

W. G. Dorroh - Trustee

Trustees Smith Chapel) Filed for Record Jan. 2nd-1905 at 10 A.M.

To)
J. F. Dorroh-Trustee) Recorded January 13-1905.

Use-- W. G. Dorroh)

THIS TRUST WITNESSETH:- That whereas, J. A. Smith, J. H. Hubbs, Chas. Hubbs, J. P. Palmer, John Cleveland, and Ed Coleman, Trustees Smith Chapel, - the grantors owe W. G. Dorroh, the beneficiary, \$136.10 evidenced by promissory note of even date herewith, and said beneficiary has agreed to furnish said grantor plantation and family supplies, clothing and shoes, from time to time as needed between now and the day of A. D. 190... Now to secure all said indebtedness and interest, and in consideration of \$10.00 received from J. F. Dorroh - the trustee, said grantors convey to said Trustee that land and personalty in the County of Madison and State of Mississippi, described as said grantors entire interest in ..

One acre out of the South-east corner of the North-east 1/4Section 4-T. 7-R. 2 E, with such buildings situated said land, consisting of one Church building called Smiths Chapel, and a residence - All being in the County of Madison, State of Miss.

In trust to be void if said grantors pay all said indebtedness with interest at maturity, and costs of this conveyance, in default of which payment in whole or in part said trustee or any one else in writing appointed by said beneficiary or his assigns shall take possession of said property, real and personal, and sell it, or so much thereof as may be necessary at Madison, Miss., for cash to the highest bidder, after giving ten days' notice of the time, place and terms of sale, with description of the property to be sold by posting in writing in three public places in Madison County and make valid conveyances to purchasers, and, from proceeds of such sale, he shall first pay costs of this conveyance, then retain his own reasonable commissions, then pay said indebtedness and any balance to said grantor.

Witness the signatur of said grantors the 24th day of Sept. A. D. 1904.

Witnesses:-

-W. G. Dorroh-Jr. -
-J. A. Rice-

J. A. Smith- Pastor-)
J. H. Hubbs.)
Chas. Hubbs.)
J. P. Palmer His X Mark.)
John Cleveland His X Mark.)
Ed Coleman His X Mark.)

-TRUSTEES-

State of Mississippi)
-SS
Madison County)

Personally appeared before the undersigned officer the above W. G. Dorroh, one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above neamed, J. A. Smith, J. A. Hubbs, Chas. Hubbs, J. P. Palmer, John Cleveland, and Ed Coleman, whose names are subscribed thereto, sign and deliver the above to the above named J. F. Dorroh; that he, the deponent, subscribed his name as a witness thereto in the presence of the said J. A. Smith, J. H. Hubbs, Chas. Hubbs, J.P. Palmer, John Cleveland and Ed Coleman, and that he saw the other subscribing witness, J. A. Rice, sign the same in the presence of said J. D. Smith, J. H. Hubbs, Chas. Hubbs, J. P. Palmer, John Cleveland and Ed Coleman, and himself, this affiant, on the day and year therein named.

Witness my hand and official seal this the 25th day of November A. D. 1904.
E. C. Melton-
-M.B.S.-

Ed Summers) Filed for Record Dec. 31-1904- at 3 P.M.

To/Mortgage Note)
Garner Smith) Recorded January 13-1905.

\$15.00 November -30-1903.

On the 1st day of June next, I promise to pay to Garner Smith, or bearer, the sum of Fifteen Dollars, for value received, with interest at percent per annum, after maturity, and ten percent attorney's fees on principal and interest in case of collection by suit or through an Attorney. And to secure payment of this note I hereby mortgage and convey to the said payee..... heirs and assigns, the following described property, to wit:-

One piece of property owned be me in Brooksville now occupied by Edie Long, and if same is not paid in that time, said property is to belong to said Smith. And for the consideration aforesaid, I hereby for myself and family expressly waive all homestead rights and exemptions which by the laws of the United States, and this State, are allowed to me and my family in any of said described property, and all other property, real or personal, which I now own or may hereafter acquire, until this debt is fully paid. I hereby covenant that I have the right to make this mortgage, and that I will not otherwise encumber said property by lien or mortgage, and that there is no previous lien or mortgage existing on same. Witness my hand and seal, the day and year above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF-

Ed Summers His X Mark (Seal)
Garner Smith (Seal)

State of Mississippi)
Madison County) Personally appeared before me, the undersigned officer, the within named Garner Smith, who acknowledged that he signed this instrument as a witness to the signature of Ed Summers.

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

A. Purviance-
- J.P.-

J. H. Clower)
To/War. Deed :-
W. S. McMullen) Filed for Record January 11-1905 at 10 A.M.
Recorded January 13-1905.

~~J. H. Clower TO W. S. McMullen~~

~~For and in consideration of the sum of One Hundred and Thirty Dollars, I grant bargain, sell and convey our lot of land containing one and one-half acres, together with appurtenances to said premises belonging, possession to be given January 1st 1905.~~

~~And warrant to W. S. McMullen the following described land, situated in the County of Madison and State of Mississippi to wit:-
One acre long North and South and one and one-half acres long East and West, out of the North-west corner of the North East one fourth of the North west one fourth of Section 22, Township 12 Range 5 East.
(I further agree and bind myself in these premises to transfer to said W. S. McMullen my lease from J. E. Clower)
-Containing One and 1/2 acres, more or less.
Witness my hand, this 21 day of oct. 1904.
J. H. Clower.~~

State of Mississippi)
:-SS
Attala County

Personally appeared before me, F. Lester A Justice of the Peace of Attala County the within named, J. H. Clower, who severally acknowledged that he signed and delivered the foregoing instrument and at the time therein named, as his act and deed.
Given under my hand and seal of office, this 21st day of October 1904.
F. Lester-
-J. P. Attala County-

Mollie B. Drummond)
To/BI Partite Deed :-
Dr. E. M. Smith) Filed for Record January 12-1905 at 3.30 P.M.
Recorded January 13-1905-

Dr. E. M. Smith))
To/BI Partite Deed) :-
Mollie B. Drummond.....)

WHEREAS we have heretofore attempted to partition among ourselves certain lands owned by us as tenants in common, situated in Madison County, Mississippi, and acting under said partition deed then executed went into possession of our respective shares of said lands so divided, and attempted to be conveyed, and whereas upon having an accurate survey of said lands made, by a competent surveyor, we find our former deeds did not properly describe the lands assigned each other. Now, therefore, to particularly and correctly describe the lands allotted each other and to vest title in severalty in each other to the lands actually allotted each other we here, in consideration of the above premises, and of mutual conveyance of lands, here assign to Mollie B. Drummond the following described lands viz:-

- ✓ All Sec. 4, less 4 acres out of S.W. Corner
- ✓ And NE 1/4 Sec. 5 in T. 8. R. 2. East
- ✓ And W 1/2 SE 1/4 Sec. 33
- And W 1/2 Sec. 33 South of Livingston & Canton road. And S 1/2 S 1/2 SE 1/4 and all SE 1/4 of SW 1/4 Sec. 32 T. 9. R. 2. East
- And to E. M. Smith- The following lands- to wit:-
- W 1/2 W 1/2 Sec. 28
- And SW 1/4 Sec. 29
- And E 1/2 SE 1/4 Sec. 30
- And all W 1/2 Sec. 33, N. of Livingston and Canton road.
- And NE 1/4 and N 1/2 SE 1/4 and N 1/2 S 1/2 SE 1/4 Sec. 32
- And NE 1/4 SW 1/4 Sec. 32, all in T. 9. R. 2 East

said E. M. Smith Quit Claims and warrants specially to said Mollie B. Drummond the above lands so assigned her and said Mollie B. Drummond quit claims and warrants specially to said E. M. Smith the said lands above assigned to him said E. M. Smith.
Witness our signatures this Janry. 9-1904.
Mollie B. Drummond.

State of North Carolina)
County of Buncomb.....)

Personally appeared before me, A Notary Public for said County, the within named Mollie B. Drummond, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand at Ashville, said County, this the 10th day of January 1905.
E. J. Randolph.
-Notary Public-

(SEE NEXT PAGE FOR ACKNOWLEDGMENT)

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 Eugene M. Smith, 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 the 12th day of January A.D. 1905.

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

-----+
R. A. Cratin.....) Filed for Record January 12-1905 at 9 A. M.
-To/Deed.....:-
P. H. and M. C. Lockett.....) Recorded January 13-1905.

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

In consideration of One Thousand Dollars - cash in hand - receipt of which is hereby acknowledged, I grant, Bargain, sell and convey to P. H. and M. C. Lockett the land described as All the N 1/2 N 1/2 Section 19- T. 10- R. 5 E, lying West and South of Doakes Creek.

All of SW 1/4 Sec. 18- T. 10. R. 5 E, lying South and West of Doakes Creek - being Lots 5 and 6 as laid down on the map in Chancery Clerk's Office comprising One Hundred and Seventy-six acres, more or less, in the County of Madison - State of Mississippi. Witness my signature the 11th day of Jan. 1905.

R. A. Cratin.

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 R. A. Cratin, 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 11th day of Jany, A. D. 1905.

F. C. McAllister. - Clerk-
W. O. Baldwin - D. C.

Highland Colony Company)

Filed for Record January 12-1905 at 4.30 P.M.

To/ War. Deed.....:-

Recorded January 13-1905.

Minnie L. Brown.....)

THIS INDENTURE WITNESSETH, That The Grantor-

THE HIGHLAND COLONY COMPANY - a corporation domiciled in the Villiage of Ridgeland in the County of Madison and State of Mississippi for and in consideration of the sum of ONE THOUSAND THREE HUNDRED AND FIFTY AND 00/100 Dollars, in hand paid, Convey and Warrant to Minnie L. Brown of the County of Madison and State of Mississippi the following described Real Estate, to wit:-

Lots one, six, seven and eight, Block 44, situated in the Highland Colony, as shown by plat thereof on file in the Chancery Clerks office at Canton, Mississippi, consisting of 40 acres, more or less, 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 fifth day of January A. D. 1905.

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

State of Mississippi.....)

County of Madison.....:-SS

Villiage of Ridgeland.....)

I, P. L. Porter, Mayor Of Ridgeland, and Ex Officio J.P. in and for said Villiage and County and State, aforesaid, Do hereby certify, that J. P. Cook, Sec'y. Treas, and R.H. Thompson, Vice-Pres, 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 Instrument as the act and deed of the Highland Colony Company and 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.-

Not paid in full the 26th day of December 1907 - B. B. Dickinson

Albert Stoner.....) Filed for Record January 12-1905 at 10 A.M.
To/Mortgage.....) Albert Listenberger.) Recorded January 13-1905.

State of Mississippi)
Madison County)

In consideration of One (\$1.00) Dollar, and to secure the balance of the purchase money, due Albert Listenberger, for the lands hereinafter described, amounting to Twelve Hundred and Sixty (\$1260.00) Dollars for which I, Albert Stoner, have this day executed and delivered to him the following promissory notes to wit:-

- One note for \$500.00 due December 28th, 1905.
- One note for \$380.00 due December 28th, 1906.
- One note for \$380.00 due December 28th, 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 per cent per annum from date until paid. I, the said Albert Stoner, do hereby convey and warrant to Albert Listenberger the following land situated in the County of Madison and State of Mississippi, described as follows:- to wit:-

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

trust to secure the payment of all the above described promissory notes when due; and if all and each one 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, advertise 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 notes, and at said door at said Courthouse, either with or without taking possession thereof, sell the land herein 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, if any, he shall pay to the undersigned, his heirs, assigns, or legal representatives.

The said Albert Listenberger 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 the land herein conveyed, in the place and stead of the said Albert Listenberger, and such other person when so appointed shall have the power 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 holder 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 sold as herein provided, and proceeds applied as herein provided, exactly as if all notes were past 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 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 of said notes, whoever it may be, 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 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 this trust to defray the expense 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 28th day of December 1904.

Albert Stoner (SEAL)

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

Personally appeared before me, Edgar J. Hall, A Notary Public, in and for the County and State aforesaid, the within named Albert 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 28th day of December 1904.

Edgar J. Hall- (SEAL)

-Notary Public-

My Commission expires Feb. 16th, 1905.

For value received, I hereby assign, transfer, set-over and sell to J. E. Hall all my right, title and interest in and to the within annexed deed of trust. Albert Listenberger. (SEAL).

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

Personally appeared before me, Edgar J. Hall, A Notary Public in and for said County and State, aforesaid, the within named Albert Listenberger, who acknowledged that he signed and delivered the foregoing and annexed assignment of trust as his act and deed.

Given under my hand at Valparaiso, this the 2nd day of January A. D. 1905. Edgar J. Hall (SEAL).
-Notary Public-

My Commission expires Feb. 16th, 1905.

P.H. & M.C. Lockett....) Filed for Record January 12-1905 at 9 A.M.
To/War. Deed)-
John P. Williams.....) Recorded January 13-1905.

State of Mississippi.....)
Madison County.....)
In consideration of Twelve Hundred Dollars, We bargain, sell and convey to John P. Williams, the land described as the:-
SE 1/4 and E 1/2 SW 1/4Section 19-T. 10-R. 5. E.
20 acres off North end E 1/2 NE 1/4Section 30. T. 10 R 5 East.- Two Hundred and Sixty acres, more or less, in the County of Madison, State of Mississippi.
Witness our signature the 10th day of June 1905.

P. H. Lockett. (SEAL).
M. C. Lockett. (SEAL).

Personally appeared before me, W. T. Brown, A Justice of the Peace, of the County of Madison, State of Mississippi, the within named P. H. Lockett and M. C. Lockett, Husband and wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this 10th day of Jan. 1905. W. T. Brown.

-Justice of the Peace-

Emma C. Whelan) Filed for Record January 12-1905 at 10 A.M.
To/Deed)-
Sam McKay) Recorded January 13-1905.

In consideration of the sum of Two Hundred (\$200.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, I, Emma C. Whelan, convey and warrant to Sam McKay the following described lands lying, and being situated in Madison County, State of Mississippi, to wit:-
27 acres in NE Corner of W 1/2 NE 1/4 ofSection 35, Town. 10 Range 5 East.
To have and to hold unto him the said McKay, his heirs and assigns forever, and I warrant and agree to forever to defend the title to said lands against all lawful claims except taxes arising from and after the First day of January A. D. 1905.

In witness whereof I have hereunto set my hand and seal this the 14th day of Dec. A.D. 1904. Emma C. Whelan. (SEAL)

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

This day personally appeared before me, the undersigned officer, duly qualified to take acknowledgments, in and for said County, and State, the within named Emma C. Whelan, who acknowledged that she signed, sealed and delivered the foregoing deed on the day and year therein named as her free and voluntary act and deed.

Given under my hand and official seal this the 14th day of Dec. A. D. 1904.

C. M. Moore-
-Justice of the Peace-

Jack Thomas.....) Filed for Record January 12-1905 at 2 P.M.

Henriette Thomas.....)

To/War. Deed.....) Recorded January 14-1905.

W. H. Powell.....)

For a valuable consideration paid us in cash by W. H. Powell, the receipt of which is hereby acknowledged - We, Jack Thomas and Henrietta Thomas, husband and wife, do hereby convey and warrant unto the said W. H. Powell forever the following described real and personal property situated in the County of Madison and State of Mississippi- to wit:-

The SW 1/4 of Section 2. Town. 9. Range 3 East.

Also one red horse mule named "Wheeler".

And One Black Horse mule named "Charlie".

And one Brown horse mule named "Jack".

And one two-horse wagon, being all the lands, mules, wagons that we now own.

Also all corn and cotton that we now own and all farming utensils and implements that we now own.

Witness our signature and seal this the 12th day of January 1905.

Jack Thomas. (SEAL).

Henrietta Thomas Her X Mark. (SEAL).

Attest:-

H. T. Huber.

State of Mississippi...)

: -SS

Madison County.....)

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton, in said County and State, Jack Thomas and Henrietta Thomas, husband and wife, who 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 12th day of January 1905.

Harry T. Huber.

-Notary Public-

J. F. McKay.....)

Filed for Record January 16-1905 at 8 A. M.

To/War. Deed.....)

Mattie C. McKay.....)

Recorded January 16-1905.

In consideration of Four Hundred Dollars (\$400.00), cash paid me, by Mattie C. McKay, the receipt of which I hereby acknowledge, I convey and warrant to said Mattie C. McKay the following lots and store houses thereon situated in the Villiage of Ridgeland in Madison County Mississippi, Viz:-

Lots Nos. (6) Six and (7) Seven in square, or block, No. 42, according to the plot of the said Villiage of Ridgeland now on file in the Chancery Clerk's Office of said County. But this Warranty is subject however to a trust deed given by me, J. F. McKay, on July 1st, 1902, to C. L. Follett, Trustee, for the use of Maude Blanchard, and of record in said County in record book of deeds No. "III" on Page "327" upon which said trust deed there is still due the sum of \$2200.00, principal with interest at rate of 8% percent per annum from the 1st day of July 1904- reference being here made to said trust deed as though written in this deed.

Witness my signature this the 6th day of January 1905.

J. F. McKay.

State of Mississippi...)

: -SS

Madison County.....)

Personally appeared before me, an Officer of said County, the within named J. F. McKay, who acknowledged that he signed and delivered the above instrument on the day and year therein written.

Given under my hand and official seal this the 10th day of Janry. A. D. 1905.

P. D. Porter-

-Mayor & Ex Officio, J.P.-

No. 3475.

EX PARTE, HARRY AND ARLNA BARTLEY.

This Cause coming on to be heard upon Motion of O. B. Noble, Fred R. Jones and Sam Tucker, Commissioners appointed at the February Term 1903 of this Hon. Court to make partition of the following described lands between Harry Bartley and Arlna Bartley, mentioned in the original petition in this Cause to wit:-

The N $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ and the N $\frac{1}{2}$ W $\frac{1}{2}$ of SE $\frac{1}{4}$ and 5 acres off of the North end of South $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ and 10 acres off of North End of S $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ and all that portion of SW $\frac{1}{4}$ (same Sec) lying east of Bear Creek, being in all 104 acres and all inSec. 34. T. 10. R. 2. E.,-

That this report filed in this cause be confirmed, all parties in interest being represented, and agreeing thereto, and it appearing to the satisfaction of the Court, that all the provisions of the statutes and laws of the State of Mississippi relating thereto, have been complied with.

It is therefore ordered, adjudged and decreed that the report of the aforesaid Commissioners be and the same now is confirmed. That is to say :-

1st- That Lot One (1) according to the survey and plot made by J. P. Dunlap, Febry. 8, 1904 which survey and plot of the above described lands is made a part of the Commissioners said report in this cause, be and the same is allotted to Arlna Bartley as her separate and distinct property, in fee simple free from the liabilities for debts and all other persons save herself.

That Lot No. One (1) according to said survey and plot of said J. P. Dunlap is described as follows to wit:- :- That portion of lands formerly belonging to Moses W. Bartley, dec'd, in Madison County, Mississippi, -- Beginning at the North east corner of West $\frac{1}{2}$ E $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec. 34. T. 10. R. 2 E., thence South 15.35 chains to a stake, thence west 3.16 chains to a stake, thence North 3.16 chains to a stake, thence west 34.84 chains to east bank of Bear Creek, thence down east bank of said creek to its intersection with the E and W $\frac{1}{2}$ Section line of said Sec. 34, - thence east 46.50 chains to place of beginning- containing 56 acres.

2nd- That Lot Two (2) according to said survey and plot be and the same is allotted to Harry Bartley as his separate and distinct property, free from the liabilities for debts of all other persons than himself. That Lot (2) according to said survey and plot of said P. Dunlap is described as follows to wit:-

That portion of lands formerly belonging to Moses W. Bartley, dec'd, in Madison County, Mississippi, Beginning at the North-east Corner of- S $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 34. T. 10. R. 2 E. thence south 5.00 chains to a stake, thence west 30 chains, thence North to east bank of Bear Creek -thence down east bank of said Creek, to its intersection with an E and W line, which line is 28.18 chains North of the South boundary line of said Sec. 34, thence East 34.84 chains, thence south 3.16 chains, thence EAST 3.16 chains, thence south 4.84 chains to place of beginning- containing 48 acres.

It is further adjudged, and decreed that the costs accrued in this cause be assessed equally against the said Harry Bartley and Arlna Bartley, and a lien on the said lands allotted to either be created for the amount of his or her one-half of the costs.

It is further ordered, adjudged and decreed that an attorney's fee be allowed to W. J. Latham in the sum of \$20.00 for services rendered in this Cause.

Witness my signature this the 22nd day of February A. D. 1904.

Robt. B. Mayes, -Chancellor-

(SEE NEXT PAGE FOR PLAT OF LANDS)

See Minutes of Court for this instrument & refer to page 14 of the Minutes of the Court for the 22nd day of February 1905. W. J. Latham - Att'y

PLAT OF LANDS.

ESTATE OF MOSES BARTLEY.

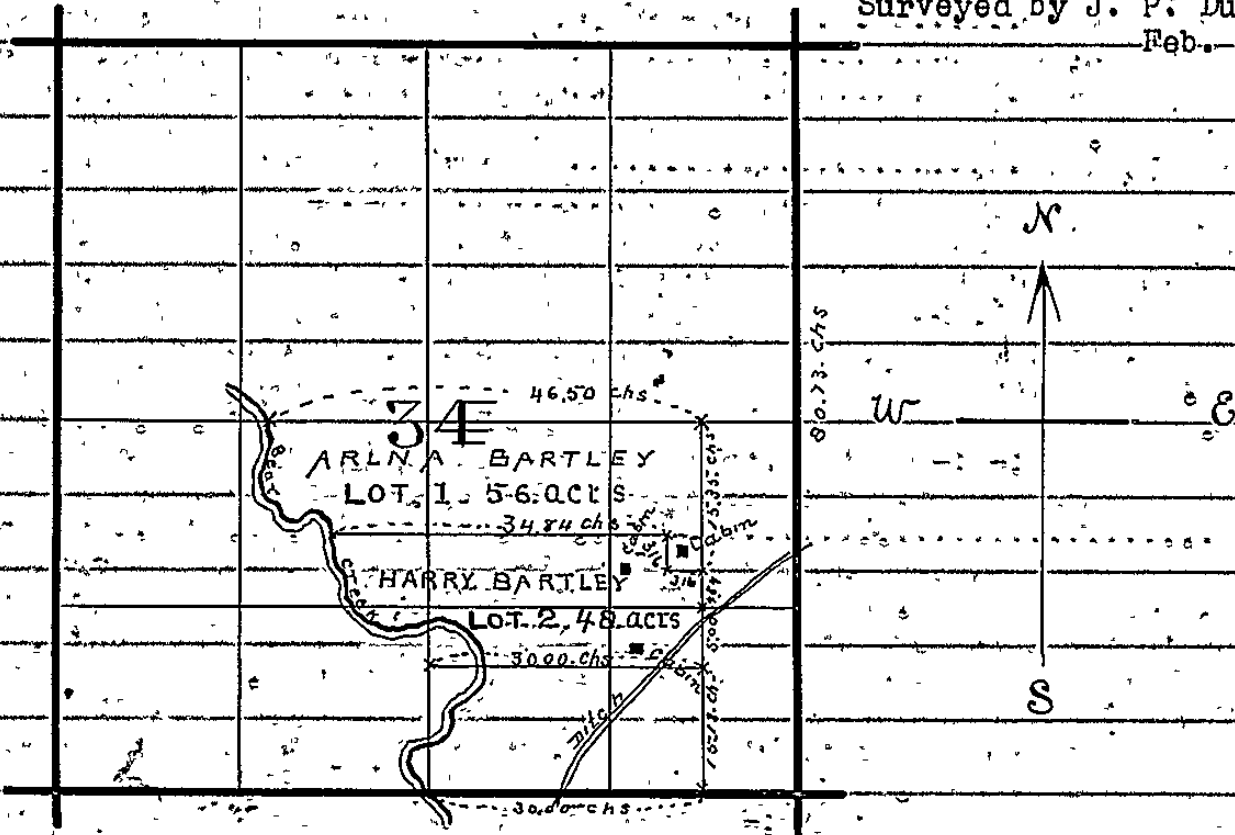
APPORTIONED BY-

O. B. NOBLE, FRED JONES, AND SAM TUCKER COMMISSIONERS.

Land is described as follows:-

The N 1/2 W 1/2 E 1/2 SE 1/4 and the N 1/2 W 1/2 SE 1/4 and 5 acres off of the North End of the South 1/2 W 1/2 E 1/2 SE 1/4 and 10 acres off of North end of S 1/2 W 1/2 SE 1/4 and all that portion of SW 1/4 (Same Sec.) lying east of Bear Creek - being in all 104 acres. And all in Sec. 34, T. 10. R. 2. East.

