

Gold L. Crook & Wife-Easter Crook)
To/ Deed Trust)
Mrs. W. B. Walker)

Filed for Record Dec. 26th 1904 at 8 A.M.
Recorded January 4th, 1905.

State of Mississippi)
The County of Madison)

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This deed of trust made this 23rd day of December A. D. 1904- Witnesseth:- That whereas Gold L. Crook and his wife, Easter Crook of Madison County, State of Mississippi, parties of the first part are justly and legally indebted to Mrs. W. B. Walker of Aberdeen, State of Mississippi, in the following amounts of money and due on the following dates to wit:-

- \$430.00, on the 23rd day of December 1905.
- \$448.00, on the 23rd day of December 1906.
- \$416.00, on the 23rd day of December 1907.
- \$384.00, on the 23rd day of December 1908.
- \$352.00, on the 23rd day of December 1909.

as is evidenced by the five promissory notes of the said Gold L. Crook and Easter Crook -this day executed by them to the said Mrs. W. B. Walker- for the amounts hereinbefore stated and due on said notes, said notes bearing interest from maturity, at the rate of ten per-centum per annum.

And whereas said parties of the first part have agreed to secure the payment of said indebtedness as aforesaid, evidenced by said five notes aforesaid.

The parties of the first part in consideration of the premises, as well as for ten dollars to them paid by W. A. Gaddis, Trustee, do hereby bargain, sell, assign, set over and convey to said Trustee the following described property situated in the County of Madison in the State of Mississippi, same being land described as follows:- to wit:-

58.82 acres out of South-east Corner East of Creek and South of Cox Ferry and Flora Road inSec. 19. T. 8. R. 2 West
And East half north east quarterSec. 30. T. 8. R. 2 West

and for the same consideration and to further secure the payment of said notes said parties of the first part do hereby bargain, sell, assign set over and convey to said Trustee their entire interest in any and all crops of cotton, corn, and all other agricultural products planted, or to be planted, and raised by them and hands they may employ during the years 1905, 1906, 1907, 1908, 1909, on the land hereinbefore described.

The title to which unto said Trustee, or any successor, we warrant and agree forever to defend. In trust however, that if said parties of the first part shall on the 23rd day of December in the years 1905, 1906, 1907, 1908, 1909 pay what may be due said Mrs. W. B. Walker, on said indebtedness, as aforesaid, and all costs incurred on account of said deed of Trust, then this deed of trust to be void as to the said indebtedness due and paid at that time but if default is made in said payments or any part thereof, under this contract. The Trustee shall take possession of said land and property and crops without notice of any kind and having given Ten days notice of the time, place, and terms of sale by posting written notices at three public places in said Madison County, sell said land and property and crops, or a sufficiency thereof to make said payments for cash at public auction at the Post Office in Flora in Madison County, Mississippi.

Should default be made in the payments of either of said notes, the said Mrs. W. B. Walker or her legal representatives, or assigns, are empowered in their option without notice, to said parties of the first part, to declare all of said notes due and payable whether they are so by their terms, or not, and the trustee can sell as herein provided and said Mrs. W. B. Walker, or her legal representatives, or assigns, can at any time they may desire appoint a trustee in the place of said W. A. Gaddis, Trustee aforesaid, or any succeeding trustee whose actings and doings in the premises, shall be as binding and valid as if done by the said W. A. Gaddis, Trustee aforesaid. And should the trustee at any time believe said property, or any part thereof endangered as a security for said payments, or about to be removed, out of said County, he shall take same into his possession, and hold until said payments are made, or until said property is sold as aforesaid; but until demmed by the trustee for either of the purposes aforesaid, said parties of the first can hold the same. It is further distinctly understood and agreed between the parties aforesaid that should the said trustee take possession of said crop of corn and cotton, or any part thereof, he may proceed to gather, or caused to be gathered any and all of said crops standing in the field, and gin and prepare the cotton, or cause it to be ginned, and prepared for market and thereafter sell it to the best advantage at private, or public sale, as the cause may be, and all expenses of picking, gathering, ginning, bailing and selling shall be a lien upon such corn and cotton and be paid out of the proceeds of the sale there.

Witness our signatures this the 23rd day of Dec. 1904-

Gold L. Crook His X Mark.
Easter Crook Her X Mark.

State
Witness:-

J. E. Lane.

(See Next Page for Acknowledgment.)

State of Mississippi)
Madison County)

Personally appeared before me, J. E. Lane, A Justice of the Peace of the County of Madison, the within named Gold L. Crook, and his wife, Easter Crook, who acknowledged that they signed, and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the 23rd day of December A.D. 1904.

J. E. Lane-

J. P.

Barron C. Daughtery)
To / Deed)
Matt Nicholson)
Ella Nicholson)

Filed for Record January 4th, 1905 at 3 P.M.

Recorded January 4th, 1905.

State of Mississippi)
Madison County)

In consideration of the sum of Five Hundred Dollars, to me paid, I, Barron C. Daughtery, convey and warrant to Mott Nicholson and Ella Nicholson the following described land in Madison County, Mississippi:-

S 1/2 SW 1/4 SW 1/4Sec. 10. T. 8. R. 2 East
Otherwise described as:-

20 acres off the S end of W 1/2 SW 1/4Sec. 10. T. 8. R. 2 E.

Witness my signature this the 4th day of January 1905.

Barron C. Daughtery.

State of Mississippi)
Madison County)

Personally appeared before the undersigned authority, Barron C. Daughtery, who acknowledged that he executed the foregoing deed for the purposes and considerations therein expressed.

Witness my hand this the 4th day of January 1905.

F. C. McAllister- Clerk.

By E. B. Harrell- D. C.

Mott Nicholson)
Ella Nicholson)
To F.B. Pratt)
-Trustee)
To Secure)
R.M. Caldwell)

Filed for Record January 4th 1905 at 3 P.M.
Recorded January 4th, 1905.

Whereas, We, Mott Nicholson and Ella Nicholson are, indebted to R. H. Caldwell, in the sum of One Hundred and Nineteen Dollars, evidenced by our promissory note of even date herewith due November 1st, 1905, .

Now, therefore, in consideration of the premises and for the purpose of securing the payment of said debts, we, the said Mott Nicholson and Ella Nicholson, hereby convey a and warrant to F. B. Pratt, Trustee, the following described property in Madison County, Mississippi, to wit:-

S 1/2 SW 1/4 SW 1/4Sec. 10. T. 8. R. 2. East
Otherwise described as 20 acres off the S end W 1/2 SW 1/4Sec. 10. T. 8. R. 2 E
together will all the rents profits and issues of said land until this indebtedness is paid.

To have and to hold to him the said F. B. Pratt, his successors and assigns, upon the trusts herein expressed.

If the debts herein provided for shall not be paid when due, said Trustee or his successors, shall upon request of said R. M. Caldwell, or his assigns, take possession of said personal property, and shall sell all the said property herein conveyed to the highest bidder for cash, at public auction, and execute to the purchaser thereof proper deeds of conveyance. Out of the proceeds of such sale, said trustee shall pay the expenses of executing the provisions of this deed, including ten per cent of the said proceeds to said trustee for his services, and shall pay such of the debts herein secured, as may then be unpaid, with all the interest thereon due, and the residue, if any, pay to the grantors herein.

Said sale shall be advertised by written notice thereof posted at the south door of the court-house at Canton, in said County, and at two other public places in said County, for ten days prior to day of sale.

Such sale shall be made at said Court house door, . The grantors herein, hereby covenant with the said R.M. Caldwell that they will keep the taxes paid upon said property; and upon the failure of said grantors to so pay said taxes, the said R. M. Caldwell or his assigns, may pay said taxes, and the amount so paid by the said R. M. Caldwell, or his assigns, for taxes and insurance shall be added to the debts above mentioned, and payment of same shall be secured by this deed. If any of the notes above mentioned, shall not be paid when due, or if the grantors herein shall fail to perform any of the covenants herein, then, and in either of said events, all the debts secured by this deed shall at the option of the said R. M. Caldwell or his assigns, become at once due and payable and payment thereof, by said Trustee in the manner hereinbefore provided. Said R.M. Caldwell or his assigns, may in writing, appoint some other person to act as trustee in the place of the said F. B. Pratt whenever he may deem it necessary or expedient so to do, and such appointee shall become vested with all the powers herein conferred upon said F. B. Pratt.

(See Next Page)-

Antagonist Mrs. Caldwell 1905 - R. M. Caldwell

(Continued from Page 601)

Witness our hands this the 4th day of January 1905:

Mott Nicholson (Seal)
Ella Nicholson (Seal) Her X Mark.

Witnesses:-
Noland M. Reid.

State of Mississippi)
Madison County)

Personally appeared before the undersigned Chancery Clerk, of the said County, the within named Mott Nicholson and Ella Nicholson, 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, this the 4th day of January A.D. 1905
F. C. McAllister Clerk
By E. B. Harrell. - D.C.

W. A. Cheek)
To / Deed)
Claude Gober)

Filed for Record January 3rd, 1905 at 12 M.
Recorded January 4th, 1905.

In consideration of the sum of One thousand Dollars, cash paid me, I, W. A. Cheek, convey and warrant to Claude Gober, the following described land lying, being and situated in the County of Madison and State of Mississippi:- Viz:-
W 1/2 NW 1/4 Sec. 1. T. 9. R. 5 East.
W. A. Cheek.

State of Louisiana)
Parish of DeSoto)

Personally appeared before me, Joseph C. Armstrong, A Notary Public in and for said Parish and State, W. A. Cheek, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and seal this the 27th day of December 1904.
Joseph C. Armstrong. -

Notary Public.

P. J. Stewart)
To / Deed)
C.A. Anderson &)
C.L. Anderson)

Filed for Record January 4th 1905, at 4 P.M.
Recorded January 4th, 1904.

State of Mississippi)
Madison County)

For and in consideration of the sum of \$35.65, cas in hand, paid to me by C. A. and C.L. Anderson, the receipt of which is hereby acknowledged, I convey and warrant to them the folowing land situated in said County and state- to wit:-

A strip of land one fourth of an acre wide off of the North side of the N 1/2 of SE 1/4 and the same off the North side of the NE 1/4 NE 1/4 being estimated to contain 4.75 acres and in Sec. 20. T. 11. R. 3 East-

The above constitutes no part of my homestead and it is not necessary for my wife to sign this deed.

Witness my signature on this the 4th day of January 1905.
P. J. Stewart.

State of Mississippi)
Madison County)

Personally appeared before me, the undersigned Notary Public for the City of Canton, said County and State, P. J. Stewart, who acknowledged that he signed and delivered the foregoing instrument on the day and the date thereof, as his act and deed and for the purposes therein named

Given under my hand and seal this January 4th, A.D. 1904
E. A. Howell

Notary Public

My commission expires 9/26/1905.

Geo. Harvey)
To/ Wty. Deed :-
Francis A. White)

Filed for Record Dec. 12-1904 at 3.30 P.M.
Recorded January 5th, 1904.

In consideration of Forty-two Hundred and Fifty Dollars (\$4250.00) cash paid me, by Francis A. White, the receipt of which I hereby acknowledge, I convey and warrant to said Francis A. White an undivided one-half interest in the land lying, being and situated in Madison County, State of Mississippi, described as follows:-

- The E 1/2 of W 1/2 and the W 1/2 of E 1/2 ofSec. 29
- And 55 acres off of the South end of W 1/2 NW 1/4Sec. 28
- And 50 acres off of the South end of the E 1/2 of SE 1/4 Sec. 20
- All inT. 9. R. 3 East,

And containing 425 acres, more or less.

George Harvey.

State of Mississippi)
Madison County)

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court of said County, the within named George Harvey, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein written.

Given under my hand and seal of office, in said County, this the 3rd, day of December A.D. 1904.

F. C. McAllister- Chancery Clerk.
W. O. Baldwin- Deputy Clerk-

Elmer Pollock)
To/ Deed :-
Mississippi Company)

Filed for Record Dec. 30-1904 at 2 P.M.
Recorded January 5th, 1905.

In consideration of One Hundred and Forty Dollars, cash in hand paid me by the Mississippi Company, the receipt of which is hereby acknowledged, I, Elmer Pollock, do hereby bargain, sell and convey and warrant unto the said Mississippi Company and its assigns, all the trees of whatever description or kind, now standing upon the following described lands, lying and being and situated in the County of Madison, State of Mississippi- to wit:-

- Lots 1-6-7-8-Sec. 1. T. 10. R. 2 E.
- SW 1/4 SW 1/4Sec. 31. T. 11. R. 3 E.

The right of ingress, or egress, to and from said lands is given to said Mississippi Company, and its assigns, to cut and remove said trees for two years from this date, but after said two years all trees of whatever kind, or description, standing upon said lands shall revert to and belong to me.

I hereby sell and transfer to the Mississippi Company only such rights and privileges that I have been granted by Ida V. Sharp and John T. Sharp in Deed from them to me recorded in Book _____ Page _____ in the Chancery Clerk's office for Madison Co., Miss.

Witness my hand and seal this the 22nd day of Nov., A.D. 1904.

Elmer Pollock. (Seal).

State of Mississippi)
Madison County)

Personally appeared before me, Harry T. Huber, A Notary Public for the City of Canton, in and for said County and State the within named Elmer Pollock, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and official seal of office this the 22nd day of Nov., A.D. 1904.

Harry T. Huber-
-Notary Public-

R. T. Cheek
To Deed
Claude Gober

Filed for Record January 3rd, 1905 at 12 M.
Recorded January 4th, 1905.

In consideration of the sum of Ten Dollars, cash paid me, I, Robt. T. Cheek, convey and warrant to Claude Gober the following described land lying, being and situated in the County of Madison and State of Mississippi, Viz:-
10 acres off the South End of the W. 1/2 of SW 1/4Sec. 36. T. 10. R. 2 E.
Robert T. Cheek.

State of Mississippi)
Madison County)

Personally appeared before me, F. C. McAllister, Chancery Clerk in and for said County and State, R. T. Cheek, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and seal this 3rd, day of January 1905.
F. C. McAllister - Clerk
By W. O. Baldwin D. C.

Elmer Pollock
To War Deed
Mississippi Company

Filed for Record Dec. 30th 1904 at 2 P.M.
Recorded January 5th, 1905.

In consideration of Four Hundred and Eighty Dollars, cash in hand paid me, by the Mississippi Company, the receipt of which is hereby acknowledged, I, Elmer Pollock, do hereby convey and warrant unto the said Mississippi Company forever, the following described land lying, being and situated in the County of Madison, State of Mississippi, to wit:-
N 1/2 of Lots 6 & 7, or the NE 1/4 SW 1/4 and NW 1/4 SE 1/4 ..

.....Sec. 11. T. 10. R. 2 E.
Witness my hand and seal this the 2nd day of December A. D. 1904.
Elmer Pollock (Seal).

State of Mississippi)
Madison County)

Personally appeared before me, Harry T. Huber, A Notary Public for the City of Canton, in and for said County and State, the within named Elmer Pollock, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and official seal of office this the 3rd, day of Dec. A. D. 1904.
Harry T. Huber.
-Notary Public-

Elmer Pollock
To War Deed
Mississippi Company

Filed for Record Dec. 30-1904 at 2 P.M.
Recorded January 5th, 1905.

In consideration of Fifty Dollars, cash in hand paid me by the Mississippi Company, the receipt of which is hereby acknowledged, I, Elmer Pollock, do hereby bargain, sell and convey unto the said Mississippi Company all of the trees now standing upon the lands described below, situated, being and lying in the County of Madison, State of Mississippi, to-wit:-
W 1/2 NW 1/4

.....Sec. 17. T. 11. R. 3 E.
The right of ingress and egress to and from said land is given to said Mississippi Company, to cut and remove said trees for a reasonable length of time from this date.
Witness my hand and seal this the 5th day of Dec., A. D. 1904.
Elmer Pollock (Seal).

State of Mississippi)
Madison County)

Personally appeared before me, Harry T. Huber, A Notary Public for the City of Canton, in and for said County and State the within named Elmer Pollock, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and official seal of office this the 5th, day of December A. D. 1904.
Harry T. Huber.
-Notary Public-

Elmer Pollock)
To / Deed :-
Mississippi Company)

Filed for Record Dec. 30th-1904 at 2 P.M.
Recorded January 5th-1905.

