E. L. Carnes J. P. *[Signature]*

State of Mississippi }  
 Attala County

This day personally appeared before me E. L. Carnes Justice of the Peace in & for said County the within named Mary C. Donald wife

of N. S. Donald who on a private examination apart from her said husband, acknowledged that she signed sealed and delivered the foregoing Deed as her voluntary act & deed freely without any fear threats or compulsion of her said husband on the day & year therein mentioned,  
 Given under my hand & seal this 27<sup>th</sup> day of March  
 A.D. 1878.

E. L. Carnes J. P. 

Chicago St. Louis and  
 New Orleans R. R. Co.  
 Do Deed  
 W. K. Ackerman and  
 Stuyvesant Fish Trustees

Filed for Record May 16<sup>th</sup> A.D. 1878 at 9 am.  
 Recorded May 16<sup>th</sup> A.D. 1878

This Indenture, made this first day of December Anno Domini one thousand eight hundred and seventy seven, between the Chicago St. Louis and New Orleans Railroad Company of the first part, the New Orleans Jackson and Northern Railroad Company of the second part, the Central Mississippi Railroad Company of the third part, and W. K. Ackerman of Chicago in the State of Illinois and Stuyvesant Fish of New York in the State of New York, Trustees of the Fourth Part. Whereas, a corporation known as the New Orleans Jackson and Great Northern Railroad Company, organized under the laws of the States of Louisiana and Mississippi, heretofore owned and operated a certain railroad, extending from the City of New Orleans in the State of Louisiana, to Canton, in the State of Mississippi, together with a branch or branches thereof, and with the right to construct and operate other branches and extensions, and with depot grounds, buildings and other property to said railroad appertaining being part of the railroad and property hereby intended to be mortgaged and conveyed. And whereas, the said New Orleans Jackson and Great Northern Railroad Company on or about the twelfth day of June 1856, by a deed or instrument known as its first mortgage, mortgaged and conveyed to one James D. Duque, its Road aforesaid, built and to be built, from the City of New Orleans in the State of Louisiana to Canton in the State of Mississippi, with the appurtenances, to secure the payment of its Bonds, issued or to be issued, to an extent not exceeding three millions of dollars; certain of which Bonds are still outstanding and said first mortgage in force. And whereas subsequently to the making of said first mortgage to wit; on the first day of October 1860, the said New Orleans Jackson and Great Northern Railroad Company, for the purpose of securing the payment of an additional issue of its Corporate Bonds to a farther amount not to exceed three millions of dollars did also mortgage and convey to the said James D. Duque its Road aforesaid, together with the appurtenances by a second mortgage or deed of trust, certain of which Bonds are still outstanding and said second mortgage in force. And whereas afterwards the said New Orleans Jackson and Great Northern Railroad Company failed to pay certain matured Coupons or interest warrants upon certain of the Bonds secured by its said first and second mortgages and certain of the said Coupons with all liens, rights and equities attaching thereto were purchased

by third parties. And whereas the said New Orleans Jackson and  
 Northern Railroad Company, party hereto of the second part, on  
 the fifteenth day of August 1877, made an issue of its corporate  
 Bonds, known and described as Matured Coupon Bonds, to the ex-  
 tent of five hundred thousand dollars, to provide for the pay-  
 ment of said Coupons thus due and unpaid  
 upon Bonds secured by the first and second mortgages of the  
 New Orleans Jackson and Great Northern Railroad Company,  
 and to further secure said matured Coupon Bonds did mortgage  
 and convey to William H. Gerhard and Lewis V. F. Rand of the  
 City of New York, the line of Road from the City of  
 New Orleans to Canton in the State of Mississippi, which had  
 been theretofore owned by the New Orleans Jackson and Great  
 Northern Railroad Company as aforesaid, which last said Bonds  
 and mortgage are still outstanding. And whereas a certain Cor-  
 poration known and designated as the Mississippi Central Rail-  
 road Company, was chartered by the State of Mississippi, by an  
 Act of the Legislature of Tennessee, passed on the thirtieth day  
 of November 1853, and was authorized by said act to consolidate  
 and form one corporation with said Mississippi Central Rail-  
 road Company. And whereas the State of Tennessee under and by virtue  
 of the Statutes of the same, loaned to the said Mississippi Central  
 and Tennessee Railroad Company, or advanced for its benefit  
 Bonds of said State, to the aggregate amount of five hundred  
 and twenty four thousand dollars, by virtue of which bonds  
 and upon the issuance thereof pursuant to the Statutes authoriz-  
 ing the same, the said State of Tennessee became invested, without  
 deed from the said Railroad Company with a lien in the nature  
 of a mortgage upon the entire Road built or to be built by the  
 said Corporation in the State of Tennessee with all its appurtenances  
 prior to any mortgage made or to be made by the said Corpora-  
 tion as security to indemnify and save harmless the said State  
 on account of the issuance and for the payment of the principal  
 and interest of said State Bonds so issued to said Corporation. And  
 whereas afterwards and in pursuance of certain acts of the Legisla-  
 tures of the States of Mississippi Tennessee and Kentucky, the said  
 Mississippi Central and Tennessee Railroad Company and the Miss-  
 issippi Central Railroad Company, were consolidated and made into  
 one Corporation under the name of the Mississippi Central Railroad  
 Company, by the agreement and consent of the stockholders thereof  
 and authorized to continue and complete the construction of the  
 Railroad from Canton in the State of Mississippi, through the  
 States of Tennessee and Kentucky, and to operate the same, and  
 the said Corporation thereafter known as the Mississippi Central Rail-  
 road Company, did proceed to construct and to operate said Railroad.  
 And whereas under and by virtue of the acts aforesaid and other  
 acts of the said State of Tennessee, other Bonds of said State to  
 the amount of \$50,000 were issued to the said Mississippi Central Rail-  
 road Company, and under and by virtue of said Statutes a lien was  
 reserved to the said State upon the entire Road in the State of Ten-  
 nessee, with all its appurtenances and all property owned by the

Company, within the limits of said State, in the nature of a mortgage without deed, prior to the lien of any mortgage executed or to be executed by the said Company, to indemnify and save harmless the said State of Tennessee for the issuance and against the payment of the principal and interest of the last mentioned amount of Five hundred and fifty thousand dollars of State Bonds, so as aforesaid issued to or for the benefit of said Mississippi Central Railroad Company. And whereas said Mississippi Central Railroad Company having been unable to pay and reimburse to the said State of Tennessee a certain amount of the interest which had accrued and which the state had paid upon its Bonds so as aforesaid issued to the Mississippi Central and Tennessee Railroad Company certain other acts were passed by the Legislature of said State by which the amount due from the Mississippi Central Railroad Company for such interest having been paid by the said State by issuing other of its Bonds, was converted into a charge as principal and in all respects the said State became and was entitled by virtue of the payment thereof and issuance of said Bonds therefor, to the same rights and lien for the same which were created by the acts authorizing the original issue of Bonds to the said Railroad Company, which interest, so converted into principal and for which the said State of Tennessee, became and was entitled to a like first lien upon the property of the Mississippi Central Railroad Company within said State. Amount to seventy five thousand one hundred and eighty dollars. And whereas, by virtue of the payments or advances aforesaid, the State of Tennessee became entitled to and held a first and paramount lien in the nature of a mortgage on all the property which was of the Mississippi Central Railroad Company so called after the Consolidation aforesaid, within the said State of Tennessee to the extent and amount of one million one hundred and twenty nine thousand one hundred and eighty dollars besides interest. And whereas by an Act of the Legislature of the said State of Tennessee, passed the twenty fifth day of February 1869, and by other acts amendatory thereof and supplemental thereto it was amongst other things enacted that the respective Railroad Companies or either of them that had created indebtedness to the said State, were authorized to repay any amount of the principal of said indebtedness in the Bonds of the State, and that any such Railroad Company repaying any such indebtedness, might issue Bonds to an equal amount with the Bonds of the State paid and delivered up as thereby provided, which said Bonds so issued in lieu of any amount of said State Bonds, should be certified by the Comptroller of said State and should possess a lien pro-rata in amount and of equal validity and effect with the State indebtedness upon such Railroad and all its property within said State of Tennessee, and farther, that any person or persons with the consent and approbation of any Railroad Company which should be indebted to the State of Tennessee and upon whose property the State of Tennessee might hold a lien, might pay the said State debt, so far as the State is concerned, in the Bonds of the State, or any coupons of Bonds at par, and the person or persons so paying the debt of such Railroad Company with the consent of such Company should be entitled to have and hold all the lien or liens which the State of Tennessee had or