Surveyed by J. P. Dunlap. Feb. 8th, 1904.



Lot. No. 1. Allotted to Arlna Bartley. Described as follows:-

Beginning at the North-east Corner of West 1/2 E 1/2 of SE 1/4 Sec. 34. T. 10. R. 2. E., Thence South 15.35 chs. to a stake, thence west 3.16 chains to a stake, thence North 3.16 chains to a stake, thence North 3.16 chs. to a stake, thence west 34.84 chs. to East Bank of Bear Creek, thence down the east bank of Bear Creek to its intersection with the E and W Section line of said Sec. 34. Thence east 46.50 chains to place of beginning- containing 56 acres-

LOT NO. 2- ALLOTTED TO HARRY BARTLEY-

Described as follows:-

Beginning at NE Corner of S 1/2 W 1/2 E 1/2 SE 1/4 Sec. 34. T. 10. R. 2. East. Thence south 5.00 chs., to a stake, thence west 30 chs., thence north to east bank of Bear Creek, thence down east bank of Bear Creek to its intersection with an E and W line which line is 28.18 chs., North of the South boundary of said Sec. 34., thence east 34.84 chs., thence south 3.16 chs., thence east 3.16 chs., thence south 4.84 chs., to place of beginning- containing 48 acres.

T. A. Holloman.....) Filed for Record January 16-1905 at 9 A.M.

To/Deed.....) Recorded January 16-1905.

G. S. Holloman.....) In consideration of One Hundred Dollars to me paid by L. S. Holloman, cash and horse receipt of which I here acknowledge, I, T. A. Holloman have bargained, sold and delivered to said L. S. Holloman, my entire half interest in a plot of land at Madison Station, Madison Co., Mississippi, described as:-

All that portion of E 1/2 of NW 1/4 Sec. 17- Town. 7- R. 2. East, lying West of T. C. Railroad being (9) Nine acres, more or less. Also a small plot at Flora, Madison Co., described thus:-

Begin at NE Corner of Lot (4) four, Square (12) Twelve, and run west 50 feet, then South 100 feet, east 50 feet, and north 100 feet to point of beginning in Allen addition to town of Flora, Miss., Sec. 17. T. 8. R. 1 West.

Given under my hand this the 12th day of January 1905. Thos. A. Holloman.

State of Mississippi..)

Madison County.....)

Personally appeared before me, A Member of the Board of Supervisors in said State and County, T. A. Holloman, who acknowledged that he signed and delivered the above instrument on the day and year therein mentioned. G. W. Fore-

Flora, Miss., Jan. 14-1905.

-M. B. S.

Granville Jackson.....) Filed for Record January 14-1905 at 2 P.M.
Olrith Jackson.....)
To/Warranty Deed:-
Soloman High.....) Recorded January 16-1905.

In consideration of the sum of Five Hundred Dollars, cash in hand paid us by Soloman High, the receipt of which is hereby acknowledged, we, Granville Jackson and Olrith Jackson, husband and wife, do hereby convey and warrant unto the said Soloman High forever, the following described lands in Madison County, State of Mississippi, to wit:-
The E $\frac{1}{2}$ W $\frac{1}{2}$ and E $\frac{1}{2}$ of Block 21 and W $\frac{1}{2}$ Block 22 according to the Plat of Algoma Plantation - a map of which is recorded in the Chancery Clerk's office for said County, said Block being in Sec. 15. Town. 8 Range 2 East.
Witness our signature and seals this the 31st day of December 1904.

Granville Jackson. (SEAL)
Olrith Jackson (SEAL)

Attest:-
H. T. Huber.
State of Mississippi)
:-SS
Madison County.....)

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton in said County and State, Granville Jackson and Olrith Jackson, husband and wife, who 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 14th day of January A. D. 1905.

Harry T. Huber
-Notary Public-

W. H. Powell) Filed for record January 16-1905 at 9.30 A.M.
To/War. Deed.....:-
Jacob Williams.....)
Fannie Williams.....) Recorded January 16-1905.

In consideration of Seventeen Hundred and Fifty Dollars, cash in hand, paid me, by Jacob Williams, and Fannie Williams, the receipt of which is hereby acknowledged, I, W. H. Powell, do hereby convey and warrant unto Jacob Williams and Fannie Williams forever, the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to wit:-
SW $\frac{1}{4}$ Sec. 2. T. 9. R. 3. E.

Witness my hand and seal this the 12th day of January A. D. 1905.
W. H. Powell. (SEAL).

State of Mississippi.....)
:-SS
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. H. Powell, 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 16th day of January A.D. 1904.
F. C. McAllister- Chancery Clerk.
By W.O. Baldwin- D.C.

Laura S. Holloman.....) Filed for Record January 16th 1905 at 9 A.M.
To/Deed.....:-
F. A. Holloman.....) Recorded January 16-1905.

In consideration of One Dollar to me paid, by T.A. Holloman, which I here receipt, and the further consideration of said Holloman's half interest in three promissory notes made to him and me by R. M. Hamberlin of Phoenix, Miss., same being purchase money for our homestead at Phonnix, Miss., and dated Feb, 26th, 1904, each for (\$466.2/3) Four hundred and Sixty Six and 66/100 Dollars, and the further consideration of said Holloman's half interest in four promissory notes given him and me by A. H. Bradley, et al, Trustees of M. E. C. Flora, Miss., Aug. 1-1904, each for \$150.00, and the further consideration of said Holloman's half interest in a note given him by D. and R. Collins, and a deed of trust for \$2485.80, Mch. 1-1904, and recorded at Yazoo City, Miss., Mch., 4-1904 (less credits), approximate half value being \$500.00, I, Laura S. Hollister, of Flora, Miss., do sell, and convey and deliver to T. A. Hollister, my husband, a three-fourths interest in our homestead at Flora, Miss., described as pr deed made me by R. W. and Sara Rowland, - viz:-
Lots one and Eight Sq., (12) Twelve in Allen addition to Flora, Miss., Madison County, Miss.,

Witness my signature January 13-1905, at Flora, Miss.,
Laura S. Holloman.

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

Madison County.....) -Personally appeared before me, the undersigned A Member of the Board of Supervisors, Mrs. Laura S. Holloman, who acknowledged that she signed and delivered the foregoing instrument of conveyance on the day and year therein written and for purposes expressed.

Given under my hand and seal of office, this the 14th day of January 1905 at Flora, Miss,
G. W. Fore-

M.B.S.

Frank H. Frink et ux: ()
To Deed: ()
Murray F. Smith: ()

Filed for Record January 16th 1905 at 4 P.M.

Recorded January 17-1905.

KNOW ALL MEN BY THESE PRESENTS, That we, Frank H. Frink, and Maria Frink (his wife) of Valpariso, Indiana, FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, cash in hand paid us, by MURRAY F. SMITH, of the City of Vicksburg, State of Mississippi, the receipt of which said sum of money is hereby acknowledged, convey and warrant unto the said MURRAY F. SMITH, the following described lots, tracts or parcels of land lying and being situated in MADISON COUNTY in the STATE OF MISSISSIPPI, comprising what is known as the "ANNANDALE PLANTATION" to wit:-

- The South-half of the south-half ofSection Twenty-two (22)
- The South half ofSection Twenty-three (23)
- All ofSection Twenty-six (26)
- The North-east quarter and the east half of the north-west quarter of.....Section Twenty-seven (27)
- All inTown-ship Eight (8) Range One (1) East; together with all and singular the buildings and improvements thereon and thereunto appertaining and belonging, containing Thirteen Hundred and Sixty (1360) acres, more or less, as shown by United States Government Survey.

THIS CONVEYANCE IS made to secure the prompt and punctual payment at maturity of those two (2) certain promissory notes executed by us bearing even date with this instrument, both of said promissory notes being payable to GEORGE C. HARRIS and HELEN S. J. HARRIS or bearer, one of said notes being for the sum of FIVE THOUSAND DOLLARS (\$5,000.00) payable the first day of January 1906, and the other being for the sum of THREE THOUSAND, SIX HUNDRED DOLLARS (\$3600) payable on the first day of January 1907, said note for \$5000.00 bearing interest from date until paid, at the rate of six percentum (6%) per annum, and said note for \$3600.00 bearing interest from date until the first day of January, 1906, at the rate of six per centum (6%) per annum and bearing interest from said first day of January, 1906, until paid, at the rate of eight (8%) per centum per annum, both of said notes containing an agreement and stipulation on the part of the makers thereof, to pay ten per cent (10%) thereof, as attorney's fee, in the event they be placed in the hands of an attorney for collection.

NOW THEREFORE, if we shall well and truly pay the said promissory notes, as they shall respectively mature, together with all of the interest thereon accruing, and shall faithfully keep and perform all and singular the other obligations herein assumed by us, then this conveyance shall be void, and of no effect, but if we shall fail to pay any one of the said promissory notes at the maturity, thereof, or any part of the interest thereon accruing, as the same shall become due and payable, or shall fail to well and truly keep and perform all and singular the other obligations herein assumed by us, then such of said promissory notes as shall not at that time have matured, shall, at the option of the holder or owner thereof, immediately become due and payable, and the said MURRAY F. SMITH, after first giving notice of the time, place and terms of sale, by advertising once each week for three (3) successive weeks, in some news-paper published in the City of Canton Madison County, Mississippi, may, at the time and place designated in such notice, sell at public outcry to the highest bidder for cash, the property hereby conveyed, and out of the proceeds of said sale, he shall first pay the costs and expenses of executing this trust; he shall then pay such, or so much of the said promissory notes remaining unpaid, together with all interest accrued thereon, remaining unpaid; shall retain a sufficient sum to pay the taxes and other debts, which would be a lien on the said property, and the residue, if any, he shall pay to us.

WE HEREBY COVENANT AND AGREE to pay the taxes and other legal assessments upon, or against said property, as and when they shall respectively become due and payable, and to insure the dwelling house on the land hereby conveyed for not less than THREE THOUSAND (\$3000.00) Dollars, in some save and solvent insurance company, or companies, and to pay the premium or premiums on such policy or policies, of insurance as and when they shall become due and payable, the said policy or policies, of insurance to contain a clause that loss thereunder, if any, they shall be payable to the said MURRAY F. SMITH, for the benefit of the holder or owner of the said promissory notes, but if we should fail to pay the said taxes or assessments, as and when they shall respectively become due, as aforesaid or to cause such policy or policies of insurance to be issued, or to pay the premiums thereon as aforesaid, the said MURRAY F. SMITH may pay such taxes or assessments, or cause such policy or policies of insurance to be issued, or pay the premium or premiums thereon, as they shall become due and payable, and any sum or sums of money so expended shall bear interest from the date or dates of expenditures, at the rate of ten percent (10%) per annum, and shall become due and be a part of the indebtedness hereby accrued, and shall in all respects be governed by the provisions of this deed of trust.

IN THE EVENT any other legal or equitable remedy shall be resorted to for the enforcement of the payment of the indebtedness hereby secured, we further agree to pay ten per cent (10%) of the amount then unpaid, as an attorney's fee, which shall become and be considered a part of the indebtedness hereby secured, and in all respects governed by the provisions of this deed of trust.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that the holder or owner of any one of the said promissory notes, may, at any time, appoint any other person, or a succession of persons, in the place and stead of the said MURRAY F. SMITH, whose acts done in the execution of this trust shall be of the same validity and effect as if done by the said MURRAY F. SMITH.

WITNESS OUR SIGNATURES THIS 2nd day of January 1905.

Frank H. Frink.
Maria Frink.

) SEE NEXT PAGE FOR ACKNOWLEDGMENT)

By authority of Com of City from J.C. Harris & Helen S. J. Harris to one Murray F. Smith of the City of Vicksburg, Mississippi, for the sum of \$5000.00 and \$3600.00 respectively, on the 13th day of January 1905.

*Frank H. Frink et ux: ()
To Deed: ()
Murray F. Smith: ()*

STATE OF INDIANA.....)
CITY OF VALPARISO.....;-
COUNTY OF PORTER.....)

PERSONALLY APPEARED BEFORE ME, the undersigned, A Notary Public in and for the City of Valpariso, County and State last aforesaid, the within named FRANK H. FRINK AND MARIA FRINK, (husband and wife) who each acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 11th day of January 1905.

Edgar G. Osborne.
-Notary Public-

Notary Commission expires Feb. 12-1905.

Jas. P. Simpson.....)
To/Deed.....;-
S. P. Simpson,,.....)

Filed for Record January 17-1905 at 8 A. M.
Recorded January 17-1905.

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

For and in consideration of the sum of Three Hundred and Eighty-five Dollars, cash in hand paid, the receipt of which is hereby acknowledged, I convey and warrant unto S. P. Simpson the following described land, lying and being in the County of Madison To wit:-
North-east quarter of north west quarter, and the north half of south east quarter of north west quarter.....Section 4- T. 11- R. 4. East.
Witness my signature this the 17th day of January 1905.

Jas. P. Simpson.

State of Mississippi..)
Town of Pickens.....;-SS
Holmes County.....)

Personally appeared before me, L. Bridgforth, A Notary Public in and for said Town, County and State, Jas. P. Simpson, who acknowledged that he signed and sealed and delivered the foregoing deed on the day and year therein written.
Given under my hand and seal of office this the 17th day of January 1905.

L. Bridgforth-
-Notary Public-

H. M. Latimer.....)
to/War. Deed.....;-
Sallie W. Dinkins.)

Filed for Record Jan- 17-1905 at 3 P.M.
Recorded January 17-1905.

In consideration of the sum of Thirty-two Hundred and Eighty-six Dollars, cash, in hand paid me, by Sallie W. Dinkins, the receipt of which is hereby acknowledged, I, H. M. Latimer, unmarried, do hereby convey and warrant unto the said Sallie W. Dinkins forever, the following described land in Madison County, State of Mississippi, to wit:-

The NW $\frac{1}{4}$ and 27 $\frac{2}{3}$ acres off South end of NE $\frac{1}{4}$ Sec. 12. T. 9. R. 2 East.
And 13 $\frac{1}{3}$ acres off of South end of W $\frac{1}{2}$ NW $\frac{1}{4}$ ofSec. 7. T. 9. R. 3 East.
less 30 feet off of the south side of all above lands
and less 1 $\frac{1}{2}$ acres sold to M.G. Wood by deed recorded in Book "WW"-
Page "372" in the Chancery Clerk's office for said County.

Witness my signature and seal this the 17th day of January 1905.
H. M. Latimer.

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

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court, the within named H. M. Latimer, 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 17th day of January A.D.1905.

F. C. McAllister- Clerk.
W. O. Baldwin- D. C.

C. D. Linn.....)
To/Deed.....
Ike Ford.....)

Filed for Record Jan. 17-1905 at 2 P.M.

Recorded January 17-1905.

To correct and make certain the description of land conveyed by me to Ike Ford by Deed recorded in Book "JJJ" Page "552" - I now convey to him the said Ike Ford, the following described lands in Madison County, State of Mississippi, to wit:

25 acres off of the West end of the N 1/2 Sec. 29. T. 12. R. 5 East. which is the land I intended to convey by said deed.

Witness my hand and seal this the 2nd day of January 1905.

C. D. Linn (SEAL)

State of Mississippi.....)

: - SS

Madison County.....)

Personally appeared before the undersigned officer, C. D. Linn, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

Witness my hand this the 12th day of January 1905.

Officer- W. T. Brown, J.P.

W. L. Dinkins- Trustee.....)

To/ Deed.....)

L. Foot.....)

Filed for Record January 10-1905 at 4.30 P.M.

Recorded January 18-1905.

This Indenture made this the 10th day of January A. D. 1905, between W. L. Dinkins, Trustee, as hereinafter mentioned, of the first part and L. Foot, of the second part:- Witnesseth:- Whereas, by a certain Deed, executed by Richard C. Sanders, and Ellen M. Sanders, his wife, dated the 7th day of April A. D. 1856, and recorded in the office of the Clerk of the Court of Probates in and for Madison County, Mississippi, in Book of Deeds "O" Pages "134" and "135", the said Richard C. and Ellen M. Sanders did convey a certain lot or parcel of ground situated in said County, to the said party of the first part, for the use of said party of the first part, and in trust, for the use and benefit of certain other persons named in said Deed, all in equal and undivided interests:- which lot or parcel of land is fully described in said Deed, and the names of said uses and beneficiaries are also therein particularly set forth:- And Whereas, it is the intention of the said beneficiaries to use said lot or parcel of land as a Cemetery for the burial of the dead, and to sell and convey said land, in small lots, for the purpose aforesaid, - And Whereas, a survey and subdivision of said lot or parcel of land has been duly made, and certified by the Surveyor of said County, and recorded in the office of the Clerk of Probates aforesaid, in Book of Deeds "O", Pages "136" and "137", as by reference thereto, will more fully appear.

NOW THEREFORE, in consideration of the hereinbefore recited premises, and of the sum of Sixty-five Dollars, by the sid party of the second part to the said party of the first part - the said party of the first part hath granted, bargained, and sold aliened and conveyed, and, by these presents, doth grant, bargain, sell and alien and convey unto the said party of the second part, :-

All of Lots Nos. 24 in Square No. 5 according to the survey, subdivision and plat of said ground hereinbefore referred to and now known as the Canton Cemetery; TO HAVE AND TO HOLD said lot hereby conveyed unto him the said party of the second part, his heirs and assigns forever;

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

W. L. Dinkins- Trustee. (SEAL).

State of Mississippi.....)

: - SS

Madison County.....)

Personally appeared before me, W. M. Yandell, Notary Public in and for said County, the above named W.L. Dinkins, who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned as his act and deed.

Witness my hand and seal, this 10th day of January A. D. 1905.

W. M. Yandell-

Mayor and Notary Public.

Mrs. Mary E. Taylor.....) Filed for Record January 18-1905 at 9 A.M.
To/Deed.....) Recorded January 18-1905.
Mr. Alva C. Wilson.....)

KNOW ALL MEN BY THESE PRESENTS: That, I, Mrs. Mary Emma Taylor, formerly, Mrs. mary Emma Allen, of the County of Madison, State of Tennessee, for and in consideration of the sum of One Thousand Dollars, (\$1000.00) paid as follows:-- cash paid in hand have this day bargained, sold, alienated and conveyed into Alva C. Wilson of the County of Madison, State of Mississippi, the following described tract of land situated lying and being in the County of Madison, State of Mississippi, to wit:-

- 50 acres off the North end of the SW Quarter and
- 25 acres off the North end of the West Half of the SE Quarter and
- 14 2/3 acres off the South end of the West half of the NE Quarter and
- 14 2/3 acres pff the South end of the East half of the NW Quarter of

.....Section 5, Town. 10. R. 3 East.
TO HAVE AND TO HOLD the same to the said Alva C. Wilson, his heirs, and assigns, forever, together with the appurtenances, estate, title and interest thereto belonging. I hereby covenant and bind my heirs and repr sentatives to forever warrant and defend the title to the said property and bargained premises against the lawful claims of all persons whomsoever, and that I am lawfully seized of said property and bargained premises, have a good right to sell and convey it, and the same is unencumbered .

Witness our hand and seal this the 19th day of April 1901.
Mary Emma Taylor.

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

Personally appeared before me, A. J. McGehee, A Notary Public in and for said State and County, the within named Mrs. Mary E. Taylor, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my Hand this the 19th day of April 1901.
A.J. McGehee.-
-Notary Public-

Tranquilla S. Hamblen.....) Filed for Record January 18-1905 at 8 A.M.
J. K. Hamlin.....) Recorded January 18-1905.
To/Deed.....) H. C. Hamlin.....)

For value received in money borrowed of H. C. Hamlin on the 29th day of October, 1901, in the amount of Two Hundred Dollars, - We, bar, gain, grant sell and convey to H. C. Hamlin and his heirs, in fee simple the following land situate in Madison County, Mississippi, and described as:- The W 1/2 of NE 1/4 ofSec. 11. Town. 10. Range 5 East. less 60 acres off of the South end, making 20 acres. - thus conveyed on the North end of said eighty, with the tenements and hereditary thereto belonging.

In testimony whereof, Witness our named and signatures, this the 16th day of January A. D. 1905.
Witness:-

J. M. Hamlin Tranquilla S. Hamlin
J. K. Hamlin =

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

Personally appeared before me, J. H. Robb, A Notary Public in and for the City of Greenville, County and State aforesaid, J. K. Hamlin and Tranquilla S. Hamlin, who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned as theri act and deed.

Given under my hand and official seal this the 17th day of January 1905.
J. H. Robb-
-Notary Public-

Henry Smith.....)
Kittie Smith.....)
To/War. Deed.....:-
Mancil Smith.....)

Filed for Record January 18-1905 at 9 A.M.

Recorded January 18-1905.

In consideration of Two Hundred and Thirty Dollars, cash in hand paid us by Mancil Smith, the receipt of which is hereby acknowledged, We, Henry Smith and Kitty Smith, Husband and Wife, do hereby convey and warrant unto Smith forever the following described property, being and situated in the County of Madison - State of Mississippi:-
to-wit:-

Lot 8, E. B. L.Sec. 24, Tr 12. R. 4. E.
being all of N $\frac{1}{2}$ SE $\frac{1}{2}$ of said section lying east of the Choctaw Boundary line, and
S $\frac{1}{2}$ S $\frac{1}{2}$ Fractional part ofSec. 24. T. 12. R. 4. E,
lying east of Choctaw Boundary line being Lot 9, E.B.L.

Witness our hands and seals this the 11th day of Jan'y A.D. 1904.

Witness:-

H. Greenwaldt.

Henry Smith His X Mark (SEAL)
Kittie Smith Her X Mark. (SEAL)

State of Mississippi...)

:-SS

Madison County.....)

Personally appeared before me, H. Greenwaldt, A Justice of the Peace in and for said County and State, the within named Henry Smith and Kittie Smith, Husband and wife, 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 this the 14th day of Jan'y. A.D. 1905.

H. Greenwaldt.
-Justice of the Peace-

Felix Greenwood.....)
Easter Greenwood.....)
To/ Deed.....:-
Meshack Wars.....)

Filed for Record Jan. 18-1905 at 3 P.M.

Recorded January 18-1905.

State of Mississippi)

:-SS

Madison County.....)

For and in consideration of \$260.00 cash in hand paid to us by Meshack Wars, we hereby convey and warrant to him the:-

E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ ofSec. 14. T. 10. R. 5 East.
situated in the said County and State together with all appurtenances thereon belonging.

Witness our signature this the 14th day of January 1905.

Felix Greenwood His X Mark.
Easter Greenwood.

State of Mississippi..)

:-SS

Madison County.....)

This day personally appeared before me, A Justice of the Peace in and for the County and State aforesaid, Felix Greenwood and Easter Greenwood, who acknowledged that they signed and delivered the foregoing instrument as their act and deed

AUTHORITY TO CANCEL.

To the Chancery Clerk of Madison pg 15
Holmes County:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust, executed by

T. J. Parker
to Mrs. Goodman and recorded on page 15
of Book No. 1000 This 14th day of Dec 1905

W. B. Parks
Notary Public
Miss.

even date due Dec. 1st, 1905.- Now, in order to secure the payment of all such money and things furnished and to be furnished, to the maturity of said account as aforesaid, as well as to secure payment of any and all debts that may be furnished afterwards, and to the first day of March 1906, the said T. J. Parker, doth give, grant, bargain and sell to J.M. Tate as Trustee, following described property, in Madison County, Mississippi, to wit:-

N $\frac{1}{2}$ of NW $\frac{1}{4}$ less one and half acres out of NW Corner of East half of N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 22. T. 12. R. 5. E, It is agreed that said Bank of Goodman may apply any money or other valuable thing as they may desire, and the property herein conveyed is held for surety for the balance, that may be due; and if this trust is to be enforced, it is agreed that said party of the first part will pay all attorney's and Trustee's fees and other costs that may be incurred in enforcing the same. And this Deed of Trust is intended as surety for all debts that may be incurred up to the first day of March after the maturity of the aforesaid debts.

(SEE NEXT PAGE)

*Satisfied by authority of
attache. Dec 21 1905
P. H. Lockett
Notary Public*

P. H. Lockett-
J.P.

or Record January 3-1905 at 8 A.M.