In consideration of \$500.00, the receipt of which is hereby acknowledged, and the payment on the part of The Mississippi Company of about \$2,000.00 of Elmer Pollock's notes given to O. G. Fitzgerald & Son, and now owned and held by The First National Bank of Canton, Miss., and for the further consideration of The Mississippi Company's paying the liens on the machinery of the saw-mill, said lien held by the Southern Engine and Boiler-Works of Jackson, Tenn., of about \$1300.00, and the further consideration of The Mississippi Company's paying to The Mississippi State Bank all the indebtedness due said Bank by Elmer Pollock amounting to about \$5900.00, and in consideration of other valuable considerations, the receipt of all of which is hereby acknowledged I, Elmer Pollock, do sell, transfer and assing, deliver, convey and warrant unto the Mississippi Company of Canton, Miss., first, my lease and lease contract on the land which I bought from O. G. Fitzgerald & Son, they having leased said land from A. Tutuer, deceased

Second, all my rights and titles and equity in the saw-mill situated on the said land, with all the appurtenances therewith, such as engines, belts, pulleys, boiler, shafts, saws, carriages, edger, and all other appurtenances connected with it, and all of the machinery and tools of every kind and description that belong to, or are connected with said saw-mill, also all my interest in the logs, lumber and dimension stock of every description that is now on said ground, heretofore mentioned, and all the logs that are piled by the side of the railroad station at Way and all the logs that are out in the wood land on the ground and all the logs that are in transit from Way to Canton, and all the horses, mares and mules, consisting of about 14 head that I own now, with their harness, and also 4 log wagons, and two one horse wagons and one buggy, chains, and appurtenances connected therewith, in fact all of the property that I have of every description personal, or real, that I own connected with the saw mill business at Canton, Miss.,

Witness my signature this the 26th day of Dec., 1904.
Elmer Pollock (Seal)

Personally appeared before me, A Notary Public of the City of Canton, and of Madison County, Mississippi, the within named Elmer Pollock, who acknowledged that he signed, and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this the 26th day of Dec. A.D. 1904.
E. A. Howell.

-Notary Public-

My commission expires 9/26/06.

R. E. Virden-Adminx)
S. E. Virden-Executor :-
To / Deed)
John L. Robinson)

Filed for Record Dec. 16th, 1904 at 11 A.M.
Recorded January 5th, 1905.

WHEREAS, John L. Robinson, did, on the 7th day of January, 1893 convey to E & S. Virden the

S 1/2 of the W 1/2 of the NW 1/4Sec. 30. T. 8. R. 1 E in Madison County, Mississippi, by his deed of that date and on a stated consideration of Four Hundred Dollars (\$400.00), which deed was recorded on Page "203" of Deed Book "GGG", in the Chancery Clerk's Office in Madison County, Mississippi; and

WHEREAS the said deed, while it purports on its face to be an absolute deed, was in fact only a mortgage to secure the sum of Four Hundred Dollars (\$400.00) due and owing by one William Cheatham to the said E & S Virden; and

WHEREAS the said Four Hundred Dollars (\$400.00) and the interest thereon have been paid to the undersigned Ruth Virden, as administratrix, of the estate of Edwin Virden, deceased, and to Samuel E. Virden, as executor of the estate of Samuel Virden, deceased, the said Edwin and Samuel Virden constituting or being the E & S Virden creditors designated in said deed;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to us in hand paid, we, the said Ruth Virden, administratrix as aforesaid, and Samuel E. Virden, Executor, as aforesaid, do hereby release and quit-claim to the said John L. Robinson the lands aforesaid- to wit:-

The S 1/2 of the W 1/2 of N W 1/4Sec. 30. T. 8. R. 1 E, lying and being in Madison County, Mississippi.
Witness our signature, this the 14th day of December 1904.

R. A. Virden- Adminx.
S. E. Virden- Executor.

State of Mississippi)
City of Jackson :-
Hinds County)

Personally appeared before me, W.A. MONTGOMERY, Notary Public in and for the City of Jackson, said County and State, the within named Mrs. Ruth A. Virden, Admx. and S.E. Virden, Executor, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this the 14th, day of December 1904.

W. A. Montgomery-
-Notary Public-

John L. Robinson)
To / Deed) Filed for Record Dec. 16th, 1904 at 11 A.M.
William Cheatham) Recorded January 5th, 1905.

State of Mississippi)
Madison County)

In consideration of \$400.00 I hereby convey and warrant to William Cheatham the following described lands, to wit:-

The S 1/2 of the W 1/2 of the NW 1/4 of Sec. 30. T. 8. R. 1 E. lying and being in Madison County, Mississippi.

Witness my signature this, the 15th day of December 1904.

John L. Robinson.

State of Mississippi)
County of Madison)

Personally appeared before me, the undersigned, the within named John L. Robinson, who is personally known to me, and who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purposes therein stated.

Given under my hand, this the 18th day of December 1904.

Dan Fore-

-Notary Public-

Jane Axton)
To / War. Deed) Filed for Record Dec. 14-1904 at 10 A.M.
W.L. Axton) Recorded January 5th, 1905.

In consideration of Seven Hundred and Twenty-five (\$725.00) Dollars, cash in hand, paid me by W. L. Axton, the receipt of which is hereby acknowledged, I, Jane Axton, widow, do hereby convey and warrant unto the said W.L. Axton forever the following described lands, being, lying and situated in the County of Madison, State of Mississippi, to wit:-

E 1/2 NW 1/4 less 20 acres off S. end Sec. 14. T. 8. R. 1 E.

The said grantor shall pay the taxes for the year 1904,

Witness my hand and seal this the 5th, day of November A.D. 1904.

Jane Axton Her X Mark (Seal).

Witness:-

J. E. Lane)
State of Mississippi)
Madison County)

Personally appeared before me J. E. Lane, A Justice of the Peace in Beat NO. 2 in and for said County and State the within named Jane Axton, widow, who acknowledged that she signed sealed and delivered the foregoing instrument on the day and year therein mentioned as her own act and deed.

Given under my hand this the 19th day of NOVEMBER A.D. 1904.

J. E. Lane-

-Justice of the Peace-

W. D. Owen)
To / Deed) Filed for Record December 23rd, 1904 at 2 P.M.
A.W. Farrell) Recorded January 5th, 1905.

In consideration of One Hundred and Seventy Dollars, paid me in cash by A. W. Farrell, I hereby convey and warrant to him all of the-

S 1/2 E 1/2 NW 1/4 of Sec. 33. T. 9. R. 3. east, in Madison County, Mississippi, west of the Public Road leading from Canton to Madisonville, being 17 acres by survey made by J.P. Dunlap.

Witness my hand and signature this the 23rd day of Dec. 1904.

Wm. D. Owen, Sr.

State of Mississippi)
Madison County)

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court, of the said County, the within named William D. Owen, Sr., who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

Given under my hand and official seal, at office, this 23rd, day of December A.D. 1904.

F. C. McAllister- Clerk.

W. O. Baldwin- D.C.

C.L. Gross Co.)
To :
C.G. Sutherland,)

Filed for Record December 17-1904 at 12 M.
Recorded January 5th, 1905.

In consideration of (\$1.00) One Dollar, cash, and the consideration paid by Sophia Gross in one certain deed given her by A. H. Gross et al., and for the consideration hereinafter expressed, recorded among the record of deeds in Madison, County, Mississippi, in record Book "LLL", Page "479", (The Grantors in said deed being the stock-holders and owners of the said C.L. Gross Co., a corporation under the laws of the State of Mississippi) The C.L. Gross Co., a corporation under the laws of the State of Mississippi, domiciled at Canton, Madison County, Miss., by its President, A. H. Lehman, and its Secretary, A. H. Gross, hereby conveys and quit claims to C. G. Sutherland, but subject, however, to the payment of a debt in one trust deed given by said Sutherland to A. H. Gross, Trustee, to secure Mrs. S. Gross and while said trust deed is of record in the said Madison County, Miss., in Book "AF" Page "421", - The payment of the money secured by said trust deed being part of the consideration for this conveyance.- the lands in Madison County, Mississippi, described as:-

W 1/2 NE 1/4 Sec. 19. T. 11. R. 4 E,
50 acres, more or less. This deed is given to perfect the title in said Sophia Gross and her vendee, C. G. Sutherland, subject of course, to the payment to said Sophia Gross of the debt secured to her by the trust deed above mentioned.

Witness the signature of the C.L. Gross Company by its said President and Secretary, this the 9th day of December A.D. 1904.

C.L. Gross Company- By
A. H. Lehman- President.
A. H. Gross- Secretary-

State of Mississippi)
Madison County)

Personally appeared before me, Wm. N. Yandell, Mayor and Ex Officio Justice of the Peace in and for said State and County aforesaid, the within named A. H. Lehman, President of the C.L. Gross, Co., and A. H. Gross, Secretary of the C.L. Gross, Co., - who acknowledged that they signed and delivered the above instrument for said Corporation on the day and year therein mentioned.

Given under my hand and seal this the 9th day of Dec. A.D. 1904.

Wm. M. Yandell-
-Mayor & Ex Officio J.P.-

W. H. Powell)
To / Deed :-
J. D. Mann)

Filed for Record Dec. 16-1904 at 12 M.
Recorded January 5th, 1905.)

In consideration of the sum of Twenty-six Hundred Dollars, cash in hand, paid me by J. D. Mann, the receipt of which is hereby acknowledged, I, W. H. Powell, do hereby convey and warrant and specially unto the said J. D. Mann, the following described land lying, and being situated in the County of Madison and State of Mississippi, to wit:-

The NE 1/4 and S 1/2 NW 1/4 less 12.88 acres off of the north side thereof, as shown by the map recorded in Book KKK

Page 290 :- and also

12.88 acres off of the East side of the NW 1/4 as shown by said map, running 23.22 chains north and south and

5.05 chains east and west, all in Sec. 21. T. 8. R. 1. E -

And the whole being further described as:-

Lots 1. & 2 & 3 & 6 in the deed of partition and on said map recorded in said Book on Pages 287-288- 289 & 290 in the Chancery Clerk's Office for said County and containing 240 acres, more or less.

Witness my signature and seal, this the 16th day of December 1904.

W. H. Powell (Seal):

State of Mississippi)
Madison County)

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton, in said County and State, W. H. Powell, who acknowledged that he signed, and sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as his act and deed.

Witness my signature and official seal, this the 16th day of December 1904:

Harry T. Huber-
-Notary Public-

N. H. Thompson)
N. B. Thompson)
Ella Henry :-
To/Qt. Claim)
H.P. Thompson)

Filed for Record Dec. 12-1904 at 12:30 P.M.
Recorded January 5th, 1904.

In consideration of Thirty-three Dollars and 35/100 (\$33.35) cash, paid to each of us on the delivery of this deed by H. P. Thompson, as well as other considerations, heretofore paid to us by said H. P. Thompson, we convey and warrant specially to the said H. P. Thompson, our undivided interest (same being an undivided 1/9 each) in the following described lands situated in Madison County Mississippi, namely:-

48 acres in W 1/2 SE 1/4Sec. 35, commencing at SW corner of said W 1/2 SE 1/4; thence N. 32 chains; thence E 15 chains; thence S. 32 chains; and thence W 15 chains, to beginning;-

Also 10.33 acres in the N 1/2 NW 1/4Sec. 34, commencing at a point 10.48 chains W. of the SE corner on S line of said N 1/2 thence W 5.64 chains; thence N. 17.10 chains; to public road; thence N 67° and 51' E. along said public road 6.9 chains; thence S 19.40 chains to beginning,

All inT. 9. R. 1 West. , and containing in all 58.33 acres. Said above described 58.33 acres being the lands laid off and assigned by the Commissioners in Chancery Court Cause No. 2939 said County and styled Florida E. Childress et al -vs- H. P. Thompson et al, as shown by the report of the commissioner and plot herewith attached and final decree in said cause, special reference being here made thereto, as part of the description of this deed. We being brothers and sisters of the said Floyd Thompson, who died intestate and unmarried.

Witness our signature this the 4th day of October 1904.

N. H. Thompson.
N. B. Thompson.
Eleanor Henry.

Carl G. Henry.
N. B. Thompson.
State of Mississippi)
Madison County)

Personally appeared before me, F. C. McAllister, Chancery Clerk; in and for said County, the above named N. B. Thompson, one of the subscribing witnesses to the foregoing Deed, who, first being duly sworn deposed, thereto, sign and deliver the same to the above named H.P. Thompson, that he, this deponent, subscribed his name as a witness thereto in the presence of the said Eleanor Henry, and that he saw the other subscribing witnesses C. G. Henry sign the name in the presence of the said H.P. Thompson and E. Henry and in the presence of each other on the day and year therein named.

Given under my hand and seal of said Court, this the 4th day of November 1904.

F. C. McAllister- Clerk
E. B. Harrell- Deputy Clerk.

M. C. Locke)
To/ Deed)
J. M. Davis :-
Emiline Davis)

Filed for Record December 31-1904 at 11 A.M.
Recorded January 5th, 1905.

State of Mississippi)
Madison County)

In consideration of (\$400.00) in hand paid I convey and warrant to J.M. Davis and his wife, Emiline Davis, the following described land to wit:-

N 1/2 of SW 1/4 and SW 1/4 of SW 1/4 all inSec. 26, T. 12. R. 3 East, In Madison County, State of Mississippi-

Witness my hand this the 21st day of December 1904.

M. C. Locke.

State of Mississippi)
Madison County)

Personally appeared before me, C.L. Anderson, J.P. in and for said County and State, the within named M. C. Locke, who acknowledges that she signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and seal of office this the 21st day of Dec. 1904.

C.L. Anderson, J.P.

Hattie Y. Jones)
M. Y. Stone)
To/ War. Deed :-
W. H. Powell)

Filed for Record December 16-1904 at 12 M.
Recorded January 5th, 1905.

In consideration of Twenty-six Hundred Dollars, cash in hand, paid us by W. H. Powell, the receipt of which is hereby acknowledged, we Hattie Y. Jones and M. Y. Stone, do hereby convey and warrant to the said W. H. Powell forever the following described land lying, and being in Madison County, State of Mississippi, to wit:-

THE NE 1/4 and S 1/2 NW 1/4 less 12.88 acres off of the North side thereof, as shown by the map recorded in Book KKK Page 290, and also

12.88 acres off of the East side of the NW 1/4 as shown

by said map, running 23.22 chains North and South and 5.05

chains east and west - all inSec. 21. T. 8. R. 1 East

and the whole being further described as:-

Lots 1 & 2 & 3 & 6 in the deed of partition and on said map recorded in said Book on Pages 287, 288, 289 & 290 in the Chancery Clerk's Office for said County, containing in all 240 acres, more or less.

Witness our signatures and seals this the 16th day of December 1904.

Hattie Y. Jones (Seal).

M. Y. Stone (Seal).

State of Mississippi)
Madison County)

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton, in said County and State, Hattie Y. Jones and M. Y. Stone, who each acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed.

Witness my signature and official seal this the 16th day of December 1904.

Harry T. Huber-

-Notary Public-

Walter Madigaw)
To/ Wty. Deed :-
Walter H. Moffett)

Filed for Record December 29-1904 at 12 M.
Recorded January 5th, 1905.

THIS INDENTURE WITNESSETH, That The Grantor, Walter Madigaw (unmarried) of the City of Chicago in the County of Cook, and State of Illinois for and in the consideration of the sum of Seventy-five (\$75.00) Dollars, in hand paid, Convey and Warrant to Walter H. Moffett of the town of Ridgeland, County of Madison, State of Mississippi, the following described real estate - to wit:-

Lot Eight (8) in Block Six (6) as laid down on plat and recorded in the office of the Chancery Clerk - situated in the Highland Colonies in the County of Madison, in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, this the 19th day of December A. D. 1904.

Walter Madigaw. (Seal).

Illinois
State of Mississippi)
County of Cook)

I, Milton P. Shrock, Jr., Notary Public in and for said County in the State aforesaid, do hereby certify That Walter Madigaw personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this the 19th day of Dec. A. D. 1904.

Milton P. Shrock, Jr.-

-Notary Public-

2000
2000

Highland Colony Co.,) Filed for Record Dec. 30-1904 at 5 P.M.
To/ War. Deed) Recorded January 5th, 1905.
G. W. Smith)

THIS INDENTURE WITNESSETH, That the Grantor- The Highland Colony Company, a corporation of the Villiage of Ridgeland, in the County of Madison, and State of Mississippi, for and in the consideration of the sum of Twenty-Dollars, in hand paid, Convey and Warrant to G. W. Smith, of the Villiage of Ridgeland, County of Madison and State of Mississippi, the following described real estate, to wit:-
Lot Eight (8), Block Seventy Nine (79) First a ddition to Ridgeland, as laid down on plat now on file in the office of the Chancery Clerk of said Madison County situated in the Villiage of Ridgeland, in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this the 16th day of December A.D. 1904.

Highland Colony Co. (Seal)
J. P. Cook Sec. & Tres (Seal)
R. H. Thompson V.P. (Seal).

State of Mississippi)
County of Madison)
Villiage of Ridgeland)

I, P. L. Porter, Mayor pro tem of Ridgeland and Ex Officio J.P in and for said County and State aforesaid, Do Hereby Certify that R. H. Thompson -Vice President, and J.P. Cook, Secretary & Tres., of the Highland Colony Co., personally known to me to be the same persons whose names are subscribed to the foregoing instrument - appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their act and deed - and the act and deed of the Highland Colony Company for the uses and purposes therea stated, including the release and waiver of the right of homestead.

Given under my hand and official seal this the 16th day of December A.D. 1904.