has upon said Railroad Company or its property, and all the right and power to enforce the same belonging to such State, and whereas, in and by the Decree of the Circuit Court of the United States for the District of Tennessee made and entered at Memphis on the Sixth day of January 1877, in a suit in Chancery commenced by the trustees of the consolidated mortgage of the Mississippi Central Railroad Company hereinafter mentioned for the foreclosure of said mortgage it was by the said Court ordered, adjudged and decreed that the said trustees and their assigns were entitled, as representing the said Mississippi Central Railroad Company, to settle, the claims and take and receive the transfer of the lien of the State of Tennessee. And whereas, the said Chicago St. Louis and New Orleans Railroad Company party of the first part hereto, has become the assignee and grantee of the said trustees in said Decree named and of all their rights and privileges in that behalf and also the successor as hereinafter stated of said Corporation known as the Mississippi Central Railroad Company and of all its powers rights privileges and franchises with the right in case of payment of said Tennessee Bonds to issue and substitute for the same its own Bonds with all the liens and rights held by the State of Tennessee. And whereas afterwards the said Chicago St. Louis and New Orleans Railroad Company party of the first part made and executed its certain Indenture of mortgage dated the eighth day of November 1877, to Adolphe Schreiber James Antress and Lewis V. F. Randolph and hereinafter more particularly referred to and under and in pursuance of the terms and conditions of the said mortgage, did issue and set apart in order, under the said Acts of the State of Tennessee to provide for and to be substituted in place of the Bonds of the State of Tennessee issued to the Mississippi Central and Tennessee Railroad Company, and the Mississippi Central Railroad Company as aforesaid, one thousand one hundred and ninety nine Bonds, issued under said mortgage, of one thousand dollars each, numbered from one to one thousand one hundred and ninety nine inclusive, which were thereafter used to provide for and liquidate said indebtedness to the State of Tennessee, and were substituted for an equal amount of indebtedness to said state and of the Bonds of said state paid and delivered up, under and according to said statutes of the State of Tennessee, and were registered and certified, pursuant to the statutes of the State of Tennessee aforesaid, by the Comptroller thereof, and thereby became entitled to and now hold certain in the nature of a first mortgage, upon the property by this indenture mortgaged and conveyed, and all the railroad property and franchises which were of the said Mississippi Central Railroad Company, and are now owned and operated by the said Chicago, St. Louis and New Orleans Railroad Company, within the State of Tennessee, with all rights, privileges and liens given to said state by its statutes aforesaid, and all powers to enforce the same originally residing in said state; the debt to said state, principal and interest having been paid in full; And whereas said Mississippi Central Railroad Company, on or about the first day of November, 1854, executed a mortgage to Charles Cutler, or his heirs,

Flagg and Jacob Thompson, to secure its corporate Bonds issued and to be issued, to an amount not to exceed one million three hundred and fifty thousand dollars, whereby it mortgaged and conveyed all its Railroad property and appurtenances in the State of Mississippi; which mortgage is known as its first mortgage, and is still outstanding with certain of the Bonds secured thereby. And whereas, afterwards, on or about the first day of November, 1865, the said Mississippi Central Railroad Company, executed a second mortgage to Jacob S. Rogers, M. P. Madison and William L. Sharkey to secure the payment of an additional issue of its corporate Bonds, to an amount not to exceed two millions of dollars, which said second mortgage is still outstanding, with certain of the Bonds secured thereby; And whereas, the said New Orleans, Jackson and Great Northern Railroad Company, hereinbefore mentioned, made and executed a certain other mortgage or deed of trust, known and designated as a consolidated mortgage, upon its entire Railroad and property, under which certain Bonds were issued; and the said Railroad Company having made default in the payment of interest on its said last-mentioned Bonds, thereby the principal thereof, by virtue of the terms and conditions of said Bonds and of the said mortgage securing the same, having become absolute and due and payable, such proceedings were had for the foreclosure of said mortgage, that the railroad property, rights and franchises of the said New Orleans, Jackson and Great Northern Railroad Company were sold, under and by virtue of the power in said mortgage or deed of trust contained, and of a decree in that behalf rendered by the Circuit Court of the United States for the District of Louisiana, and purchased by and on behalf of certain holders of the Bonds of said Company, issued under said consolidated mortgage, pursuant to a purchasing agreement dated the thirteenth day of March, 1874. And whereas, afterwards, the said bondholders and purchasers, under said agreement and by virtue of statutes of the States of Mississippi and Louisiana, did organize and incorporate themselves by the corporate name and title of the New Orleans, Jackson and Northern Railroad Company, and said last named Company received a deed and transfer of said Railroad, and became the owner under and according to the statutes aforesaid, of all the rights, franchises, railroad, rights of way, superstructure and other property which has been of the New Orleans, Jackson and Great Northern Railroad Company, with all privileges and immunities appertaining to the property of franchises so sold and purchased, and all powers and franchises in as full and complete manner as the said New Orleans, Jackson and Great Northern Railroad Company had been granted a charter of incorporation in the very words of the act or acts under which the New Orleans, Jackson and Great Northern Railroad Company existed, owned and operated its said railroad, and held and exercised its rights, privileges and franchises; And whereas, also, the said Mississippi Central Railroad Company, hereinbefore mentioned, for the purpose of completing and extending its railroad to the Ohio River, made and executed a certain consolidated mortgage or deed of trust on or about the first day of May, one thousand eight hundred and seventy two, under which consolidated mortgage or deed of trust, certain bonds or obligations of the said Mississippi Central Railroad Company were issued; And whereas, the said Mississippi Central Railroad Company afterwards failed and made default in the payment of its coupons for interest upon said consolidated mortgage bonds; and thereafter, according to the provisions of said bonds, and of said mortgage or deed of trust securing the same, such proceedings