January 18-1905.

ppi)

:-SS

first part, is indebted to the Bank of \$100, Dollars, on his promissory note of

If the said party of the first part fail to pay aforesaid debts, at maturity, or any debts owing, Bank of Goodman, then the said Trustee may, at request of Bank of Goodman take charge of aforesaid property, and after advertising the same for ten days, by written notice upon the Court House Door of Holmes County, or at a public place, at the option of said Trustee, shall sell a sufficiency of said property to pay said debts and all costs of executing this trust, at public auction, for cash, at the time and place specified in such notice; and after paying said debts and costs, shall pay the residue to the party of the first part. Said Trustee may take possession of and sell said property at any time he may think it is endangered as a security for the debts secured hereby as provided for. And Bank of Goodman or its assignees or legal representatives, may at any time they may desire, appoint another Trustee instead of J. M. Tate, who is authorized to execute this deed of trust. It further distinctly understood and agreed that the parties aforesaid that the prices charged on account for goods supplies and merchandise sold, so far as the same has been agreed upon bind between the parties at the time of sale, shall be deemed and held to be fair and reasonable;

prevalent at deed of trust and Cotton or and all of said it to be ginned at private or ginning balin of the proceeds Executed

credit market price to be gathered any cotton or cause the best advantage taking, gathering, and be paid out

State of Miss

Holmes County

for the Court

that he signed, sealed and delivered the foregoing deed of trust and agreement at the time therein named as his act and deed.

Public, in and acknowledged

Given under my hand and seal of office this the 30th day of Dec. A. D. 1904.

E. W. Pickens
-Notary Public-

E. L. Lester.....)

Filed for Record Jan. 3-1905 at 8 A.M.

To/Deed Trust.....)

Recorded January 19-1905.

J. M. Tate- Trustee...)

Use-Bank of Goodman...)

State of Mississippi
Holmes County.....)

Whereas, E. L. Lester, the party of the first part, is indebted to Bank of Goodman in the sum of Four Hundred and Seventy one Dollars, on his promissory note of even date due Dec., 1st-1905, - Now, in order to secure the payment of all such money and things furnished, to the maturity of said account as aforesaid, as well as to secure payment of any and all debts that may be furnished afterwards, and to the 1st day of March 1906, the said E. L. Lester doth give, grant, bargain and sell to J. M. Tate as Trustee, following described property in Madison County, to wit:-

West 1/2 of North-west quarterSec. 28. T. 12. R. 5 East-Containing 80 acres, more or less.

One dark bay horse- 12 years old named "Charley".
One dark stud colt- 2 yrs. old- named "Joe".
One cream colored cow, with white stops- 4 years old.
And all of the crops of corn, fodder, cotton, and all other agricultural products raised by party of the first part and his employees, laborers, and tenants, or share hands; and to which he is entitled as rent and supplies; or as share of the crops raised on his place in Madison County, Mississippi, or any other place during the year 1905, - It is agreed that said Bank of Goodman may apply any money or other valuable thing as they may desire, and the property herein conveyed is held for surety for any balance that may be due; and if this trust is to be enforced, it is agreed that said party of the first part will pay all Attorney's and Trustee's fees and other costs that may be incurred in enforcing the same; and this Deed of Trust is intended as a surety for all the debts that may be incurred up to the first day of March after the maturity of the aforesaid debts. If the said party of the first part fail to pay aforesaid debts at maturity, or any debts owing Bank of Goodman then the said Trustee may at the request of the Bank of Goodman take charge of the aforesaid property, and after advertising the same for ten days, by written notice upon the Court House door

of Holmes County, or at a public place at the option of said Trustee, shall sell a sufficiency of said property to pay said debts and all costs of executing this trust, at public auction, for cash, at the time and place specified in such notice; and after paying said debts and costs, shall pay the residue to the party of the first part. Said Trustee may take possession of all and sell said property and at any time he may think it is endangered as a security for the debt secured hereby as provided for.

And the Bank of Goodman, or its assigns, or legal representatives may at any time they may desire appoint another Trustee instead of J. M. Tate, who is authorized to execute this Deed of Trust. It is further distinctly understood and agreed between the parties aforesaid that the prices charged in account for goods, supplies, and merchandise sold, so far as the same has been agreed upon by and between the parties at the time of sale, shall be deemed and held as fair and reasonable; and if no such prices have been agreed upon, that the credit market prices prevalent at the time of sale and delivery may be charged and collected under this Deed of Trust; and should the said Trustee take possession of the said crops of corn and cotton, or any part

(SEE NEXT PAGE)

*Notified by writing under from Bank of Goodman July 11 1906
J. M. Tate Trustee
By W. D. [unclear]*

thereof, he may proceed to gather, or cause 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 case may be; and all expenses of picking, gathering, ginning, baling and selling shall be a lien upon such corn and cotton, and be paid out of the proceeds thereof.

Executed this the 30th day of December A. D. 1904.
E. L. Lester.

State of Mississippi.....)
Holmes County.....)

Personally appeared before me, E. W. Pickens, Notary Public in and for the County and State aforesaid, the within named E. L. Lester, who acknowledged that he signed, sealed and delivered the foregoing Deed of Trust and Agreement, at the time therein named; as his act and deed.

Given under my hand and seal of office, this the 30th day of Dec. A. D. 1904.
E. W. Pickens
Notary Public

J. L. Cauthen et ux.....)
To/ Deed Trust.....)
J. M. Tate- Trustee.....)
Use- Bank of Goodman.....)

Filed for Record Jan. 12-1905 at 4.30 P.M.
Recorded January 19-1905.

State of Mississippi)
Holmes County.....)

Whereas, J. L. Cauthen and his wife, M. L. Cauthen, the parties of the first part are indebted to Bank of Goodman in the sum of Five Hundred and Seventy-two Dollars, on their promissory note of even date due Dec. 1st- 1905- Now, in order to secure the payment of all such money and things furnished, and to be furnished, to the maturity of said account as aforesaid, as well as to secure the payment of any and all debts that may be furnished afterwards, and to the first day of March 1906, the said J. L. Cauthen and his wife, M. L. Cauthen, doth give, grant, bargain and sell to J. M. Tate, as Trustee, following described property - in Madison County, Mississippi- to wit:-

Sec. 22. T. 12. R. 5 East.

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AUTHORITY TO CANCEL.

To the Chancery Clerk of ^{Madison} Holmes County:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust, executed by

J. L. Cauthen et ux
to J. M. Tate, Trustee, and recorded on page 17
of Book No. 000. This 10th day of Jan 1906

her agricultural products raised tenants, or share hands, and to f the crop raised on his own place g the year 1905; - It is agreed luable thing they may desire, ny-balance that may be due; and if y of the first part will pay all e incurred in enforcing the same, debts that may be incurred up to id debts. If the said party of or any debts owing Bank of Goodman,

then the said Trustee may, at request of Bank of Goodman, take charge of aforesaid property, and after advertising the same for ten days, by written notice upon the Court House door of Madison County, or at a public place, at the option of said Trustee, shall sell a sufficiency of said property to pay said debts and all costs of executing this trust at public auction, for cash, at the time and place specified in such notice; and after paying said debts and costs, shall pay the residue to the party of the first part. Said trustee may take possession of and sell said property at any time he may think it endangered as a security for the debt secured hereby as provided.

And Bank of Goodman or his assigns, or legal representatives may at any time they desire, appoint another Trustee, instead of J. M. Tate, who is authorized to execute this Deed of Trust. It is further distinctly understood and agreed between the parties aforesaid, that the prices charged in account for goods, supplies and merchandise sold, so far as the same has been agreed upon by and between the parties at the time of sale, shall be deemed and held to be fair and reasonable; and if no such prices have been agreed upon, that the credit market price prevalent at the time of sale and delivery may be chargeable and collected under this Deed of Trust; and should the said Trustee take possession of said crops of corn and cotton, or any part thereof, he may proceed to gather, or cause to be gathered, any and all of said crops standing in 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 case may be; and all expenses of picking, gathering, ginning, and selling, shall be a lien upon such corn and cotton, and be paid out of the proceeds of the sale thereof.

Executed this the 30th day of January A. D. 1905.
J. L. Cauthen.
M. L. Cauthen.

State of Mississippi.....)
Holmes County.....)

Personally appeared before, E. W. Pickens, Notary Public in and for said County and State, the within named J. L. Cauthen and his wife, M. L. Cauthen, who severally acknowledged that they signed, sealed and delivered the foregoing Deed of Trust and Agreement at the time therein named as their act and deed.

Given under my hand and seal of office, this 7th day of January A.D. 1905.
E. W. Pickens
Notary Public

Notary Public for Madison County, Miss. J. W. Pickens

L. E. O'Malley.....)
J. E. O'Malley.....)
To/.....:-
L. A. Parrott- Trustee)
W. B. Weiner- Surety..)

Filed for Record January 19.1905 at 10. A.M.

Recorded January 19-1905.

State of Mississippi)

:-DEED TO INDEMNIFY AND SAVE HARMLESS.

Madison County.....)

In consideration That W. B. Weiner, has become surety on my note to the FIRST NATIONAL BANK OF CANTON for the sum of ONE HUNDRED THIRTY SEVEN & 50/100 Dollars, due and payable to said Bank on the 18th day of January 1906, bearing interest at the rate of 10% per annum from the maturity 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:-

The south half of a lot on Union Street, beginning at a point 100 feet south of Fulton Street where said lot corners with the lot of Mrs. S. P. Shackelford thence East 200 feet thence South 100 feet thence west 200 feet thence north 100 feet to the point of beginning. The north half of said lots being formerly sold to Mrs. S. M. Bunch. This is to cover the south half of said lot. Running along Union Street 52 feet, and is in the City of Canton, Madison County, State of Mississippi, being the same piece of property conveyed to me by M. J. Justice, and Recorded in Book "Uy" Page "245" of the Records of the Chancery Clerk's Office in Madison County.

But on the following conditions, viz:--Whereas, the said W. B. Weiner 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 (30) Thirty 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 may be necessary to pay said debt and costs, and convey the estate so sold to the purchaser; retaining a reasonable sum for the expense of executing this trust, and applying 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 A. Hesdorffer, for the amount so paid by W. B. Weiner.

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 the property, and the sale thereof, and if any money remains over he shall pay the same to said L. E. and J. E. O'Malley.

It is further understood and agreed 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 renewal, merger 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, Witness my signature, this the 18th day of January A. D. 1905

L. E. O'Malley.

J. E. O'Malley.

State of Mississippi...)

:-SS

Madison County.....)

Personally appeared before me, J. E. O'Malley and J. P. O'Malley of the said County, the within named parties, 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 18th day of January 1905.

A. Garbarino- Jr.

-Notary Public-

-Of Madison County, Miss.

Handwritten notes:
Cull M. B. Weiner
12/18/05
Red in

S. G. Pitchford.....)

Filed for Record Jan.19th 1905 at 9 A.M.

To/.....)

Recorded January 19-1905.

L. A. Parrott- Trustee.....)

A. Hesdorffer.Surety.....)

)1st N.B.)

State of Mississippi)

:-DEED TO INDEMNIFY & SAVE HARMLESS.

Madison County.....)

In consideration That Albert Hesdorffer has become surety on my note to the FIRST NATIONAL BANK OF CANTON for the sum of Nine Hundred Sixty and no/100 Dollars, for purchase money for land, due and payable to said Bank on the 18th day of January 1905, bearing interest at the rate of 8% per annum from the Maturity 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 propety lying, and being in Madison County, in said State, as follows, to wit:-

E 1/2 less 6 acres in SE Corner NE 1/4 Sec. 20. T. 9. R. 4. East- and N 1/2 of W 1/2 and 5 acres off SW Corner of SE 1/4 NW 1/4

..... Sec. 22. T. 9. R. 4 East

All situated in Madison County, State of Mississippi,.

It is expressly understood that this money is for the purchase money of

The E 1/2 less 6 acres in SE Corner of NE 1/4 Sec. 20. T. 9. R. 5 East- and it is not my homestead.

But on the following conditions, viz:- Whereas, the said Albert 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 the 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 30 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 debts and costs, and convey the estate so sold to the purchaser, retaining a reasonable sum for the expense of executing this trust, and applying 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 on such indebtedness, he shall pay and indemnify Albert Hesdorffer for the amount so paid by Albert Hesdorffer.

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 the property, and the sale thereof, and if any money remains over he shall pay the same to said S. G. Pitchford.

It is further understood and agreed 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 representative 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, clother 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 renewal, merger 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, or merger was mentioned and described herein.

IN TESTIMONY, Witness my signature, this the 18th day of January A. D. 1905.

S. G. Pitchford.

State of Mississippi.....)

:-SS . .

Madison County.....)

Personally appeared before me, A. Garbarino, Jr., Notary Public of Madison County, of the said County, the within named S. G. Pitchford, who acknowledged that he signed and delivered the foregoing deed on the day and year herein mentioned. Given under my hand and official seal, this the 18th day of January A.D. 1905.

A. Garbarino- Jr.-

Notary Public, of Madison Co., Miss,

H. E. Lee- Commissioner...) Filed for Record January 19 1905 at 8.30 A.M.
John H. Stokes et ux...)
To/Deed.....) Recorded January 19 1905.
S. G. Pitchford.....)

THIS INDENTURE, made and entered into this the 26th day of December 1904, between HENRY E. LEE COMMISSIONER OF THE COUNTY OF NOTTOWAY VIRGINIA party of the one part

-AND-

S. G. PITCHFORD OF SHOCOCOE, MISSISSIPPI, party of the second part, WITNESSETH:- Whereas on the 10th day of October 1904, it was decreed and ordered by the Circuit Court of the County of Lunenburg, Virginia, in a certain cause between Martha S. Stokes and Others, Plaintiffs, and John Stokes, Executor, of the late John B. Stokes, defendant that the said Henry E. Lee, who was thereby appointed a COMMISSIONER for the purpose, should by private sale, for cash, make sale of a certain parcel, or tract of land situated in Madison County, Miss., known as the East 1/2 of Section 20, Town. 9, Range 4 less 6 & 2/3 acres off of East side.

The said Henry E. Lee, Commissioner as aforesaid, in pursuance of the said decretal order did offer the said property for sale, at which said sale the said land was sold to S. G. Pitchford for the sum of Nine Hundred Dollars (\$900.00) that being the highest bid for the same, AND WHEREAS THE WHOLE OF THE PURCHASE MONEY HAS BEEN PAID, according to the said decretal order.

NOW THIS INDENTURE WITNESSETH:- THAT THE SAID HENRY E. LEE COMMISSIONER as aforesaid in order to carry into effect the said sale made as aforesaid, in pursuance of the said decretal order, in consideration of the premises and of the sum of NINE HUNDRED DOLLARS (\$900.00) to him in hand paid by the said S. G. Pitchford, agreeably to the terms of the said decretal order at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, doth grant, bargain, sell and convey unto the said S. G. Pitchford, his heirs and assigns forever, that certain tract or parcel of land situated in the County of Madison, State of Mississippi, of which the late JOHN H. STOKES died seized and possessed, and known as the:- East 1/2 of Section 20, Town. 9 Range 4 E, less 6 & 2/3 acres off of East Side. AND THE SAID HENRY E. LEE COMMISSIONER AS AFORESAID, the title to the said land against himself, and his heirs and all persons claiming by or under him will forever warrant and defend.

WITNESS THE FOLLOWING SIGNATURE AND SEAL THIS THE DAY AND YEAR FIRST AFORESAID.

Henry E. Lee
Commissioner (SEAL)

State of Virginia, County of Nottoway, to wit:-

I, J. P. Agnew, A Notary Public in and for the County of Nottoway Virginia, do hereby certify that Henry E. Lee, whose name is signed to the foregoing deed as Commissioner, personally appeared before me and acknowledged the same to be his act and deed in my county and state aforesaid.

Given under my hand this the 27th day of December 1904.

J. P. Agnew
-Notary Public- (SEAL)

My Commission will expire May 26 1907.

State of Virginia.....)

Nottoway County.....)

Personally appeared before me, J. P. Agnew, A Notary Public said County, the within named Henry E. Lee, Commissioner of the Circuit Court of County of Lunenburg, Virginia, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand at my office in said County, this the 13th day of January A. D. 1905.

J. P. Agnew
-Notary Public-

My Commission will expire May 26th 1907.

.....

Mrs. Imelda Granger.....)

Filed for Record January 19-1905 at 4 P.M.

To/ Deed.....)

Recorded January 20-1905.

Mrs. Martina Smith.....)

State of Mississippi.)

:-SS

Madison County.....)

In consideration of Eight Thousand Two Hundred and Forty Six Dollars and three cents, I, Imelda Granger, wife of Dr. Amedee Granger, a citizen of New Orleans, Louisiana, do by these presents, convey and warrant to Mrs. Martina Smith, my Mother, and Mrs. Lella Adams, wife of C. R. Adams, and Elizabeth Smith, my sisters, and Garner Smith, my brother, all my right and title to an undivided one-sixth interest in the following lands, tenements and heriditaments lying and being in Madison County, Mississippi, which lands descended to me as one of the heirs of my father, Carroll Smith, and are described as follows, to wit:-

The NW 1/4 Sec. 5.
And all S. Sec. 6.
And the NW 1/4 of Sec. 7. all in T. 8. R. 2 West-
And the SW 1/4 SE 1/4 Sec. 14. T. 9. R. 2 East-
And 32 acres in the W 1/2 SE 1/4 east of Creek, and seven and one-fourth acres out of the NE Corner of the SW 1/4 and NE 1/4 less Eight acres in S 1/2, and less twenty-one acres in SE Corner Sec. 23.
And the West half of E 1/2 NW 1/4, and the W 1/2 SW 1/4 less ten acres out of the NE Corner SW 1/4 SW 1/4, and two and one-half acres off the N end W 1/2 E 1/2 SW 1/4, and the W 1/2 NW 1/4 outside of City Sec. 24.
And the W 1/2 NW 1/4 Sec. 25.
And fifty-six acres out of the NE Corner NE 1/4 east of the Creek Sec. 26.
All in T. 9. R. 2 East- containing five hundred and seventy-eight and three-quarter acres, more or less, being the old home place, less one hundred and thirty seven acres out of said place owned in severalty by Mrs. Martina Smith, reference to her deeds here made for their description of said one hundred and thirty-seven acres

And the SE 1/4 SW 1/4 Sec. 31, T. 9. R. 3 East- Also the following lots situated in the City of Canton- to wit:-
Lot 7, south side of East Peace Street, Lot 5 on East side South Union Street, and Lots 14 and 16 North side of Peace Street, and South half Lot 11, S. side W. Center Street, and Lot 13 between Franklin and Peace Street, and 16 south side W. Peace Street, and Lots 46, 47, 48, and 49 W. side West Street, and Lots 33, 35, 37, 39, 41, 49 and 51 on South side W. North Street, Lots 13 and 14 and Cabin north side Franklin street, and Lot 17 and Hotel South side W. Peace Street, and Lot 19 and Barber Shop and Lots 21 and 23- all on South side W. Peace Street, and Lot 8 and 4 Cabins North of West Fulton Street, Lot 12 two cabins, gin house and machinery north side W. Fulton Street, and Lots 8 to 22 inclusive, houses cabins, brick yard, and machinery north side of North Street, Lot 6 west side Owen Street, Lot 25 and house on Corner of Fulton and Chestnut Streets, Lot 4 West side Trolie Street, and Lot 57 south side Academy Street, and forty acres off the east side E 1/2 NW 1/4 inside the City Sec. 24. T. 9. R. 2 East-
And two and one-half acres off the North end E 1/2 E 1/2 SW 1/4 Sec. 24. T. 9. R. 2 East, and nine acres in SW 1/4 NE 1/4 inside City Sec. 24. T. 9. R. 2 East.

In testimony whereof, witness my hand and seal this the 19th day of January 1905.
By her Agent and Attorney in fact.

Mrs. Imelda Granger.
Amedee Granger- M.D.

State of Mississippi.....)

:-SS

Madison County.....)

Personally came and appeared before me, Mrs. Imelda Granger, wife of Dr. Amedee Granger, in the person of her husband and attorney in fact, who acknowledged before me that she signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and seal of office this theday of1905.

The State of Miss.....)

:-SS.

Madison County.....)

Personally came and appeared before me, Clerk of the Chancery Court, in and for said County, Mrs. Imelda Granger, wife of Dr. Amedee Granger, her agent and attorney in fact, who acknowledged that she signed and delivered the foregoing deed of conveyance on the day and year therein mentioned.
Witness my hand and seal of office this the 19th day of January 1905.
F. C. McAllister. - Clerk.
By W. O. Baldwin- D. C.

M. A. Hill.....) Filed for Record January 20-1905 at 1P.M.
To/Deed.....)
Albert P. Hill.....) Recorded January 20-1905.

State of Mississippi)

Madison County.....)

For and in consideration of love and affection, I hereby warrant abd convey to my son, Albert P. Hill, the following described land lying and situated in Madison County, State of Mississippi, and more particularly described as follows:- to wit:-

E 1/2 E 1/2 and W 1/2 SE 1/4 NW 1/4Sec. 21. T. 9. R. 3 East.
W 1/2 W 1/2Sec. 22. T. 9. R. 3 East.
W 1/2 SW 1/2Sec. 27. T. 9. R. 3 East.
E 1/2 E 1/2Sec. 28. T. 9. R. 3 East.

-Containing Five Hundred and Eighty acres more or less. To have and to hold unto his and his heirs forever.

Witness my signature this the 8th day of January 1904.
M. A. Hill.

State of Mississippi...)

Madison County.....)

Personally appeared before me, E. A. Howell, A Notary Public in and for the City of Canton, Madison County, and State of Mississippi, the within named M. A. Hill, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the 8th day of January 1904.

E. A. Howell
-Notary Public-

My Commission expires September 26/06.

Thomas Mulhearn.....) Filed for Record January 20-1905 at 4 P.M.
To/Deed.....)
M. O'Mara.....) Recorded January 20-1905.

In consideration of Ten Dollars in hand paid, I convey and warrant to M. O'Mara, the following land situated in Madison County, Mississippi, and described as:-

The West 1/2 S 1/2 N 1/2 E 1/2 SW 1/4Sec. 12. Town. 11. Range 4 East - containing Ten acres, more or less.

Witness my signature this the 10th day of December 1890.
Thos. Mulhearn.

State of Mississippi.)

-SS

Madison County.....)

Personally appeared before me, a Justice of the Peace of the County aforesaid, Thomas Mulhearn, who acknowledged that he signed and delivered the foregoing Deed of Conveyance as his own act and deed on the day and year therein named.

Witness my hand this the 10th day of December 1890.

Samuel Milton
-J.P.

J. F. Tye Sr.....) Filed for Record January 20-1905 at 5 P.M.
To/War Deed.....)
Wisdom James.....) Recorded January 20-1905.

In consideration of One Hundred and Fifty Dollars, cash in hand paid me by Wisdom James, the receipt of which is hereby acknowledged, I, J. F. Tye, Sr., do hereby convey and warrant unto Wisdom James forever, the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to wit:-

Lot No. 9. East of Boundary line.....Sec. 25. T. 12. R. 4 E.

Witness my hand and seal this the 13th day of January A. D. 1906.

J. F. Tye Sr. (SEAL)

State of Mississippi...)

-SS

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 J. F. Tye, Sr., who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein named as his own act and deed.

Given under my hand and official seal of office, this the 13th day of January A. D. 1906.

Harry T. Huber
-Notary Public-

Edward Catchings.....)
To/ Deed.....)
John Grant.....)

Filed for Record January 20-1905 at 5 P.M.
Recorded January 21-1905

For a valuable consideration paid me by John Grant - the receipt of which is hereby acknowledged- I, Edward Catchings, do hereby convey and warrant unto the said John Grant forever the following described lands in Madison County, State of Mississippi- to wit:-

The NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 23
W $\frac{1}{2}$ W $\frac{1}{2}$ ofSec. 24, Town. 12. Range 5 East.

Said lands have never been my homestead.

Witness my signature and seal this the 7th day of January 1905.
Edward Catchings. His X Mark (SEAL)

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

Personally appeared before me, the undersigned officer- Edward Catchings- 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 this the 17th day of January 1905.

W. T. Linn
J.P.-

D. C. McCool .-Commissioner....)
J. A. Bennett.....)
....To/ Deed.....)
James Simrall.....)

Filed for Record Jan. 21-1905 at 2 P.M.
Recorded January 21-1905.