P.L. Porter-
Mayor pro tem & Ex Officio J.P.-

Wm. McGlothlin et ux) Filed for Record Dec. 30-1904 at 5 P.M.
To/ War. Deed) Recorded January 5th, 1905. 8
Highland Colony Co.,)

THIS INDENTURE WITNESSETH- That the Grantors, W.M. McGlothlin and wife, Ica McGlothlin of the Villiage of Madison in the County of Madison. and the State of Mississippi, for and in consideration of the sum of One Hundred and Fifty Dollars, in hand paid, convey and warrant to Highland Colony Company of the Villiage of Ridgeland County of Madison and State of Mississippi, the following described real estate to wit:-

Starting at the SE Corner of W. L. Edward's Land - which lies along side and east of the Canton and Jackson Public Road in Sec. 14. Town-ship 7 Range 2 East, and from this corner of said Edward's land due east 444 yards and thence due south 208 yards at which point a corner is established from which the said McGlothlins land is described and begins: thence due South west 350 yards; thence due south east 280 yards; thence due north east 350 yards, thence due north-west 280 yards to point of beginning and being 20 acres more or less
All in Sec. 13. T. 7. R. 2 East.
Situated in the County of Madison, in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.

Dated this 5th day of November A.D. 1904.

Wm. McGlothlin (Seal)
Ica McGlothlin (Seal)

State of Mississippi)
County of Madison)

I, W. G. Dorroh, a Justice of the Peace & Ex Officio Notary Public in and for said County in the State aforesaid do hereby certify that Wm. McGlothlin and Ica McGlothlin, personally known to me to be the same persons whose names are subscribed to the foregoing instrument - appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth including the release and waiver of the right of Homestead.

Given under my hand and seal this the 8th day of November A. D. 1904.

W. G. Dorroh,
J. P. & Ex Officio Notary Public-

M. D. Landau)
To/Deed :- :-
Canton Gin Co.,)

Filed for Record Dec. 26th 1904 at 8 A.M.
Recorded January 6th, 1905.

Know all men by these presents, that I, M. D. Landau, of Vicksburg, Warren County, State of Mississippi, for and in the consideration of the issuance and delivery to me by THE CANTON GIN COMPANY a corporation chartered, organized and existing under and by virtue of the laws of the State of Mississippi, of ONE HUNDRED AND FIFTY EIGHT (158) shares of the capital stock of said Company of the par value of FIFTEEN THOUSAND EIGHT HUNDRED (\$15,800.00) DOLLARS, and in the further consideration of the issuance and delivery by said Company, to J. W. Ray of ONE share of the capital stock of said Company, of the par value of ONE HUNDRED (\$100.00) DOLLARS, and in further consideration of the issuance and delivery by the said Company to L. Yerger, of ONE share of the capital stock of said Company, of par value of ONE HUNDRED (\$100.00) DOLLARS, do hereby convey unto the said CANTON GIN COMPANY, a corporation, as aforesaid, the following described lots, tracts or parcels of land lying and being situated in the City of Canton, in the County of Madison and State of Mississippi, to wit:-

Lot Number Twenty-three (23), between Fulton Street and Social Alley, in the City of Canton, County of Madison, and State of Mississippi, said lot being in Sec. 24. T. 9. Range 2 East.

And also these certain lots, and premises situated in the City of Canton, Madison County and State of Mississippi, known as Lots, Numbers Twenty-one (21), and Twenty-two (22), according to a survey made by E.A. Ford, of the West End of the Addition to the City of Canton, and Recorded in the Chancery Clerk's Office of said County, in Record Book "RR" Page "623"; said lots being on the north side of Fulton Street and the West side of the Illinois Central Railroad; beginning at a stake on the west side of said Railroad bed where it crosses said Fulton Street on the north side and thence west with said street one hundred and sixty-six and one-half (166 1/2) feet to a stake; thence north one hundred and ninety (190) feet to an alley; thence east with said alley to the railroad bed; and thence south along said railroad bed to said place of beginning.

Said premises above described being the same premises conveyed to the MISSISSIPPI COTTON OIL COMPANY by the CANTON OIL MILLS, by deed dated the 26th day of February, 1892 and recorded in the office of the Chancery Clerk of the Chancery Court of said County of Madison on the 29th day of February, 1892, in Book "ZZ" of Records of Deeds of said County, on Page "633".

TOGETHER with the buildings and improvements erected on said premises, and all machinery fixtures and personal property attached to or connected with said building; and together with all and singular the tenements, hereditaments, rights, privileges, and appurtenances belonging to said premises or in any wise appertaining, and all the estate, right, title, interest, property, claim and demand whatsoever, either at law or in equity of the said M.D. LANDAU, of, in and to the same. Being the same property conveyed to the said M.D. LANDAU by the MISSISSIPPI COTTON OIL COMPANY by deed bearing date the 12th day of September, 1904; and duly recorded in Deed Book "NNN" on page "497" of the Record of Deeds of Madison County, Mississippi,

WITNESS my signature this, the 19th, day of December 1904.

M. D. Landau.

State of Mississippi)
Warren County)

Personally appeared before me the undersigned Notary Public in and for the City of Vicksburg, in the County and State last aforesaid, the within named M.D. Landau, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 20th day of December 1904.

J. H. Short-

-Notary Public-

Highland Colony Co.,)
To/ War. Deed :-)
County Supt. Public)
Education)

Filed for Record Dec. 10-1904 at 10 A.M.
Recorded January 6th, 1904.

THIS INDENTURE WITNESSETH, that THE GRANTOR, THE HIGHLAND COLONY COMPANY; A Corporation of the Villiage of Ridgeland, in the County of Madison and State of Mississippi, for and in consideration of the sum of ONE DOLLAR, in hand paid, Convey and Warrant to The Madison County Superintendent of Public Education and his successors in office, of the City of Canton, County of Madison, and State of Mississippi, the following described real estate, to wit:-

Lots Twelve (12) and Thirteen (13) in Block Fifty-six (56) as laid down on plot thereof and recorded in the office of the Chancery Clerk at Canton, Mississippi.

It is the intention and hereby understood that this conveyance is made for the public school purposes, and may be reconveyed and the funds applied for public school purposes at Ridgeland, situated in the Villiage of Ridgeland, in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this the 3rd, day of October A.D. 1904

Highland Colony Co. (Seal)
J.P. Cook, Sec. & Treas. (Seal).
R. H. Thompson, Vice Pres. (Seal).

State of Mississippi)
County of Madison :-
Village of Ridgeland)

I, J. U. McKay, Mayor of Ridgeland pro tem and Ex Officio J. P., in and for said County, in the State aforesaid, Do Hereby Certify, That R. H. Thompson, Vice Pres., and J.P. Cook, Secy., and Tres., for the Highland Colony Company, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their act free and voluntary act and the act of the Highland Colony Company, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and official seal, this the 3rd, day of October A.D. 1903.

J. U. McKay
-Mayor of Ridgeland pro tem & Ex Officio J.P.

N. B. Langford)
To /Deed :-
T. S. Turner)

Filed for record Dec. 14th-1904 at 9 A.M.
Recorded January 6th 1905.

In consideration of the sum of Eighteen Hundred Dollars, cash in hand paid me, by T. S. Turner, the receipt of which is hereby acknowledged, I, N. B. Langford, do hereby convey and warrant unto the said T. S. Turner forever subject to the lien to be hereinafter expressed, the following described land lying, and being situated in Madison County, State of Mississippi, to wit:-

All of that portion of Sec. 16. T. 9. R. 3 East, lying south-east of the Canton and Sharon road, and North-east of the Stinson land and west of Thos. Hart land and state of Robert Love, containing 140 acres, more or less, and further described as:-

Bounded on the north-west by said road and on the south-west by Stinson's land and on the North-east by Priestley's land and on the east by Section line between Secs. 15 and 16 and on the North by Jno. T. Holliday's land. - Also 2 1/2 acres in the South-west corner of the-

N 1/2 W 1/2 NW 1/4 of Sec Sec. 15 T. 9. R. 3 East, containing in all 142 1/2 acres, more or less, and being the land conveyed to J. E. HOLLIDAY by E. A. Holliday, and others, by deed recorded in Book "CCC" Page "220" in the Chancery Clerk's Office, for said County.

The title to this land in Sec. 16 is only warranted for 99 years from January 1st 1846.

Witness my hand and seal this the 7th day of December 1904.

N. B. Langford, (Seal)

State of Mississippi)
Madison County)

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton in said County and State, N. B. Langford, who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as his act and deed.

Witness my signature and official seal, this the 14th day of December 1904.

Harry T. Huber-

-Notary Public-

B. M. Hesdorffer)
Albert Hesdorffer)
To/War. Deed :-
Elmer Pollock)

Filed for Record January 3-1905. at 10 A.M.
Recorded January 6-1905.

In consideration of Five Hundred Dollars, cash in hand, paid us by Elmer Pollock, the receipt of which is hereby acknowledged, We, B. M. Hesdorffer and Albert Hesdorffer, do hereby convey and warrant unto Elmer Pollock, forever the following described lands, lying, being and situated in the City of Canton, County of Madison, State of Mississippi, to wit:-

That Lot of land beginning on the South Boundary line of Sec, 24. T. 9. R. 2 East, at the point where the right of way of the N. O. Jackson and Great Northern R. R. (now I. C. R.R.) intersect said Boundary, thence North with said Right of Way 200 feet to a stake, thence west 200 feet to a stake, thence South 200 feet to said South Boundary of said Section 24, and thence east 200 feet to beginning- containing 1 acre of land, more or less.

(Bounded on N. & W by lands of Emma G. Handy and on South by lands formerly owned by C.C. Shakleford, and on the east by I. C. R.R. Right of Way).

Witness our hands and seals, this the 31st day of December, A.D. 1904.

B. M. Hesdorffer (Seal).

Albert Hesdorffer (Seal).

(See Next Page for Acknowledgment)

State of Mississippi)
Madison County)

Personally appeared before me, Harry T. Huber, A Notary Public for the City of Canton, in and for said County and State, the within named B. M. Hesdorffer and Albert Hesdorffer, who acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein mentioned as their own act and deed.

Given under my hand and official seal of office this the _____ day of _____ A.D. 1904

Harry T. Huber-
-Notary Public-

-My Commission expires January 28/1908.

W. F. & Leila Browning)
To War. Deed :
E. L. Lester.)

Filed for Record January 7-1905 at *La.M.*
Recorded January 6-1905.

W. F. and Leila Browning to E. L. Lester.

THIS INDENTURE, Made on the 26th day of December A.D. 1904, by and between W.F. Browning and his wife, Leila Browning, of Madison County, parties of the first part and E. L. Lester, of the County of Attala in the State of Mississippi, party of the second part, WITNESSETH: That the said parties of the first part, in consideration of the sum of Four Hundred and Twenty-five Dollars, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm, unto the said party of the second part, his heirs and assigns, the following described lots, tracts or parcels of land, being lying and situated in the County of Madison and State of Mississippi, known and described as follows:-

West 1/2 of North-west QuarterSec. 28, T. 12, R. 5 East-
containing 80 acres, more or less and all appurtenances thereto belonging.

TO HAVE AND TO HOLD THE PREMISES, aforesaid, all and singular, the rights, title, privileges, appurtenances, and immunities thereto belonging, or in any wise appertaining, both at law and equity, unto the said party of the second part and unto his heirs and assigns forever, in fee-simple. And the said parties of the first part, for their heirs, executors, and administrators, do hereby covenant and agree with the said party of the second part, his heirs and assigns, that the said parties of the first part will warrant and defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal, the day and year first above written.

Signed, sealed and delivered in the presence of-

W. F. Browning (L.S.).
Leila Browning (L.S.).

State of Mississippi)
Madison County)

Personally appeared before me, J. B. Martin, a Member of the Board of Supervisors, of the County of Madison the within named W. F. Browning and Leila Browning who acknowledged that they signed, sealed and delivered the foregoing Deed on the day and year therein named, as their act and deed.

Given under my hand this the 28th day of December 1904.

J. B. Martin-
M. B. S.

Merchants Bank)
To/Deed :-
F. A. White)

Filed for Record Dec. 12-1904 at 3.30 P.M.
Recorded Jnauary 6-1905.

State of Mississippi)
Hinds County)

IN CONSIDERATION of the sum of Four Thousand Two Hundred and Fifty Dollars (\$4250.00), of which Twenty-one Hundred and Twenty-five Dollars (\$2125.00) is paid, cash in hand, the receipt of which is hereby acknowledged, and the balance of \$2125.00 to be paid, is evidenced by two certain promissory notes of even date herewith, each for the sum of \$1062.50, bearing 6% per annum, interest from date until paid and payable on or before the 1st day of December 1905 and 1906, respectively, and in consideration of the resolution passed by the Board of Directors of The Merchants Bank of Jackson, Mississippi, in the following words, to wit:-

"Resolved by the Board of Directors of The Merchants Bank of Jackson, Mississippi, that the lands owned by the Merchants Bank, conveyed to it by R. C. Smith on June 12-1903, by deed of that date, recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book "NNN" at page "1", and by deed of correction dated December 1st, 1904, recorded in Deed Book "NNN" page "548", executed by R. C. Smith and Mrs. A. D. Gunning, shall be sold by The Merchants Bank to F. A. White, at and for the price of \$4250.00, one half to be paid cash, and the balance to be paid on one and two years from the date of sale, evidenced by two notes for the sum of \$1062.50 each, bearing interest at the rate of 6% per annum, from date until paid, and payment to be secured by a deed of trust to The Merchants Bank, upon the lands hereinafter described, said lands being described as follows to wit:-

An undivided half interest in the following lands, to wit:-

East-half of the West Half and the West Half of the East half of
.....Sec. Twenty-nine, Tp. Nine, Range 3 East,
and fifty acres off the South end of the West Half of the North-west quarter
.....Sec. Twenty-eight, and
Forty-nine and 75/100 acres off the South end of the East Half of the South east
QuarterSec. Twenty.- all in.

T. Nine, Range Three East.
Containing 425 acres, more or less, in the County of Madison, State of Mississippi, The President of the Bank is authorized and directed to execute a deed to said lands to the said F. A. White, which deed is to be attested by the seal of the Merchants Bank and the signature of the Cashier, - The Merchants Bank of Jackson, Mississippi does hereby convey and warrant unto F. A. White, that certain real estate situated in the County of Madison, State of Mississippi, and more particularly described as follows to wit:-

An undivided one-half interest in the following lands, lying in Madison County, State of Mississippi, Viz:-

East half of the West Half and the West Half of the East half
Sec? Twenty-nine, Tp. Nine, Range Three East,
And Fifty-five acres off the South end of the West Half of the North-west Quarter
Sec. Twenty-eight-
And Fifty-nine and 75/100 acres off the South end of the East Half of the South east
QuarterSec. 20 -All in Tp. Nine, Range Three East,
containing 425 acres, more or less, and being the lands conveyed to The Merchants Bank by R. C. Smith, by deed dated the 12th day of Jun., 1903, recorded in Deed Book "NNN" at Page "1" in the Office of the Chancery Clerk in Madison County, Mississippi, and by deed of correction dated December 1st, 1904, recorded in Deed Book "NNN" at page "548" executed by R. C. Smith and Mrs. A. D. Gunning? recorded in the office of the Chancery Clerk of Madison County,

Witness the signature of the Merchants Bank by C. M. Williamson, its President, attested by R. Griffith, Cashier, and the seal of said Bank, this the 1st day of December A. D. 1904.

The Merchants Bank.
By C. M. Williamson- Pres,
Attest- R. Griffith-Cahsier.

State of Mississippi)
Hinds County)

This day personally appeared before the undersigned Notary Public in and for the City of Jackson, said County and State, C. M. Williamson, President, and R. Griffith, Cashier, who acknowledged that they signed and delivered the foregoing instrument on the day of its date, as their own act and deed.
Given under my hand and seal, this the 5th day of Nov. 1904.

A. C. Jones.
-Notary Public-

Merchants Bank paid cancelled and satisfied Nov 17 1906 by authority vested in me by order from Merchants Bank dated 16 Nov 1906 This day Nov 17 1906 filed for record

Satisfied by authority recorded in Book 558 page 135-1413. Bank of Goodman

T. G. Mabry)
To/)
J. M. Tate, Trustee)
Use of Bank of Goodman)

Filed for Record November 29-1904 at 4 P.M.
Recorded January 6th, 1905.