were had: That under and in virtue of the power created and conferred in the said mortgage or deed of trust and in pursuance of decrees rendered in the said Circuit Courts of the United States in the Districts of Tennessee, Mississippi and Kentucky, all the property described in said decrees, and in the deed of trust aforesaid, being the railroad of the said Mississippi Central Railroad Company, extending from Pantow in the State of Mississippi, through the States of Mississippi, Tennessee and Kentucky, to a point on the Ohio River opposite Cairo, with all rights and appurtenances thereto belonging, and all the franchises, rights and privileges of the said corporation, were sold by the trustees in said mortgage or deed of trust mentioned, under the direction of a Master appointed by the said Court, and purchased by certain holders of the bonds issued under the said mortgage, pursuant to the purchasing agreement of the thirtieth day of March 1857, hereinbefore mentioned; And whereas, afterwards the said bondholders and purchasers, in pursuance of said agreement and by virtue of acts of the Legislatures of the States of Mississippi, Tennessee and Kentucky, organized and became incorporated for the purpose of holding, owning and operating the said Railroad, under the name, title and designation of the Central Mississippi Railroad Company, and by virtue of the said acts of the Legislatures aforesaid, and of deeds and conveyances, became, and were invested with the absolute title to said Railroad and property, real and personal, and the same right to operate the said Railroad in the said States as the Mississippi Central Railroad Company had, and with all rights, privileges and immunities appertaining to the property and franchises so sold and purchased, and granted and conveyed to them, as fully and completely as the said Mississippi Central Railroad Company was, or had been, and with all the rights, privileges, immunities and franchises held by the said Mississippi Central Railroad Company, by or under any acts of the Legislatures of the States aforesaid, as fully and perfectly as if the said Central Mississippi Railroad Company had been granted a charter of incorporation in the very words of the acts under which the Mississippi Central Railroad Company had existed and claimed and exercised such powers and privileges; And whereas, for the better and more convenient operation of the said Railroads, and the protection of the parties interested therein, and in the bonds secured by said prior mortgages thereon, and in order to form one continuous line of Railway from the City of New Orleans aforesaid, to the Ohio River opposite the terminus of the Illinois Central Railroad at Cairo, under a single control and ownership, it was determined and agreed to consolidate and unite the said two Railroad Companies known by the New Orleans, Jackson and Northern Railroad Company, and the Central Mississippi Railroad Company, which had so as aforesaid become the owners of the said two Railroads, together constituting such continuous line from the City of New Orleans to the Ohio River; And whereas, an agreement for such consolidation, dated the seventh day of November A. D. 1857, has been duly executed by the said two corporations, and ratified and assented to by the stockholders thereof, and has become valid, final and effectual in all the States in which the same is authorized and permitted by the statutes thereof, and is intended to be perfected, ratified and confirmed in all the States through which the said Railroad passes, in order that the said two corporations may become finally and effectually consolidated in the corporation known as the Chicago, St. Louis and New Orleans Railroad Company,

The party hereto of the first part; And whereas, by virtue of such agreement of consolidation,  
 The corporation party of the first part to the presents, and known as the Chicago, St.  
 Louis and New Orleans Railroad Company, a corporation formed by the union and  
 consolidation of the parties of the second and third parts hereto, is intended to own  
 and operate the Railroad so as aforesaid extending from the City of New Orleans,  
 to the Ohio river opposite Cairo, with all branches and extensions thereof, made  
 or to be made, and with all the appurtenances, franchises and rights of way ap-  
 pertaining thereto, which were of the said two corporations so consolidating, or  
 which heretofore belonged to the corporations hereinbefore mentioned, known as  
 the New Orleans, Jackson and Great Northern Railroad and the Mississippi  
 Central Railroad Companies; And whereas, the said Chicago, St. Louis and New  
 Orleans Railroad Company, on or about the eighth day of November, 1874,  
 made and executed a mortgage or deed of trust to Adolph Schreiber, James  
 Pentress and Lewis V. F. Randolph, to secure Bonds to be issued by said Com-  
 pany, to the amount of fifteen millions of dollars, including the Bonds hereinbefore  
 mentioned, which are substituted for the Bonds of the State of Tennessee, and also  
 Bonds which are reserved and intended to be issued to pay or provide for the  
 Bonds issued, under the several prior mortgages upon the said several railroads  
 hereinbefore referred to, in which said last mentioned mortgage the said  
 parties of the second and third parts united for more complete assurance,  
 which said mortgage is intended finally to become and be the first, and  
 this indenture the second mortgage upon the Railroad property and fran-  
 chises of said party of the first part; And whereas, it was stipulated by the  
 agreement among the holders of Bonds issued under the consolidated mortgages  
 of the New Orleans, Jackson and Great Northern Railroad Company, and the Missis-  
 sippi Central Railroad Company, made the thirtieth day of March 1874, for  
 the purchase of said Railroads under the foreclosure of said mortgages, that  
 upon the purchase and reorganization of said Railroads and the consolidation  
 of corporations formed by the purchasers thereof into one corporation, such consoli-  
 dated corporation should issue to every holder of a Bond secured by either the  
 consolidated mortgage of the New Orleans, Jackson and Great Northern Rail-  
 road Company, or of the Mississippi Central Railroad Company, becoming a par-  
 ty to said purchasing agreement, and complying with its terms, a Bond of like amount, of  
 the tenor hereinafter set forth, and secured by a second mortgage upon the Railroad  
 and property of said consolidated corporation, being the party of the first part hereto,  
 embracing all the Railroad and property which was formerly owned by said two first  
 mentioned original corporations, and which passed to the purchasers thereof and the corpo-  
 rations by them formed, being the parties of the second and third parts hereto; And  
 whereas, to carry out and effectuate said plan and agreement, and to represent, pay  
 and satisfy said purchasers for their interest in said purchase, and also to provide the  
 means to complete, and equip, and put in perfect condition, as far as may be, the  
 said Railroad and property now owned and to be operated by said party of the first  
 part, the said Chicago, St. Louis and New Orleans Railroad Company, hath agreed and  
 resolved by its Board of Directors, pursuant to the power and authority conferred  
 by the statutes of the States of Kentucky, Tennessee, Mississippi and Louisiana,  
 and by its articles of consolidation and organization, to issue its Bonds to an amount  
 not exceeding eight millions of dollars, being eight thousand bonds of one thousand  
 dollars each, bearing an interest not exceeding six per cent per annum, payable for  
 the first five years only from and out of the net earnings of said Railroad after  
 all expenses and prior charges are satisfied, according to the tenor of the Bond and in-  
 terest warrants hereinafter recited, of which seven thousand two hundred and seventy