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

Whereas, by a Decree of the Chancery Court, rendered on the 22nd day of November 1904, in the case of Samuel King et al vs James A. Bennett Jr., certain lands of the said Bennett were condemned to be sold to pay a judgment in favor of Plaintiff for the sum of \$630.00 and whereas the undersigned- Dick McCool, was appointed to sell said lands at public out-cry to the highest bidder for cash, and after due publication of time and place of sale, I, the said Commissioner, sold the same, as directed, at the South door of the Court-house of said County on the 2nd Monday of January 1905, selling the two tracts- to wit:-

Eighteen acres of land off the north end of the West half of the North east quarter inSec. 32.
And sixty acres off the South End of the East half of the South west quarter inSec. 20-
All inTownship 8, Range One East-
in one body- and James Simrall become the highest and best bidder for said lands, at and for the sum of \$485.00, for both tracts- Now, therefore, in consideration of said sum of \$485.00, to me in hand paid, the receipt of which is hereby acknowledged, I do hereby convey, as such commissioner, said lands, to wit:-

Eighteen acres of land off the North end of the West half of the North east quarter inSec. 32,
And sixty acres off the south end of the East half of the South west quarter inSec. 20-
All inTown. 8 Range One East-

in Madison County, to James Simrall and all the right and title of the said James A. Bennett Jr., in and to said lands, warranting the title thereto only so far as I am required by law as the Commissioner of said Court so to do.

In testimony, witness my hand this the 221st day of January 1905.
D. C. McCool.

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

Personally came and appeared before me, E. C. McAllister, Clerk in and for the said County of Madison, D. C. McCool- Commissioner, who acknowledged that he signed and delivered the above instrument on the day and year therein mentioned.
F. C. McAllister- Clerk.
By W. O. Baldwin.- Deputy Clerk.

L. P. Greaves.....) Filed for Record January 21-1905 at 5 P.M.
H. B. Greaves...:-
To/W. D.....)
M.R. Durfey....) Recorded January 23-1905

In consideration of (\$600.00) Six Hundred Dollars, (\$200.00) Two hundred Dollars cash, paid us by M. R. Durfey and (\$400.00) Four Hundred Dollars to be paid Febry., 20-1905, and the further considerations and agreements hereinafter named, we convey and warrant to the said M.R. Durfey the lot or parcel of land 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. 71 on the South side of Center Street, being 100 ft. front on said south side of Center Street., And running back between parallel lines 200 ft., more or less, to the plank fence dividing now said lot from the property of Mrs. Annie Sutherland, said Sutherland property being Lot No. 72 North side of Peace Street said City.

It is distinctly understood that said grantors consider said property worth (\$700.00) Seven Hundred Dollars, but whereas the said M. R. Durfey has undertaken and promised that in consideration of a reduction on said purchase money price of said sum of (\$100.00) One Hundred Dollars, the said M. R. Durfey agrees with said grantors as a part of the said consideration for this conveyance, that should either of them, or their children, ever reside on the property now owned by H. B. Greaves, on the opposite side of the Street from property here conveyed, namely Lots Nos. 74 and 76, that the lot here conveyed shall not be leased, sold or occupied by negroes after thirty days after any of the above parties begin to reside on said Lots Nos. 74 and 76, this covenant to run with the title into the hands of whomsoever acquires this lot, and is to bind the above grantee, his heirs, and assigns.

In the event this covenant is disregarded, or broken, then the said \$100.00 reduced from the purchase price shall become due and payable, and not until then, and be a lien upon said property with 10% interest from date of this Deed, and reasonable attorney's fees be allowed by Court, if collection is enforced through the Courts, all to be a lien upon said Lot. It is distinctly understood that a Vendor's lien be reserved on the said lot until the said \$400.00 is paid.

Witness our signatures this the 31st day of January 1905.
Laila P. Greaves.
H. B. Greaves.

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

Personally appeared before me, Wm. Yandell, Mayor of the City of Canton, and Ex-Officio - A Justice of the Peace - H. B. Greaves and Laila P. Greaves, husband and wife, who acknowledged that signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal in the City of Canton this the 21st day of January 1905.

Wm. M. Yandell.
Mayor & Ex Officio Justice of the Peace

James Simrall.....) Filed for Record January 21-1905 at 2.30 P.M.
To/ Deed.....:-
C. M. Coker.....) Recorded January 23-1905.
State of Mississippi.)
Madison County.....)

In consideration of the sum of One Hundred and Eighty-five Dollars, (\$185.00) Cash in hand paid me, receipt of which is hereby acknowledged, I, James Simrall, convey unto Dr. C. M. Coker the following described lands lying, being and situated in said County and State, to wit:-

Eighteen acres of land off the North end of the West half of the North east quarter.....Sec. 32. Town. 8- Range 1 East.

In testimony whereof witness my signature this the 21st day of January 1905.
James. Simrall.

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

Personally came and appeared before me, F. C. McAllister, Clerk of the Chancery Court, in and for said County, the within named James Simrall who acknowledged that he signed and delivered the above instrument on the day and year therein mentioned.

F. C. McAllister - Clerk.
W. O. Baldwin - D.C.

Handwritten note: The consideration of \$600.00 has been paid each of the 21st of Jan 1905. The deed is cancelled at \$100.00.

L. H. Greaves.....) Filed for Record January 23-1905 at 8 A.M.
To/ Deed.....) Recorded January 23-1905.
W. H. Bradley.....)

For and in consideration of the sum of Two Thousand Dollars, cash in hand paid me by W. H. Bradley, I, L. H. Greaves, hereby convey and warrant unto said W. H. Bradley the following described real estate to wit:-

The West half (W₂) of the South east quarter (SE₄) ofSec. 17. Town. 8. Range 1 West- less a strip of thirty (30) feet off of the west side of said West 1/2 - and I also convey the following land-

Beginning at the SE Corner of said West half and running south sixty (60) feet, thence west 1290 feet to the road on the west of said land, thence north sixty feet along said road to SW Corner of said W₂ - thence East along the southern border of said West 1/2 to the point of beginning- containing in all 80 acres, more or less, and situated in the County of Madison, State of Mississippi, said strip of 60 feet on the South of said land being more particularly described as the land conveyed to me by A. H. Bradley in exchange for a 30-foot strip off of west side of said W₂ of SE₄ as described above.

Witness my signature this the 2nd day of January 1905.

L. H. Greaves.

State of Mississippi.....)

:-SS

Madison County.....)

This day personally appeared before me, the undersigned A Notary Public for Flora, Mississippi, the within named L. H. Greaves, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Witness my hand and seal this the 9th day of January 1905.

Dan Fore-

-Notary Public-

CarrOll Smith Jr.....) Filed for Record January 21-1905 at 5 P.M.
Imelda Granger.....) Recorded Janua ry 23-1905.
To/ Quit Claim.....) Martina A. Smith.....)-
Garner Smith.....)
Elizabeth Smith.....)
Lila Adams.....)

Canton, Miss., 1-19-1905.

For and in consideration of Five Hundred Sixteen Dollars, this day paid us, the receipt of which is hereby acknowledged, we this day convey and Quit Claim unto Martina A. Smith, Lila Adams, Garner Smith, and Elizabeth Smith all our interest in and unto the following described lands lying and being in Madison County, State of Mississippi-

SW₂Sec. 33. T. 10. R. 4 E- containing 160 acres.

E₂ SE₄Sec. 32. T. 10. R. 4 East- containing 80 acres. - 40 acres of land, more or less, being all the land on the North side of Canton and Carthage road, via Sharon off of W₂ NE₄Sec. 5. T. 9. R. 4 East-

Witness our signatures this the 19th Jan. 1905.

Carroll Smith Sr.

Mrs. Imelda Granger- by Amedee Granger, M.D. -and Atty. in fact.

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 Carrol Smith Jr. and Mrs. Imelda Granger, by Amedee Granger, M.D. Atty. in fact- who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

Given under my hand and official seal, at office, this the 21st day of January A. D. 1905.

F. C. McAllister- Clerk.

W. O. Baldwin- D. C.

Carroll Smith

Carroll Smith Jr.) Filed for Record January 21-1905 at 5 P.M.
 Imelda S. Granger)
 To/ Quit Claim) Recorded January 23-1905
 Martina A. Smith)
 Garner Smith)
 Elizabeth Smith)
 Lila Adams)

Canton, Miss., 1-31-1905.

For and in consideration of One Hundred Fifty two Dollars, cash in hand paid us, the receipt of which is hereby acknowledged, we hereby convey and quit claim unto Martina A. Smith, Garner Smith, Lila Adams, and Elizabeth Smith, all our interest in the following lands, lying in Madison County, Miss.,

- E $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 12 and
- W $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 13 and
- SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 14. T. 9 R. 4 East-
- E $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 18 and
- W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 18 and
- NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 18- All in Town. 9. R. 5 E-

containing in all 400 acres of land, more or less, being same land conveyed by T. G. Lockett to Carroll Smith by deed recorded in Book "LLL" on Page "420" among the records of Madison County, Miss., in the Chancery Clerk's Office thereof to which reference is hereby made.

Witness our hands and seals this the 21st day of Jan. 1905.

Carroll Smith Jr. (SEAL)
 Mrs. Imelda Granger- By Amedee Granger-
 M.D. Atty. in fact.

State of Mississippi)
 :--SS
 Madison County)

Personally appeared before me, B. C. McAllister, Clerk of the Chancery Court of the said County, the within named Carroll Smith, Jr., and Mrs. Imelda Granger, by Amedee Granger M.D. Atty. in fact - who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

Given under my hand and official seal, at office, this the 21st day of January A. D. 1905.

B. C. McAllister - Clerk.
 W. O. Baldwin - D. C.

T. M. Ward) Filed for Record January 23-1905 at 12.30 P.M.
 To/ Deed)
 Anabel Grafton) Recorded January 23-1905.
 Alma McNamara)
 H. M. Ward)

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

In consideration of love and affection I bear to three of my homeless children to wit:- Mrs. Anabel Grafton, Alma McNamara and H. M. Ward, I do, by these presents, grant, give and convey to them the following real property- situate- lying and being in said County and State- with the limitations and conditions hereinafter expressed.

1st:-
 I give and convey to Mrs. Anabel Grafton, for the term of her natural life, and at her death to the children of her body then living, the
 SW $\frac{1}{4}$ of Section 23- Township 10 Range 3 East.

2nd:-
 I give and convy to Alma McNamara for the term of her natural life, and at her death to the children of her body then living, the
 E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 22, Township 10- Range 3 East.

3rd:-
 But if either one of the foregoing donees should die leaving no children of their bodies, then the share of said donee shall immediately vest in and become the property of my other daughters not mentioned in this deed, share and share alike, or in case one of them should be dead, at the time having heirs of her body, then said heirs of her body shall take the share, or portion, their mother would be entitled to take if living.

4th:-
 I give and convey to H. M. Ward, in fee simple the
 W $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ Section 22, Township 10, Range 3 East.

I reserve the use and occupation of the said real estate so long as I live. The object and purpose of this deed being to fix the legal title to my property now and by this conveyance, with full right in the donees to have and enjoy the same after my death.

Witness my hand this the 16th day of January 1905.
T. M. Ward.

Witness:-
 F.P. Grafton.
 J. W. Coleman.

(SEE NEXT PAGE FOR ACKNOWLEDGMENT)

State of Mississippi...)

:-SS

January 16-1905.

Madison County.....)

Personally came and appeared before the undersigned, A Member of the Board of Supervisors, Dr. T. M. Ward, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand this the 16th day of January 1905.

F. D. Coleman.

-M. B. S.-

-Internal Revenue Stamp \$6.00- Cancelled-

L. F. Montgomery, Sr.....)

Filed for Record January 24-1905 at 2 P.M.

To/Deed.....)

Recorded January 24-1905.

Arthur Montgomery.....)

State of Mississippi)

:-SS

Madison County.....)

Whereas, Arthur Montgomery now of Atlanta, Georgia has within the past several years, loaned me divers sums of money aggregating at this date the sum of Five Thousand Four Thousand and Seventeen Dollars (\$5,417.76) and Seventy-six cents, or thereabout, receipt of which is hereby acknowledged, - Now, therefore, in payment and discharge of said indebtedness and interest thereon, I, L. F. Montgomery, Sr., of Madison Station, Madison County, in the State of Mississippi- hereby bargain, sells and conveys and warrants unto him, the said Arthur Montgomery the following described estate in Madison County

State of Mississippi- to wit:-

All of So. East Quarter less seven acres off a of So. West Corner ofSection Six, To. 7. Rg. 2 East- and One Hundred acres off So. West QuarterSection Five- To. 7. Range 2 East and All of North-west quarter less one acre in north west corner inSec. 6. in T. 7 R. 2 East-

Containing all measuring four hundred or 411 acres, more or less. Reserving the right to occupy and use the same for, and during my natural life, but the title in fee, absolute and unconditional to rest in the said Arthur Montgomery his heirs and assigns, immediately upon the execution and delivery hereof.

Witness my signature this the 31st day of December 1A. D. 1904.

(SEAL)

L. F. Montgomery- Sr.

State of Mississippi....)

:-SS

Madison County.....)

Personally appeared before me, the undersigned- A Justice of the Peace, in and for the aforesaid State and County, and being authorized to administer oaths, and accept acknowledgments, L. F. Montgomery, Sr., well known to me, who acknowledged that he signed 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 this the 31st day of December A.D. 1900.

W. G. Dorroh,

Justice of the Peace-

L. F. Montgomery, L. F. Sr.)

Filed for Record January 24-1905 at 2 P.M.

To/ Deed.....)

Recorded January 24-1905.

Josie A. Thompson.....):-

Maggie A. Thompson.....)

State of Mississippi)

:-SS

Madison County)

Whereas, Josie A. Thompson and Maggie E. Thompson, both of Madison County Mississippi, have with the past several years loaned me divers sums of money aggregating at this date the sums of One Thousand- Three Hundred and Thirty-seven \$ and five cents, from Josie A. Thompson and One Hundred and Eighty-one dollars and ninety-eight cents from Maggie E. Thompson aggregate total \$1519.03, the receipt of which is hereby acknowledged, now therefore, in payment and discharge of said indebtedness and interest thereon, I S. L. F. Montgomery Sr., of Madison County, State of Mississippi, hereby bargain, sell and convey and warrant unto the said Josie A. Thompson and Maggie E. Thompson the following described real estate in Madison County, Mississippi, :- The following described real estate- Viz:-

Seventy acres off of North east 1/4Section 6; To. 7. R. 2 East and and bounded on the west side by and old hedge running from my gin house north to section line going east and west- and Sixty acres off North-west 1/4 ofSection 5. T. 7. R. 2 East, bounded on the east side by a ditch running north and south aggregating one hundred and thirty acres, more or less, I reserving the right to occupy and use the same for and during my natural life but the title in fee absolute and unconditional to rest in the said Josie Thompson and Maggie E. Thompson, their heirs, and assigns immediately upon the execution and delivery thereof - whereof I write my name, this the 28th day of October A.D. 1901.

L. F. Montgomery- Sr.

(SEE NEXT PAGE FOR ACKNOWLEDGMENT)

State of Mississippi...)

: -SS

Madison County.....)

Personally appeared before me, the undersigned A Justice of the Peace in and for the aforesaid State and County, and being authorized to administer oaths and acknowledgments, L. F. Montgomery, well known to me, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his own act and deed.

Witness my hand this the 7th day of November 1901.

W. G. Dorroh

-Justice of the Peace-

A. C. Wilson & Wife.....)
To/ War. Deed.....)
D. C. Latimer.....)

Filed for Record January 24-1905 at 1.30 P.M.

Recorded January 24-1905.

In consideration of (\$2700.00) Twenty Seven Hundred Dollars, cash paid us, A. C. Wilson and wife, Rosa Wilson, by D. C. Latimer, the receipt of which is hereby acknowledged, we convey and warrant to D. C. Latimer the land lying in Madison County, State of Mississippi, described as-

The E 1/2 NW 1/4 and W 1/2 NE 1/4 and 25 acres off of North end of W 1/2 SE 1/4 and 50 acres off of North end of SW 1/4 in Sec. 5, Town. 10. R. 3 East- containing 235 acres, more or less, together with two bay mares, three cows, four yearlings, one new wagon one surrey and one buggy. Delivery of the personal property here mentioned being also made in proper person at and before the delivery of this deed.

Witness our signature this the 21st day of January 1905.

Alva C. Wilson
Rosa M. Wilson.

State of Mississippi.....)

: -SS

Madison County.....)

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court, of said County, the within named Alva C. Wilson and his wife, Rosa Wilson, who acknowledged to me that they signed and delivered the above instrument on the day and year therein written.

Given under my hand this the 21st day of January A. D. 1905.

F. C. McAllister- Clerk.
By W. O. Baldwin- D. C.

S. C. Sherrard.....)
N. O. James.....)
Hattie J. James.....)
B. F. James.....)
E. O. James.....)
J. K. James.....)
Mrs. B. L. Brown.....)
A. H. Cauthen.....)
M. A. Williams.....)
To/ Deed.....)
J. A. Sherrard.....)

Filed for Record January 24-1905 ay 10 A.M.

Recorded January 25-1905.

In consideration of TWO HUNDRED AND SIXTY FIVE DOLLARS, (\$265.00) - We convey and especially warrant to J. A. Sherrard the land lying in Madison County, State of Mississippi, described as the:-

E 1/2 of SE 1/4 Sec. 33. Town. 12. Range 5 East.

Witness our signaturesm this the Twenty-sixth (26th) day of October 1904.

S. C. Sherrard.
N. O. James.
Hattie J. James.
B. F. James.
E. O. James.
M. A. James.
J. K. James.
Mrs. B. L. Brown Her X Mark.
A. H. Cauthen.
M. A. Williams.

State of Mississippi)

: -SS

Madison County.....)

Personally appeared before em, J. B. Martin, A Member of the Board of Supervisors of said County, the within named S. C. Sherrard, N. O. James, H. J. James, B. F. James, C. O. James, N. A. James, J. K. James, A. H. Cauthen, M. A. Williams, who acknowledged that they signed and delivered the foregoing instruments on the day and year therein named.

Given under my hand this the 11th day of November 1904.

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

(SEE NEXT PAGE FOR ACKNOWLEDGMENT)

State of Mississippi..)

: -SS

Attala County.....)

Personally appeared before me, F. Lester, A Justice of the Peace of the County of Attala said State, the within named Mrs. B.L. Brown, who acknowledged that she signed and delivered the foregoing instrument on the 31st day of October 1904.

Given under my hand this the 31st day of October 1904.

F. Lester-

-J.P.-

A. J. and Eliza Wilkinson....)

Filed for Record January 26-1905 at 3 A.M.

To Deed Trust.....)

Recorded January 26th 1905.

J. M. Tate- Trustee.....)-

To Secure.....)

Simmons Power & Co.....)

State of Mississippi)

: -SS

Madison County.....)

Whereas, A. J. Wilkinson and wife, Eliza J. Wilkinson, the parties for the first part are indebted to Simmons Power & Co in the sum of One Hundred and Seventy Dollars, on their promissory note of even date due and payable on the 15th day of October 1905, and expects Simmons Power & Co., to furnish them goods, wares, merchandise, and money, which is to be due and payable on the 15th day of October 1905, Now, in order to secure the payment of all such money and things furnished, to the maturity of said account as aforesaid, as well as to secure payment of any and all debts that may be furnished afterwards, and to the first day of March 1906, the said A. J. and E. J. Wilkinson doth give, grant, bargain and sell to J. M. Tate, as Trustee, following described property, in Madison County Mississippi to wit:-

1/4 of SE 1/4 and E 1/2 SW 1/4Sec. 15. T. 11. R. 5 East- in Madison County, State of Mississippi, - and

One Black Horse mule about 11 years old name "Handy".

One White mare mule about 16 yrs. old name "Sal".

One two-horse wagon.

One red cow 4 yrs. old name "Minnie".

One roane cow 5 yrs. old name "May".

One red cow 4 yrs. old name "Lillie".

One roane cow 7 yrs. old name "Mandy".

And three Bull yearlings, 3 yrs. - not named.

And all increase. - Also one bay mare about nine or ten years old- Sold to them by Simmons Power & Co., and now in his possession, and all of the crops of corn, fodder, cotton and all other agricultural products raised by parties of the first part, and his employees laborers, and tenenats, or share hands, and to which they are entitled as rent and supplies or as share of the crops raised as their place in Madison County, Mississippi, or any other place during the year 1905. It is agreed that said Simmons Power & Co., may apply any money or other valuable things as they may desire, and the property herein described, is held as surety foany balance that may be due; and if this trust is to be enforced, it is agreed that said party of the first part will payall Attorney's and Trustee's fees and other cpsts that may be incurred in enforcing the same; and this Deed of Trust is intended as a surety for all debts that may be incurred up to the first day of March after the maturity of the aforesaid debts. If the said party of the first part fail to pay aforesaid debts at maturity, or any bedts owing Simmons Power & Co then the said Trustee may, at request of Simmons Power & Co., take charge of aforesaid property, and after advertising the same for ten days, by written notice upon the Court House Door of Madison County, or at a public place at the option of said Trustee, shall sell a sufficiency of said property to pay said debts and all costs of executing this trust, at public auction, for cash, at the time and place specified in such notice; and after paying said debts and costs, shall pay the residue, to the party of the first part. Said Trustee may take possession of and sell said property at any time he may think it endangered as a security for the debt secured hereby as provided for.

And Simmons Power & Co., or their assignees, or legal representatives, may at any time..... may desire, appoint another Trustee instead of..... who is authorized to execute this Deed of Trust. It is further distinctly understood and agreed between the parties aforesaid that the price charged in account for goods, supplies, and merchandise, sold, so far as the same has been agreed upon by and between the parties at the time of sale, shall be deemed and held to be fair and reasonable, - and if no such prices have been agreed upon, that the credit market price prevalent at the time of sale and delivery may be charged and collected under this Deed of Trust; and should the said Trustee take possession of the said crops of cotten and corn, or any part thereof, he may proceed to gather, or cause to be gathered, any and all 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 case may be, and all expenses of picking, gatherin, ginning, baling and selling shall be a lien upon such corn and cotton and be paid out of the proceeds of the sale thereof.

Executed this, the 21st day of January A. D. 1905.

A. J. Wilkinson.

Eliza Wilkinson.

(SEE NEXT PAGE FOR ACKNOWLEDGMENT)

Handwritten notes in left margin:
- State of Mississippi
- Attala County
- Madison County
- Deed of Trust
- J. M. Tate
- Simmons Power & Co
- Filed for Record
- Recorded
- State of Mississippi
- Madison County
- Deed of Trust
- J. M. Tate
- Simmons Power & Co
- Filed for Record
- Recorded
- State of Mississippi
- Madison County
- Deed of Trust
- J. M. Tate
- Simmons Power & Co
- Filed for Record
- Recorded
- State of Mississippi
- Madison County
- Deed of Trust
- J. M. Tate
- Simmons Power & Co
- Filed for Record
- Recorded

State of Mississippi...)

: -SS

Madison County.....)

Personally appeared before me, W. T. Linn., a Justice of the Peace in and for County and State aforesaid, the within named A. J. Williamson and Eliza Williamson, his wife, who severally acknowledged that they signed, sealed and delivered the foregoing Deed of Trust and Agreement at the time therein named, as their act and deed.

Given under my hand and seal of office, this the 24th day of January A.D. 1905.

W. T. Linn

J.P.

J. R. Cooper.....)

Filed for Record January 26-1905 at 2.30 P.M.

Caroline Cooper.....)

Recorded January 26-1905.

To/War. Deed.....)

Henry Williams.....)

In consideration of Five Hundred and Eighty Dollars, cash in hand paid us by Henry Williams, the receipt of which is hereby acknowledged, We, J. R. Cooper and Caroline Cooper, Husband and wife, do hereby convey and warrant unto Henry Williams forever the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

W 1/2 SW 1/4 and 20 acres off W side E 1/2 SW 1/4 Sec. 15. T. 11. R. 4. East-

Witness our hands and seals this the 12th day of December A. D. 1904.

J. R. Cooper

(SEAL)

Caroline Cooper

(SEAL)

State of Mississippi)

: -SS

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 J. R. Cooper and Caroline Cooper, Husband and wife, 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 12th day of December A.D. 1904.

Harry T. Huber

(SEAL)

-Notary Public-

My Commission expires 1/28/08

Mississippi State Bank.....)

Filed for Record January 26-1905 at 3 P.M.

By L. Foot- President.....:-

Recorded January 26-1905.

To/ Deed and Sale.....)

The Mississippi Company.....)

In consideration of Ten Dollars (\$10.00) - the receipt of which is hereby acknowledged, The Mississippi State Bank by its President, L. Foot, does convey and quit claim unto The Mississippi Company the following property:-

All of the Hickory and all of the gum and all of the ash and all of the Poplar trees and timber of whatever size and all of the oak trees and timber of 16 inches in diameter and over measured at a point 2 feet above the surface of the ground and all other timber and trees, except cypress now growing, located and situated upon the following described lands in Madison County, State of Mississippi, to wit:-

SW¹/₄ NW¹/₄ and W¹/₂ SW¹/₄Sec. 29. T. 11. R. 3 East.