T. G. Mabry to Bank of Goodman-

THIS DEED OF TRUST AND AGREEMENT, Made this the 26th day of November A. D. 1904.,
Witnesseth:- That whereas, T. G. Mabry, party of the first part is indebted to Bank
of Goodman in the sum of Eighteen Hundred and Seventy Dollars, on his promissory note
of even date due November 26th, 1904, and whereas, said party of the first part agreed
to secure the payment of said sum, as also any amount that may be advanced as aforesaid,
and that the party of the first part in consideration of the premises, as well as for Ten
Dollars to him paid by J. M. Tate, Trustee, does, hereby Bargain, Sell and Convey to
said Trustee, the property being in Madison County, Mississippi, and described as fol-
lows:-

W 1/2 NW 1/4Sec. 23
And E 1/2 NE 1/4 and SW 1/4 of NE 1/4 and SE 1/4 of NW 1/4 And
N 1/2 of NW 1/4 of SE 1/4 and 4 acres south of first big ditch on
South side of NW 1/4 of NE 1/4Sec. 22- all in
T. 12. R. 4 East-

Containing by estimation 264 acres,
All of the crops of cotton, corn and all other agricultural products raised
or grown by said party of the first part, or by any laborer, tenant, or other person
working for him during the year 1905 on any land he may cultivate, or have cultivated
during said year, in Madison County; also any and all rents that may be due him for
or during said year, said personal property being all of the kind owned and possessed
and is now in his possession, the title to which unto said Trustee, or any successor,
he warrants and agrees forever to defend. In Trust, however, that if said party of the
first part shall, on or before the 26th day of November 1905, pay what may be due said
Bank of Goodman as aforesaid, and all costs incurred on account of this Deed, then
this Deed shall be void; but if default is made in said payments, the Trustee shall take
possession of said property, and then having given ten days notice of the time, place
and terms of sale, by posting written notice in one or more public places in Madison
County, Mississippi, one of said notices to be at the Court House door of said County;
proceed to sell said property, or a sufficiency thereof to make said payments, for
cash, at the place named in said notice of sale, and apply the proceeds to the payment of
said above described indebtedness, and the remainder, if there be any shall be paid over
to the grantor herein.

And said Bank of Goodman, or its assigns, or legal representatives, can,
at any time they may desire, appoint a Trustee in place of said J. M. Tate or any succeed-
ing trustee, And should the Trustee at any time believe said property, or any part there-
of, endangered as a security for said payments, he shall take the same into possession,
and hold till said payments are made, or till property is sold as aforesaid, even though
the indebtedness may not be due; but until demanded by the Trustee for either of the pur-
poses aforesaid, said party of the first part can hold same. It is also agreed if any
of said above mentioned notes fall due and remain unpaid, then the said Grantor or Trustee
may declare all of them due, and may proceed to collect the same by sale of the property
as aforesaid.

T. G. Mabry.

State of Mississippi)
Holmes County)

Personally appeared before me, E. W. Pickens, Notary Public for
said County, the within named T. G. Mabry, who acknowledged that he signed and delivered
the foregoing Deed of Trust and Agreement, at the time thereof named, as his act and deed.
Given under my hand and seal at office, this the 26th day of Nov. 1904.
E. W. Pickens-

-Notary Public-

A. H. Terry)
Sarah J. Terry)
To/ War. Deed)
Joe Davis)

Filed for Record Dec. 19-1904 at 1 P.M.
Recorded January 6th, 1905.

In consideration of Four Hundred and Fifty Dollars, cash in hand paid us by Joe Davis, the receipt of which is hereby acknowledged, We, A.H. Terry and Sarah J. Terry, Husband and Wife, do hereby convey and warrant unto the said Joe Davis forever, the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to wit:-

NE 1/4 SW 1/4 Sec. 2. T. 7. R. 2 E.
E 1/2 NW 1/4 SW 1/4 Sec. 2. T. 7. R. 2 E.

The said A. H. Terry and Sarah J. Terry shall pay the taxes for the year 1904. Witness our hands and seals this the 30th day of November A.D. 1904,

Witness:-

A. H. Terry (Seal)
Sarah J. Terry (Seal)
J. O. Reese.....

State of Nebraska)

County of Cedar)

Personally appeared before me, Sidney O. Reese, Notary Public in and for said County and State, the within named A. H. Terry and Sarah J. Terry, Husband and wife, who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed. Given under my hand and official seal of office, this the 5th day of December A. D. 1904.

Sidney O. Reese
Notary Public

W. B. J. Barnett)

Annie Barnett)

Maggie Barnett)

To/ Deed)

Porter McMurtray)

Filed for record Dec 23rd, 1904 at 11 A.M.
Recorded January 6th, 1905.

Whereas, on April 21st 1902, W. B. J. Barnett and his wife, S. A. Barnett, executed a Bond for Title to Porter McMurtray for the land herein after described and for the consideration therein expressed, and whereas the said S. A. Barnett has since died, leaving W. B. J. Barnett the surviving owner of the whole land and whereas the said Porter McMurtray has paid to the said W. B. J. Barnett all of the notes mentioned in said Deed and is entitled to a deed for said land- Now therefore, in consideration of the premises and the full payment of the purchase money for said land by said McMurtray to said W. B. J. Barnett, the receipt of which is hereby acknowledged, We, W. B. J. Barnett and Annie Barnett his wife, and the undersigned children of the said S. A. Barnett deceased, do hereby convey and warrant unto the said Porter McMurtray forever the following described land, lying, and being situated in Madison County, State of Mississippi- to wit:-

All of the SE 1/4 of SE 1/4 of Sec. 33. T. 11. R. 5. East- that is north of the old wire road and west of the Revive Road- less (2) two acres of SW corner and south of the wire road- containing 37 1/2 acres of land, more or less.

Witness our hands and seals this the 21st day of December 1904.

W. B. J. Barnett (Seal)
Anna L. Barnett (Seal)
Maggie Barnett (Seal)

State of Mississippi)

Madison County)

Personally appeared before me, Henry Greenwaldt, A Justice of the Peace, in and for said County and State, W. B. J. Barnett and his wife, Annie Barnett and Maggie Barnett, children of said W. B. J. Barnett, and S. A. Barnett, deceased, who acknowledged that they each signed and delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed.

Witness my hand and signature this the 22nd day of December 1904.

H. Greenwaldt

-Justice of the Peace-

Geo. P. Lockett)
To/War. Deed :-
A. C. McGregor)
R. L. McGregor)

Filed for Record January 6-1905 at 3 P.M.
Recorded January 7th, 1905.

In consideration of the sum of Twenty Six Hundred and Eighty Nine 50/100 Dollars, cash in hand, paid me by A. C. McGregor and R. L. McGregor, the receipt of which is hereby acknowledged, I, Geo. P. Lockett, do hereby convey and warrant unto the said A. C. McGragor and R. L. McGragor, forever the following described land, lying, being and situated in the County of Madison, and State of Mississippi, to wit:-

- 5 acres, being all of SW 1/4 SE 1/4 South of Kentuckta Creek inSec. 2.
- And 9 acres, being all of NE 1/4 NW 1/4 South and East of said Creek inSec. 11.
- And 22 acres, being all SE 1/4 NW 1/4 East of said Creek inSec. 11.
- And all W 1/2 NE 1/2 and E 1/2 SW 1/2 and the SE 1/4Sec. 11, ✓
- And also all of the W 1/2 SW 1/4 North of the Canton and Kosciusko, or Wire roadSec. 12. ✓
- And all of the W 1/2 NW 1/4 North of said Road inSec. 13 ✓
- And all of the SE 1/4 NE 1/4 North of said RoadSec. 14 ✓
- And also all of the W 1/2 NE 1/2 North of said road less 19 1/2 acres off of the West side thereof inSec. 14 ✓
- And all of the NE 1/4 NE 1/4 inSec. 14, in T. 10, Range 4 East, and containing in all 489 acres.

Said lands have never been my Homestead. I reside in Jackson, Miss.,
Witness my signature and seal this the 6th day of January 1905.
Geo. P. Lockett. (Seal).

State of Mississippi)
Madison County

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court in and for said County and State, Geo. P. Lockett, who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as his act and deed.

Witness my signature and official seal this the 6th day of January A. D. 1905.
F. C. McAllister- Chancery Clerk.
By W. O. Baldwin- Deputy Clerk.

W. F. Kernop)
To/War. Deed :- :-
John Grant)

Filed for Record January 7th, 1905 at 2.30 P.M.
Recorded January 7th, 1905.

For a valuable consideration, cash in hand, paid me by John Grant, the receipt of which is hereby acknowledged, I, W. F. Kernop, do hereby convey and warrant unto John Grant forever, the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

- NE 1/4Sec. 23, T. 12, R. 5 E.
- W 1/2 W 1/2Sec. 24, T. 12, R. 5, E.

Witness my hand and seal this the 3rd, day of January A. D. 1905.
W. F. Kernop- (Seal).

State of Mississippi)
Madison County

Personally appeared before me, Harry T. Huber, A Notary Public for the City of Canton, in and for said County, and State, the within named W. F. Kernop, unmarried, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as his own act and Deed.

Given under my hand and official seal of office this the 3rd, day of January A.D. 1905
Harry T. Huber-
-Notary Public-

Geo. W. Thomas et ux)
To/ War Deed :-
Jim Green.)

Filed for Record Dec. 2nd, 1904 at 4 P.M.
Recorded January 7th 1905.

G. W. Thomas and his Wife, Eliza Thomas to Jim Green Jr.,-

For and in consideration of the sum of One Thousand and Fifty Dollars, cash in hand - the receipt of which is hereby acknowledged, We, convey and warrant to Jim Green, Jr., the following described lands situated in the County of Madison, and State of Mississippi, to-wit:- (27)

Lot No. 4.....Sec. 28, T. 12. R. 4. East.
E 1/2 of SE 1/4Sec. 26, T. 12. R. 4. East.

containing 160 acres, more or less.

Witness our hands and seals this the 1st day of December 1904.

Geo. W. Thomas.

Eliza Thomas.

State of Mississippi)
Madison County.....)

Personally appeared before me, J. B. Martin, A Member of the Board of Supervisors, for said County, the within named Geo. W. Thomas and Eliza Thomas, husband and wife, who severally acknowledged that they signed and delivered the foregoing instrument, and at the time therein named as their act and deed.

Given under my hand this the 1st day of December 1904.

J. B. Martin-

-M. B. S.-

Mary E. Rice)

Filed for Record Dec. 16-1904 at 8 A.M.

To/Lease :-

Recorded January 7th, 1905.

Oscar & Ernest Watson.)

The land leased to Oscar and Ernest Watson by Mrs. Hillman (as being part of the land in Madison County in Township 8, Range 2, West) is as follows:- A tract of about 15 1/2 acres commonly known as the "Lamb Hunt New Ground"; A tract 4 1/2 acres, more or less, known as the "Creek Place"; A tract of about 12 1/2 acres known as the "Jerry Cut"; A tract of about 6 1/2 acres on the large ditch situated on the west side of the road running to Jerry Louis' place; A tract known as the "Jerry Louis Cut"; A tract of about 3 1/2 acres commonly known as the "Rosa Burrus" pasture in the edge of the swamp; A tract of about 9 acres known as the "Plum Tree Cut", A tract of about 3 1/2 acres joining the "Plum Tree Cut" on the West side; 6 1/2 acres more or less commonly known as the "Stump Patch"; A tract of about 6 1/2 acres known as the "wash Bottom"; A tract of about 2 1/2 acres known as the "Millet Patch"; 20 acres more or less commonly known as the "Hickory Tree Patch"; four small tracts on the large ditch being on the South East side thereof and comprising about 2 1/2 acres; A tract of about 4 1/2 acres known as the "Green Tree Cut"; A tract of about 1 1/2 acres adjoining the "Green Tree Cut" and South thereof (being separated from the Green Tree Cut by a road); A tract of about acres situated west of Andrew Creek's Bottom and North of a pasture and bounded on the North and West by two roads; Also a tract in the swamp cleared up in 1903 of about 2 1/2 acres, also a tract of 2 acres on the northern side of the house:

also the E. M. Watson house (occupied by E. M. and O. L. Watson) lot and barns and garden; also the house of Geo. Burrus and Susan Palmer and their gardens and adjacent out houses.

By the above property is intended to be described all of the land rented by the aforesaid Watsons during 1904. For it is clearly understood that the said Watsons have leased for no more land for 1905 than they have for 1904. Their lease of the aforesaid land will expire with the close of the year 1905. December 15th, 1904.

Mary E. Rice- Trustee-

Elmer Pollock)
To/War. Deed :-
Mississippi Company)

Filed for Record January 7th, 1905 at 4 P.M.
Recorded January 7th, 1905

In consideration of Six Hundred Dollars, cash in hand, paid me by the Mississippi Company, the receipt of which is hereby acknowledged, I, Elmer Pollock, do hereby convey and warrant unto the Mississippi Company forever the following described lands, lying, being and situated in the City of Canton, County of Madison, State of Mississippi, to wit:-

Beginning at the South-east corner of the SW 1/4Sec. 24.T. 9. R. 2 E and running thence east along the South line of said Sec. 24, to the right of way of the railroad now known as the I. C. R. R. and run thence in a northern direction along the western margin of said right of way 400 feet to the south east corner of the lot formerly known as the Catherine Clark lot and thence westerly to a stake in the eastern line of said SW 1/4 ofSec. 24, and thence south 8 chains and 64 links to the point of beginning; less the Hesdorffer lot 200 X 200 feet in the south east corner, and lot hereby conveyed containing 11.04 acres.

Witness my hand and seal this the 4th day of January A. D. 1905.
Elmer Pollock (Seal).

State of Mississippi)
Madison County ...--)

Personally appeared before me, Harry T. Huber, A Notary Public for the City of Canton, in and for said County and State, the within named Elmer Pollock, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and official seal of office, this the ___ day of January A.D. 1905
Harry T. Huber-
-Notary Public-

Alex. Peddie et ux)
To/ Deed :-
W. J. Hayes)

Filed for Record Dec. 19-1904 at 10 A.M.
Recorded JANUARY 1905

This Indenture make this the 9th day of December in the year 1904 by and between Alex. Peddie and Leta Holman Peddie, his wife, of Emmetsburg, Palo Alto County, State Iowa, parties of the first part and W. J. Hayes, of Madison County State of Mississippi, Party of the Second part.

Witnesseth:- That the parties of the first part in consideration of Four Hundred and no/100 (\$400.00) Dollars, lawful money of the United States paid by the party of the second part, do hereby grant and release unto the said party of the second part and to his heirs and assigns forever all the following described real estate located in the County of Madison and State of Mississippi, to wit:-

Lots two (2) and Six (6) inSection Nine (9) in Town-ship Nine (9) Range Five (5) East, of the Choctaw Meridian, together with the appurtenances and all the estates and rights of the parties of the first part in and to the said premises. To have and to hold the above granted premises unto the party of the second part his heirs and assigns forever, and the said Alex. Peddie and Leta Holman Peddie, his wife, do hereby covenant that they will warrant and defend the title unto the said second party his heirs and assigns against the claim of all persons whomsoever lawfully claiming the same by, through, or under them, but against no others. And the said Leta Holman Peddie hereby relinquishes all rights of dower under the homestead laws of the State of Mississippi, in and to the above described premises.

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

Alex Peddie.
Leta Holman Peddie.

In Presence of:-
P. O. Refsell.
L. D. Smith.

State of Iowa)
County of Palo Alto)

Personally appeared before me, P. O. Refsell, A Notary Public within and for said County and State the above named Alex Peddie, and Leta Holman Peddie, his wife, and sealed, signed and delivered the foregoing deed on the day and year therein written as their act and deed for the purposes therein set forth.

Given under my hand and seal of office, this the 9th day of December A.D. 1904.
P. O. Refsell.

-Notary Public in and for Palo Alto County Iowa.
-My Commission expires July 4th-1906.

(SEAL)

Elmer Pollock) Filed for Record January 7-1905 at 4 P.M.
To/ War. Deed :-
Mississippi Company) Recorded January 9-1905.

In consideration of Five Hundred Dollars, cash in hand paid me by the Mississippi Company, the receipt of which is hereby acknowledged, I, Elmer Pollock do hereby convey and warrant unto the Mississippi Company for ever the following described lands lying, being and situated in the City of Canton, in Madison County, State of Mississippi, to wit:-

That Lot of Land beginning on the South Boundary line of Sec. 24. in Town. 9. Range 2, E., at the point where the right of way of the N. O. Jackson and Great Northern R. R. (now the I. C. R. R.); intersects said boundary, thence north with said right of way 200 feet to a stake, thence west 200 feet to a stake, thence south 200 feet to said boundary of said Sec. 24, and thence east 200 feet to beginning, containing 1 acre of land, more or less.

) Bounded on N. & W. by lands of Emma G. Handy and on South by lands formerly owned by C. C. Shackelford, and on east by I. C. R. R. Right of Way)

Witness our hands and seals this the 21st day of December A. D. 1904.

Elmer Pollock (Seal).

State of Mississippi)
Madison County

Personally appeared before me, Harry T. Huber, A Notary Public for the City of Canton, in and for said County and State, the within named Elmer Pollock, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as his own act and Deed.

Given under my hand and official seal of office this the 21st day of December A. D. 1904.

Harry T. Huber,

-Notary Public-

-My Commission expires January 28th, 1908.

Emma G. Handy) Filed for Record January 7-1905 at 4 P.M.
To/Deed :-
Elmer Pollock) Recorded January 9-1905.