nine (9,249) Bonds shall be issued for, and may be used to take up said Consolidated mortgage Bonds of the New Orleans, Jackson and Great Northern and Mississippi Central Railroad Companies, as aforesaid, and to reimburse the holders thereof becoming purchasers under the agreement aforesaid; and all the remainder of said Bonds, being all of said Bonds not used and required for that purpose, are to be used and applied for the general benefit of said party of the First Part; And whereas, to make the assurance of this mortgage and deed of trust complete, and to remove any question that it will create a perfect lien upon the whole of said line of Railroad, from New Orleans to the Ohio River as aforesaid, and upon all the property, estate, railroad, franchises and interests which were at any time heretofore owned, exercised or operated by the said New Orleans, Jackson and Great Northern Railroad Company, or said Mississippi Central Railroad Company, — subject only to the first and second mortgages of the New Orleans, Jackson and Great Northern Railroad Company, the first and second mortgages of the Mississippi Central Railroad Company, the matured coupon mortgage of the New Orleans, Jackson and Northern Railroad Company, and the first mortgage of the Chicago, St. Louis and New Orleans Railroad Company aforesaid, including the lien of the Bonds substituted for Successor Bonds, the Corporations known as the New Orleans, Jackson and Northern Railroad Company, and the Central Mississippi Railroad Company, parties of the second and third parts hereto, have agreed, and the respective Boards of Directors thereof have authorized and directed, that the said Corporations should execute in the execution of this mortgage or deed of trust, to secure the Bonds to be issued as hereinbefore mentioned: Now this indenture witnessed that the said parties of the first, second and third parts, in consideration of the premises, and for securing payment of the bonds to be made and issued to the amount of eight millions of dollars, in lawful money of the United States, as hereinbefore mentioned, and the interest to accrue thereon, and in consideration of the sum of ten dollars lawful money of the United States, unto them well and truly paid by the parties of the fourth part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, confirmed, assigned, transferred and set over, and by these presents do grant, bargain, sell, release, confirm, assign, transfer and set over unto the said parties of the fourth part, and their lawful successors, in the trust hereby created, all and singular the Railroad aforesaid, with its appurtenances, depots, depot grounds, branches, furniture and equipments, and all and every right, title or interest which said parties of the first, second or third parts, or either of them, had or has, or shall hereafter acquire in or to the same, being the line of Railroad formerly known, in part as the New Orleans, Jackson and Great Northern Railroad, and in part as the Mississippi Central Railroad, and subsequently, by the consolidation of said two Companies, as the New Orleans, St. Louis and Chicago Railroad, and now intended to be owned and operated as one continuous line of railroad, from New Orleans to a point at or near Fillmore upon the Ohio River opposite Cairo, by the said party of the first part, with all its branches, extensions and appurtenances, and with all the real estate now owned by the said party of the first part, or by the said parties of the second and third parts, or either of them, or which may hereafter, for the purposes of said railroad, be owned or acquired by said party of the first part, and all rights of way, rails tracks, workshops, machinery, depots, depot grounds, improvements, tenements and hereditaments, now owned by said parties of the first, second and third parts, or either of them, or hereafter to be acquired by said party of the first part, its successor or assigns, for the

construction, operation and management of the said railroad; together with all rolling stock, locomotives, tenders, cars and equipments, machinery, tools, implements and materials, and all and singular the other personal property of every kind, nature and description, belonging to or hereafter to be acquired by said party of the first part, or the said parties of the second or third parts, now or hereafter in use, or intended for use upon the said railroad, or in connection with the proper equipment and operation of the same, and also all and singular the corporate rights, powers and privileges and franchises of the said party of the first part, now held and possessed or which may hereafter be acquired for the construction, maintenance and operation of said railroad, or connected with or relating to the same; and all the like corporate powers, rights, privileges and franchises of the said parties of the second and third parts, or either of them, so held and possessed, or which may be acquired by them or either of them, with all rights, privileges and appurtenances whatsoever, affecting any of the hereby granted and mentioned premises and estates, or thereunto belonging, and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, or of the said parties of the second and third parts, either at law or in equity, of, in and to the same and every part and parcel thereof; subject, however, to the several mortgages and incumbrances upon the said premises, or certain portions thereof, hereinbefore specified and enumerated, and to the lien of the same and of each of said mortgages - that is to say, to the lien of the Bonds substituted for the Bonds of the State of Tennessee upon that part of the said Railroad and property in that State; to the first and second mortgages of the former New Orleans, Jackson and Great Northern Railroad Company, and the matured coupon mortgage of the New Orleans, Jackson and Northern Railroad Company; and to the first and second mortgages of the Mississippi Central Railroad Company, upon so much of said Railroad and property, as was mortgaged by said corporations respectively, and to the first mortgage made the eighth day of November, 1877, by said party of the first part, and united in by said parties of the second and third parts; to have and to hold the same, with the appurtenances, subject as aforesaid, unto the said parties of the fourth part, their successors and assigns, in trust for the use, benefit and security of the several persons and their successors, administrators, executors or assigns, who shall hereafter become the owners and holders of any of the bonds to the amount of eight millions (\$8,000,000) dollars intended to be hereby secured, subject, however, to the right of the party of the first part, its successors and assigns, to retain the free and uncontrolled use, enjoyment, possession and management of the premises hereby granted, or intended so to be, until by reason of default by said party of the first part, in keeping and performing the covenants and agreements in this indenture contained, or any of them, the said parties of the fourth part are, as hereinafter provided, authorized to enter upon and take possession of, or sell the said premises as hereinafter set forth; And it is hereby expressly covenanted and agreed by and between the parties hereto, covenanting and agreeing for themselves and their successors and assigns, and for all parties who shall become interested as holders or owners of the bonds intended to be secured hereby, in manner following, that is to say; First - That this mortgage is made to secure, and there shall be issued thereunder Bonds of the party of the first part to the amount of eight million of dollars, being eight thousand Bonds of one thousand dollars each, dated the first day of December 1877, payable thirty years after date, with interest warrants, payable semi-annually on the first days of June and December thereto attached, for interest at a rate not exceeding six percent per annum of which the first ten warrants shall be payable from and out of the net income of the said Railroad during the six months, between January and July,

on July and January next preceding said interest days, after satisfying the expenses of operating and maintaining the said Railroad, and all taxes and assessments, and interest on all prior liens and incumbrances, and not otherwise; and the warrants maturing after the termination of such five years shall be due and payable absolutely - which said Bonds and interest warrants hereto attached shall be of the tenor and effect following - That is to say: Total Issue Eight Millions of Dollars.

United States of America.

No. 11111  
 States of Louisiana, Mississippi, Tennessee and Kentucky.  
 Chicago, St. Louis and New Orleans Railroad Company, Second Mortgage Bond.  
 The Chicago, St. Louis and New Orleans Railroad Company, acknowledges itself indebted to the bearer in the sum of one thousand dollars, which it promises to pay in lawful money of the United States, on the first day of December, in the year one thousand nine hundred and seven, at its office in the City of New York; and the said Company promises to pay interest thereon semi-annually, at said office, upon presentation and surrender of the warrants hereto annexed, on the first days of June and December in each year according to the terms and conditions of the said warrants: That is to say, on the first days of each June and December, from the date of this Bond, to and including the first day of December, one thousand eight hundred and eighty two, said Company will pay six months' interest on said Bond at the rate of six per cent per annum, provided that the net earnings of the Railroad of said Company for the half year included between the months of January and June both inclusive, or July and December both inclusive, then next preceding, after satisfying the expenses of operating and maintaining the same, with all taxes and assessments, and the interest on all liens, charges or incumbrances prior to the mortgage securing this Bond, shall suffice to pay such rate of interest on all the Bonds issued under said mortgage; or such interest, less than such rate of six per cent per annum, as such net earnings during such periods shall be sufficient to pay upon all said Bonds, each of the same being entitled to a ratable share thereof, and provided that the interest warrant of that date and also all such warrants which shall have previously matured be presented and surrendered as aforesaid. And it is hereby covenanted and agreed between the said Company and the present and future holder of this Bond and interest warrants, that the words "net earnings" in the first ten warrants hereto annexed, signify the amount remaining of the income of said Railroad during each such period after satisfying and discharging all the expenses and charges aforesaid, and that the Board of Directors shall determine the amount of such net earnings in each half year. And from and after the first day of December, one thousand eight hundred and eighty two, the said Chicago, St. Louis and New Orleans Railroad Company, will pay interest on the said one thousand dollars so long as said principal remains unpaid, semi-annually, on the first days of June and December in each year, at the rate of six per cent per annum, at its office in the City of New York, in lawful money of the United States upon presentation and surrender of the interest warrants thereon payable and hereto annexed. This Bond is one of eight thousand Bonds of similar amount, tenor and date, referred to in a mortgage made by the said Chicago, St. Louis and New Orleans Railroad Company, and united with the New Orleans, Jackson and Northern Railroad Company, and the Central Mississippi Railroad Company to W. K. Ackerman and Augustus Fisk, Trustees

dated the first day of December, one thousand eight hundred and seventy seven, to secure the payment of such Bonds; and when the certificate hereon addressed is subscribed by the said Trustees, it will be secured thereby.