W¹/₂ NE¹/₄ and SE¹/₄Sec. 30. T. 11. R. 3 East.

E¹/₂ NW¹/₄ and NE¹/₄Sec. 31. T. 11. R. 3 East-

24 acres off W. side E¹/₂ SE¹/₄Sec. 31. T. 11. R. 3 East.

NW¹/₄Sec. 32. T. 11. R. 3 East.

with power in said The Mississippi Company, its assigns and agents of ingress and egress to remove and cut said trees thereon for 4 years from March 7th, 1904, being the period allowed by O. G. Fitzgerald & Son.

Also all Red and white and Pin and other oak trees of every description that measure 16 inches and over in diameter, measured 2 feet above the surface of the ground and all hickory and ash trees of whatever size and all gum trees that measure 20 inches and over in diameter, measured 2 feet above the surface of the ground now growing and situated and standing upon the :-

E¹/₂ NE¹/₄Sec. 30. T. 11. R. 3 East-

in said County, with the right of ingress and egress to and from said lands to cut and remove said trees and timber until the 1st day of December, 1905, but sooner if said The Mississippi Company or its agents can conveniently do so. And also all of the Hickory Trees now standing upon all of the lands in Yazoo County, Mississippi, owned by E. F. Brister, and her children lying West of the I.C.R.R. Right of Way and East of their cleared land, with the right of ingress and egress to and from said lands to cut and remove said trees for 3 years from July 25th, 1904 but no longer. Also all of the Oak, Gum and Hickory trees subject to the contract given by W. A. Brown to Coleman Stave Works of Jackson, Miss., now standing upon the:-

NW¹/₄ ofSec. 1. and

NE¹/₄ ofSec. 2. in Town. 10. Range 2 East- in

said Yazoo County with the right of ingress and egress to and from said lands to cut and remove said trees for 4 years from August 17th, 1904, and no longer, except as to the 80 acres to be pointed out by said Brown, upon which said trees shall be cut and removed in one year from last named date.

(SEE NEXT PAGE- CONTINUED)

Also all Oak, Hickory, ash and gum trees now standing upon the --
 N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 1. T. 10. R. 2. East-
 Fractional E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 36. T. 11. R. 2. East-
 NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36 T. 11. R. 2 East. in said Yazoo
 County with the right of ingress and egress to cut and remove said trees for 3 years
 from Aug. 26th, 1904 but no longer.

Also all of the oak, hickory and gum trees 18 inches in diameter and over now
 standing on the:-

W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 36. T. 11. R. 2 East-
 E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 26. T. 11. R. 2 East-

in said County of Yazoo with the right of ingress and egress for 2 years from the
 26th day of Aug., 1904, but no longer. Also all of the Oak, Hickory, Ash, Walnut
 and Poplar trees now standing on all of the land that we own, lying North of the Can-
 ton and Carthage road, bounded on the N. by Muse land, on the S. by Tom Luckett, on
 the E. by Baird and on the West by Hercules Jones, being in T. 9. R. 3 East- being
 in Madison County, State of Mississippi. The right of ingress and egress to and from
 said lands is given to said The Mississippi Company and their assigns, to cut and re-
 move said trees from said land until December 25th, 1905, but after said Dec. 25th,
 1905, all trees standing upon said lands shall revert to and belong to W. M. Yandell
 and wife. And all the logs, timber and lumber and dimension stock owned by us or
 in which I own any interest now on the lot in Canton, Miss., leased by A. Tutuer to
 Fitzgerald and now occupied by Elmer Pollock and that in transit to said lot or in the
 loading yard at Ways Bluff or on any of the above described lands, and also all Fire
 Insurance Contracts and Policies now covering said property and the contract that I
 have with Elmer Pollock of date Aug. 12th, 1904., and all claims and demands that I
 have against said Pollock.

Witness my hand and seal this the 20th day of January 1905.

The Mississippi State Bank .

State of Mississippi.)

By L. Foot- President-

:-SS

Madison County.....)

Personally appeared before me, Harry T. Huber, A Notary Public
 in and for the City of Canton, in said County and State, L. Foot, President of the Miss
 sissippi State Bank, of Canton, Miss., who acknowledged that he signed, sealed and
 delivered the foregoing instrument of writing on the day and year therein mentioned
 as the act and deed of the Mississippi State Bank.

Witness my signature and official seal, this the 26th day of January 1905.

Harry T. Huber-

(SEAL)

-Notary Public-

Mississippi State Bank.....)

Filed for Record January 26-1905 at 3 P.M.

L. Foot-

B.L. Roberts.....)

Recorded January 26-1905.

Emile Levy.....)

O. F. Garrett.....)

To/ Deed.....)

The Mississippi Company.....)

In consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, we, to wit:- Mississippi State Bank, by its President, L. Foot, and L. Foot, B.L. Roberts, E. Levy and O. F. Garrett, do convey and Quit Calim unto The Mississippi Company of Canton, Mississippi, the following lands- to wit:-

20 acres off-NE $\frac{1}{4}$ South of River.....Sec. 5 and

W $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 8. and

NE $\frac{1}{4}$ NW $\frac{1}{4}$ less 6 acres ofSec. 20 all in T. 11. R. 3 East- in the

County of Madison, State of Mississippi- and-

S $\frac{1}{2}$ of Lot 4.....Sec. 5. T. 7. R. 3 East- and-

Lot 2Sec. 7. T. 7. R. 3 East- in the County

of Madison, State of Mississippi- and-

E $\frac{1}{2}$ E $\frac{1}{2}$ -.....Sec. 19. T. 11. R. 3 East- and-

Lot 3Sec. 15. T. 10. R. 2 East- County of

Yazoo, State of Mississippi.- And-

W $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 8.- and-

W $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 30. T. 11. R. 3 East- County of

Yazoo- State of Mississippi- and-

Lots 2 and 3Sec. 11. T. 10. R. 2 East- in Yazoo

County, State of Mississippi.

Witness our signatures this the 20th day of January 1905.

The Mississippi State Bank.

By L. Foot- President-

L. Foot.

State of Mississippi...)

B.L. Roberts.

:-SS

Emile Levy.

Madison County.....)

O. F. Garrett.

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton, in said County and State, L. Foot, B.L. Roberts, Emile Levy, O.F. Garrett, and L. Foot, President of the Mississippi State Bank, who each acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed, and the said Foot also as the act and deed of the Mississippi State Bank, and that he impressed this seal of said Bank hereon.

Witness my signature and official seal, this the 26th day of January 1905.

Harry T. Huber-

(SEAL)

-Notary Public-

(Seal of Mississippi State Bank)

J. E. Frazer.....) Filed for Record January 30-1905. at 2 P.M.

To/ Deed.....-SS

J.P. Frazer.....) Recorded January 30-1905.

In consideration of the sum of One Thousand and fifty dollars cash in hand paid me by J.P. Frazer, the receipt of which is hereby acknowledged, I, J. E. Frazer, do hereby convey and warrant unto the said J.P. Frazer, forever, the following described land lying and being situated in the County of Madison and State of Mississippi to wit:

W¹/₂ SE¹/₄ of Sec. 7. less 10 acres off of East end

And also all that portion of the E¹/₂ NE¹/₄

of said Sec. 7., that lies south of the public road, and also

15 acres off of the West end of S¹/₂ NW¹/₄ and

15 acres off of the West end of N¹/₂ SW¹/₄

of Sec. 8. and also a right of way 15 feet

wide off of the north end of E¹/₂ E¹/₂ E¹/₂ W¹/₂ SE¹/₄

And W¹/₂ W¹/₂ W¹/₂ E¹/₂ SE¹/₄ of said Sec. 7. all in Town 10 Range 4 East.

Witness my hand and seal this the 30th day of January 1905.

(SEAL)

J. E. Frazer.

State of Mississippi.)

:-SS

Madison County.....)

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton in said County and State, J. E. Frazer, 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 hand and official seal this the 30th day of January 1905.

Harry T. Huber.-

--Notary Public--

G. L. LeBlanc.....) Filed for Record January 30-1905 8 A.M.
 Fannie LeBlanc.....)
 To/ Deed Trust.....) Recorded January 30-1905.
 C.L. Dickerson.....)
 -Trustee...)
 Use. W.F. Shrock-Gd

*By authority of Lewis & Clarke from W. S. Pierce, Gdn. I must this
 of 17, 1905, to Mr. W. S. Pierce, Gdn. I must this
 Remains to own
 W. S. Pierce, Gdn.*

~~THIS DEED OF TRUST AND~~
~~That, Whereas, George Le~~
~~indebted to W. F. Shrock~~
~~promissory note of even~~
~~cent interest after ma~~
~~the payment of said s~~
~~the parties of the f~~
~~Dollars to them paid~~
~~Trustee, the propert~~
 North East 1/4
 East 1/4

*1935
 Shrock / Mrs
 14/15th 1905
 G. W. Allister
 Chancery Clerk
 You are
 hereby authorized to make
 a deed of trust on
 the property of G. L. LeBlanc
 to secure W. F. Shrock
 Guardian General in Book
 No. 000, on page 35 of the
 Chancery Records of Madison
 County, Mississippi and this
 shall be your authority
 W. F. Shrock
 Guardian*

ian---
 1905, Witnesseth:-
 the first part, are
 00 Dollars, on Their
 er 1905, at ten per-
 part agreed to secure
 aforesaid; and that
 well as for Ten
 Sell and Convey to said
 ribed as follows:-
 1/4 of South-
 2. Range 4 East.
 tee, or any successor,
 if the said parties of
 pay what may be due said
 unt of this Deed, then
 the Trustee shall take
 of the time, place and
 ces in Attala County,
 said County, proceed to
 s, 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 W. F. Shrock)Guardian(or his assigns or legal representatives, can, at any time they may desire, appoint a Trustee in place of said C.L. Dickerson or any succeeding Trustee. And should the Trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into possession, and hold till said payments are made, or till said property is sold as aforesaid, even though the indebtedness may not be due, but until demanded by the Trustee for either of the purposes as aforesaid, the parties 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 Grantee or Trustee may declare all of them due and may proceed to collect the same by sale of the property as aforesaid.

State of Mississippi)
 Holmes County.....)

Geo. L. LeBlanc.
 Fannie LeBlanc.

Personally appeared before me, W.S. Pierce, A J.P., for said County, the within named Geo. L. Le Blanc & Fannie LeBlanc, his wife, who severally acknowledged, that they signed and delivered the foregoing Deed of Trust and Agreement at the time therein named, as their act and deed.

Given under my hand and seal of office, this 20th day of January 1905.
 W. S. Pierce-J.P.

Sophia C. Ash... Filed for Record January 30-1905 at 4 P.M.

To/Wty. Deed... Recorded January 31-1905

Sophia R. Ash...)

THIS INDENTURE WITNESSETH:- That the Grantor, Sophia C. Ash, 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 Sophh R. Ash of the Villiage of Ridgeland County of Madison and State of Mississippi the following described Real Estate, to wit:-

North-west Quarter (NW 1/4)Section Twenty-four (24) Town-ship Seven (7) Range One (1) 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 and Ex-emption Laws of this State.

Dated, This 24th day of January A. D. 1905.

S. C. Ash- (SEAL).

State of Mississippi...)

:-SS

County of Madison.....)

I, P.L. Porter, Mayor of Ridgeland and Ex Officio J.P. in and for said County in the State aforesaid, De Hereby Certify, Thar S.A. Ash, 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 use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this the 30th day of January A.D. 1905.

P.L. Porter-

(Seal).

Mayor & Ex-Officio J.P.

P. J. Stewart et ux... Filed for Record January 31-1905 at 12 M.

To/ Deed.....:-

J. R. Locke..... Recorded January 31-1905.

State of Mississippi...)

Madison County.....) In consideration of the sum of \$200.00 Dollars to me in hand paid, I hereby warrant -bargain and sell and convey to J.R. Locke, and his heirs 2 acres land and improvements in:-

NE CORNER S 1/2 W 1/2 SW 1/4Sec. 21, Town. 11, Range 3 East. Free from all claims forever.

J.P. Stewart. Annie Stewart.

State of Mississippi..)

:-SS

Madison County.....)

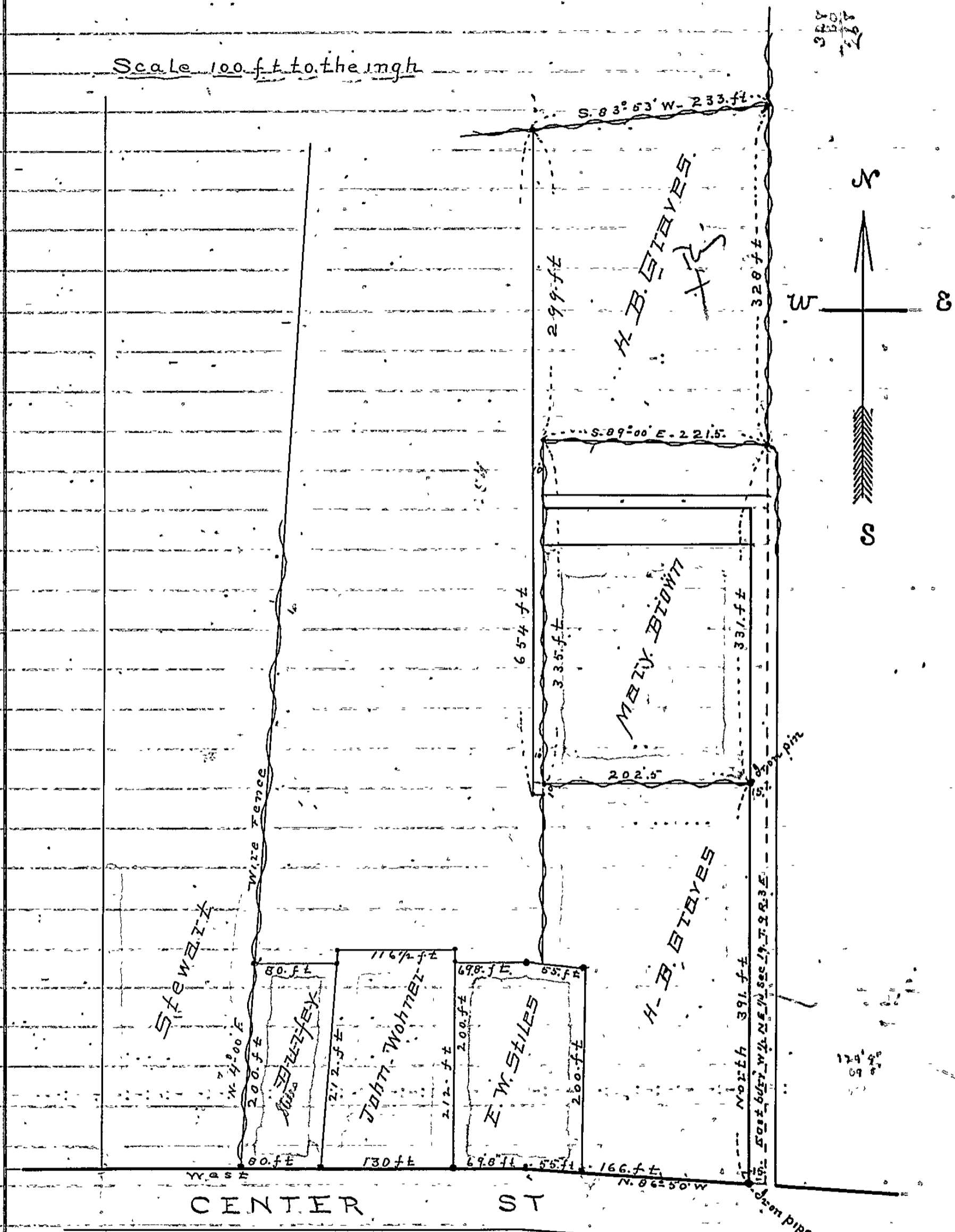
Personally appeared before me, C.L. Anderson, a Justice of the Peace of the said County, the within named P.J. Stewart and Annie Stewart (husband and wife) who acknowledged that they signed, and delivered the foregoing instrument on the day and year therein mentioned, as their act and deed.

Given under my hand and official seal, at office, this 30th day of December A.D. 1904.

C.L. Anderson -J.P.-

A plot of the lands of E. W. Stiles, H. B. Greaves, and Jno. Wohner, this day surveyed by J.P. Dunlap and locates the lots conveyed in the four deeds herewith filed for record.

Scale 100 ft. to the inch



-How to locate the SE corner of H. B. Greaves Lot - (Lot No. 76 N. side Center Street according to George & Dunlap's present map of the City of Canton) shown on the above plot.-

At the SE Corner of H. B. Greaves property shown on this plot is an iron stake set in North margin of Center, St., and which said stake is (15) fifteen feet North 86°-50' West from the East margin line of W 1/4 NE 1/4Sec. 19. T. 9. R. 3 E- where said line intersects the north line of Center Street.

J.P. Dunlap- Surveyor-

State of Mississippi.) Madison County.....) Personally appeared before me, F. C. McAllister, Chancery Clerk; said County, J. P. Dunlap, Surveyor, who makes oath he personally surveyed the above and that the same is correct.

Sworn to and subscribed before me tthis the ---day of ----- 1905.

X
X
X

E. W. Stiles.....)

Filed for Record January 31-1905 at 3 P.M.

To/ Wty. Deed.....:-

Recorded February 1st, 1905.

Jno. Wohner.....)

In consideration of lands this day conveyed me by John Wohner, which said lands lying in the City of Canton, Madison County, Mississippi, and are particularly and specifically set out and described in the deed from said John Wohner conveying the same to me and of even date herewith filed for record, I convey and warrant to said John Wohner that certain lot or parcel of ground situated in said City of Canton, in said Madison County, Mississippi, described as follows:-

Commencing at a stake at the SW Corner of Lot No. 72 on North side of Center Street said City of Canton according to George and Dunlap's present map of the said City of Canton and which said stake is on the North margin of said Center Street, and can be located as follows:- Commence at a point where the North line of said Center Street crosses the East boundary line of W 1/2 NE 1/4 ...Sec. 19. Township 9, Range 3 East- and run thence North 86° degree and 50' Minutes W. 236 feet, thence West 79 feet and 8 inches to the stake to be located and which is point of beginning, thence West along North Margin of said Center Street, 120 feet to a stake, thence N. 4° Degrees East 212 feet to wire fence on south side of said E.W. Stiles stable lot, thence East 116.5 feet to a stake, thence south 212 feet more or less, to point of beginning. A part of consideration for this conveyance is that said property will not be leased, sold or occupied by negroes. The above property and other property belonging to me, E. W. Stiles, and H. B. Greaves, is herewith filed for record and referred to as part of this conveyance- See Book "000" Page "37" for record of said plot.

Witness my signature, this January 31-1905.

E. W. Stiles:

State of Mississippi.)

:-SS

Madison County.....)

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

Given under my hand and seal at my office in said County, this, January 31-1905.

F. C. McAllister- Chancery Clerk.

(SEAL).

By W. O. Baldwin D.C.

H. B. Greaves....) Filed for Record January 31-1905 at 3 P.M.

To/ Wty. Deed.;- Recorded February 1st. 1905.

E. W. Stiles....)

In consideration of the conveyance to me by E. W. Stiles of a certain tract of land situated in the City of Canton, Madison County, Mississippi and which said land is particularly and properly described in the said deed conveying said lands to me, and which said deed is of even date herewith and herewith filed for record, I convey and Warrant to said E. W. Stiles a strip of land off of the West side of Lot No. 74 on North side of Center Street in said City, of Canton, Madison County, State of Mississippi, according to George and Dunlap's present map of the said City of Canton, and which said strip of land fronts 55 feet on the North margin said Center Street and runs back between parallel lines North 200 feet, measuring as follows:- Commence at Southeast corner of lot No. 72 on North side of said Center Street in said City according to George and Dunlap's present map of said City, and run south 86 degrees and 50 minutes East along North margin of said Street, 55 feet, thence North 200 feet to an iron stake, thence North 86 degrees and 50 minutes East, 55 feet to a stake, thence South 200 feet to point of beginning. A plot of these two lots and other lots this day conveyed is herewith filed for record and here referred to as part of this deed- See Book "000"- Page "37" for record of said plot.

Witness my signature this January 31st, 1905.

H. B. Greaves.

State of Mississippi.)

Madison County.....)

Personally, appeared before me, E. C. McAllister, Chancery Clerk said County, the within named H. B. Greaves, who acknowledged that he signed and delivered the above instrument on the day and year therein written.

Given under my hand and seal at my office in said County this January 31-1905.

F. C. McAllister- Clerk.

(SEAL)

By W.O. Baldwin- D.C.

E. W. Stiles.....) - Filed for Record January 31-1905 at 3 P.M.

To/ Wty. Deed.....:- Recorded February 1st, 1905.

H. B. Greaves.....)

In consideration of the conveyance to me, by H. B. Greaves, of a strip of land off of the West side of Lot No. 74 on North side of Center Street in City of Canton, Madison County State of Mississippi, according to George and Dunlap's present map of the said City, which said strip fronts 55 feet on North side of said Center Street and runs back between parallel lines 200 feet- I convey and warrant to the said H. B. greaves, the following, described property situated in the said City of Canton, Madison County, Mississippi, Viz:- - Begin at a stake at the inter-section of two wire fences on the East margin line of W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 19, Town-ship 9. Range 3 East, which said stake is 722 feet north margin line of Center Street, and run thence North along the East margin line of said W $\frac{1}{2}$ NE $\frac{1}{4}$ said Sec. 19- 328 feet to a stake in the line of a wire fence, thence South 83 degrees and 53 minutes West 233 feet to a stake in the line said wire fence, thence South 654 feet to a stake, thence East 10 feet to West margin of said H. B. Greaves lot (Lot 74) thence North 10 feet to an iron stake at southwest corner of Mary Brown's present resident lot, thence North along the wire fence 335 feet, and thence south 89 degrees East to point of beginning. A plot of the above two plots of land and other land is herewith filed for record, and here referred to-- See Book "000"- Page "37" for record of said plot.

Witness my signature this January 31st-1905.

E. W. Stiles-

State of Mississippi.)

:--SS

Madison County.....)

Personally appeared before me, F. C. McAllister Chancery Clerk said County, the within named E. W. Stiles, who acknowledged that he signed and delivered the above instrument on the day and year therein written.

Given under my hand and seal at my office in said County, this January 31-1905.

F. C. McAllister- Chancery Clerk.

(SEAL).

By W. O. Baldwin- D.C.

-----#

11

Harris Bundy.....)

Filed for Record January 31-1905 at 2 P.M.

To/ D.T.)

Recorded February 1st, 1905.

W.L. Dinkins-Trustee..)

Use- M.J. Bennett.....)

*Subscribed - Feb 1st 1905
Oct 14 1905
Trustee*

This Indenture made and entered into this the 18th day of January A.D. 1905, by and between Harris Bundy, party of the first part and W.L. Dinkins, party of the second part and M.J. Bennett, party of the third part.

Witnesseth:- That the said party of the first part is indebted to the party of the third part in the sum of Five Hundred and Twenty (\$520.00) Dollars, evidenced by his two promissory notes of even date herewith, one for Two Hundred and Sixty (\$260.00) Dollars due and payable January 18th, 1906, and one for Two Hundred and sixty (\$260,00) Dollars due and payable January 18th, 1907, with interest at the rate of six per cent per annum, payable annually, from date until paid.

Now, therefor, in consideration of the premises as well as for and in consideration of the sum of One Dollars, in hand paid by the party of the second part to the party of the first part (the receipt whereof is hereby acknowledged) the said party of the first part has granted, bargained sold, and by these presents does grant, bargain, sell and convey unto the said second party, his heirs, executors, administrators, and assigns the following described real estate, lying and being in the County of Madison in the State of Mississippi to-wit:

Fourteen (14) acres off of the North east Corner (NE Corner) of the Southeast Quarter (SE 1/4) of Section Twenty (20) Township Nine (9) Range Three (3) East, less Six (6) acres south of the Canton and Carthage Road, and The South half (S 1/2) of the West half (W 1/2) of the Northwest Quarter (NW 1/4) and Twelve (12) acres off of the North end of the West half (W 1/2) of the southwest quarter (SW 1/4) of Section Twenty-one (21), Township Nine (9), Range Three (3) East in Madison County, Mississippi.