In consideration of the sum of Five Hundred and Fifty-Two Dollars, cash in hand paid me, by Elmer Pollock, the receipt of which is hereby acknowledged, I, Emma G. Handy - a widow - do hereby convey and warrant unto the said Elmer Pollock the following described land in the City of Canton, County of Madison, and State of Mississippi, to-wit:-

Beginning at the south-east corner of the SW 1/4 of Sec. 24. T. 9. Range 2 East and running thence east along the south line of said Section 24 to the Right of Way of the Railroad now known as the Illinois Central and running thence in a northern direction along the western margin of said Right of Way 400 feet to the south east corner of the Lot formerly known as the Catherine Clark Lot and thence in a western direction to a stake in the eastern line of said SW 1/4 of Sec. 24, and thence 8 chains and 64 links to the point of beginning; less and excepting the Hedorffer Lot 200 by 200 feet in the South east corner; the Lot hereby conveyed containing 11.04 acres.

Witness my signature and seal this the 31st day of December 1904.

Emma G. Handy. (Seal)

State of Mississippi)
Sunflower County)

Personally appeared before me, W. R. Chapman, A Notary Public of the Town of Indianola and in and for said County and State, Emma G. Handy, widow, who acknowledged that she signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as her act and deed.

Witness my signature and official seal this the 6th day of January A. L. 1905.

W. R. Chapman

-Notary Public-

G. R. Bennett et al/Deed)
L. A. Parrott)
E. Hesdorffer -Trustee-)
1st National Bank)

Filed for Record Jan. 3-1905 at 3 P.M.

Recorded January 9th, 1905.

Deed to Indemnify and Save Harmless-

State of Mississippi)
Madison County)

In Consideration that Eugene Hesdorffer has become surety on my note to the FIRST NATIONAL BANK OF CANTON for the sum of Eighteen Hundred and Thirty-six and no/100 Dollars, due and payable to said Bank on the First day of January 1906, bearing interest at the rate of 8% per annum from the First day of January 1906 and also in consideration of One Dollar in hand paid to me by L. A. Parrott Trustee herein, I convey and warrant to him the following real and personal property, situated, lying and being in Madison County, in said State, as follows, to wit:-

- S 1/2 of E 1/2 SW 1/4Sec. 9. T. 7. R. 2 E.
- S 1/2 of W 1/2 SE 1/4Sec. 9. T. 7. R. 2 E.
- N 1/2 of E 1/2 of SW 1/4Sec. 9. T. 7. R. 2 E.
- N 1/2 of W 1/2 of SE 1/4Sec. 9. T. 7. R. 2 E.

But on the following condition, viz:- Whereas the said Eugene Hesdorffer, has become surety on my note to the First National Bank Of Canton, as above recited, and I desire to save him harmless from any annoyance or damage in case I should make default in payment of said debt at maturity; Now, therefore, if I pay said debt at maturity, this conveyance is to be void; but if I make default in payment thereof, and thus expose my said surety to suit, it shall be lawful for said Trustee to enter and take possession of said property, and after advertising the time, and place of sale for (10) Ten days at three public places in the County of Madison, then to sell the same to the highest bidder, for cash, or so much thereof as is necessary to pay said debt and costs, and convey the estate so sold to the purchaser, retaining a reasonable sum for the expenses of executing this trust, and apply the balance to the payment of the legal payee or payees of said notes, and if my said surety has made any lawful and proper payment of such indebtedness, he shall pay and indemnify Eugene Hesdorffer for the amount so paid by him.

It is further understood and agreed that if the said personal property should become insecure in my hands, or otherwise, the Trustee herein, on the written direction of my said surety, his representatives, or assigns may enter and take possession of the same until said debt becomes due, and then proceed to sell as hereinbefore stated, applying the proceeds to the payment of said debt, and the expense of the seizure, and care of property, and the sale thereof, and if any money remains over he shall pay the same to said G. R. Bennett and Ida D. Bennett.

It is further understood and agrees that in case the Trustee herein named should for any cause become unwilling or disqualified to execute this trust? it shall be lawful for my said surety, his representatives, or assigns, to appoint another Trustee in writing in his place to execute this trust, who shall thereby become the legal successor of the Trustee herein named, clothed with full power and authority to execute this trust according to its terms. It is further agreed that should this debt be extended merged, or renewed, then such merger, renewal, or extension shall not operate a release of this deed and indemnity, but such indemnity shall continue in full force and effect, it being the true intent and purpose of this instrument to secure the payment of the foregoing debt and to cover any extension merger, or renewal of the same as fully as if said extension, renewal or merger was mentioned and described herein.

In Testimony whereof, Witness my Signature this the First day of January 1905.

Ida D. Bennett.
G. R. Bennett.

State of Mississippi)
Madison County)

Personally appeared before me, A Justice of the Peace of the said County the within named G. R. Bennet and his wife, Ida D. Bennett, who acknowledged that they signed and delivered the foregoing deed on the day and year herein mentioned.
Given under my hand and official seal this the 3rd, day of January 1904.

W. G. Derroh.
-J.P.

Handwritten signature/initials in the left margin.

*Selected in full by payments fall
the notes herein. Mended the 27/07
F. B. Pratt Trustee*

Duncan Taylor)
To Deed of Trust)
F. B. Pratt-Trustee :-
To Secure)
Mrs. M. Y. Stone)

Filed for Record December 19-1904 at 4 P.M.

Recorded January 9-1905 .

WHEREAS, I, Duncan Taylor am indebted to Mrs. M. Y. Stone in the sum of Six Hundred and Three and 50/100 (\$603.50) Dollars, evidenced by three promissory notes of even date herewith, as follows:-

- One note due one year after date for Two Hundred (\$200.00) Dollars;
- One note due two years after date for Two Hundred (\$200.00) Dollars;
- One note due three years after date for Two Hundred and Three and 50/100 (\$203.50) Dollars, with interest at 10% per annum after maturity.

Now, therefore, in consideration of the premises and for the purpose of securing the payment of said debts, I, the said Duncan Taylor hereby convey and warrant to F. B. Pratt, Trustee, the following described property in Madison County, Mississippi, to wit:-

NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Sec. 7. Town. 8, Range 4 East.
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Sec. 7. Town. 8, Range 4 East.

together with all the rents and profits of same until the above notes are all paid.

TO HAVE AND TO HOLD to him the said F. B. Pratt his successors and assigns upon the trusts herein expressed:

If the debts herein provided for shall not be paid when due, said Trustee or his successor shall upon request of said Mrs. M. Y. Stone, or her assigns, take possession of said personal property, and shall sell all the property herein conveyed to the highest bidder, for cash, at public auction, and execute to the purchaser thereof proper deeds of conveyance.

Out of the proceeds of such sale, said Trustee shall pay the expenses of executing the provisions of this deed, including ten per cent of the said proceeds to said Trustee for his services, and shall pay such of the debts herein secured, as may then be unpaid, with all interest due thereon, and the residue, if any, pay to the grantors herein.

Said sale shall be advertised by written notice thereof posted at the south door of the Court house, at Canton, in said County, and at two toher public places in said county for 10 days prior to day of sale.

Such sale shall be made at said Court house door,

The grantors herein, hereby covenat with the said M. Y. Stone that he will keep the taxes upon said property paid; and upon failure of said grantors to so pay said taxes, the said M. Y. Stone or her assigns, may pay said taxes, and the amount so paid by said M. Y. Stone or his assigns, for taxes, shall be added to the debts above mentioned, and payment of same shall be secured by this deed.

If any of the notes above mentioned shall not be paid when due, or if the grantors herein shall fail to perform any of the covenants herein then, and in either of said events, all of the debts secured by this deed shall at the option of the said M. Y. Stone or her Assigns, become at once due and payable and payment thereof enforced by said Trustees in the manner hereinbefore provided.

Said M. Y. Stone, or her assigns, may in writing, appoint some other person to act as trustee in the place of F. B. Pratt whenever she may deem it necessary or expedient so to do, and such appointee shall become vested with all the powers herein conferred upon said F. B. Pratt.

Witness my hand this the 19th day of December 1904.

Duncan Taylor (Seal).

State of Mississippi)
Mandison County)

Personally appeared before the undersigned Clerk of the Chancery Court of the said County, the within named Duncan Taylor, 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 the 19th day of December A. D. 1904.

F. C. McAllister- Clerk.
By E. B. Harrell- Deputy Clerk-

No. 3425. EX PARTE ALICE STEVANSON ET AL. Final Decree Confirming Commissioner's Report.

In the Chancery Court of Madison County, Mississippi.

-Ex Parte Alice Stevanson et al-

This Cause being set for hearing on the report of Commissioners and Decree for Partition and all proceedings had in this cause, and it appearing to the Court that the Commissioners have in all things complied with the law and the order of this Court in making said Partition It is therefore ordered, adjudged and decreed that the said acts of the said Commissioners be approved and said Partition be confirmed and that hereafter Alice Stevanson shall hold as her separate share or part of the said lands ordered partitioned among the said tenants in common Viz:-

THE N 1/2 SE 1/4Sec. 10 and SW 1/4 and W 1/2 SE 1/4Sec. 11. T. 7. N. R. 1. E- free from all the rights title or interest of all the parties to this suit. No. 1.-

Share No (1) One according to said Commissioner's said report, and the plot and survey of said estate, above described, now on file in this Cause, and particularly described as follows:-

Lots, or sub-divisions Nos. 6, 7, 10 and 16 according to said plot or survey- Lots 6, 7, and 10 are 60.24 acres off of East end of South 1/2 SW 1/4Sec. 11. T. 7. R. 1. E,

and Lot 16 is described as beginning at a stake 2.02 chains west of N. E. corner of NW 1/4 of SE 1/4Sec. 10, T. 7. R. 1. E, and run thence west 6.04 chains to a stake, thence south 20.00 chains to a stake, thence East 6.04 chains to a stake, and thence North 20.00 chains to place of beginning- containing in all by estimation 72.32 acres.

Share No. 2.- That Carrol Stevanson shall have and hold as his separate share of said above described lands, partitioned free from all the rights, claims and interest of all the other parties to this suit--Share No. 2, of said estate according to the said Commissioner's said report and said plot and said survey of said estate on file in this Cause and particularly described as follows:-

Share No. 2 consisting of Lots, or sub-divisions Nos. 5, 8, 13, 18, Lots 5 and 8 are NE 1/4 & W 1/4Sec. 11. and Lot 13 is E 1/2 NE 1/4 of SE 1/4Sec. 10 And Lot 18 is 12.08 acres off of West end of N 1/2 SE 1/4Sec. 10- All in T. 7, N.R. 1 E, containing in all 72.33 acres, And Share No. 3.

See original decree

That Phoeby Ann Stevanson shall have and hold as her separate Share of said estate Share No. 3, according to said Commissioner's report and the plot and survey of said estate now on file in this Cause and free from all the rights, titles or interest of all the other parties to this suit and which said share No. 3, is particularly described as follows:-

Lot, or sub-divisions Nos., 4, 9, 12, and 14- Lot No. 4 is- W 1/2 NW 1/4 SE 1/4Sec. 11. and Lot 9 and 12 are- NW 1/4 SW 1/4Sec. 11. and Lot 14 is 12.08 acres off of East side W 1/2 NE 1/4 SE 1/4Sec. 10, T. 7, R. 1, East- and containing by estimation 72.26 acres, and Share No. 4-

Solistines S. Foster do have and hold as her separate estate or part of said lands, free from all the rights, title, and interest of all the other parties to this suit Share No. 4, of said estate according to the said report of the Commissioners and the plot and survey of said estate and particularly described as follows:-

Lots, or sub-divisions, 1, 2, and 15- Lots Nos. 1 and 2 are- E 1/2 of W 1/2 SE 1/4Sec. 11. and Lot 15 is 12.08 acres described as- Beginning at NE Corner of NW 1/4 SE 1/4 saidSec. 10; thence West 2.02 chains to a stake, Thence south 20.00 chains to a stake, thence east 6.04 chains to a stake, thence north 20.00 chains to a stake, and thence West 4.02 chains to place of beginning, estimated to contain 52.20 acres, And- Share No. 5-

That Idella Hilliard do have and hold as her separate share of said estate free from all the right title and interest all the other parties to this suit Share No. 5, according to the said report of said Commissioners, and the plot and survey of said estate on file in this Cause, and composed of lots, or sub-divisions, Nos. 3, 11 and 17- Lot 3 is - Lot 11 is N 1/2 & W 1/2 S 1/4Sec 11

W 1/2 SW 1/4 SE 1/4Sec. 11, And Lot 17 is 12.08 acres described as follows:- -Beginning at a stake 8.06 chains West of NE corner of NW 1/4 SE 1/4 said10 thence West 6.04 chains, to a stake; thence south 20.00 chains to a stake, thence east 6.04 chains to a stake, thence north 20.00 chains to a stake, at place of beginning, containing by estimation 52.24 acres; - And it further appearing to the Court that F. W. Johns served as Commissioner in this Cause 2 days and J. A. Taylor three days and C.S. Cox 2 days and J. P. Dunlap is due for services for making a survey and plot of said lands \$20.00 and that H. B. Greaves Atty. for all parties to this suit is entitled

(See Next Page)

For Plat... and see... 3425

to receive as compensation for his services rendered about this suit \$75.00. It is therefore, ordered, adjudged and decreed by the Court that said Johns and Cox be each allowed \$5.00 and said Taylor \$7.50 and said Dunlap \$20.00 and said Greaves, Atty., \$75.00 and all of which said several sums together with all other costs of this cause shall be a lien on all said above described lands till paid and for which execution may go.

Ordered, adjudged and decreed this the 22nd day of November A. D. 1904.
Robt. B. Mayes-
--Chancellor--

J. A. Weatherford)
To/Deed) Filed for Record January 9-1905 at 3 P.M.
John Wohner) Recorded January 9-1905.

In consideration of (\$3200.00) Thirty Two Hundred Dollars cash paid me by Jno. Wohner, the receipt of which I hereby acknowledge, I convey and warrant to the said Jno. Wohner the lot with the store house there on situated in the City of Canton, in Madison County, Mississippi, described on George and Dunlap's present map of the City of Canton as Lot No. 12 on the North side of Center Street, on the North side of Public Square, said Lot facing 30 feet front on the North side of Center Street, on the North side of Public Square, and running back between parallel lines 200 feet, and being the same property upon which is now located the United States Post Office.

Witness my signature this the 9th day of January 1905.
J. A. Weatherford.

State of Mississippi)
)SS
Madison County)

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court of said County, the within named J. A. Weatherford, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal at my office this the 9th day of Jan. 1905.
F. C. McAllister. - Chancery Clerk.
By W. O. Baldwin - Deputy Clerk.

Frank L. Longshore)
Jasper C. Post) Filed for Record January 6-1905 at 8 A.M.
To/Mortgage) Recorded January 9-1905.
Albert Listenburger)

State of Mississippi)
Madison County.....)

In consideration of One (\$1.00) Dollar, and to secure the balance of the purchase money, due Albert Listenburger for the lands hereinafter described amounting to Five Hundred (\$500.00) Dollars, for which I, Frank L. Longshore and Jasper C. Post, have this day executed and delivered to them the following promissory notes, to wit:-
One note for \$200.00 due December 29th, 1905.
One note for \$150.00 due December 29th, 1906.
One note for \$150.00 due December 29th, 1907.

All of which said notes are of even date herewith, payable to the order of Albert Listenburger and bear interest at the rate of six percent per annum from date until paid. We, the said Frank L. Longshore and Jasper C. Post, do hereby convey and warrant to Albert Listenburger the following land situated in the County of Madison and the State of Mississippi, described as follows:- to-wit:-

Thirty-eight (38) acres in the Northeast corner (N.E. Cor.) of Section Seventeen (17), Township Nine (9), Range Three (3) East. In trust to secure the payment of all of the above described promissory notes when due; and if all and each one of said promissory notes shall not be paid when due the the said Albert Listenburger or any other person or persons, substituted in his place and stead, as herein provided may at that time or any time thereafter, either with or without taking possession thereof, advertise the land herein conveyed for sale, by posting a notice of sale at the south door of the Court-house of said County of Madison, in the City of Canton, ten days before sale, and at the time designated in such notice, and at said door of said Court house, either with or without taking possession thereof, sell the lands herein conveyed at public out-cry to the highest bidder for cash, and out of the proceeds of said sale he shall first pay the costs of sale including a reasonable compensation for his services; which is hereby fixed at ten percent of such proceeds, and he shall pay the residue of such proceeds, or so much thereof as may be necessary to the payment of whatever may remain unpaid of the above described promissory notes, principal and interest and attorney's fees, if any. The balance of such proceeds, if any, he shall pay to the undersigned; their heirs, assigns, or legal representative. The said Albert Listenburger, or any legal holder of all or any one of said notes, whoever it may be, may at any time appoint another person, or successions of persons, to advertise and sell the land herein conveyed, in the place and stead of the said Albert Listenburger, and such other person when so appointed, shall have the power

(See Next Page)

200 paid in July the 1906
1906 - Albert Listenburger
Pr W. O. Baldwin

to do everything which this instrument either expressly, or impliedly authorizes, the said Albert Listenberger to do.