In witness whereof, the said Chicago, St. Louis and New Orleans Railroad Company has caused its common seal, and the signatures of its President and Secretary to be hereunto affixed the first day of December one thousand eight hundred and seventy seven.

Seal of the Chicago, St. Louis and New Orleans Railroad Company

W. K. Oxbow President  
Stuyvesant Fish Secretary

Trustees' Certificate

This within is one of eight thousand Bonds of one thousand dollars each, secured by a mortgage made by the Chicago, St. Louis & New Orleans Railroad Company, and the New Orleans Jackson & Northern Railroad Company, and the Central Mississippi Railroad Company, to the undersigned as Trustees, dated the first day of December, one thousand eight hundred and seventy seven, and has been duly issued in pursuance of the Trust created, and conditions contained in said Mortgage.

Dated, December 1<sup>st</sup>, 1877.

W. K. Ackerman } Trustees  
Stuyvesant Fish }

Net Earnings Interest Warrant No 1

\$ 30. The Chicago St. Louis and New Orleans Railroad Company will pay to the bearer on the first day of June 1883. on presentation and surrender hereof at its office in the City of New York, thirty dollars, or so much thereof as its net earnings for the six months ending December 31 1877, according to the tenor of Bond No. — issued under its second mortgage, will pay on each Bond secured thereby.

(So to No 10)

R. D. Charles  
Treasurer

Interest Warrant No 11.

\$ 30. The Chicago St. Louis and New Orleans Railroad Company will pay to the bearer on the first day of June 1883. on presentation and surrender hereof at its office in the City of New York, thirty dollars, being six months interest on its second mortgage Bond No. — issued under its second mortgage, (So to No 60) and shall be paid by R. D. Charles Treasurer.

Second. - That the said party of the first part, its successors and assigns will punctually pay the holders of the Bonds aforesaid intended to be secured hereby or any that may be issued in lieu or renewal or substitution of the same respectively, the interest thereon semi-annually as the same shall become due and payable according to the terms of the said Bonds and warrants attached thereto, and also on the day and at the place mentioned in said bonds, and whenever the principal sum of the same, or any of them, shall, according to the provisions thereof become due and payable will fully and entirely pay off and satisfy the whole of said Bonds principal and interest. Third - That of the said Bonds so to be issued under and secured by this mortgage so many thereof as include the Bonds numbered from number one to number seven thousand two hundred and seventy nine inclusive, shall be set apart for and paid, issued and delivered to the parties heretofore holders of the Bonds secured by the Consolidated mortgages of the New Orleans Jackson and Great Northern

and Mississippi Central Railroad Companies, respectively, who became parties to a certain purchasing agreement made on the thirteenth day of March, 1877, and who shall have complied with and performed the terms of said agreement, or shall so perform the same, according to the agreement of consolidation made the seventh day of November 1877, between the New Orleans, Jackson and Northern Railroad Company and the Central Mississippi Railroad Company, so that every holder of a Bond secured by either of said Mortgages, or a Debenture Certificate of either of the last mentioned Companies, shall be entitled to exchange such Bond or Debenture Certificate for Bonds to be issued under and secured hereby, dollar for dollar, at the face thereof, whether such exchange be made forthwith or from time to time hereafter, as provided by the said agreements of purchase of the thirteenth day of November 1877, and the residue of said Bonds numbered from number Seven thousand two hundred and eighty to number eight thousand inclusive, shall be used for the construction, completion and improvement of the line of Railroad of the party of the first part, and its equipment, and for the payment of its debts and liabilities, and the general purposes of said Corporation. Fourth. - That if the party of the first part, its successors or assigns, shall at any time after the expiration of five years from date hereof, refuse, neglect or omit for any period exceeding three months after demand made to pay the semi-annual interest on the Bonds secured hereby or any of them, or any interest warrant issued for the payment thereof, or shall after demand made, make default or neglect for any period exceeding three months after their maturity, to pay the principal of the said Bonds intended to be hereby secured or of any of them, then and in the case first mentioned of default in the payment of interest hereinabove stated, and upon demand of the holder of said Bonds to the amount of One Million of dollars the whole principal sum of said Bonds shall forthwith become due and payable anything in the said Bonds or in their presents to the contrary notwithstanding, and in such case or in the case of default in the payment of principal of any of the said Bonds for three months after maturity of the same the said trustee or trustees for the time being, upon the written request of the holder of one million of dollars in amount of the said Bonds then outstanding, shall enter upon and take possession of the Railroad, estates real and personal, and premises hereby mortgaged or agreed or intended so to be, and operate, use, manage and control the said Railroad and premises to the best advantage, and appropriate the net income and proceeds thereof after defraying the expenses of operating and managing said Railroad and the interest on all prior incumbrances, with all taxes and assessments, and the expenses of this trust, and any sum which may be necessary to indemnify said Trustee or Trustees for any liability, loss or expenditure for or on account of any matter or thing done by him or them in good faith in pursuance of his or their duty as such trustee to the payment in full without preference, first of the interest, secondly of the

principal of all the aforesaid Bonds then outstanding, if the said  
 income and proceeds be sufficient, but if not then pro rata sub-  
 ject always to the prior rights, lien and preference of the holders  
 of Bonds issued and holding priority to the Bonds issued under  
 this mortgage, and the said trustee or trustees, shall also in case  
 of such default after or without entering upon and taking such  
 possession upon the written request of holders of a like amount  
 of said Bonds then outstanding, proceed to sell the said Railroad  
 estate real and personal corporate rights and franchises and all  
 the premises hereby mortgaged, or agreed, or intended so to be, to the  
 highest bidder at public sale in the City of New York first giving  
 at least three month notice of such intended sale by publication  
 to be made twice in each week in at least two daily newspapers  
 published in the City of New York and in one daily newspaper  
 published in the City of New Orleans, and in one newspaper publish-  
 ed in each of the said States of Mississippi, Tennessee and Kentucky,  
 and shall convey the same to such purchaser or purchasers free  
 from all and every the trusts hereby created, and without liability  
 to see to the application of the purchase money thereof. And the said  
 parties of the fourth part, their survivors, or survivor, successor or succe-  
 ssors in the trust for the time being shall execute and deliver to the pur-  
 chaser or purchasers a deed of the premises, which shall convey to  
 him or them a full valid, and indefeasible title to the said Rail-  
 road franchises and rights, and all the estate real and personal prop-  
 erty movable and immovable herein described, and hereby mortgaged  
 and conveyed or intended so to be, which shall be a perpetual bar  
 to any claim or demand thereto or to any part thereof, by the said par-  
 ties of the first, second or third part, or their successors, or any person  
 claiming, or to claim, under them or either of them, or the said parties  
 of the fourth part their survivors, successor or assigns, may in their  
 discretion in case of any default in any of the covenants or conditions  
 herein, foreclose the equity of redemption of the said parties of the  
 first, second and third parts, and of all other persons having any  
 legal or equitable rights or claims in or to the mortgaged premises, or  
 any part or parcel thereof, by any proceedings in law or in equity pro-  
 vided for by the respective States in which portions of the said Rail-  
 road are built, and in the Courts of such States, or in the proper Courts  
 of the United States of America, having jurisdiction thereof, and in  
 case of such sale by virtue of any judgment or decree or of the power  
 and Authority hereby conferred the said parties of the first, second and  
 third parts for themselves, their successors or assigns, covenant, promise  
 and agree to and with the said parties of the fourth part their survi-  
 vor, or survivors, successor or successors, and assigns, and their grantee  
 under any such conveyance that they will never claim any right title  
 interest or equity in or to any portion of the mortgaged premises in  
 bar, opposition or impeachment of the title passed thereby, And the said  
 parties of the fourth part in case of the sale by them of said premises  
 under and by virtue of the power hereby granted and created, or of any  
 decree for that purpose shall and will appropriate the purchase money  
 thereof, after all due deductions made for the expenses of the trust and  
 of such sale and for indemnity to the trustee as aforesaid, first to the