It is further agreed and understood that in case the said Harris Bundy fails or refuses to pay any one of said notes when it becomes due, then both of the said notes shall become due and payable and the said Dinkins, Trustee, shall proceed to collect same at once. TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators, and assigns and the successor of his forever. In trust, never-the-less upon these terms and conditions;- That is to say:- That the said party of the first part shall pay off the full indebtedness incurred therein, and in case the said indebtedness is not paid at maturity, then the said Harris Bundy is to pay said M.J. Bennet 2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidated damages, in case of the non-performance of the allegation therein.

If the party of the first part shall fail or refuse to pay the said party of the third part and his assigns, the amount of said indebtedness, goods, wares, and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges of this deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real estate and sell the same, or so much thereof as may be necessary, before the door of the Court-house, in the City of Canton, at public auction, to the highest bidder for cash, after

This deed Truste drafted January 20th 1905 - The note for 260 - due January 18 1906 was paid when due by Harris Bundy & M.J. Bennett. The note for 260 - due January 18 1907 was paid by Harris Bundy & M.J. Bennett. All Chicago Street, Paul Davis, of No. 14 State Street, without receipt in m -

All notes paid in full Oct 1906 & Dinkins took fully satisfied M.J. Bennett's signature

Mrs. Imelda Granger.....) Filed for Record February 2-1905 at 8 A.M.

To Deed..... Recorded February 2-1905.

Mrs. Martina Smith *et al*.....)

State of Mississippi)

Madison County.....)

In consideration of Eight Thousand, Two Hundred and Forty-six Dollars, and three cents, (\$8,246.03), I, Imelda Granger, wife of Dr. Amedee Granger, a citizen of New Orleans, Louisiana do by these presents convey and warrant to Mrs. Martina Smith, my mother, and Mrs. Lila Adams, wife of C. R. Adams, and Elizabeth Smith, my sisters and Garner Smith, my brother, all my right and title to an undivided one-sixth interest in the following lands, tenements, and hereditaments lying and being in Madison County, Mississippi, which lands descended to me as one of the heirs of the heirs of my father, Carroll Smith, and are described as follows, to wit:-

The NW 1/4 Sec. 5.

And all Sec. 6.

And the NW 1/4 of Sec. 7, all in T. 8. R. 2 W.

And the SW 1/4 SE 1/4 Sec. 14. T. 9. R. 2 East.

And 32 acres in the W 1/2 SE 1/4 East of the Creek and seven and one-fourth acres out of the NE Corner of the SW 1/4 and the NE 1/4 less eight acres in S 1/2 and less twenty-one acres in SE Corner Sec. 23, - And the West half of E 1/4 NW 1/4 and the W 1/2 SW 1/4 less ten acres out of the NE Corner SW 1/4 SW 1/4 and two and one-half acres out of the N. end W 1/2 E 1/2 SW 1/4, and the W 1/2 NW 1/4 outside of City. Sec. 24,

And the W 1/2 NW 1/4 Sec. 25.

And the SE 1/4 NW 1/4 Sec. 25,

And 56 acres out of the NE Corner NE 1/4 East of the Creek. Sec. 26-all in T. 9, R. 2 E- Containing five hundred and seventy-eight and three quarter acres more or less, being the old home place, less one hundred and thirty seven acres out of said place owned in severalty by Mrs. Martina Smith, reference to her deeds being here made for the description of said one hundred and thirty-seven acres.

And the SE 1/4 SW 1/4 of Sec. 31. T. 9. R. 3 East- Also the following lots situated in the City of Canton, to wit:-

Lot 7, South side East Peace Street; Lot 5 on East side South Union Street; And Lots 14 and 16 North side W. Peace Street and South half Lot 11 S. side W. Center Street; And Lot 13 between Franklin and Peace Streets; And 16 South side W. Peace Street; And Lots 46, 47, 48 and 49 W. side West Street; And Lots 33, 35, 37, 39, 41, 49 and 51 on South side W. North Street; Lots 13 and 14 and cabin on North side Franklin Street; And Lot 17 and Hotel South side W. Peace Street; And Lot 19 and Barber Shop and Lots 21 and 23 all on South side W. Peace St., And lots 8; and four cabins North of West Fulton Street; Lot 12, two cabins, gin house, and machinery North side W. Fulton Street; (And Lots 8 to 22 inclusive, houses, cabins, brick yard, and machinery North side North Street; Lot 6 West side Own Street; Lot 25 and house on Corner of Fulton and Chestnut Streets; Lot 4 West side Trolie Street and Lot 57 South side Academy Street.

And 40 acres off East side E 1/2 NW 1/4 inside the City..... Sec. 24. T. 9. R. 2 East.

~~And two and one half acres off the North end E₂ E₂ SW₄.....~~

~~.....Sec. 24. T. 9. R. 2 East.~~

And 9 acres in SW₄ NE₄ inside City.....Sec. 24. T. 9. R. 2 East.

In testimony whereof, witness my hand and seal, this the 30th day of January A. D. 1905.

Mrs. Imelda Granger.

Parish of Orleans....)

:-SS

State of Louisiana....)

This day personally appeared before me the undersigned Notary Public, of the City of New Orleans, in said Parish and State, Mrs. Imelda Granger, who acknowledged that she signed and delivered the above deed as her own act and deed, on the year and day therein named and for the purposes therein stated or set forth.

~~Witness my hand and seal of office January 30 1905~~

~~John Wagner~~

~~Notary Public (SEAL)~~

~~My Commission is unlimited.~~

John M. Maxwell.....)

Filed for Record Feb. 2-1905 at 2 P.M.

To/ Deed.....)

Recorded February 3-1905.

J. Hurley Drake.....)

In consideration of Five Hundred (\$500.00) Dollars, cash in hand paid us by J. Hurley Drake, the receipt of which is hereby acknowledged, We- John M. Maxwell and Mary F. Maxwell, Husband and wife, of Madison County Mis., do hereby convey and warrant to J. Hurley Drake forever the following described lands, being, lying and situated in the County of Madison, State of Mississippi- to wit:-

Beginning at the North-east corner of North west quarter of
.....Sec. 30- and running thence south forty
(40) rods; thence west 20 rods; thence north forty (40) rod to Section line;
thence east on section line twenty (20) rod to place of beginning- all in Section thirty (30)- Township (9) Nine, Range Three (3) East-

Witness our hands and seals this the 1st day of Feb....A.D. 1905.

John M. Maxwell. (SEAL)
Mary F. Maxwell (SEAL)

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

Personally appeared before me, W. M. Yandell, Mayor and Ex Officio Justice of the Peace, the within named John M. Maxwell, and Mary F. Maxwell, who acknowledged that they signed, acknowledged and delivered the foregoing instrument for the purposes therein mentioned.

Witness my hand and official seal.

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

Canton, February 1st-1905.

All the land described in one certain trust deed given by W. J. Lutz to A. N. Parker trustee for the use of W. A. Wilkerson and dated 24th day 1907 and filed for record July 24 1908 are released from this trust deed this 24th day 1908

The lot this day sold by the grantors herein to J. A. Cook, being part of the lot herein conveyed as the lot bought by them from Anna E. Hall et al, is hereby released from this trust deed of date July 4, 1907 as A. N. Parker Cashier

W. J. Lutz and) Filed for Record Feb. 3-1905.
Eleanor Lutz.....)
To/-Deed-Trust.....) Recorded January 3-1905.
F. B. Pratt-Trustee.....)
To-Secure-A. N. Parker)
Cashier-Canton-Exchange)
Bank.....) Lutz

Int. of fund with A. N. Parker trustee
Apr 30 1908

Whereas, We, W. J. and Eleanor Lutz, his wife, are indebted to A. N. Parker, Cashier of the Canton Exchange Bank in the sum of Six Thousand Dollars, evidenced by our promissory note of even date herewith, due Oct. 1, 1905, now, therefore, in consideration of the premises and for the purpose of securing the payment of said debts, we, the said W. J. and Eleanor Lutz hereby convey and warrant to F. B. Pratt, Trustee, the following described property in Madison County, Mississippi, to wit:-

A lot or land lying in the Northern part of the City of Canton, sold to W. J. Lutz by Mrs. A. E. Hall et als, by deed recorded in book "111" Page "376" of the Land Records of Madison County, Miss., being the present homestead of the grantors herein, and which is described as follows:-

"Beginning at the NW Corner of Sec. 19. T. 9, R. 3 E.; thence N. 82 1/2° E 52 1/2 rods; thence N 10° E. 54 rods; thence N 83° W. 70 1/2 rods; thence S 5 1/2° E 66 rods to the point of beginning, excepting therefrom the following described lot out of the NE Corner of said tract; Beginning at the NE Corner of said tract; thence running westerly along the N line of said tract 300 ft; thence southerly 20 ft; thence easterly parallel with the N line to Liberty St., thence northerly along said street to the point of beginning."

Also W 1/2 NW 1/4 Sec. 13. T. 9. R. 2 East- less 8 acres out of the SW Corner of same.

Also N 1/2 NE 1/4 Sec. 36. T. 9. R. 2 E.

Also 9.39 acres off East side NE 1/4 NW 1/4 Sec. 36, T. 9. R. 2 E., -together with all the rents, profits and issues of the above described 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 successor, shall upon request of said A. N. Parker, 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, 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 A. N. Parker that they will keep the buildings upon said premises insured, for the sum of \$_____ for the benefit of the said A. N. Parker and his assigns, and that they 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 A. N. Parker, or his assigns, may insure said property and pay said taxes, and the amount so paid by said A. N. Parker, 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 the grantors herein fail to perform any of the covenants herein, then, all the debts secured by this deed at the option of the said A. N. Parker or his assigns, become at once due and payable and payment thereof enforced by said Trustee in the manner hereinbefore provided. Said A. N. Parker or his assigns may in writing, appoint some other person to act as Trustee in place of 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.

Witness our hands this the day of January 1905.

W? J. Lutz-
Eleanor Lutz.

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

Personally appeared before the undersigned Chancery Clerk of the said County, the within named W. J. Lutz and Eleanor Lutz who acknowledged that they signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned as their act and deed.

Given under my hand and official seal, at office, this the 7th day of Jan. 1905.

F. C. McAllister.
By W. O. Baldwin D.C.

Catherine Brown.....) Filed for Record Feb. 3-1905 at 2 P.M.
Harvey Brown.....) Recorded Feb 4-1905.
Stephen Brown.....) State of Mississippi)
Bettie Bates.....) to/Deed.....) -SS
C. S. Priestley.....) Madison County.....)

In consideration of Five Dollars (\$5.00)- We convey and warrant to C. S. Priestley the lands described as the:-
SW 1/4 Sec. 19. T. 10. R. 3 East in Madsin County, a Mississippi, in trust to secure a present indebtedness of Eight Hundred Dollars (\$800.00), balance due on a promissory note of \$1500.00, due and payable to R.A Avery, dated the 28th of February 1903, and signed by Catherine Brown, harvey Brown Stephen Brown and Bettie Bates- and also to secure the sum of Six hundred Dollars (\$600.00) in supplies and money to be furnished to Harvey Brown due 1st Nov. 1904. During the year nineteen hundred and four, (1904) making in the aggregate fourteen Hundred Dollars (\$1400.00) - Now, therefore, if we pay the said debt on or before the first day of November 1904, with each interest as shall then be found due on said indebtedness at said date, the above conveyance is to be void; but if we make default in the payment thereof, the said Trustee may enter and take possession of said property and after advertising the time, and place of sale, for twenty days, at three public places in said County, the said Trustee shall 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 the trust and applying the balance to the payment of the legal payee of said debt.

(Continued on Next Page)

The debt secured by this deed is renewed by new notes & new \$5 mts June 14, 1907 See record of new \$5 999 363. F.B. Pratt trustee
The indebtedness secured to R.A. Avery hereby was paid in full fall 1904.

It is further understood and agreed that in case the Trustee herein named shall for any cause become unwilling or disqualified to execute this trust, it shall be lawful for the said R. A. Avery, his assigns, executors, or administrators; to appoint another Trustee in his place to execute this trust, -who shall thereby become the legal successor of the Trustee herein named, and be clothed with full power and authority to execute this trust according to its terms. It is further agreed that a payment of this debt the said R. Avery, or his legal representatives, shall cancel this deed.

In testimony -Witness my signature, this the 1st day of February A.D. 1904.

Catherine Brown Her X Mark.
Harry Brown His X Mark.
Stephen Brown His X Mark.
Bettie Bates.

State of Mississippi..)

:--SS

Madison County.....)

Personally appeared before me, A Justice of the Peace, in said County and in said State, Catherine Brown, Harry Brown, Stephen Brown and Bettie Bates, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year mentioned as their act and deed.

Given under my hand and seal of office this February 1st- 1904.

A. Purviance- J.P.

Hattie May McAllister.....)
Willie Baldwin Hooker.....)
Maud Baldwin Hicks.....)
Wm. P. Baldwin.....)
Annie Baldwin.....)
To/Deed.....)
W. O. Baldwin.....)

Filed for Record Feb. 3-1905 at 2 P.M.

Recorded Feb. 4-1905.....

For and in consideration of the sum of One Dollar paid to

each of us, and for other valuable considerations, We- the undersigned heirs of Lucy

W. Baldwin, Deceased, convey and quit-claim to our father the following described

Lot of land situated in the City of Canton, Madison County, Mississippi, to wit:-

Beginning at the South-west Corner of the lot formerly owned by D. M. Fulton, ^{deceased-} _{but now} owned and occupied by Mrs. A. M. Yandell as a residence, on Center Street; thence West by and with said Center Street to the South-east corner of the lot now owned and occupied by Lewis W. Thompson, as a family residence, on said Center St; thence running North One Hundred and Three (103) rods; thence East to the Lot of the said Mrs. A. M. Yandell; thence South to the beginning- and recorded in Book "QQ" Page 398. Said Lot also described as Lots No. 34 and 36 on North side of Center Street, according to George and Dunlap's map of the City of Canton, and now on file in Chancery Clerk's Office of said County and State.

Witness our signature this the 26th day of Oct., A. D. 1904.

Hattie May McAllister.
Willie Baldwin Hooker.
Maud Baldwin Hicks.
W. P. Baldwin.
Annie Baldwin.

State of Mississippi....)

:--SS

County of Madison.....)

Personally appeared before me, W. B. Jones, Circuit Clerk, of said County and State the within named Hattie May McAllister and Willie Baldwin Hooker who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of Office this 26th day of Oct., A. D. 1904.

W. B. Jones-

-Circuit Clerk-

(SEAL)

(See next Page)

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

Personally appeared before me, A Notary Public of the said County and State, the within named Mrs. Maud Baldwin Hicks., who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and seal of office this 28th day of Oct., 1904.

J. M. Phillips,
-Notary Public-

(SEAL)

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

Personally appeared before me, A Justice of the Peace, of the said County and State the within named W. P. Baldwin, who acknowledged that he signed and delivered the foregoing instrumnt on the day and year therein mentioned.
Given under my hand and seal of office this 3rd day of Nov., 1904.

W. O. Turnage
-J.P. -

(SEAL)

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

Personally appeared before me, F. C. McAllister, Chancery Clerk of the said County and State, the within named Annie Baldwin, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and seal of office this 3rd day of Febr., 1905.

F. C. McAllister
-Clerk-

(SEAL)

J. R. Curtis.....)
To/ Quit Claim.....)
Highland Colony Co.....)

Filed for Record February 4, 1905 at 4 P.M.
Recorded February 6, 1905.

THIS INDENTURE WITNESSETH. That the Grantor J. R. Curtis of the City of Jackson in the County of Hinds and State of Mississippi, for and in consideration of the sum of Seventy Five (\$75.00) Dollars, in Hand paid, Conveys and Quit Claims to the Highland Colony Company, a Corporation domiciled in the Villiage of Ridgeland, County of Madison and State of Mississippi, the following described Real Estate, to wit:

Lot 3 in Block 44, as shown by plot of the Highland Colony now on file in the office of the Chancery Clerk, at Canton, Mississippi, containing ten (10) acres more or less and including all appurtenances thereto and all tools and implements belonging to said premises. 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 2nd day of February A. D. 1905.

J. R. Curtis. (SEAL)

State of Mississippi.....)
County of Hinds.....)

I, W. A. Montgomery, Notary Public in and for the City of Jackson and in and for said Couaty, in the State aforesaid, DO HEREBY CERTIFY That J. R. Curtis 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, and 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 2nd day of February A.D. 1905.

W. A. Montgomery
-Notary Public-

(SEAL)

Richard Smith et al.)
To/ Trust Deed
Albert F. Busse.....)

Filed for Record Feb. 4-1905 at 8 A.M.
Recorded Feb. 6. 1905.

THIS INDENTURE, Witnesseth:- That the Grantors, Richard Smith and Amanda Smith, his wife, of the Villiage of Pecatonica in the County of Winnebago and State of Illinois for and in consideration of the sum of Two Hundred Dollars in hand paid, Conveys and warrants to Albert F. Busse Trustee, of Chicago in the County of Cook, and State of Illinois, and to his successors in trust hereinafter named, all the following described real estate with the improvemtns thereon, and all the appurtenances including all heating, gas, and pluming apparatus and fixtures, situated in the County of Madison and State of Mississippi, to wit:-

East Half (1/2) of the North-west Quarter (1/4) and the West half (1/2) of North-East Quarter (1/4) of Section Twenty-eight (28), Town-ship Seven (7) North, Range One (1) East.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, and all right to retain possession of said premises, after any default in paying or breach of any of the covenants and agreements herein contined.

In Trust, nevertheless, to secure performance of the covenants and agreements herein contained, and for the purposes following:-

Whereas, The said Richard Smith and Amanda Smith Grantors herein are justly indebted upon their one principal promissory note bearing even date herewith, for the sum of Two Hundred (\$200.00) Dollars, in gold coin of the United States of America of the present standard of wight and fineness, payable two years after the date thereof, to the order of Robert C. Busse, with interest thereon at the rate of six per centum per annum, payable annually. -both both principal and interest are payable at the office of Robert C. Busse, Chicago, Ill., and are to bear interest at the rate of six per centum per annum, after maturity.

The Grantors, Richard Smith and Amanda Smith covenant and agree as follows (1) to pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment, (2) to pay, prior to the first day of July, in each year, all taxes and assessments against said premises, and, on demand to exhibit receipts therefor; (3) within sixty days after destruction or dmage, to rebuild or restore all buildings or improvements on said premises, that may have been destroyed or damages; (4) that waste to said premises shall not be committed or suffered; (5) that until said indebtedness shall have been fully paid and satisfied, no lien, charge, or incumbrance against said real estate, for building, altering, repairing, or ornamenting any house or other building, or appurtenances on said premises, shall be created, and (6) to keep all buildings, at any time, on said premises, insured against loss by fire, in companies to be approved by the holder of and in amount equal to said indebtedness and deliver to the holder of said indebtedness the insurance policies so written as to require all payments for loss to be applied in reduction of said indebtedness. In the event of failure so to insure, or pay taxes or assessments, the grantee, or the holder, of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien, or title affecting said premises; and all money so paid, the said grantors agree to repay immediately, without demand, and the same with interest, thereon from the date of payment, at seven per cent per annum, shall be so much additional indebtedness secured thereby.

In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder, thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if akk of said indebtedness had then matured by express terms.

It is agreed by the grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure, hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographers charges, and cost of procuring or completing abstract showing the whole title to said premises, embraced in the foreclosure proceedings- shall be paid by the grantors, and the like expenses and disbursements, occasioned by any suit or proceedings wherein the grantee or any holder of the whole or any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs, and included in any decree that may be rendered in such foreclosure proceedings; which proceeding shall not be dismissed, nor any release hereof given, until all such expenses and disbursements, and the costs of this suit, have been paid. The grantors waive all right to the possession of, and income from, said premises, pending such foreclosure proceeding and until the period of redemption from any sale thereunder expires; and agree that a receiver shall be appointed to take possession or charge of said premises, and collect such income, and the same; less receiver-sh ip expenses, pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed.

In the event of the death or absence from said Cook County of the grantee, or his refusal, or failure to act, then B. J. Frank of said Cook County, is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be acting Recorder of Deeds, of said Cook County, is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee, or his successor, in trust, shall release said premises to the party entitles on receiving his reasonable charges.

- Witness the hands and seals of the grantors on this twentieth day of January A.D. 1905.

Richard Smith. (SEAL)
Amanda Smith (SEAL)

(See Next Page for Acknowledgment)

For Release of this Deed in Trust see Book "P. P. P." Page 372
J. E. Wright, Clerk
No. 10. C. McC. Deed, 190

State of Illinois...
County of Winnebago...
-SS

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

Given under my hand and Notarial Seal, this the twenty-third day of January A. D. 1905.

W. R. Winchester
-Notary Public-

(SEAL).

R. A. Clisby...
To/ War. Deed...
F. W. Clisby...

Filed for Record February 9-1905 at 9 A.M.
Recorded February 9-1905.

The Grantor, R. A. Clisby (Widower) of the City of Arcola in the County of Douglas and State of Illinois for and in consideration of Twenty-Five Hundred (\$2500.00) Dollars, in hand paid, Conveys and Warrants to F. W. Clisby, of the City of Chicago County of Cook and State of Illinois, the Following Described Real Estate, to-wit:-

The South-west Quarter (SW¹/₄) ofSection Twenty-One (21) Town-ship Eight (8), Range Three (3) East- Containing One Hundred and Sixty acres (160)A) of land.

Lying and being in the County of Madison, in the State of Mississippi. Situated in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights, under and by virtue of the Homestead Laws of the State of Illinois.

Dated this Fourth day of February A. D. 1905.

R. A. Clisby (SEAL)

State of Illinois...
County of Douglas...
-SS

I, M. T. Quirk, Notary Public, in and for said County in the State of Illinois, Do hereby certify, That R. A. Clisby (Widower) 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 Fourth Day of February A. D. 1905.

M. T. Quirk.
-Notary Public-

Commission expires November 10-1906.

E. A. Stinson...
E. B. Stinson...
To/ War. Deed...
B. L. Roberts...
E. Levy...

Filed for Record February 9-1905 at 11.30 A.M.
Recorded February 9-1905.

In consideration of Thirty-five Hundred Dollars, cash in hand paid us by B.L. Roberts and Emile Levy, the receipt of which is hereby acknowledged, we E. A. Stinson, and Emma B. Stinson, do hereby convey and warrant unto B.L. Roberts and Emile Levy, the following described real estate lying, being and situated in the City of Canton, County of Madison, State of Mississippi, to wit:-

That lot fronting on Liberty Street 105 feet and running back East 200 feet -beginning at a point on the South side of Fulton, Street., and East side of Liberty Street, at the south-east corner of the intersection of said Streets and running thence East along the South side of Fulton Street, 200 feet and thence South 105 feet, thence West 200 feet to the Eastern margin of Liberty St., and thence North along the Eastern margin of Liberty St., 105 feet to the point of beginning- less that strip off the North side of said lot sold to the City of Canton by deed dated April 9th, 1890 and recorded in Book "YY" Page "454" et seq., in the Chancery Clerk's office for said County.,

Witness our hands and seals this the 9th day of February 1905.,

E. A. Stinson.
Mrs. E. B. Stinson.

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

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 E. A. Stinson and Emma B. Stinson? Husband and wife, 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 9th day of February A. D. 1905.

Harry T. Huber
-Notary Public-

My Commission expires
January 28-1908

Eola L. Cobb.....) Filed for Record Feb. 10-1905 at 2.30 P.M.
Myrtle C. Linn.....)
Cliff C. Cauthen.....) Recorded February 10-1905.
To/ Deed.....)
D. A. Cauthen.....)

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

For and in consideration of the sum of \$1.00 cash in hand paid to us and the further consideration that this deed is given to cover 10 acres of land that we intended to have conveyed in the deed recorded in Book "III" Page "299" from ourselves to Edna Cauthen which by mistake was left out of said deed, we therefore now convey and Quit Claim to D. A. Cauthen, only heir of the late Edna Cauthen, the following 10 acres of land in said County and State being the:-

S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{2}$ of the NW $\frac{1}{2}$ ofSec. 23. T. 10. R. 5 East.
Witness our signatures on this January 25th 1905.

Eola L. Cobb.
Myrtle Cauthen Linn.
C. C. Cauthen.

Witness to signature of Eola L. Cobb:-
D. A. Cauthen.
M. S. Cobb.