If default be made in the payment of any one of said notes at the time the same falls due, then the said Albert Listenberger, or the legal holders of the remaining note or notes, whoever it may be, may at their option, without notice to me, declare all of said notes to be due and payable, and have the property herein conveyed and sold as herein provided, and the proceeds applied as herein provided, exactly as if all notes were past due and unpaid.

We hereby agree to pay all taxes, State, County and municipal that may be due on the land herein conveyed throughout the continuance of this trust, and if at any time there are taxes due on said land and unpaid, then the said Albert Listenberger, or the legal holder of all or any one of said notes, whoever it may be, may pay said taxes and add the sum so paid with ten percent per annum interest thereon to the amount of such note or notes, and collect the same by a sale of the property herein conveyed, as herein provided exactly as if it were a part of such note or notes, and included therein.

If it shall become necessary to enforce or protect this trust by proceedings or any kind, in any Court then the said Albert Listenberger or the legal holder of all or any one of said notes, whoever it may be, shall be allowed ten (10) percent, upon the amount in controversy under trust to defray the expenses of employing an attorney to conduct such proceedings, which shall be collected out of the proceeds of the sale of the property herein conveyed, whenever and by whomsoever made as an expense to be borne by the undersigned.

Witness our signatures, this the 28th day of December 1904.

Frank L. Longshore (Seal).
Jasper C. Post (Seal)

State of Indiana)
County of Porter)

Personally appeared before me, Jacob E. Hall, A Notary Public in and for said County and State aforesaid, the within named Frank L. Longshore and Jasper C. Post, who acknowledged that they signed and delivered the foregoing and annexed deed of trust on the day and year therein named.

Given under my hand and official seal, this the 31st day of December 1904.

Jacob E. Hall (Seal)-
-Notary Public-

-My Commission expires October 20th 1906.

Isaac Stoner) Filed for Record January 6-1905 at 8 A.M.
To Mortgage)
Albert Listenberger) Recorded January 10-1905.

State of Mississippi)
County of Madison)

In consideration of One (\$1.00) Dollar, and to secure the balance of the purchase money, due Albert Listenberger for the land hereinafter described, amounting to Eight Hundred and Fifty (\$850.00) Dollars, for which I, Isaac Stoner, have this day executed and delivered to him the following promissory notes, to-wit:-

- One note for \$300.00 due December 29, 1905.
- One note for \$300.00 due December 29, 1906.
- One note for \$250.00 due December 29, 1907.

All of which said notes are of even date herewith, payable to the order of Albert Listenberger and bear interest at the rate of six percent per annum from date until paid, I, the said Isaac Stoner, do hereby convey and warrant to Albert Listenberger the following land situated in the County of Madison and the State of Mississippi described as follows:- to wit:-

The North half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of
.....Section Eight (8), Town-ship Nine (9) Range Three (3)E

And Seventeen and two-tenths (17.2) acres in the west half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) ofSection Nine (9), Township Nine (9), Range Three (3) E described as beginning at the Northwest corner of the said Southwest Quarter (SW $\frac{1}{4}$) and running thence South eleven and 43/100 (11.43) chains, thence East fifteen (15) chains, thence North Eleven and 43/100 (11.43) chains, thence West Fifteen (15) chains, to the point of beginning. Less a strip thirty (30) feet in width off of the West end thereof. in trust to secure the payment of all of the above described promissory notes when due; and if all and each of said promissory notes shall not be paid when due, then the said Albert Listenberger, or any other person or persons substituted in his place and stead, as herein provided may at that time or any time thereafter, either with or without taking possession thereof, advertising the land herein conveyed for sale, by posting a notice of sale at the south front door of the Court-house of said County of Madison, in the City of Canton, ten days before sale, and at the time designated in such notice, and at said door of said Court house, either with or without taking possession thereof, sell the land therein conveyed at public outcry to the highest bidder for cash, and out of the proceeds of said sale, he shall first pay the costs of sale including a reasonable compensation for his services which is hereby fixed at ten (10%) percent, of such proceeds, and he shall pay the residue of such proceeds, or so much thereof as may be necessary to the payment of whatever may remain unpaid of the above described promissory notes, principal and interest and attorney's fees, if any, . The balance of such proceeds
(SEE NEXT PAGE)

*For satisfaction see abstract recorded in Book 555 page 445. J.C. McLeod, Clerk
This Dec. 7, 1912
Satisfied for full value Dec 28, 1907 by H.L. Jackson*

if any, he shall pay to the undersigned, his heirs, assigns, or legal representatives. The said Albert Listenburger or any legal holder of all or any one of said notes, whoever it may be, may at any time appoint another person or succession of persons, to advertise and sell said lands herein conveyed, in the place and stead of the said Albert Listenburger, and such other person when so appointed shall have the power to do everything that this instrument either expressly or impliedly authorizes the said Akbert Listenburger to do,

If default be made in the payment of any one of said notes at the time the same falls due, then the said Albert Listenburger, or the legal holder of the remaining notes or note, whoever it may be, may at their option without notice to me, declare all of said notes to be due and payable, and have the property herein conveyed and sold as herein provided, and proceeds applied as herein provided, exactly as if all notes were due and unpaid.

I hereby agree to pay all taxes State, County and Municipal that may be due on the land herein conveyed throughout the continuance of that trust, and if at any time there are taxes due on said land and unpaid, then the said Albert Listenburger or the legal holder of all of any one of said notes, whoever it may be may pay said taxes, and add the sum so paid, with ten percent per annum interest thereon to the amount of such note, or notes, and collect the same by a sale of the property herein conveyed, as herein provided, exactly as if it were a part of such note or notes, and included therein.

If it shall become necessary to enforce or protect this trust by proceedings of any kind, in any Court, then the said Albert Listenburger, or the legal holder of all or any one of said notes, whoever it may be, shall be allowed ten (10) percent upon the amount in controversy under this trust to defray the expenses of employing an attorney to conduct such proceedings, which shall be collected out of the proceeds of the sale of the property herein conveyed, whenever and by whomsoever made as an expense to be borne by the undersigned.

WITNESS My signature this the 29th day of December, 1904.

Isaac Stoner-

State of Indiana)
County of Porter)

Personally appeared before me, Edgar J. Hall, A Notary Public in and for the County and State aforesaid, the within named Isaac Stoner, who acknowledged that he signed and delivered the foregoing and annexed Deed of Trust on the day and year therein named.

Given under my hand and official seal, this the 29th day of December 1904.

Edgar J. Hall. (Seal)

-Notary Public-

-My Commission expires Feb. 16th 1905.

Albert Listenburger) Filed for Record January 6-1905 at 8 A.M.

To/Deed)
Albert Stoner) Recorded January 10-1905.

In consideration of Three Thousand Two Hundred and Sixty (\$3,260.00) Dollars, cash, paid me, Albert Listenburger, by Albert Stoner, the receipt of which is hereby acknowledged, I convey and warrant to Albert Stoner the lands lying, situated and being in Madison County, Mississippi, as follows:-

The Northeast Quarter (NE $\frac{1}{4}$) ofSection Eight (8) and the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)Section Nine (9)- all inTown-ship Nine (9) Range Three (3) East,- less a strip of land Thirty (30) feet in width off of the West end thereof.

This tract of land has never been my homestead.

WITNESS My signature this the 28th day of December A.D. 1904.

Albert Listenburger (SEAL)

State of Indiana)
County of Porter)

Personally appeared before me, Edgar J. Hall, A Notary Public in and for the State and County aforesaid, the within named Albert Listenburger, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

Given under my hand at Valparaiso this the 28th day of December A.D. 1904.

Edgar J. Hall. (SEAL)

-Notary Public-

-My Commission expires Feb. 16th, 1905.

Albert Listenberger)
To/Deed :-
Isaac Stoner)

Filed for Record January 6-1905 at 8 A.M.
Recorded January 10-1905.

In consideration of One Thousand Nine Hundred and Fifty (\$1,950.00) Dollars, cash, paid me, Albert Listenberger, by Isaac Stoner, the receipt of which is hereby acknowledged, I convey and warrant to Isaac Stoner the lands lying, situated and being in Madison County in the State of Mississippi, described as follows:-
The North half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of -----Section Eight (8)-----
.....Town-ship Nine (9) Range Three (3) East, and Seventeen and two-tenths (17 $\frac{2}{10}$) acres in the West half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$).
.....Section Nine (9), Town-ship Nine (9) Range Three (3) East.
described as beginning at the Northwest Corner (N,W) of said Southwest Quarter (SW $\frac{1}{4}$) and running thence South eleven and 43/100 (11.43) chains, thence East fifteen (15) chains, thence North eleven and 43/100 (11.43) chains, thence West fifteen (15) chains to the point of beginning. Less a strip of land thirty (30) feet in width off of the West end thereof.

This tract of land has never been my homestead.

WITNESS My signature this the 28 day of December A.D. 1904.

Albert Listenberger (SEAL)

State of Indiana)
:-SS
County of Porter....)

Personally appeared before me, Adger J. Hall, A Notary Public, in and for the State and County aforesaid, the within named Albert Listenberger, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

Given under my hand at Valparaiso this the 29th day of December A.D. 1904.

Edgar J. Hall (SEAL)

-Notary Public-

-My Commission expires Feb. 16th 1905.-

Albert Listenberger)
To/Deed)
Frank L. Longshore :-
Jasper C. Post)

Filed for Record January 6-1905 at 8 A. M.

Recorded January 10-1905.

IN CONSIDERATION of ONE THOUSAND (\$1,000.00) Dollars, cash, paid me, Albert Listenberger, by Frank L. Longshore and Jasper C. Post, the receipt of which is hereby acknowledged, I convey and warrant to the said Frank L. Longshore and Jasper C. Post the lands lying, situated and being in Madison County, in the State of Mississippi, described as follows:-

Thirty-eight (38) acres in the Northeast Corner (NE Cor.)
Section Seventeen (17), Town-ship Nine (9)
Range Three (3) East.

WITNESS My signature this the 2nd day of January A. D. 1905.

Albert Listenberger. (SEAL)

State of Indiana)
:-
County of Porter)

Personally appeared before me, Edgar J. Hall, A Notary Public in and for the State and County aforesaid, the within named Albert Listenberger, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

GIVEN Under my hand and seal at South Bend this the 2nd day of January

A.D. 1905.

Edgar J. Hall. (SEAL)

-Notary Public-

-My Commission expires Feb. 16th, 1905.-

Cashier, Attached hereto State paid by authority from E. W. Pickens, 2/22/07

BANK OF GOODMAN

Goodman, Miss. No. 1907

Mr. J. C. Allen
Dear Sir
 I have the honor to acknowledge the receipt of your check for \$100.00 in full payment of the account mentioned above. I will also enclose to you a bill for the same amount for the same account as above. I am glad to hear that you are well and hope to see you again in the near future. I am, Sir, very respectfully,
 Your obedient servant,
W. D. Vaughn, Vice-President

*Noted by attached authority from E. W. Pickens as to the: -
 of Lot 4, sec - 20, 7-12, R. 4 E. of 6 1/2 of R. 6 1/4 sec. 26, 7-12, R. 4 E. of
 N. C. M. - alias to the
 -*

One white and red cow 5 years old.
 Four steers about 2 years old.
 And two six months old calves.

All of the crops of cotton, corn and all other agriculture grown by said parties of the first part, or by any laborer, working for them during the year 1905, on any land they may cultivated during said year, in Madison County; also any and be due them for or during said year, said personal property they own and possess, and is now in their possession, the t said Trustee, or any successor, they warrant and agree fore Trust however, that if said parties of the first part shall day of December 1905, pay what may be due said Bank of Good all cost incurred on account of this Deed, then this Deed s default is made in said payments, the Trustee shall take po ty, and then having given ten days notice of the time, plac by posting written notice in one or more public places in M pi, one of said notices to be at the Court House door of s sell said property, or a sufficiency thereof to make said p at the place named in said notice of sale, and apply the p of said above described indebtedness; and the remainder, if be paid over to the grantor herein.

And said Bank of Goodman, or its assigns, or legal re can, at any time they may desire, appoint a trustee in plac or any succeeding Trustee. And should the Trustee at any erty, or any part thereof, endangered as a security for sa. take the same into possession and hold till said payments property is sold aforesaid, even though the indebtedness demanded by the Trustee for either of the purposes as afor the first part, can hold same. It is agreed if any of sai fall due and remain unpaid; then the said Grantee or Trust them due, and may proceed to collect the same by sale of the property

James Green, Jr.
 Hattie Green.

State of Mississippi)
 :-SS
 Holmes County.....)

Personally appeared before me, E. W. Pickens, A Notary Public, for said County, the within named Jas. Green, Jr., and his wife, Hattie Green, who severally acknowledged that they signed and delivered the foregoing Deed of Trust and Agreement, at the time herein named. as their act and deed.
 Given under my hand and seal of Office, this the 2nd day of December 1904.

E. W. Pickens.

-Notary Public-

AUTHORITY TO CANCEL

To the Chancery Clerk of Madison County:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust, executed by James Green, Jr. and his wife Hattie Green to Bank of Goodman and recorded on page 108 of Book No. 1907. This Deed was recorded on the 22d day of July, 1907.

W. D. Vaughn

W. D. VAUGHN, Vice-President. E. W. PICKENS, Cashier.

Andrew Jones)
To/Deed of Trust)
F. B. Pratt- Trustee :-
To Secure-Mrs. F. Wile)

Filed for Record Dec. 10-1904 at 12 M.
Recorded January 10-1905.

Whereas, I, Andrew Jones, am indebted to Mrs. F. Wile of Shreveport, La., in the sum of Seven Hundred Dollars, evidenced by my four promissory notes due as follows- to wit:-

- 1st note due Jan. 1st-1906 \$245.00
- 2nd note due Jan. 1st 1907-\$227.50
- 3rd note due Jan. 1st-1908-\$210.00
- 4th note due Jan. 1st 1909-\$192.50

Said notes bearing interest after maturity at 10% per annum.

Now, therefore, in consideration of the premises and for the purpose of securing the payment of said debts, I, the said Andrew Jones, hereby convey and warrant to F. B. Pratt, Trustee, the following described property in Madsion County, Mississippi, to wit:-

- SW 1/4 NW 1/4Sec. 2. T. 9. R. 2 East.
- SE 1/4 NE 1/4Sec. 3. T. 9. R. 2. East.
- 10 acres in SW Cor. SW 1/4Sec. 35. T. 9. R. 2. East.

Also all my crops of cotton, corn, which I may raise in the year 1905, also the following property now in my possession and unincumbered to wit:-

- One brown mare mule about 9 years old named "Rody".
- One brown mare mule about 8 years old named "Ada"

TO HAVE AND TO HOLD to him the said F. B. Pratt, his successors and assigns, upon the trusts herein expressed.

If the debts herein provided for shall not be paid when due, said Trustee or his successors shall upon request of said Mrs. F. Wile, or her assigns, take possession of said real property, and shall sell the property herein conveyed to the highest bidder, for cash at public auction, and execute to the purchaser thereof proper deeds of conveyence.

Put of the proceeds of such sale, said Trustee shall pay the expenses of executing the provisions of this deed, including 10% percent of the said proceeds to said Trustee for his services, and sha l pay such of the debts herein secured, as may then be unpaid, with all interest due thereon, and the residue, if any, pay to the grantors herein.

Said sale shall be advertised by written notice thereof posted at the south door of the Court house, at Canton, in said County, for ten days prior to day of sale.

Such sale shall be made at said Court House door, or as assigns may direct.

The grantor herein, hereby covenants with the said Mrs. F. Wile, that he will keep the buildings upon said premises insured, for the sum of \$_____, for the benefit of said _____ and _____ assigns, and that he will keep the taxes upon said property paid; and upon failure of said grantors to so insure, or to so pay said taxes, the said Mrs. F. Wile, or her assigns, may insure said property, and pay said taxes, and the amount so paid by said Mrs. F. Wile, or her assigns, for taxes and insurance, shall be added to the debts above mentioned, and payment of same shall be secured by this deed.

If any of the notes above mentioned shall not be paid when due, or if the grantors herein shall fail to perform any of the covenants herein, then, and in either of said events, all the debts secured by this deed shall at the option of the said Mrs. F. Wile or her assings, become at once due and payable, and payment thereof enforced by said Trustee in the manner hereinbefore provided.

Said Mrs. F. Wile, or her assings, may in writing, appoint some other person to act as Trustee in place and stead of said F. B. Pratt whenever she may deem it necessary or expedient so to do, and such appointee shall become vested with all the powers herein conferred upon said F. B. Pratt.

WITNESS my hand this the 9th day of December A. D. 1904.

Andrew Jones. (SEAL)

State of Mississippi)
Madison County.....)