interest due on and secondly, to the principal of the said outstanding Bonds, in full, if said purchase money be sufficient but if not then pro rata and without preference. Provided however that if the said party of the first part, its successors, or assigns in case of any such default in the payment of such interest, shall at any time before a sale has been actually made either under the power of sale herein contained or under the decree of any Court or courts pay or tender to said parties of the fourth part, or their successors or to the parties entitled thereto, the amount of interest so in arrear with interest thereon from the time of default and all Costs Counsel fees, Commissions and expenses incurred in the proceedings for such sale or in taking possession of and operating said Railroad by said parties of the fourth part, any such default and forfeiture shall be opened, and the said party of the first part, its successors or assigns shall resume possession of said Railroad and premises, and all parties hereto shall be restored to their first rights, the said default and consequent proceedings notwithstanding, and as if the same had not occurred. In the event of there being or remaining in the hands of the said trustees at any time after any such sale or after taking possession of said Railroad, any portion of the trust Estate or of the proceeds thereof, after payment in full of the amount due for principal and interest on the aforesaid Bonds, the said trustees shall convey or pay over the same to the party of the first part, its successors or assigns.

Fifth. — That whenever, and as often as the said party of the first part, or its successors, shall acquire any franchises, lands, equipment, or other property, or interest of any nature or nature, for the use of, or in connection with its Railroad, or for the purpose of its incorporation, the said Company, its successors or assigns, shall and will acquire, possess and hold the same, and every part and parcel thereof upon and subject to the lien and trusts of this Indenture, and in case the said party of the first part, its successors or assigns shall hereafter receive or acquire lands or other property, and the said parties of the fourth part, their successors or successors, in behalf of the holder of Bonds issued under this Indenture, shall request the same, the said party of the first part, and its successors will from time to time execute and deliver any and every such other mortgage or deed of trust or further assurance covering the land or property so received or acquired, which shall be necessary to hold and bind the same subject to the trust and lien created by this Indenture, and as security for the payment of the principal and interest of the Bonds secured hereby.

Sixth. — That it shall and may be lawful for the said party of the first part, its successors or assigns at any time or times hereafter, to exchange for other property or sell any part of the premises mortgaged hereby except the said Railroad, which may not be necessary for the uses and purposes of such Railroad, and to convey the same provided the said parties of the fourth part, or their successor or successors shall consent to such sale or exchange, and the parties of the fourth part, or their successors may, on the request of the

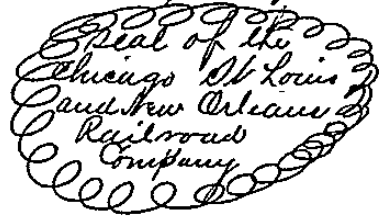
party of the first part, its successors or assigns, execute all necessary releases for that purpose. the party of the first part, covenants that the proceeds of any sale so made shall be invested by it either in the improvement of the remaining part of the mortgaged premises or in the purchase of other property, real or personal, for the use of its Railroad, which property so purchased, as also any acquired in exchange as aforesaid shall be subject to all the trusts hereby created of the property described in this Indenture or in the purchase of Bonds issued hereunder, which Bonds so purchased shall be forthwith cancelled and delivered to the parties of the fourth part or their successors, and the said parties of the fourth part and their successors may also in their discretion, on the request of the party of the first part, consent to any change in the location of the track of said Railroad, or the depots and buildings or structures thereof as may seem expedient and are authorized to make and deliver all instruments necessary and proper to effect such objects. And the party of the first part expressly covenants and agrees that whenever it or its successors or assigns shall acquire any lands, property, equipments or franchises of any nature or description for use in connection with said Railroad by any such change in the location of the tracks depots or buildings thereof, or otherwise they will hold the same upon and subject to the trusts of this instrument, and the party of the first part and its successors or assigns shall and will whenever so requested, execute and deliver further covenances and assurances for the better assuring to the parties of the fourth part, and their successors upon the trusts herein expressed, any such property to which the said party of the first part may become entitled by any purchase or exchange, or alteration in the location of the track depots or buildings of said Railroad as aforesaid. Seventh that in case of the death, resignation, removal from the United States, or inability to serve of either of said parties of the fourth part herein before named as the trustees under this Indenture or of any of their successors in said trust, the franchise rights and property of every description herein conveyed to them, shall at once vest in the survivor and such survivor may, with the assent of the party of the first part designate a person to succeed such person dying or resigning or unable to act as one of the trustees aforesaid, and upon the person so designated delivering to such survivor and to the said party of the first part, or its successors, a written acceptance of the trust he shall become the successor of the person so dying resigning removing or becoming unable to act with all the rights and powers herein and hereby vested in the said parties of the fourth part. And in case both the parties of the fourth part, or their successors or trustees of said trust shall die resign remove or become unable to act as aforesaid, so that there shall be no trustees to discharge the trusts and duties created by this instrument or if any survivor, and the party of the first part shall not agree in the choice of a person to succeed to and fill any such vacancy, persons to succeed thereto or to fill such trustee ships or any of them, may be appointed by the Chief Justice of the Supreme Court of the State of Louisiana on the application of the party of the first part, or of any such surviving trustee, or of holders of at least



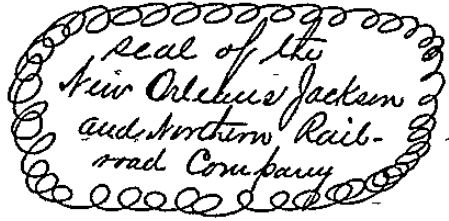
one hundred Bonds issued hereunder as aforesaid provided that notice of the application be previously published in at least three daily papers in the City of New York, and in one newspaper published in each of the States of Louisiana Mississippi Tennessee and Kentucky for four successive weeks once in each week. And the said party of the first part its successors and assigns further covenants and agrees to pay to each of the said parties of the fourth part or their successors for their services under this trust and in the discharge of their duties the sum of Four thousand dollars of the Bonds secured by this mortgage together with any necessary expenses actually and properly incurred for Clerk hire and legal advice. And it is further covenanted and agreed and this trust is accepted upon the express condition that the said trustees parties of the fourth part shall not nor shall their successors incur any liability or responsibility whatever in consequence of permitting or suffering the said party of the first part to retain or be in possession of the Railroad property and premises hereby mortgaged or any part thereof nor for any destruction loss or damage which may be done to or incurred by the Railroad or estates hereby mortgaged either by the act or default of such party of the first part or its agents or servants or of any other person or persons whomsoever nor for the consequences of any breach on the part of the party of the first part or the parties of the second or third parts of any covenants herein contained or of any act of the party of the first part its agents or servants or of the parties of the second and third parts nor for any other matter or thing except for their or his own willful or negligent breach of the trusts herein expressed and contained. Eighth. And it is expressly covenanted and agreed by and between the parties aforesaid that all and singular the covenants conditions and agreements herein contained shall extend and apply to the successors and assigns of the respective parties whether they be expressly named therein or not. And it is hereby expressly provided and this Indenture is made upon condition that if the said Chicago St. Louis and New Orleans Railroad Company its successors or assigns shall well and truly pay or cause to be paid all the interest without deduction for any taxes or assessments which shall from time to time become due and payable upon the Bonds as hereinbefore stipulated and shall pay the said principal of said Bonds at maturity according to the tenor and intent thereof and shall keep and perform all and every the covenants herein contained on the part of the said Company then and in that case this Indenture shall be and become null and void and the estate hereby granted or agreed so to be shall be void and of no effect anything herein contained to the contrary notwithstanding otherwise this Indenture and the estate hereby granted and conveyed shall be and remain in full force.