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

Personally appeared before the undersigned Notary Public for Canton, the above named M. S. Cobb one of the subscribing witnesses to the foregoing Deed, who beign first duly sworn, deposes and saith, that he saw the above named Eola L. Cobb, whose name is subscribed thereto, sign and deliver the above named Quit Claim that he, this deponent, subscribed his name as a witness in the presence of he said Eola L. Cobb, and that he saw the other subscribing witness, D. A. Cauthen, sign the same in the presence of the said Eola L. Cobb and in the presence of each other, on the day and year therein named.
In testimony whereof, witness my hand and seal, this 25th day of January A. D. 1905.

E. A. Howell-
-Notary Public-

My Commission Expires Sept. 26-1906.

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

This day personally appeared before me, the undersigned Justice of the Peace in and for said County and State, Cliff C. Cauthen and Myrtle Linn, who acknowledged that they signed and delivered the above deed on the day and year therein mentioned as their act and deed.
Witness my signature, as Justice of the Peace, this January 25th, 1905.

P. H. Lockett-
-A Justice of the Peace-

D. A. Cauthen.....) Filed for Record February 10-1905 at 2.30 P.M.
To/)
Pat. H. Griffin.....) Recorded February 10-1905.

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

For and in consideration of the sum of Five Hundred and Twenty-Five Dollars, cash in hand, paid to me, the receipt of which is hereby acknowledged, by Pat. H. Griffin, I, as sole heir of Edna Cauthen; convey and warrant to him the following land situated in said County and State to-wit:-

N $\frac{1}{2}$ NE $\frac{1}{2}$ and NE $\frac{1}{2}$ of NW $\frac{1}{2}$ and N $\frac{1}{2}$ of S $\frac{1}{2}$ of NW $\frac{1}{2}$ all in.....Sec. 23. T. 10. R. 5 East-
and I agree to pay the taxes on the same for the year 1904, and give possession to same at once.
Witness my signature on this the 25th day of January 1905.
D. A. Cauthen.

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

This day personally appeared before me, the undersigned Notary Public for the City of Canton, said County and State, D. A. Cauthen, sole heir of the late Edna Cauthen one of the heirs of C.C. Cauthen, and said D. A. Cauthen acknowledged that he signed and delivered the foregoing deed on the date thereof as hos own act and deed.
Witness my hand and seal of office, this January 25th, 1905.

E. A. Howell-
-Notary Public-

My Commission expires Sept., 26th, 1906.

Isidor Gross.....) Filed for Record Feb. 10 1905 at 5 P.M.
To/ Deed.....)-
Ed Porter.....) Recorded February 11 1905

In consideration of Two Hundred and Seventy-five Dollars, cash in hand, paid me by Ed Porter, the receipt of which is hereby acknowledged, I, Isidore Gross, do hereby convey and warrant specially unto the said Ed Porter, the following described lands in Madison County, State of Mississippi, to wit:-

The NW 1/4 SW 1/4 of Sec. 10. T. 10. R. 4 East-
Witness my signature, and seal, this the 14th day of December 1904.
Isidore Gross., (SEAL)

State of Mississippi...)
:-SS
Madison County.....)
Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court of the said Conty, the within named Isidore Gross, 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 the 10th day of February A. D. 1905.

F. C. McAllister- Clerk.
W. O. Baldwin- D. C.

Elijah Moon & Jennie C. Moon...)
Filed for Record February 10 1905 at 12 M.
To/ War. Deed.....)
Zadie E. Johnson...)
Recorded February 11 1905

THIS INDENTURE, Made on the 30th day of November A. D. One Thousand Nine Hundred and Four, by and between Elijah Moon and Jennie C. Moon, of Madison County, State of Mississippi, parties of the first part, and Zadie E. Johnson of the County of Madison, 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 One Dollar, to be paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell convey and confirm unto the said party of the second part, her and her assigns, the following described lots, tracts or parcels of lands lying, being and situated in the County of Madison, and the State of Mississippi, known and described as follows:-

Beginning 26 chains and 75 links North of the SE Corner of SW Quarter of Sec. 35. T. 10. R. 4 East, thence west 18 chains and 75 links, thence North 21 chains and 25 links thence East 18 chains and 75 links, thence South 21 chains and 25 links to point of beginning- containing 40 acres more or less.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, the 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 her heirs and assigns, forever, in fee simple. And 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, and her 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 her 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 seals the day and year first above written.

Eliza Moon (SEAL)
Jennie E. Moon (SEAL)

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

Personally appeared before me, A Justice of the Peace, to and for said County, the within named Elijah Moon and Jennie C. Moon, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal, this the 30th day of November A.D. 1904.

W. T. Brown
-J. P.

These notes were received by hand in trust and to be paid in
some notes as per declined receipt which trust have

600 875-6

E. G. Handy.....) Filed for Record Feby. 11-1905 at 2 P.M.
To/ War. Deed.....) Recorded February 11-1905.
R. M. Firebaugh.....)

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

In Consideration of Two Thousand Three Hundred Sixty Two and 50/100 (\$2,362.00), of which said amount Two Hundred (\$200.00) Dollars is paid in cash, and the balance evidenced by the following promissory notes, to-wit:-

- One Note for \$300.00 due Janaury 1st, 1905. -:
- One Note for \$681.25 due Janaury 1st, 1906.
- One Note for \$681.25 due Janaury 1st, 1907.

All being of even date herewith signed by the Grantee herein, and payable to the order of E. G. Handy. I, the said E. G. Handy, do hereby convey and warrant to R. M. Firebaugh the following land situated in the County of Madison and State of Mississippi, described as follows- to-wit:-

All that portion of the East Half of the South west Quarter of Section Twenty-four, Town-ship Nine, Range Two, East, lying South of the County road leading westerly from Canton, Mississippi, to Bear Creek; except, however, Twelve and One-Half acres heretofore conveyed by deed of Alexander H. Handy to Thomas Sevier; the land herein conveyed being sixty-seven and one-half acres; more or less.

Witness my signature this the 24th day of November 1904.
E. G. Handy.

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

Personally appeared before the undersigned Chancery Clerk in and for the County and State aforesaid, the within named E. G. Handy, a widow, who acknowledged that she signed and delivered the foregoing deed on the day and year therein mentioned. Given under my hand and official seal, this the 6th day of January 1905.

W. P. Gresham
-Chancery Clerk-

E. A. Milton.....) Filed for Record February 11-1905 at 2 P.M.
S. B. Milton.....) Recorded February 14-1905.
To/ War. Deed.....)
Lawson C. Collins.....)

In consideration of Four Hundred Dollars, cash in hand paid us by Lawson C. Collins, the receipt of which is hereby acknowledged - We, E. A. Milton and S. B. Milton, Husband and wife, do hereby convey and warrant forever unto Lawson C. Collins the following described lands, lying, being and situated in the County of Madison - State of Mississippi, to wit:-

All N $\frac{1}{2}$ Sec. 2. T. 10. R. 4 E.
less 150 acres off N. side thereof and less 68 acres off S. side thereof, being about 90 acres, more or less.

Witness our hands and seals this the 28th day of January A. D. 1905.
E. A. Milton (SEAL).
S. B. Milton (SEAL)

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

Personally appeared before me, H. Greenwaldt, A Justice of the Peace, in and for said County and State, the within named E. A. Milton, and S. B. Milton, Husband and wife, 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 seal of office this the 1st day of Feb. A. D. 1905.
H. Greenwaldt
-Justice of the Peace-

The note for \$100.00 was cancelled by A. Parker on 1/10/05. The note for \$100.00 was cancelled by A. Parker on 1/10/05. The note for \$100.00 was cancelled by A. Parker on 1/10/05.

The note for \$100 was transferred to Cashier & change bank of
The note was transferred to U. Garbarino & Taylor Bank also

R. M. Firebaugh.....) Filed for Record Feb. 11-1905 at 2 P.M.

To/ D./ T.....) C.C. Moody-Trustee.....- Recorded February 14-1905.....

Use- E. G. Handy.....) State of Illinois.....)

Cook County.....) : -SS

In Consideration of One (\$1.00) Dollar, and to secure the balance of the purchase money, due E. G. Handy for the land hereinafter described, amounting to Twenty-one Hundred Sixty-two and 50/100 (\$2162.50) Dollars, for which I, R. M. Firebaugh, have this day executed and delivered to her the following promissory notes, to wit:-

- One note for \$800.00 due January 1st, 1905,
- One note for \$681.25 due January 1st, 1906,
- One note for \$681.25 due January 1st, 1907,

All of which said notes are of even date herewith, payable to the order of E. G. Handy, and bear interest from date, at the rate of Six (6) per cent, per annum, until paid, I, the said R. M. Firebaugh, do hereby convey and warrant to C. C. Moody as Trustee, the following lands situated in the County of Madison and State of Mississippi, described as follows, to wit:-

All that portion of the East Half of the South west quarter of

.....Section Twenty-four Town-ship Nine, Range Two East; lying South of the County road leading Westerly from Canton Mississippi to Bear Creek; except however, Twelve and One-Half acres heretofore conveyed by deed of Alexander H. Handy to Thomas Sevier; The land herein conveyed being Sixty-seven and One-Half acres, more or less. In trust to secure the prompt payment of all the above described promissory notes when due; and if all and each one of said promissory notes shall not be paid when due then the said C. C. Moody, as Trustee, 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 front door of the Courthouse 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 Courthouse, either with or without taking possession thereof, sell the land 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 (10) per cent of such proceeds, and he shall apply 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 his heirs, assigns, or legal representatives. The said E. G. Handy, or any legal holder of all or any one of said notes, whoever it may be, may at any time appoint another person, or a succession of persons, to advertise and sell the land herein conveyed, in the place and stead of the said C. C. Moody, and such other person when so appointed shall have the power to do everything which this instrument either expressly or impliedly authorizes the said C. C. Moody to do.

If default is made in the payment of any one of said notes at the time the same falls due, then the said E. G. Handy, or the legal holder 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 sold as herein provided, and proceeds, applied, as herein provided, exactly as if all the notes were past due and unpaid.

I hereby agree to pay the taxes (except the taxes for the fiscal year of 1904) State, County and municipal, that may be due on the land herein conveyed throughout and continuance of this trust, and if at any time there are taxes due on said land and unpaid, then the said E. G. Handy, 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 per cent per annum interest thereon to the amount of such 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 E. G. Handy, or the legal holdre of all or any one of said notes, whoever it may be, shall be allowed Ten (10%) per cent, upon the amount in controversy under this trust to defray the expense 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 24th day of November 1904

R. M. Firebaugh.

State of Illinois...)

County of Cook.....) : -SS

Personally appeared before the undersigned A Notary Public, in and for the County and State aforesaid, the within named R. M. Firebaugh, who acknowledged that he signed and delivered the foregoing and annexed Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd, day of January 1905.

Andrew P. Humbert.-

--Notary Public--

--My Commission Expires on February 11th 1905.

The note for \$100.00 due January 1st 1905, has been paid & cancelled
The note for \$100.00 due January 1st 1906, has been paid & cancelled
The note for \$100.00 due January 1st 1907, has been paid & cancelled
The note for \$100.00 due January 1st 1908, has been paid & cancelled
The note for \$100.00 due January 1st 1909, has been paid & cancelled
The note for \$100.00 due January 1st 1910, has been paid & cancelled
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The note for \$100.00 due January 1st 1916, has been paid & cancelled
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The note for \$100.00 due January 1st 1944, has been paid & cancelled
The note for \$100.00 due January 1st 1945, has been paid & cancelled
The note for \$100.00 due January 1st 1946, has been paid & cancelled
The note for \$100.00 due January 1st 1947, has been paid & cancelled
The note for \$100.00 due January 1st 1948, has been paid & cancelled
The note for \$100.00 due January 1st 1949, has been paid & cancelled
The note for \$100.00 due January 1st 1950, has been paid & cancelled

Geo. H. Tucker.....) Filed for Record February 11-1905 at 5 P.M.
To/ Deed.....)
Joe D. Tucker.....) Recorded February 14-1905.
Tol. L. Tucker.....)

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

For and in consideration of the sum of Two Hundred Dollars cash in hand paid me, George H. Tucker, by Joe D. Tucker and Tol L. Tucker, the receipt of which I hereby acknowledge, and the further consideration of the assumption on their part to pay off when due a mortgage debt of \$415.00 and the interest thereon, which is now a lien upon the land, I hereby convey and warrant to them the following land situated in said County and State to wit:-

N¹/₂ of the NE¹/₄Sec. 17. T. 11. R. 5 East- containing 80-acres, more or less, - My wife does not join in this deed for we do not live on the land and it does not constitute our homestead.
Witness my signature on this Febry. 11th, 1905.
George H. Tucker.

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

This day personally appeared before me, the undersigned Notary Public of the City of Canton, said County and State, George H. Tucker, who acknowledged that he signed and delivered the foregoing instrument on the day of the date thereof, for the purposes therein set forth, as his act and deed.
Witness my hand and seal of office this 11th day of Feb. A.D. 1905.
E. A. Howell.
-Notary Public-

My Commission Expires Sept., 26th, 1905.

Canton Cemetery.....) Filed for Record Feb. 14.-1905 at 11 A.M.

W. L. Dinkins- Trustee..):
To/ Deed.....) Recorded February 14-1905.

O. F. Garrett & Bros....) This Indenture, made this 10th day of January A. D. 1905, between W.L. Dinkins, Trustee, as hereinafter mentionEd, of the first part, and O. F. Garrett and Brothers of the second part, Witnesseth:- Whereas, by a certain Deed, executed by Richard C. Sanders and Ellen M. Sanders, his wife, dated the 7th day of April A. D. 1856, and recorded in the office of the Clerk of the Court of Probates in and for Madison County, Mississippi, in Book of Deeds "0" Pages "134" and "135", the said Richard C. and Ellen M. Sanders did convey a certain lot or parcel of ground situated in said County, to the said party of the first part, for the use of the said party of the first part, and in trust, for the use and benefit of certain other persons named in said Deed, all in equal and undivided interest -which lot or parcel of land is fully described in said deed, and the names of said uses and beneficiaries are also therein particularly set forth- AND WHEREAS, it is the intention of said beneficiaries to use said lot or parcel of land as a Cemetery for the burial of the dead, and to sell and convey said land, in small lots, for the purpose -AND WHEREAS, a survey and subdivision of said lot or parcel of land has been duly made, and certified by the Surveyor of said County, and recorded in the Office of the Clerk of Probates aforesaid, in Book of Deeds "0"- Pages "136" and "137" as by reference thereto will more fully appear.

Now, Therefore, in consideration of the hereinbefore recited premises, and of the sum of Sixty-Five dollars by the said party of the second part to the said party of the first part in hand paid, the said party of the first part hath granted, bargained and sold, alienated and conveyed, and, by these presents, doth grant, bargain, sell alien and convey unto the said parties of the second part, -All of Lot No. Nine, in Square No. Five, according to the survey, subdivision and plat of said ground hereinbefore referred to, and now known as the Canton Cemetery; TO HAVE AND TO HOLD said lot hereby conveyed unto them, the said parties of the second part, their heirs and assigns forever, -

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

W. L. Dinkins- Trustee- (SEAL)

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

Personally appeared before me, W. M. Yandell, Notary Public, in and for said County, the above named W.L. Dinkins, who acknowledged that he signed sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.
Witness my hand and seal, this 10th day of February A. D. 1905-

W. M. Yandell- Mayor & Notary Public- (SEAL)

W. R. & W. H. Brown... Filed for Record February 11 1905 at 5 P.M.
Sarah E. McDaniel...
To/ War-Deed... Recorded February 14 1905
E. H. Brown.....

---WARRANTY DEED---

W. R. Brown, W. H. Brown and Sarah E. McDaniel to E. H. Brown---

State of Mississippi

:-SS

Madison County.....)

For and in consideration of the sum of \$225.00 Two Hundred and Twenty-five Dollars, cash in hand paid, the receipt of which is hereby acknowledged, We convey and warrant to E. H. Brown the following described land situated in the County of Madison and State of Mississippi- to wit:-

North-east Quarter of North-west quarter inSection (20) Twenty, Township (12) Twelve, Range (5) Five- East- and (10) acres off of West side of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec20 Town-ship (12) Range (5) East- in Madison County, State of Mississippi- containing 50 acres, more or less.

Witness our hands, thisday of190...

W. R. Brown.

W. H. Brown.

Sarah E. McDaniel Her X Mark.

State of Mississippi)

:-SS

Attala County.....)

Personally appeared before me, A Justice of the Peace for said County the within named W. R. Brown, W. H. Brown, and Sarah McDaniel, 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 and seal of office, this 3rd day of January 1905.

R. L. Waugh
J.P.

Attala County- Dist. No. 4.

John Benjamin.....) Filed for Record February 15 1905 at 11 A.M.
To/ Deed.....) Recorded February 15 1905.
Rosana Benjamin.....)

State of Mississippi)

:-SS

Madison County.....)

For and in consideration of One Dollar to me in hand paid, and a Quit Claim Deed to the:-

North 1/2 of Lot No., 26, North side of West Fulton Street in Canton, Mississippi, I convey and Quit Claim to Rosana Benjamin my wife the:-

South 1/2 of said Lot, the line dividing the same to run east and west, the said Rosana to have the 1/2 of said Lot on which the house stands fronting 80 feet on Fulton Street, free from all claim of mine whether as a homestead or otherwise; the said division and consideration giving to each a Lot 80 feet X 95 feet, more or less.

John Benjamin.

Witness my signature this the 23rd day of February 1904.

John Benjamin.

State of Mississippi.....)

:-SS

Madison County.....)

Personally came and appeared before me John Benjamin, who acknowledged the he signed, and delivered the foregoing deed on the day and year therein mentioned.

Witness my signature, this the 23rd day of February 1904:

F. C. McAllister-Chancery Clerk.

By E. B. Harrell, D: C:°

M. M. Cloud.....) Filed for Record February 15-1905 at 2 P.M.
To/ Quit Claim.....) Recorded February 15-1905.
Mrs. C. A. Young.....)

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

For and in consideration of the cancellation and surrender to me of my four promissory notes, one for \$411.25, due Jan., 1st, 1905, another for \$500.00 due Jan., 1st, 1906, another for \$500.00 due Jan., 1st, 1907, and the last for \$500.00 due Jan., 1st, 1908, all now held by Mrs. Cornelia A. Young, I hereby convey and Quit Claim to her my entire interest in the following land in said County and State to wit:-

Beginning in the center of the Jackson and Canton dirt road at a point 5 links east of where said dirt road crosses the dividing line between E $\frac{1}{2}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 8. T. 7 R. 3 East, and running thence North 25 45 East 15.83 chains, thence West 45 15 North 12.12 chains, thence south 35 45 west along the I. C. R. R. right of way 25.33 chains, and thence east along said dirt road 12.68 chains to the point of beginning, being partly in E $\frac{1}{2}$ and partly in W $\frac{1}{2}$ of NE $\frac{1}{4}$ Sec. 8. T. 7. R. 2 East, and containing 24.63 acres, and the same as was deeded to me by all the heirs of C. E. Young in deed recorded in Book "NNN" Page "432".

Witness my signature, this the 10th day of Febr., A. D. 1905.
M. M. Cloud.

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

This day personally appeared before me, the undersigned Notary Public of the City of Jackson, said County and State, M.M. Cloud, who acknowledged that he signed and delivered the foregoing instrument on the day and year thereof and for the purposes therein set forth as his act and deed.

Witness my hand and seal of office this 10th day of February A. D. 1905.
M. E. Wainwright.
-Notary Public-

--My Commission expires November 28th, 1907.

J. T. Odom.....) Filed for Record February 16-1905 at 8 A.M.
To/ Deed.....) Recorded February 16-1905.
Hickman Howard.....)

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

For and in consideration of the sum of Four Hundred and Fifty and 00/100 Dollars (\$450.00) cash in hand paid, the receipt of which is hereby acknowledged, I hereby convey and warrant to Hickman Howard the following described land situated in Madison County and State of Mississippi, to-wit:-

E $\frac{1}{2}$ of the NE $\frac{1}{4}$ ofSec. 27. T. 12. R. 3 East-
Witness my signature this the 30th day of January 1905.
J. T. Odom-

State of Mississippi...)
County of Holmes.....)
Town of Pickens.....)

Personally appeared before me, L. Bridgforth, A Notary Public in and for said Town, County and State, J. T. Odom, who acknowledged that he signed and delivered the foregoing Deed on the day and year therein mentioned.

Given under my hand and seal of office this the 30th day of January 1905.
L. Bridgforth-
-Notary Public- (SEAL)

C. A. Davis.....)
To/ D. T.....):-
J. M. Tate-Trustee.....)
Use- Bank of Goodman.....)

Filed for Record February 16-1905 at 8 A.M.

Recorded February 16-1905.

--C. A. Davis, to Bank of Goodman--

This Deed of Trust and Agreement, Made this 15th day of February A. D. 1905,
Witnesseth: That, whereas, C. A. Davis party of the first part, is indebted to
Bank of Goodman in the sum of Seven Hundred Thirteen $35/100$ Dollars, on his prom-
issory note of even date 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 des-
cribed as follows:

NW $1/4$ less 10 acres off of the NE Corner and twenty-six acres off the N. end
of the SW $1/4$ Sec. 14. T. 11. R. 4 East and
SE $1/4$ of NE $1/4$ and 13 acres off the N. end of E $1/2$ of SE $1/4$
Sec. 15. T. 11. R. 4. East

One bay mule, 9 years -named "Nell".
One sorrel horse mule, 5 years, named "Jebb"
One Black mare named "Daisey".
One two horse Owensboro Wagon.

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 me during the year 1905, on any land we may cultivate or have cultivated during
said year, in Madison County, also any and all rents that may be due him for or duri-
ng said year, said personal property being all of the kind he owns and possesses,
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 1st day of Dec. 1905, pay what may be due
said Bank of Goodman as aforesaid, and all cost 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 any there be, 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 thereof, endangered as a security for said payments, he shall take the same
into possession and hold till said payments are made, or till said property is
sold as aforesaid, even though the indebtedness may not be due; but until demanded
by the Trustee for either of the purposes as 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 Grantee or Trustee may declare all of them due, and
may proceed to collect the same by sale of the property as aforesaid.

C. A. Davis.

State of Mississippi....)

:--SS

Holmes County.....)

Personally appeared before me, A. P. Yarborough, Mayor
of Goodman, for said County, the within named C. A. Davis, who severally acknowledg-
ed hgt he signed and delivered the foregoing Deed of Trust and Agreement, at the
time therein named, as his act and deed.

Given under my hand and seal of office, this 15th day of Febr., 1905.

A.P. Yarborough-
-Mayor of Goodman-

*Satisfied & cancelled & nothing from Bank of Goodman
see nothing recorded in C. A. Davis page 503
since the Dec 22 1906*

F. C. McAllister-Comsr... Filed for Record February 16-1905 at 10 A.M.
A. Z. and A. D. Holly...
To/ Com. Deed.....
Henry Williams..... Recorded February 16-1905.

--Commissioner's Sale of Land for Partition--

By virtue of the authority vested in me, F. C. McAllister, Clerk of the Chancery Court in Madison County, Mississippi, and Special Commissioner of said Court appointed in the Cause No. 3666 and styled-- Ex Parte J. D. Holly and A. Z. Holly et al- on the Docket of the Chancery Court of Madison County, by a Decree of said Chancery Court rendered in said Cause, on the 23rd day of November A. D. 1904, to make sale of lands for partition between the owners thereof named in said Cause- Now, therefore, I, F. C. McAllister, Clerk of said Chancery Court and Special Commissioner as aforesaid- will within legal hours, the hours prescribed by law for judicial sales, on Monday the 19th day of December A. D. 1904, expose to sale at public outcry before the south door of the Court-house in the City of Canton, Madison County, Mississippi, for cash to the highest bidder the following described lands, lying, being and situated in said County of Madison, State of Mississippi, NW 1/4 Sec. 22, less 15 acres off South end- in Town-ship 11 of the Range 4 East, and I will convey such title to the purchaser of said sale as is vested in the parties to said Cause, which I can do by virtue of said Decree, Witness my signature this, Dec. 6. 1904.

F. C. McAllister-
-Commissioner of Sale-
W. O. Baldwin-
-D.C.

Posted at Post Office in Canton Dec. 6th, 1904.
By H. B. Greaves.