Personally appeared before the undersigned, Chancery Clerk of the said County, the within named Andrew Jones, 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 10th day of Dec. A.D. 1904.

F. C. McAllister- Clerk.

By W. O. Baldwin- Deputy Clerk-

Satisfied under - full case 3rd 1906 F. B. Pratt Trustee

R. H. Thompson) Filed for Record December 14-1904 at 10 A.M.
 Mary E. Thompson)
 To/Deed Trust :- Recorded January 10-1905.
 B.L. Roberts- Trustee)
 Use)
 Mississippi State Bank

DEED OF TRUST

Whereas, R. H. Thompson and his wife, Mary E. Thompson owe Mississippi State Bank of Canton, Miss., the sum of One Thousand (\$1000.00) Dollars, evidenced by note of even date herewith due and payable to the Order of the Mississippi State Bank with 8% interest. And whereas R. H. Thompson and wife are anxious to secure the payment of said indebtedness at the maturity thereof: Therefore, in consideration of Five Dollars, to us paid by B. L. Roberts, (Trustee) the receipt whereof is hereby acknowledged, the said R. H. Thompson and wife, do hereby convey and warrant unto B. L. Roberts, Trustee, the lands and property situated in the County of Madison, and State of Mississippi, described as:-

Lots Six (6) and Seven (7) in Block 44 situated in the town of Ridgeland as shown by plot thereof now on file in the Chancery Clerk's Office at Canton, Mississippi. The said property is insured in the sum of \$1500.00 which policy is hereby transferred to the said Mississippi State Bank, with written clause there in that loss if any payable to Mississippi State Bank as their interest may appear.

The property herein described is our residence in Ridgeland Miss. This conveyance in trust: Should we pay said indebtedness and interest owing thereon at maturity, this conveyance shall be void, otherwise at the request of said Mississippi State Bank, or either of them, the said B. L. Roberts or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having given 10 days notice of the time, place and terms of sale, by posting written notices at three public places in said county; and out of the proceeds arising from such sale the costs and expenses of executing this Deed of Trust shall be first paid, next the amount of said indebtedness then remaining unpaid, and lastly any balance remaining shall be paid to R. H. Thompson.

The said Mississippi State Bank or either of them are hereby authorized to appoint another trustee in the place of said B.L. Roberts if from any cause the said B. L. Roberts shall not be present, able and willing to execute this trust; and such appointee shall have full power as trustee herein.

WITNESS our signature this the 5th day of December 1904.

R. H. Thompson.
 Mary E. Thompson.

State of Mississippi)
 Villiage of Ridgeland)
 Madison County)

Personally appeared before me the undersigned P. L. Porter, Mayor of Ridgeland, and Ex Officio J. P. in and for said County, and Villiage and State, R. H. Thompson and wife, Mary E. Thompson, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand, this the 5th day of December A. D. 1904.

P. L. Porter.-

-Mayor of Ridgeland and Ex Officio J.P.-

Ole C. Oleson) Filed for Record January 10-1905 at 11 A.M.
 To/War. Deed :-
 P. J. Stewart) Recorded January 10-1905.
 Annie Stewart)

KNOW ALL MEN BY THESE PRESENTS:-

That Ole C. Oleson, a single man of Palo Alto County, State of Iowa, in consideration of the sum of Six Hundred and no/100---Dollars, in hand paid by P. J. Stewart and Annie Stewart, of Madison County, State of Mississippi, do hereby sell and convey unto the said P. J. Stewart and Annie Stewart the following described premises, situated in Madison County, Mississippi, :-

The East one-half of the North east quarter of ... Section Four (4) in Town-ship Ten (10), Range Three (3) East, containing Eight (80) acres more or less.

TO HAVE AND TO HOLD The premises above described with all the appurtenances unto the said P. J. Stewart and Annie Stewart and their heirs and assigns forever, and I do hereby covenant with the said P. J. Stewart and Annie Stewart that I am lawfully seized of said premises; and that they are free from incumbrance; that I have good right and lawful authority to sell and convey the same; and that I do hereby covenant to WARRANT AND DEFEND the title to said real esate and appurtenances thereto belonging, against the lawful claims of all persons whomsoever; and I do hereby relinquish all right of dower and all other right under the Homestead Laws of the State of Mississippi, in and to the above described premises.

Signed this the 29th day of December A. D. 1904.

Ole C. Oleson.

(SEE NEXT PAGE FOR ACKNOWLEDGMENT)

*Subst. filed in full Sept 24-1906
 Miss State Bank
 by Carrie King*

State of Iowa)
County of Palo Alto)

Filed for Record

On this 29th day of December A. D. 1904, before me; A Notary Public in and for said County, personally came Ole C. Oleson, single man, to me personally known to be the identical person whose name is affixed to the above deed as grantor and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and notorial seal, the day and year last above written.

C. S. George-

-Notary Public in and for Palo Alto County Iowa-

-My commission expires July 4-1906-

State of Iowa)
Palo Alto County)

Personally appeared before me, C. S. George, A Notary Public in and for said County, the within named Ole C. Oleson, a single man, who acknowledged that he signed 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 7th day of January A.D. 1905.

C. S. George,

-Notary Public- in and for
Palo Alto Co., Iowa-

Lucile S. Melton)
To/ Deed :-
Louis McNeal)

Filed for Record Jan. 7-1905 at 1 P.M.

Recorded January 10-1905.

For and in consideration of the sum of \$160.00 cash in hand paid me by Louis McNeal, the receipt of which is hereby acknowledged, I, Lucile S. Melton, convey and forever warrant unto the said Louis McNeal the following described property- to wit:- The South half of the North half of Lot Three, and more particularly described as the:-

S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ ofSec. 6. Town. 7. Range 3 East all in Madison County and the State of Mississippi, - Intending by this deed to convey the South half of the part of Lot 3, that was conveyed to me by Emma L. Davis, on the 24th day of September 1902, by deed recorded in Book of Records in said Madison County Mississippi, No. III" on Page "356". To have and to hold unto him the said McNeal, his heirs and assigns forever; and I warrant the title against all persons lawfully claiming the same, except for taxes due on and after the First day of January 1904.

In witness whereof I have hereunto set my hand and affixed my seal this the 31st day of December A. D. 1904.

Lucile Melton (SEAL).

State of Mississippi)
:-SS
County of Madison)

Personally appeared before me, the undersigned A Justice of the Peace in and for said County and State the within named Lucile S. Melton, who acknowledged that she signed, sealed and delivered the foregoing deed of conveyance on the day and year therein mentioned as her free and voluntary act and deed.

Given under my hand and official seal at office, this the 31st day of December A. D. 1904.

W. J. Smith

-Justice of the Peace-

A. J. McKay)
To/Deed :-
J. E. Gober)

Filed for Record January 9-1905 at 9 A.M.

Recorded January 10-1905.

-State of Mississippi)
County of Madison)

In consideration of Sixty (\$60) Dollars, cash, paid and one promissory note for One Hundred and Ten Dollars due Nov. 1st A.D. 1902 given by J. E. Gober, I convey and warrant to said J. E. Gober, the following described land- to wit:-

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ofSec. 33. T. 11. R. 5 East, situated and lying in Madison County, Miss.;

Witness my signature this January 27th, A. D. 1902.

A. J. McKay.

Leake County)
Mississippi)

Personally appeared before the undersigned Member of the Board of Supervisors in said County and State, A. J. McKay, who acknowledged that he signed and delivered the foregoing land deed on the day and year therein mentioned as his act and deed.

Given under my hand this the 1st day of February 1902.

J. S. McCauley-

-M. B. S.

Part of a number been cancelled by report of C.C. McArthur holder of this note & order was Co. 11400 will be cancelled

Mary C. McKee) Filed for Record January 7-1905 at 3 P.M.
To/Deed :-
Jesse W. Davis) Recorded January 10-1905.

State of Mississippi)
County of Madison ..)

For and in consideration of the sum of \$50.00 cash in hand paid to me by Jesse Davis, and the further consideration of the execution and delivery by him to me of his promissory _____ for \$130.00, bearing 10% from maturity and due Nov. 15th, 1905, I hereby convey and warrant to him the following land in said County and State, to wit:-

That part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ ofSec. 33. T. 10. R. 3 East. which lies south of the public road, and being estimated to be 9 acres, and I agree to pay the taxes for the year 1904, but the grantee is to pay the taxes hereafter, and the vendor's lien is expressly retained to secure the payment of the note, and by the acceptance of this deed and the execution of his note the grantee herein agrees that upon default in the payment of said note that I may without any Court proceeding advertise said land for 10 days and sell the same to pay said note.

Witness my signature this November 15th A. D. 1904.
Mary C. McKee.

State of Florida)
:-SS
Orange County)

This day personally appeared before the undersigned Chancery Clerk of said County and State, Mrs. Mary C. McKee, who acknowledged that she signed and delivered the above instrument on the day and date thereof as her own act and deed and for the purposes therein named.

Given under my hand and seal of office this _____

(SEAL)

B.M. Robinson- Chancery Clerk,
By M. A. Howard, D.C.

Mary C. McKee) Filed for Record January 7-1905 at 2 P.M.
To/Deed :-
Hannah Stokes) Recorded January 10-1905.

State of Mississippi)
Madison County

For and in consideration of the sum of \$110.00 cash in hand paid to me by Hannah Stokes, and the further consideration of the execution and delivery by her to me of her promissory note for \$55.00 bearing interest at 10% after maturity and due November 15th, 1905, I hereby convey and warrant to her the following land in said County and State to wit:-

That part of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of ...Sec. 33. T. 10.R.3 East which lies south of the public road, being 8.02 acres, and I agree to pay the taxes for the year 1904, but grantee pays taxes hereafter, and the vendor's lien is expressly retained to secure the payment of said note, and by the acceptance of this deed and the execution of said note grantee agrees upon default in the payment of said note that I may without any Court proceedings enter into and take possession of said land and sell the same to pay said note.

Witness my signature this the 15th day of November A. D. 1904.
Mary C. McKee.

State of Florida)
:-SS
Orange County

This day personally appeared before me, the undersigned Clerk of the Chancery Court of said County and State, Mrs. Mary C. McKee, who acknowledged that she signed and delivered the above instrument on the day of the date thereof and for the purposes set forth, as her own act and deed.

Given under my hand and seal of office, this _____

(SEAL)

B. M. Robinson- Chancery Clerk-
By M. A. Howard- D. C.

Mrs. A. B. Blakeman)
To/Deed :-
P. R. Sutherland, Jr.)

Filed for Record Jan. 7-1905 at 4 P.M.
Recorded January 11-1905.

In consideration of the conveyance by P. R. Sutherland Jr., of certain lands to E. W. Melvin for my benefit and the further consideration of Two Hundred and Eighty Five Dollars to be paid hereafter by said P. R. Sutherland, Jr., I hereby convey and warrant to him my undivided one-half interest in the following lands in Madison County, Miss., to wit:-

- SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 19. T. 11. R. 5 East.
- E $\frac{1}{2}$ SE $\frac{1}{4}$ less 10 acres in SW CornerSec. 24. T. 11. R. 4. E.
- 50 acres east of road on east end of NE $\frac{1}{4}$..Sec. 25. T. 11. R. 4.
- Lots 3 and 4 west of Indian boundary line inSec. 19. T. 11. R. 5 E.
- Lots 1 and 2 west of said boundary line inSec. 30. T. 11. R. 5 East

less 50 acres on Lot 1 conveyed by the grantor and grantor herein to E. W. Melvin on the 28th Nov. 1904, of record in Book "NNN"- Page "548" to which reference is made for a full description of the 50 acres excepted from the deed in said Lot 1- and the grantor herein expressly releases the vendor's lien on said lands for the payment of the \$285.00 and conveys said land free from any lien thereon.

Witness my hand and signature this the 2nd day of January 1905.
Anne Belle Blakeman.

State of Mississippi)
:-SS
Madison County

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court of the said County, the within named Anne Belle Blakeman, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Given under my hand and official seal, at office, this the 7th day of January A.D.1905.
F. C. McAllister- Clerk-
W. O. Baldwin- D.C.

Sara G. Herron)
To/War. Deed :-
J. H. Myers)

Filed for Record January 5-1905 at 4 P.M.
Recorded January 11-1905.

THIS INDENTURE WITNESSETH:- That the grantor Mrs. Sara G. Herron, a widow, of the City of Chicago, in the County of Cooke, and State of Illinois for and in consideration of the sum of One Hundred Dollars, in hand paid, Convey and Warrant to J. H. Myers, of the City of Jackson, County of _____ and State of Mississippi the following described real estate, to wit:-

Lots Eleven (11) and Twelve (12) in Block Twenty-nine (29) as now laid down on plat filed and recorded in the office of the Chancery Clerk, situated in the Village of Ridgeland, County of Madison in the state of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead laws of this State.

Dated this eleventh day of April A. D. 1904.
Mrs. Sara G. Herron. (SEAL)

State of Illinois)
:-
County of Cook)

I, Henry Fash, A Notary Public in and for said Court in the State aforesaid, do hereby certify that Mrs. Sara G. Herron, a widow, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the waiver and waiver of the right of homestead.

Given under my hand and notarial seal, this the Eleventh day of April A. D. 1904.
Henry Fash-
-Notary Public-

Sarah G. Herron)
To/War. Deed :-
Joseph H. Myers)

Filed for Record January 5-1905 at 4 P.M.
Recorded January 11- 1905.

THIS INDENTURE WITNESSETH:- That The Grantor, Sarah G. Herron, a widow, of the City of Chicago, in the County of Cook and State of Illinois, for and in consideration of the sum of Thirty-Five (\$35) Dollars, in hand paid, Conveys and Warrants to Joseph H. Myers, of the City of Memphis, County of _____ and State of Tennessee, the following described real estate, to wit:-

A Four (4) Lot (6) Black Sixteen (16) as now laid down on plat of alterations and additions to the Highland Colony, filed and recorded in the office of the Chancery Clerk. - Situated in the Highland Colony County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Laws of this State.

Dated this the Ninth day of September A. D. 1904.

Sarah G. Herron- (SEAL)

State of Illinois)
:-SS
County of Cook)

I, Henry D. Baker, A Notary Public in and for said County in the State aforesaid, Do Hereby Certify, That Sarah G. Herron, a widow, who is personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged, that he signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given Under my hand and notarial seal, this the Ninth day of September A. D. 1904.

Henry D. Baker-

-Notary Public-

Ida E. Allen)
To/War. Deed :-
Joseph H. Myers)

Filed for Record January 5-1905 at 4 P.M.
Recorded January 11-1905.

THIS INDENTURE WITNESSETH:- That the Grantor Ida E. Allen, A spinster, of the City of Chicago, in the County of Cook, and State of Illinois for and in consideration of the sum of Thirty-five (\$35) Dollars, in hand paid, Conveys and Warrants to Joseph H. Myers, of the City of Memphis, County of _____ and State of Tennessee the following described Real Estate, to wit:-

A Five (5) Lot Six (6) Black Sixteen (16) as now laid down on plat of alterations and additions to Highland Colony filed and recorded in the office of the Chancery Clerk. - Situated in the Highland Colony County of Madison and State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this the Ninth day of September A. D. 1904.

Ida E. Allen.

State of Illinois)
:-SS
County of Cook)

I, Henry D. Baker, A Notary Public in and for said County in the State aforesaid, Do Hereby Certify, That Ida E. Allen, a spinster, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given Under my hand and Notarial seal, this the Ninth day of September A. D. 1904.

Henry D. Baker-

-Notary Public-

Lulu E. Colver.)
To/War. Deed :-
Highland Colony Co.)

Filed for Record January 6-1905 8 A.M.
Recorded January 11-1905.

- THIS INDENTURE WITNESSETH:- That The Grantor Lulu E. Colver City of Lansing in the County of Ingham and State of Michigan for and in consideration of the sum of One Hundred and Eighty Dollars, in hand paid, Convey and Warrant to The Highland Colony Company of the Villiage of Ridgeland, County of Madison, and State of Mississippi, the following described Real Estate, to wit:-

Lot Six (6) Block Thirty-four (34) as laid down on plast now on file in the Office of the Chancery Clerk of Madison County, - situated in the Highland Colony in the County of Madison in the State of Mississippi hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 11th day of July A. D. 1904,

Lulu C. Colver-

Witnesses:-

G.W. Coleman.
H. P. Bartlett.

State of Michigan)
:-SS
County of Ingham)

I, Henry P. Bartlett, A Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, That Lulu E. Colver, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set for the including release and waiver of the right of homestead.

Given under my hand and seal, this the 16th, day of July A. D. 1904.

Henry P. Bartlett-

-Notary Public-

Com. expires, Jan. 11-'05-

Clara S. & Frank Everts)
To/War. Deed :-
Highland Colony Company)

Filed for Record January 7-1905 at 5 P.M.
Recorded January 11-1905.