In Witness whereof the said Chicago St. Louis and New Orleans Railroad Company hath caused its Common seal and the signature

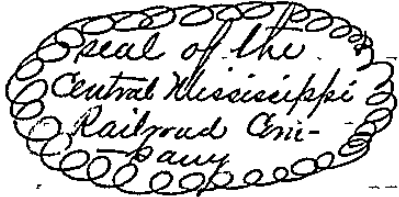
tures of its President and Secretary to be hereto affixed, and the said New Orleans Jackson and Northern Railroad Company hath also caused its Common seal and the signatures of its President and Secretary to be hereto affixed, and the said Central Mississippi Railroad Company hath also caused its common seal and the signatures of its President and Secretary to be hereto affixed, and the said W. K. Ackerman and Stuyvesant Fish, Trustees, have hereto set their hands and seals, all of which is done the first day of April in the year of our Lord one thousand eight hundred and seventy eight.



The Chicago St. Louis & New Orleans  
Railroad Company by  
W. H. Osborn  
President  
Stuyvesant Fish  
Secretary



The New Orleans Jackson & Northern  
Railroad Company by  
W. H. Osborn  
President  
Stuyvesant Fish  
Secretary



The Central Mississippi  
Railroad Company by  
W. H. Osborn  
President  
Stuyvesant Fish  
Secretary



W. K. Ackerman } Trustees  
Stuyvesant Fish }  
John Dunn  
Wm. J. Maurice

Witnesses to the signature of W. K. Ackerman as Trustee

Signed sealed and delivered by the said W. H. Osborn and Stuyvesant Fish in their said respective capacities, and by said Stuyvesant Fish as trustee in our presence.

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

Be it remembered that on this first day of April in the year one thousand eight hundred and seventy eight before me Charles Nettleton a Commissioner for the State of Louisiana resident of 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 and proof of deeds or other conveyances 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 acknowledgments and proofs of deeds and other conveyances to be used or recorded in said State, and also a

Commissioners of the State of Tennessee resident in 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 acknowledgment and proofs of deeds or other conveyances to be used or recorded in said State of Tennessee and also a Commissioner for the State of Kentucky resident in said City of New York duly commissioned and qualified by the Executive authority and under the laws of the State of Kentucky, to take the acknowledgment and proof of deeds or other conveyances to be used or recorded in said State, Case No. Osborn and Stuyvesant Fish, with each of whom I am personally acquainted and also 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 Chicago St. Louis and New Orleans Rail Road Company, the party of the first part, in said instrument, and also known to me to be respectively the President and Secretary of the New Orleans Jackson and Northern Rail Road Company the party of the second part, in said instrument, and also known to me to be respectively the President and Secretary of the Central Mississippi Rail Road Company the party of third part, 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 Chicago St. Louis and New Orleans Rail Road 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 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 W. H. Osborn and Stuyvesant 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 that Company, for the uses and purposes therein expressed on the day and in the year mentioned, the said W. H. Osborn and Stuyvesant Fish did further depose and say that they were respectively the President and Secretary of the said New Orleans, Jackson and 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 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 W. H. Osborn and Stuyvesant 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, the said W. H. Osborn and Stuyvesant Fish did further depose and say, that they were respectively the President and Secretary of the

said Central Mississippi Railroad Company, that they knew the Corporate seal of 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 W. W. Osborn and Sturgeon 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 hereto set my hand and have also hereto 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 and for New York

*Read*

Charles Nettleton  
Commissioner for Mississippi  
in and for New York

*Read*

Charles Nettleton  
Commissioner for Tennessee  
in and for New York

*Read*

Charles Nettleton  
Commissioner for Kentucky  
in and for New York

*Read*

Carroll Nichols  
Po of Deed of Trust  
W. W. Blakeman Trustee  
A secure Mr. Law

Filed for Record May 8<sup>th</sup> AD 1878 at 2.45 PM.  
Recorded May 24<sup>th</sup> AD 1878.

This Indenture, made and entered into this 14<sup>th</sup> day of March AD 1878, by and between Carroll Nichols of County of Madison, State of Mississippi party of the first part, and Henry W. Blakeman of same County and State, party of the second part, and William Law of same County & State, party of the third part Witnesses: That said party of the first part, is justly indebted to the party of the third part in the sum of Two hundred and forty five <sup>23</sup>/<sub>100</sub> Dollars evidenced by promissory note given for the same bearing interest at ten per cent per annum from first Nov 1877, & due 15<sup>th</sup> Oct 1878, and also for note given for Two hundred & fifty eight dollars & eleven cents due 15<sup>th</sup> Oct 1878, without interest till maturity, and that whereas, the said party of the third part have undertaken and promised to supply the said party of the first part, goods wares and merchandise during the year 1878, to the amount of fifty Dollars from this date until the 15<sup>th</sup> day of October AD 1878 the said money goods wares and merchandise being for plantation supplies and necessaries and wearing apparel, and that whereas the said

As witness in favor this the 14<sup>th</sup> day of May  
A.D. 1890

W. W. Blakeman

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, and the advances and supplies on or  
 before the 15<sup>th</sup> day of October A.D. 1878. Now therefore in consider-  
 ation 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, ad-  
 ministrators and assigns the following described Real and Personal  
 Estate lying and being in the County of Madison in the State of Mis-  
 sissippi to wit: the N<sup>th</sup> half of S<sup>th</sup> 1/4 of S<sup>th</sup> 14 in Township 10. Range 36  
 containing eighty acres more or less. one brown horse, one bay horse  
 one two horse wagon, one set black smith tools two cows & calves,  
 hogs and all the crops of Cotton Cotton seed, seed, Corn fodder po-  
 tatoes and other agricultural products raised by party of first part,  
 or his family, or his employees during the year 1878. on the a-  
 fore mentioned tract of land also upon all farming implements  
 now owned or acquired hereafter. To have and to hold the same  
 unto the said party of the second part. his heirs, executors, adminis-  
 trators and assigns, and the successor of him forever, in trust never-  
 theless upon these terms and conditions, that is to say, that the  
 said party of the first part. shall have in Canton Miss by the 15<sup>th</sup>  
 day of October A.D. 1878. 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 his merchant in Canton Miss. 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 Carrol Nichols is to pay said Mrs. Law. 2 1/2 per cent  
 of the whole of said indebtedness which is agreed on as liquid-  
 ated damages in cases of the non performance of the allega-  
 tion 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 am-  
 ount of said indebtedness goods wares and merchandise on or  
 before the maturity thereof and all interest which shall ac-  
 crue 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 Briceville at public auc-  
 tion to the highest bidder for cash after giving five days no-  
 tice of the time and place of said sale by advertising in  
 some newspaper published in said County or by posting ad-  
 vertisements 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 suc-  
 cessor of him shall first pay the cost and charges of this  
 Deed and of said sale and then pay to the said party

of the third part, and his assigns, the amount of said indebtedness, goods wares and merchandises and all interest due thereon, and if there shall remain any surplus of the proceeds of 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 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 hereto 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 Henry W. Blakeman trustee aforesaid.

In testimony whereof the said party of the first part hereto set his hand and seal on the day and year first above written

Carrol<sup>th</sup> Nichols   
 near

State of Mississippi

Madison County } Personally appeared before the undersigned  
 Justice of the Peace of the said County  
 the within named Carrol Nichols 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 seal at office this 15<sup>th</sup>  
 day of March 1878.

E. L. Hargon J. P. 

Thomas Stuart  
 vs Deed  
 Fanny G. Jones

Filed for Record May 11<sup>th</sup> AD 1878 at 9 a.m.  
 Recorded May 24<sup>th</sup> AD 1878.

This Indenture executed this eighth day of May 1878, by and between Thomas Stuart party of first part, and Fanny G. Jones party of the second part, all of Madison County State of Mississippi. Witnesseth, that the said party of first part, for and in consideration of the sum of Seventy five Hundred Dollars to him in hands paid by said party of the second part, the receipt whereof is hereby acknowledged and for the further consideration that the said Stuart is hereby released and discharged from any debt or charge, that he has assumed or become liable to pay on the property herein after described, has granted bargained sold and conveyed and by these presents does grant bargain sell alien and convey unto the said party of the second part and to her heirs and assigns forever that certain parcel or tract of land situated in Canton Madison County and State of Mississippi known and described as follows a certain lot of ground in City of Canton, on the East side of the Public Square and known as the North half of the North half of Lot number four, in square number eight north of and adjoining a lot of C. Clay Nelson and (25) twenty five

feet front on Liberty street and Two Hundred (200) feet deep and better known at this writing as the Store house and lot occupied by Fanny G. Jones as a Millinery Store between the Stores occupied by N. C. Orrick on the North and Spauldell & Maxwell on the South together with all tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the said granted premises with the appurtenances with the appurtenances unto the said party of the second part her heirs and assigns forever in fee simple and the said party of the first part for himself his heirs executors and administrators do hereby Covenant and agree with the said party of the second part her heirs and assigns that the said party of first part shall forever warrant and defend the title to said premises unto the party of the second part her heirs & assigns against the claim of all persons lawfully claim or to claim the same or any part thereof.

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

Thos. Stuart 

State of Mississippi }  
Madison County }

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

Given under my hand and official seal at office in Canton this 11<sup>th</sup> day of May AD 1878.

J. S. Jeffrey Clerk  
By C. H. Lutzweiler D.C.

F. Deliquan et ux } Filed for Record May 13<sup>th</sup> AD 1878. at 9 a.m.  
J. S. Deed } Recorded May 25<sup>th</sup> AD 1878.  
David Fulton }

Know all men by these presents that this indenture made and entered into this the 8<sup>th</sup> day of May AD 1878. by and between F. Deliquan & her husband M. Deliquan of the first part and David Fulton of the second part Witnesseth. That for and in consideration of the sum of Five hundred dollars in cash paid by the said second party to the said first party F. Deliquan and of the making executing and delivery by the said second party of his two several promissory notes payable to the said F. Deliquan or order. one in seven months after date and the other in fourteen months after date each for the sum of Five hundred dollars and each bearing interest from date at the rate of ten per cent per annum and for the secure payment of which the vendors lien is hereby expressly reserved in favor of any bona fide holder for value of said notes upon the property hereinafter described the said first parties do by these presents bargain sell alien and convey unto

the said second party the following described tract or parcel of ground lying and being in the County of Madison and State of Mississippi, and better described as follows viz: Commencing near Canton at the South west Corner of William Stinsons lot. thence running east four hundred feet thence running South one hundred feet. thence running west four hundred feet. thence running North one hundred feet to the beginning. 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 thereto belonging. And the said second party agrees to pay the taxes on said premises and to keep the same insured in some good and solvent insurance Company to an amount equal to the policy of insurance now existing upon the same. which in case of fire shall come to the benefit of the said F. Deliquan to an amount sufficient to pay the two notes above specified and in default of the said Fulton so doing the said F. Deliquan. is empowered to insure the same in her name & the premium for the policy is agreed to be paid by the said Fulton who to secure the same does hereby in that event. give a mortgage upon the above described premises for said amount of premium

In testimony of all which said first & second parties have hereto set their hands & seals on the day and in the year first above written.

Attest D. J. Dowers  
C. M. Wero

Mrs. F. Deliquan  
M. Deliquan  
David Fulton

The State of Louisiana }  
Parish of Orleans }  
City of New Orleans }

This day before me a Commissioner of Deeds of Mississippi appointed & qualified. in and for said Parish and State. personally came M. Deliquan who acknowledged that he signed, sealed & delivered the above and foregoing instrument as his act & deed upon the day & in the year and for the purposes therein set forth. And also on the same day personally came before me F. Deliquan wife of said M. Deliquan who upon a private examination by me made separate and apart from her said husband acknowledged that she signed, sealed and delivered the above and foregoing instrument as her voluntary act & deed & freely without any threats fears or compulsion of her said husband.

In testimony whereof I have hereto set my hand and seal this  
the 18<sup>th</sup> day of May AD 1878.

Andrew Wero Jr.  
Commissioner

Anna M. Ernest  
and John Ernest  
By Deedy  
Louis Lindemann

Filed for Record May 21<sup>st</sup> AD 1878 at 3.20 P.M.  
Recorded May 25<sup>th</sup> AD 1878

This Indenture made this 18<sup>th</sup> day of May AD 1878. between Anna Maria Ernest and John Ernest her husband.



of the first part & Louis Ludemann of the second part, all of the County of Madison, State of Mississippi. Witnesseth, that said Anna Maria Ernest in consideration of the sum of Three hundred and fifty dollars, to her in hand paid by said party of the second part, hath given granted bargain- ed sold & conveyed & by these presents doth give grant bargain- sell & convey to said party of the second part, the following real estate, situate in Canton, in said County, to wit twenty two feet off the West side of lot No two, in square No 2, in Canton aforesaid, that is to say beginning at the South West corner of said lot No two, in square No two, thence run- ning along Centre Street twenty two feet east, thence North two hundred feet thence west twenty two feet, thence two hundred feet to the beginning, to have & to hold said lot of land, unto the said party of the second part, his heirs & assigns for- ever, and said John Ernest hereby joins his said wife in the conveyance of said parcel of ground according to the require- ments of the Statute, & releases & conveys to said party of the second part, all right & interest he may have in said parcel of land either in possession or in expectancy, as tenant by the Courtesy, or otherwise, and said Anna Maria Ernest, hereby covenants for herself, her heirs, executors and administrators, Cov- enants with said party of second part forever to warrant the title to said lot or parcel of land to said party of the second part his heirs & assigns,

In testimony of which said parties of the first part hereto set their hands & seals the day and year first herein writ- ten, the words "and fifty" & word "East" being first interlined.

Anna Ernest  
J. Ernest

State of Mississippi }  
Madison County } Personally appeared before me, C. B. Jeffrey  
Clerk of the Chancery Court, of said County  
the within named John Ernest, and Anna M. Ernest, his wife, who severally acknowledged that they signed, sealed and delivered the foregoing said annexed Deed as their own act and deed. And the said Anna M. Ernest, upon a pri- vate 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 May, A.D. 1878.  
C. B. Jeffrey Clerk