THIS INDENTURE WITNESSETH:- That the Grantors Clara S. Everts and Husband, Frank Everts, of the Villiage of Ridgeland, in the County of Madison and State of Mississippi, for and in consideration of the sum of Eight Hundred Fifty and 00/100 (\$850.) Dollars, in hand paid, Convey and Warrant to The Highland Colony Company - A Corporation domiciled at Ridgeland, County of Madison, and State of Mississippi, the following described real estate- to wit:-

Lots 6 and 7, Block 44, Highland Colony, as shown by plat thereof on file in the Chancery Clerk's Office at Canton, Mississippi, consisting of 20 acres, more or less, in the County of Madison in the State of Mississippi, hereby release and waiving all rights under and by virtue of the Homestead Exemption Laws of this State,

Dated, This fifth day of January A. D. 1905.

Clara S. Everts. (SEAL)
Frank Everts. (SEAL)

State of Mississippi)
County of Madison :-SS
Villiage of Ridgeland)

I, P. L. Porter, Mayor of Ridgeland & Ex Officio J.P., in and for said County, in the State aforesaid, Do Hereby Certify That Clara S. Everts and Frank Evertspersonally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged, that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Official seal, this the 5th day of January A.D. 1905.

P. L. PORTER.

-Mayor of Ridgeland & Ex Officio J.P.-

W. B. Hinton)
To/Extension)
British & American Mtg. Co.)

Filed for Record December 31-1904 at 4 P.M.

Recorded January 11-1905.

20
23
5

EXTENTION AGREEMENT-

THIS INDENTURE, made the 1st day of Novemner 1904, by and between the British and American Mortgage Company Limited, the holder of a certain promissory note for \$540.00 Five Hundred and Forty Dollars due November 1st 1904, given W. B. Hinton, and secured by a certain deed of trust on real estate in Madison County, State of Mississippi, dated the 13th day of November A. D. 1899, and recorded in Book "KKK", page "145", party of the first part, and W. B. Hinton, claiming to own the equity of redemption in said mortgage premises, of the second part.

WITNESSETH:-That the said parties, for themselves and their representatives, hereby mutually agree that the time for the payment of said sum of, (\$540 Five Hundred and Forty Dollars, being part of said mortgage debt shall be, and the same is, hereby extended for the term of five years from the 1st day of November 1904, and the same is to bear interest from said date until maturity at the rate of _____ per centum, and that both principal and interest shall be payable as follows:- viz:-

- \$540. Five Hundred and Forty Dollars of Principal November 1st 1904 (fixed)
- \$ 43.20 Forty-three & 20/100 Dollars of Interest November 1st 1905 (fixed)
- \$ 43.20 Forty-three & 20/100 Dollars of Interest November 1st 1906 (fixed)
- \$ 43.20 Forty-three & 20/100 Dollars of Interest November 1st 1907 (fixed)
- \$ 43.20 Forty-three & 20/100 Dollars of Interest November 1st 1908, (fixed)
- \$ 43.20 Forty-three & 20/100 Dollars of Interest November 1st 1909, (fixed)

all bearing interest at the rate of ten per cent per annum, from maturity until paid, and the said party, of the second part for himself, his heirs, assigns, executors, administrators, hereby covenants agrees and promises to pay to the said BRITISH AND AMERICAN MORTGAGE COMPANY (Limited), its successors or assigns, the said sum of Five Hundred and Forty Dollars, with the interest thereon in one installment as hereinbefore specified,

It is expressly understood and agreed that the said deed of trust and note hereinbefore mentioned are referred to and made part of this indenture, and that nothing herein contained shall be construed to impair the security of said party of the first part, its successors or assigns, under said trust deed and note, nor affect nor impair any rights or powers which said mortgagee, its successors or assigns, may have under said note, and trust deed for the recovery of the mortgage debt with interest, in case of the non-fulfillment of this agreement by said party of the second part, and that the said trust deed is continued in all its full force and effect as security for the said debt, and the Chancery Clerk of Madison County is hereby empowered to enter an extension of the lien upon the margin of the record of the hereinbefore mentioned trust deed as provided in Art. 2462 of the Code of Mississippi of 1892.

IN WITNESS WHEREOF, the said party of the first part has caused its seal to be affixed, and has hereunto set its hand by two of its Directors, and the party of the second part has hereunto set his hand the day and year first above written.

W. B. Hinton.

British and American Mortgage Company (Limited)

By

A. R. Shattuck)
L. H. Graham)-Directors.

State of Mississippi)
County of Madison ..)

Personally appeared before me, the undersigned Justice of the Peace, the within named W. B. Hinton, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this the 20th day of December A.D. 1904.

C. D. Bennett-

-Justice of the Peace-

State of New York)
County and City of New York.)

Personally appeared before me, Charles P. Rowland, A Notary Public in and for said VCounty, and State, residing in the City of New York, duly commissioned, qualified and acting the British & American Mortgage Company (Limited) by Albert R. Shattuck and Lionel H. Graham, two of its Directors, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, as the act and deed of said Company.

Given under my hand and seal this the 29th day of December A.D. 1904.

Charles P. Rowland-

Notary Public County of New York, N.Y.

A. H. Heath)
Anne A. Heath)
To/Deed of Trust :-
Jules Stiffel)
To secure-Norman Hannach)

Filed for Record January 11-1905 at 3 P.M.
Recorded January 11-1905

WHEREAS, we, A. H. Heath and Anna A. Heath, are indebted to Norman Hannach in the sum of Six Thousand (\$6000.00) Dollars, evidenced by our two promissory notes of even date herewith as follows:-

- One note for \$1,00.00 due Jan. 2-1910 bearing 10% interest from date payable annually from date.
- One note for \$5,000.00 due Jan-2-1910, bearing 8% interest from date, payable annually from date.

Now, therefore, in consideration of the premises and for the purpose of securing the payment of said debts, we, the said A. H. Heath and Anna A. Heath, hereby convey and warrant to Jules Stiffel, Trustee, the following described property in Madison County, Mississippi - to wit:-

- W $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 3. T. 10. R. 3 E.
- W $\frac{1}{2}$ Sec. 3. T. 10. R. 3 E.
- SE $\frac{1}{4}$ Sec. 4. T. 10. R. 3 E.
- 40 acres off N. end NE $\frac{1}{4}$ N. of Doake CreekSec. 9. T. 10. R. 3 E.
- 27 acres off N. end W $\frac{1}{2}$ NW $\frac{1}{4}$ N. of Doaks CreekSec. 10. T. 10. R. 3 E.
- SE $\frac{1}{4}$ Sec. 28. T. 11. R. 3 E.
- E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 33. T. 11. R. 3 E.
- NW $\frac{1}{4}$ Sec. 34. T. 11. R. 3 E.
- W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34. T. 11. R. 3 E.

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50
160
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1787

To have and to hold to him the said Stiffel his successors or assigns, upon the trusts herein expressed.

If the debts herein provided for shall not be paid when due, said Trustee or his successors, shall upon said request of said Hannach, or his assigns, take possession of said personal property, and shall sell all the property herein conveyed to the highest bidder, for cash, at public auction, and execute to the purchaser thereof proper deeds of conveyance.

Out of the proceeds of such sale, said Trustee shall pay the expenses of executing the provisions of this deed, including ten per cent of the said proceeds to the said Trustee for his services, and shall pay such of the debts herein secured, as may then be unpaid, with all interest due thereon, and the residue, if any, pay to the grantors herein.

Said sale shall be advertised by written notice thereof posted at the south door of the Court house at Canton, in said County, and at Two other public places in said County for 30 days prior to day of sale.

Such sale shall be made at said Court house door, .
The grantors, herein, hereby covenant with the said Hannach that they will pay the interest on the above notes, annually, as above provided, and that in the event of a default all of the indebtedness shall become due as hereinafter provided. - and that they will keep the taxes upon said property paid; and upon failure of said grantors to so insure, or so to pay said taxes, the said Hannach, or his assigns, may insure said property, and pay said taxes, and the amount so paid by said Hannach or his assigns, for the taxes and insurance, shall be added to the debts above mentioned, and payment of same shall be secured by this deed.

If any of the notes above mentioned shall not be paid when due, or if the grantors herein shall fail to perform any of the covenants herein, then, and in either of said events, all the debts secured by this deed shall at the option of the said Hannach or his assigns, become at once due and payable and payment thereof, enforced by said Trustee in the manner hereinbefore provided.

Said Hannach, or his assigns, may in writing, appoint some other person to act as Trustee, in place of said Stiffel whenever he may deem it necessary or expedient so to do, and such appointee shall become vested with all the powers herein conferred upon said Stiffel.

Witness our hands, this the 2nd day of January 1905.

A. H. Heath (SEAL)
Annie A. Heath (SEAL)

State of Mississippi)
:-SS
Madison County.....)

Personally appeared before the undersigned, Chancery Clerk of the said County, the within named A. H. Heath and Annie A. Heath, 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, this 11th day of January A. D. 1905.
F. C. McAllister- Clerk.
By W. O. Baldwin- D. C.

*Attested Dec 6 1905 by J. P. a signed race from
W. R. Bridgforth to + wife + my possession*

B. C. Mabry)
To/Deed of Trust)
W.R. Bridgforth-Trust:-)
Bank of Pickens)
Filed for Record January 2-1905 at 2 P.M.
Recorded January 11-1905.

THIS INDENTURE, Made and entered into this the 31st day of December A. D. 1904, between B. C. Mabry, of the first part, W. R. Bridgforth, as Trustee, herein, of the second part, and Bank of Goodman of the third part- WITNESSETH:- That said party of the first part in consideration of the sum of Ten Dollars, as well as for the further consideration herein after mentioned, does hereby convey and warrant unto said Trustee and his successor or successors, the following described property, situated in the County of _____ and State of Mississippi-
to wit:-

Madison

NE 1/4 of _____
SW 1/4 of _____

East.
East.

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...AUTHORITY TO CANCEL...
TO THE CHANCERY CLERK of Madison County.
You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by B. C. Mabry of Bank of Pickens and recorded on page 638 of book No. XXX This 12 day of May 1905
Bank of Pickens
the third part, with it

is not a Home-
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ditions, to-wit:-
aid party of the
videnced by a cer-
e Nov. 1st, 1905
on at the rate of

percent, per annum maturity until paid. And whereas, said party of the first part desires to secure, and hereby agrees, to secure the prompt payment of whatever sum or sums, of money may be due and owing to the said party of the third part, as aforesaid, and all costs incurred on account of this deed. Now if said party of the first part shall pay off and discharge said above named indebtedness at maturity, then this conveyance to be void, but if default is made in payment of said sums or sums of money - or any portion thereof, said Trustee or his successor, shall at the request of the said party of the third part, take possession of all the property conveyed under this deed, and after giving ten days notice of the time, place and terms of sale, by posting notices thereof in three or more public places in said County, proceed to sell, at public auction, at some convenient place in said County, to be designated in said notice, to the highest bidder for cash, all of said property, or a sufficiency thereof, to satisfy said indebtedness, and interest thereon, and the cost of executing this deed, and the proceeds of said sale, shall be applied, first, to the payment of said indebtedness, interest and cost, and the balance, if any there be, shall be paid to the party of the first part, his heirs, assigns or legal representatives. It is understood and agreed by and between the parties to this deed, that should the amount furnished as aforesaid, at any time exceed the aforesaid sum of Two Hundred and Seventy five Dollars, said excess shall be, and the same is hereby secured under this deed of Trust, that said party of the third part, or its legal representatives or assigns, may at any time appoint, in writing, endorsed or written upon this deed, a Trustee in the place of the one herein named, or any successor of him, whose acts and doing under and by virtue of the Deed shall be as valid and binding as if done by the Trustee herein first mentioned; and should said party of the third part, at any time, believe said property, or any part thereof, in any way endangered as a security for the above named indebtedness, the Trustee hereunder shall, at the request of said third party, take said property into his possession, and manage, control and hold the same, until said indebtedness is fully paid and satisfied, or until said property is sold as aforesaid; but until demanded or taken possession of by said Trustee for either of the purposes aforesaid, said property can remain in the possession of said party of the first part.

IN TESTIMONY WHEREOF, The party of the first part has hereunto set his hand and this the 31st day of Dec. 1904.

B. C. Mabry.

State of Mississippi)
Holmes County

Personally appeared before me, W. S. Pierce, a J. P. in and for said County and State, the within named B. C. Mabry, who acknowledged that he signed and delivered the foregoing deed of trust on the day and year therein mentioned.

Given under my hand and seal of office, this the 31st day of Dec. 1904.
W. S. Peirce-

-J. P.

Attested by authority from B. C. Pickens Trustee - This 14th Dec 1905

Satisfied by authority of Powers of Attorney filed this day 1939
of record in Book 14 555 page
12/3/12
J. E. M. [unclear]

P. & Hales & wife
to Edward Rice trustee, was Geo. St. Bol. [unclear]

Filed for record June 26 1907 9.05 A.M.
Recorded June 26-1907

State of Mississippi }
County of Madison }

This indenture made 25 day of June A.D. 1907 between Cary Hales his wife Mattie Hales joining herein of the County & State of Iowa of the first part and Edward N. Rice of the County of Chatham and State of Georgia as trustee as hereinafter named of the 2nd part - Whereas the said party of the first part, being a member and holder of eighteen shares of Class E stock in the Georgia State Building & Loan Association of Savannah & a corporation under the laws of the State of Georgia as per certificate No. 2458 in series No. 206 has obtained an advance of Eighteen hundred (\$1800.00) Dollars, in accordance with the bylaws of rules and regulations of said Association, being the matured value of said shares; evidenced by the bond of obligation of even date herewith conditioned to pay said association on or before the last business day of each and every month until six (6) monthly payments have fallen due and been paid, the sum of thirty & 00/100 (\$30.00) Dollars as installments upon the stock, and at the same time the further sum of Seven & 47/100 (\$7.47) Dollars as interest upon said advance, and other covenants and conditions in said bond set forth, reference to the same being hereby expressly made. And whereas the said party of the first part desires to fully protect the said Association in the interest of all the stock holders by a conveyance of the real estate hereinafter more fully described, and thus secure the faithful performance of all the covenants and conditions in the said bond contained; Now Knoweth this Indenture witnesseth that the said parties of the first part hereby convey and warrant unto the said party of the second part as trustee and his successors in the trust, and assigns, the following described real estate situated in the County of Madison State of Mississippi to wit:

All lot seven (7) and eight (8) square foot (4) in Allen's addition to the town of Flora, being with with corners of said square foot (4) and bounded north by [unclear] Street together with the improvements and appurtenances thereto belonging, to have and hold the said premises on the following uses and trusts, so long as all the conditions and covenants of the bond are complied with to permit the party of the first part to use and occupy the said premises and in the event of default in payment of installments on said stock or interest for the space of three months or non payment of insurance, taxes, assessments, or other charges in which event the entire debt shall become due and payable, at the option of said association - the said party of the second part, as trustee, or his successors, shall proceed to sell the said property at public outcry to the highest bidder for cash

W. J. [unclear]

in front of the Clerk's Office of said County, the same notice of the time, place and terms of sale, being given as provided by law in case of sheriff's sales of real estate, at which sale the said association may become a bidder and to execute a deed of Conveyance to the purchaser at such sale, which shall vest the full and perfect title in such purchaser freed from trusts and equities. It being expressly covenanted that in event of sale by said trustee the party of first part will deliver peaceable possession to such purchaser; and out of the proceeds of such sale, first to pay the fees, costs and expenses of execution of trust, including reasonable attys fees and commissions to said trustee for his services, such fees and commissions not to exceed ten per cent of the amount of the indebtedness, and to be secured hereby as though a part of the original advance, then to pay to said association the amount of said indebtedness due to it under said bond, and, if any surplus remains, the same to said party of the first part, his heirs, executors, administrators or assigns. And it is covenanted and agreed that the said party of the first part shall promptly reimburse the said association and said trustee for all reasonable attorneys fees incurred by it or him in any litigation arising out of said advance, in the collection thereof, the protection of the lien of the conveyance, or defence of said association or trustee. Such attorneys fees if not paid to form a part of the debt to be secured hereby. In the event of the death or resignation of the said trustee or his successor or his refusal to act when requested, or for any cause, a new trustee may be desired, such new trustee may be appointed by the then President of the said association by any instrument in writing, with all the rights and powers of the original trustee. This power of appointment and substitution to be irrevocable by death of the party of the first part or otherwise. And it is further provided that in case of default of any of the conditions of said bond, the death of party of first part, testate or intestate, shall not hinder or delay the execution of the trust, whether or not there be administration of the estate. The by laws of said association are made part and part of this Conveyance. Witness their signatures the day and year above written.

Percy E. Haly
 Walter F. Haly

State of Mississippi
 County of Madison

Personally appeared before the undersigned Dora Haly an acting Notary Public of the State of Florida in and for said County and State, the within named Percy E. Haly and Walter F. Haly his wife, who each severally acknowledge that he or she signed and delivered the foregoing deed of trust on the day and year therein mentioned. Given under my hand the 25th day of June 1907

Dora Haly
 Notary Public