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

Personally appeared before me, W. B. Jones, Clerk of the Circuit Court, in and for said County, H. B. Greaves, who makes oath that he posted for F. C. McAllister, Commissioner in this Cause, the notice hereto attached at the South door of Court House in County of Madison, State of Mississippi, on Dec. 6th 1904, and that he also had an exact copy of the same, which is also hereto attached and posted same at the Post Office on the Bulletin Board in City of Canton, Madison County, both of said places being public places, and said places being usual places in Madison County, where notices of sale are posted, and that the said notices remained so posted from Dec. 6th, 1904, until Dec. 19, 1904, when the one at the south door of the Court house was taken down by W. O. Baldwin, and preserved, and the one at the Post Office in said City was taken down on said day by affiant, and both of said notices given to Commissioner, F. C. McAllister, and herewith filed, and that the said notices remained so posted for more than ten days prior to the date of said sale Dec. 19, 1904.

H. B. Greaves.
Sworn to and subscribed before me, this the 25th day of January 1905.
W. B. Jones,
-Circuit Clerk-

--NOTICE--

-OF CONFIRMATION OF SALE OF LANDS FOR PARTITION IN VACATION--
In the Chancery Court of Madison County, Mississippi--
No. 3666.

Ex Parte J. D. and H.E. Holly
To A. Z. Holly, J. D. Holly, a minor, by his father, and next best friend J.M. Holly, and to J. M. Holly in his own behalf all residents of Shreveport, La., and to Henry Williams, a resident of Madison County, Mississippi.

You are hereby commanded to appear before the Hon. Robt. B. Mayes, Chancellor, of the 5th Chancery District, Miss., at Chambers, in vacation, in the City of Jackson and State of Mississippi at 12 o'clock noon on Saturday Jan., 28, 1905, to show cause, if any, there be, why the sale of lands described in the petition on file in this cause made on Monday Dec. 19, 1904, by F. C. McAllister, Special Commissioner, of this Court, appointed by the court at the November Term, A. D. 1904, to sell said lands for partition among the owners thereof when said Henry Williams became the purchaser thereof of \$775.00 should not be confirmed. Now, unless you appear there then and show cause why said sale should not be confirmed same will be confirmed, and said Commissioner ordered to execute a conveyance of said lands to said Henry Williams.

F. C. McAllister- -Clerk.
H. B. Greaves- Atty- For-
J. D. Holly.
A. Z. Holly.
J. M. Holly.

(Continued on Next Page)

State of Mississippi....)

Madison County.....)

---In Chancery Court---

Personally appeared before me, the undersigned Clerk of the Chancery Court of said County; Howard G. Ross, the Editor of "Weekly Picket", a newspaper published in the City of Canton in said County and State, who, on oath, says to the Publication of which the instrument heretofore annexed is a true copy, was published in said newspaper as follows:-

- In Volume 22 Number 50 dated January 6 1905.
- In Volume 22 Number 51 dated January 13 1905.
- In Volume 22 Number 52 dated January 20 1905.
- In Volume 23 Number 1 dated January 27 1905.

Howard G. Ross.

Sworn to and subscribed before me, this the 23rd day of January A. D. 1905.

F. C. McAllister Chancery Clerk.

By W. O. Baldwin D. C.

State of Mississippi...)

Madison County.....)

---In The Chancery Court---

To May Term, A. D. 1905,

To The Honorable F. B. Mayes:-

Chancellor of the 5th Chancery District of said State, in Chancery sitting for the County of Madison, at THE UNDERSIGNED, a Commissioner of the Honorable Court, begs leave respectfully to report, that in pursuance to a Decree of this Honorable Court, made at the November Term, A.D. 1904, thereof, in the Suit of Ex Parte J. D. and A. Z. Holly, No. 3666, against Defendant, No. 3666 in said Court, directing the said Commissioner to sell the following lands in said County and State, and named in said Decree, Viz:

NW 1/4 Sec. 22, less 15 acres off the South end T. 11. R. 4 East

Your Commissioner did, on 19th day of December 1904, at 12.20 o'clock A.M. in the town of Canton, in said County within legal hours, to-wit- between 11 A.M. and 4 P.M. having first given the notice required by law and the said Decree, as will fully appear by reference to the proofs herewith filed as Exhibits "A" and prayed to be made a part of this report expose for sale, at public auction, to the highest bidder, the said lands, on the following terms:- For Cash when and where Henry Williams bid for the same the sum of Seven hundred and Seventy-five and 00/100 Dollars, which being the highest and best bid made for the said premises, the same were struck off to him, and he declared the purchaser thereof. That the said Henry Williams has fully complied with the terms of said sale by

And having now fully reported his action in the premises, and believing that the said premises sold for a fair and reasonable price, your Commissioner prays that said sale may be confirmed, and he discharged in the premises.

Respectfully submitted,

F. C. McAllister

-Clerk & Commissioner-

Whereas, I, F. C. McAllister, Chancery Clerk of Madison County, Miss., was appointed Special Commissioner by the Chancery Court of Madison Co., Miss., at its November Term A. D. 1904, in the Cause Ex Parte A. D. and A.E. Holly, for the sale of certain lands described in said bill filed in said Cause, and whereas by said Decree which is duly entered on Minute Book No. 7, on Page "155", I was ordered and directed by said Chancery Court to sell the following described lands lying in Madison County in the State of Miss. for partition among the owners thereof, A. D. and A.E. Holly, and which said lands are described as follows- Viz:-

NW 1/4 Sec. 22, less 15 acres off South end, in T. 11. R. 4 East

And whereas, I have fully advertised said lands for sale as required by said decree by a written notice of said sale, which was duly posted at the South door of the Court House, in the City of Canton, said County, and by a written notice posted at the Post Office in said City of Canton, and which said notices were duly posted on Dec. 6-1904, and remained so posted until taken down and preserved on the 19th day of Dec., 1904 the day of the sale of said property. And whereas in pursuance of the said Decree, I did at 12 o'clock and 20 minutes in the Town of Canton, at the South door of the Court House in said County, pursuant to the proper advertisement, on said 19th day of Dec., 1904, expose to sale for cash to the highest bidder the said NW 1/4 Sec. 22, less 15 acres off of South end, in T. 11. R. 4 East when there appeared Henry Williams who bid therefor the sum of (\$775.00) Seven Hundred and Seventy-five Dollars, cash, and which sum having been paid to me in hand, and the said sale having been ratified and confirmed, by the Chancellor in Vacation, on the 28th day of January 1905, and proper notice to all parties having been given, I was duly ordered to execute this conveyance.

Now, therefore, in consideration of the premises and the payment to me by said Henry Williams of the said sum of (\$775.00) Seven Hundred and Seventy-five Dollars cash, I, F. C. McAllister, Commissioner of the said Court, do hereby convey and warrant to the said Henry Williams the

NW 1/4 Sec. 22 less 15 acres off South end, in T. 11. R. 4 East, all the interest of all the parties to said suit, and which I can do by virtue of the authority vested in me as said Commissioner.

Witness my signature, this the 5th day of February 1905.

F. C. McAllister

-Commissioner-

(See Next Page For Acknowledgment)

State of Mississippi...)

:--Ss

Madison County.....)

Personally appeared before me, W. B. Jones, Circuit Clerk, said County the within named F. C. McAllister, Special Commissioner of Chancery Court, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein written.

Given under my hand at my office in said County, this the 15th day of February A.D. 1905.

W. B. Jones
-Circuit Clerk-
By A. Purviance-
-D. C.

A. J. and E. B. Sneed...)

Filed for Record February 16-1905 at 1 P.M.

By H. B. Greaves.....)

Recorded February 17-1905.

To/ Trustees Deed.....)

A. J. Sneed.....)

--Notice of Trustees Sale--

Whereas, A. J. Sneed and E. B. Sneed, did, on the 30th day of May 1903 execute one certain Deed of Trust to me, H. B. Greaves, Trustee, to secure the Union Savings Bank and Trust Company of Memphis, Tenn., in the sum of (\$1705.00) Seventeen Hundred and Five Dollars, evidenced by certain promissory notes mentioned in said Trust Deed upon certain real estate described and set out in said Trust Deed lying in Madison County, Mississippi, Viz:-

- NE 1/4Sec. 36. T. 10. R. 2 East, and
- SW 1/4Sec. 30. T. 10. R. 3 East and
- NW 1/4Sec. 31. T. 10. R. 3 East, and which

said Trust Deed may be found duly recorded in said Madison County, Mississippi, in record Book of Deeds No. "AG" on page "2" et seq., special reference being here made thereto.

And whereas default has been made by A. J. Sneed and E. B. Sneed in the payment of said above described sum of money, evidenced by said promissory notes, secured by said trust deed, and whereas I, as Trustee named in the said Trust deed, have been requested by the owners and holders of said notes, to foreclose said deed of trust by a sale of the Property mentioned therein, now, I, H. B. Greaves, as Trustee will, on Saturday February 11th, 1905, between the hours of 11 A. M. and 4 P.M. at the South door of the Courthouse, in the City of Canton, Madison County Mississippi, expose to sale at public-out-cry to the highest bidder for cash, the said above described property Viz:-

- NE 1/4Sec. 36. T. 10. R. 2 East, and
- SW 1/4Sec. 30. T. 10. R. 3 East, and
- NW 1/4Sec. 31. T. 10. R. 3 East containing

by estimation 480 acres, more or less, to satisfy the debt secured by said Trust Deed, and I will convey to the purchaser at said sale all title of A. J. and E. B. Sneed in said above described property, which I can do by virtue of said Deed of Trust.

H. B. Greaves
-Trustee-

Posted at South Door of Court House in City of Canton, Madison County, Mississippi, this January 30th, 1905. By H. B. Greaves.

State of Mississippi...)

:--SS

Madison Court.....)

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court said County, the within named H. B. Greaves, Trustee named in the following and foregoing notice and deed, and makes oath the Notice hereto annexed and filed for record, was by him, on the 30th day of January A. D. 1904, duly posted on the bulletin kept at the South door of the Court house in the City of Canton, Madison County, Mississippi, and an exact duplicate thereof hereto attached, was on same day duly posted on bulletin kept at the Post Office in said City of Canton, both said places being public places in said County and the usual places where such notices are usually posted, and that both said notices did remain so posted from said 30th day of January A. D. 1904 to the 11th day of February 1905, at 12 o'clock and 30 minutes, P.M., when same were taken down by affiant, and preserved and herewith filed -one of the same to be recorded as part of the deed made by the affiant, to A. J. Sneed at said sale.

H. B. Greaves.
Sworn to and subscribed before me, this the ...day of Febr., A. D. 1905.
F. C. McAllister- Chancery Clerk.
W. O. Baldwin- Dep. Clerk-

(Continued on Next Page)

This Indenture made and entered into this, Febr., 11, 1905, between H. B. Greaves, Trustee in a certain Deed of Trust executed by A. J. Sneed and E. B. Sneed, to me, H. B. Greaves, Trustee, for use of the Union Savings Bank and Trust Company of Memphis, Tenn., and which said trust deed is dated 30th day of May 1903 and duly recorded in Madison County, State of Mississippi, in Book "AG" on Page "2" of the first part, and A. J. Sneed "(Sr) of the second part, Witnesseth:- That, Whereas, said A. J. Sneed and E. B. Sneed heretofore conveyed by the trust deed above described the lands hereinafter described to me said H. B. Greaves, as Trustee, to secure the sum of (\$1705.00) Seventeen Hundred and five Dollars with interest as in said trust deed set forth and whereas default has been made in the payment of the amount due thereunder and the said holders of said notes have declared all said notes and indebtedness due as provided in said Trust Deed and have me, as Trustee therein named, to execute said trust :- Now, therefore, This Instrument Witnesseth:- That I, said Trustee, having duly advertised said sale by a notice thereof posted, one at the South door of Court house in the City of Canton, said County, and one at the Post Office in said City of Canton, both of said places being public places in said County and the usual places where such notices are posted, both of said notices having been by me duly posted on the 30th day of Janry., 1905, and remained so posted until noon on the 11th day of Febr., 1905, the time of said sale, when same were taken down by me and preserved, (due proof of posting being filed herewith as a part of this deed) - Said notices remaining posted for more than 10 days as directed by said trust deed did on the said 11th day of Febr., A. D. 1905, within legal hours, viz- at the hour of 12 o'clock and 30-minutes P.M. of said day, before the South door of the Court house in the City of Canton, Madison County, Mississippi, expose for sale to the highest bidder for cash the following lands, lying, being and situated in the County of Madison, State of Mississippi, to wit:-

NE 1/4 Sec. 36. T. 10. R. 2 East- and
 SW 1/4 Sec. 30. T. 10. R. 3 East- and
 NW 1/4 Sec. 31. T. 10. R. 3 East, as required

by law and as directed in said Trustee (Conforming in every respect to the requirements of the law as to how lands must be sold under trust deed the land being first offered in sub-division and then as a whole) then appeared A. J. Sneed, Sr., and bid therefor the sum of (\$1687.70) Sixteen Hundred and Eighty-seven and 70/100 Dollars and which said bid being the last highest and best bid offered therefor, the same was struck off to him thereat, And the said A. J. Sneed, having presently paid me the amount of said bid, in consideration of the premises, and of the payment to me of said \$1687.70, the receipt of which I hereby acknowledge, I, as Trustee, aforesaid, do by these presents sell and convey and warrant specially to said A. J. Sneed, all the said tract of land above described with all appurtenances belonging - conveying to said A. J. Sneed, all the right, title, interest of the above named A. J. Sneed and E. B. Sneed in and to said lands and which I as such trustee can do by means of this said trust deed and the proceedings and sale aforesaid, -
 Witness my signature, this February 11th 1905.

H. B. Greaves-
 -Trustee-

State of Mississippi....)

:-SS

Madison County.....)

Personally appeared before me, F. C. McAllister, Chancery Clerk of said County, the within named H. B. Greaves, Trustee as aforesaid, who acknowledged that he signed -sealed and delivered the above instrument on the day and year therein written.

Given under my hand and seal of office, at my office, in said County, this thedy. of February A. D. 1905.

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

Jerry Scott.....)
To/.....)
Henry Williams.....)

Filed for Record February 17-1905 at 3 P.M.
Recorded February 17-1905.

Whereas, I did execute to Henry Williams a Warranty Deed dated the day of December 1904, and which was filed for record 19th Dec. 1904 and same is duly of record in Record Book of Deeds of Madison County, Mississippi, No., "NNN" Page No. "594" in which the consideration was recited to be \$1000.00 paid and to be paid, and whereas all the consideration for said conveyance has this day been paid me, at the delivery of this deed, Now, therefore, in consideration of the premises and the payment to me this day of all the above recited purchase money, I, Jerry Scott, do hereby satisfy and cancel the vendors lien reserved to me in the above referred to deed, and here convey and warrant to said Henry Williams the said lands above referred to Viz:-
95 acres off of the North side of the NE¹/₄.....Sec. 21. T. 11. R. 4 East
Being the N¹/₂ NE¹/₄ and 15 acres off of the North side of the
S¹/₂ said NE¹/₄Sec. 21. T. 11. R. 4 East-
lying in Madison County, Mississippi.
Witness my signature this the 17th day of Febr., A. D. 1905.
Jerry Scott.

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

Personally appeared before, me, F. C. McAllister, Clerk of the said County, the within named Jerry Scott, who acknowledged that he signed and delivered the above instrument on the day and year therein written.
Given under my hand and official seal this the 17th day of Febr. A.D. 1905.
F. C. McAllister- Chancery Clerk.
W. O. Baldwin- Dep. Clerk.

B. L. Roberts.....)
Emile Levy.....)
To/ War. Deed.....)
Mrs. M. E. Allen

Filed for Record February 17-1905 at 2 P.M.
Recorded February 18-1905.

In consideration of Four Thousand Dollars, cash in hand paid us by Mrs. Margaret E. Allen, the receipt of which is hereby acknowledged, we, B. L. Roberts and Emile Levy, do hereby convey and warrant unto Mrs. Margaret E. Allen, the following described real estate, lying, being and situated in the City of Canton, County of Madison, State of Mississippi, to wit:-

That lot fronting on Liberty St., 105 feet and running back East 200 feet, beginning at a point on the South side of Fulton St., and East side of Liberty St., at the South East corner of the intersection of said Streets and running thence East along the South side of Fulton St., 200 feet and thence South 105 feet, and thence West 200 feet to the Eastern Margin of Liberty St., and thence North along the Eastern margin of Liberty St., 105 feet to the point of beginning less that strip off the North side of said lot sold to the City of Canton by Deed dated April 9th, 1890 and recored in Book "YY" Page "45" et seq., in the Chancery Clerk's office for said County,
The grantee is to pay taxes for the year 1905.

Witness our hands and seals this the 10th day of February 1905,
B. L. Roberts,
Emile Levy.

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

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.L. Roberts and Emile Levy, 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 10th day of February A.D. 1905.
Harry T. Huber-
-Notary Public- (SEAL)
--My Commission expires January 28th, 1908.

Mrs. E. L. Turke.....) Filed for Record February 20-1905 at 5 P.M.
To/ Deed.....)
G. W. Carlisle.....) Recorded February 21-1905.

--Mrs. E. L. Turk, Deed to G. W. Carlisle--
State of Mississippi.....)
:-SS
Madison County.....)

For and in consideration of the sum of One Hundred and Fifty Dollars to me in hand paid, the receipt of which is acknowledged, I sell -convey and warrant to G. W. Carlisle, the following tracts or parcels of land situated in the County and State aforesaid- to-wit:-

Commencing at the NE Corner of the NE¹/₄ of SE¹/₄Sec. 16. T. 8. R. 2 W and run west on the half section line 140 yards, thence south on a parallel line 300 yards, thence East 140 yards, thence North 300 yards to the point of beginning.

Also the NW¹/₄ of NW¹/₄ ofSec. 21. T. 8 R. 2 West the last named tract known as the "Dunn Tract"- I hereby reserve the right at any time during my life time, to redeem the last named 40 acres of land, by returning to said G. W. Carlisle, or his heirs or assigns, the sum of One Hundred and Fifty Dollars without interest and paying him for any improvements that he may make on said land. But should I depart this life before exercising the right of redemption herein stated, then, and in that case, this deed shall become a warranty, in fee simple.

Witness my signature, this the 14th day of February 1905.
Emme Turk.

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

Personally appeared before me, the undersigned authority, in and for the County and State aforesaid, Mrs. E. L. Turk, who acknowledged that she signed and delivered the foregoing deed on the date thereof, as her own voluntary act and deed for the purposes and for the considerations therein expressed.

Given under my hand and official seal, this the 14th day of February 1905.

A. Purviance-
-Justice of the Peace-

Peter Johnson.....) Filed for Record February 20-1905 at 4 P.M.
To/ Deed.....)
Addie Harris.....) Recorded February 22-1905.

In consideration of the natural love and affection I bear towards my sister, Addie Harris, of Canton, Miss., and the further consideration of Five Dollars (\$5.00) - I hereby convey and quit-claim to her my undivided one-seventh interest in the following real estate in Canton, Miss., described as:-

Lot Thirty-Three on the map of said City made by George and Durlap on the East side of Cameron Street - bounded on the west by said Street and on the North by a lot of E. Stein- on the East by the lot of Newton Falls, and on the South by the lot of Lucy Manny owned by Minerva Kenard in her lifetime.

Witness my hand and signature, this the 7th day of March 1904.

Peter Johnson (SEAL)

Attest:-
Harry E. Martin.

State of Pennsylvania.....)
:-SS
County of Lawrence.....)

On this 12th day of April 1904, before me, the undersigned authority, came Peter Johnson, the grantor, and acknowledged the foregoing Indenture to be his act and deed, and desired the same may be recorded as such.

Witness my hand and notarial seal, the day and year above written.

H. W. Grisby.
Notary Public

--Commission expires Jan. 19th, 1907.--

J. A. Bennett Jr....)
Julia A. Goodloe.....)
Robt. J. Goodloe.....:-
to/ Deed.....)
James Simrall.....)

Filed for Record February 22-1905 at 12 M.

Recorded February 22-1905.

In consideration of Ten Dollars (\$10.00) cash in hand paid us, receipt of which is hereby acknowledged, we convey and quit-claim to James Simrall the following described land in Madison County, Mississippi, to-wit:-

Sixty-acres-off-the-South-end-of-the-East-half-(E $\frac{1}{2}$) of the South-west Quarter (SW $\frac{1}{4}$) ofSection Twenty (20) in Town-ship Eight (8)-Range-One-East.

Witness our signature, this 18th day of February 1905.

J. A. Bennett, Jr.
Julia A. Goodloe.
Robt. J. Goodloe.

3839

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

This day personally appeared before me, the undersigned Justice of the Peace in and for said County and State, the above named J. A. Bennett, Jr., Julia A. Goodloe and Robt. J. Goodloe, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office this 18th day of February A. D. 1905.

C. D. Bennett, J. P. (SEAL)
-Justice of the Peace-

James Simrall.....)
To / Deed.....:-
George R. Moulder.....)

Filed for Record February 22-1905 at 12 M.

Recorded February 22-1905.

In consideration of Four Hundred and Fifty Dollars, cash, in hand paid me, I, James Simrall, conveys and warrants to George R. Moulder, the following described land in Madison County, Mississippi, to wit:-

Sixty (60) acres off the South end of the East half (E $\frac{1}{2}$) of the South-west quarter (SW $\frac{1}{4}$) ofSection Twenty (20) in Town-ship Eight (8) Range One East-

Witness my signature, this 22nd day of February 1905.

James Simrall.

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

This day personally appeared before me, the undersigned Harry T. Huber, A Notary Public for the City of Canton in and for the County and State aforesaid, the above named James Simrall, who acknowledged that he signed and delivered the foregoing Deed on the day and year therein mentioned.

Given under my hand and seal of office this 22nd day of February 1905.

Harry T. Huber
-Notary Public-

--My Commission expires 1/28/08.

Chas. Walker.....)
To / War. Deed.....:-
Cornelias Watkins.....)

Filed for Record February 22-1905 at 3.30 P.M.

Recorded February 22-1905.

In consideration of Two Hundred and Ten Dollars, cash in hand me by Cornelias Watkins, the receipt of which is hereby acknowledged, I, Chas. Walker, a widower, do hereby convey and warrant unto Cornelias Watkins forever the following described property, lying, being and situated in the County of Madison, State of Mississippi, to wit:-

NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34. T. 11. R. 4 East.
Also:- One mule, Three cows, and 2 bales of cotton and 50 Bushels of corn, and one wagon, being all of the property that I now own of that class or description.

Witness my hand and seal this the 10th day of February A. D. 1905.

Charley Walker, His X Mark (SEAL)

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

Personally appeared before me, Henry Greenwaldt, A Justice of the Peace for Dist., No. 5, in and for said County and State, the within named Chas. Walker, a widower, 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 this the 14th day of February A. D. 1905.

H. Greenwaldt.
-Justice of the Peace-

John T. Mizell.....)
To/ Deed.....)
Chas. B. Cooper.....)

Filed for Record February 23rd 1905 at 11.30 A.M.
Recorded February 23rd, 1905.

The State of Florida)
County of Alachua.....)

KNOW ALL MEN BY THESE PRESENTS, That I, John T. Mizell, of the State and County aforesaid, for and in consideration of the sum of One Dollar, cash in hnd paid, this day, by C. B. Cooper of Madison County, Miss., and for other good and valuable considerations, have this day bargained, sold, granted and conveyed and by these presents, do sell, convey and alienate, forever in fee simple to said Cooper, his heirs and assigns, all the following lands to wit:-

NW 1/4Sec. 34, and
NW 1/4 of SW 1/4 ofSec. 34, T. 12. R. 3 East- in Madison County, Mississippi.

In testimony whereof, witness my hand this the 20th day of February 1905.
Jno. T. Mizell.

Witness:-

J. W. Collins.
W. C. Rives.

State of Florida.....)

Alachua County.....)

Before me, the undersigned A Notary Public said County and State, this day came in person the above named John T. Mizell, grantor in the foregoing deed to me well known, who acknowledges that he signed, sealed, and delivered the foregoing deed for the purposes therein set forth.

Witness my hand this the 20th day of February 1905.

W. C. Rives. (SEAL)
Notary Public for State of Florida

--Commission expires February 14th 1909.

Noah Drain.....)
Julia Drain.....)
To/ War. Deed.....)
John Beal.....)

Filed for Record February 23-1905. 12 M.
Recorded February 23-1905.

In consideration of Thirteen 75/100 Dollars, cash in hand paid us by John Beal, the receipt of which is hereby acknowledged - We, Noah Drain and Julia Drain, Husband and wife, do hereby convey and warrant unto the said John Beal forever, the following described lot of land lying, and being in the City of Canton, County of Madison, and State of Mississippi, to-wit:-

Beginning on the East side of an alley or street at a stake at the North west corner of the present residence lot of said John Beal and running thence North along the East side of said Alley or Street five feet to a stake and thence east 150 feet to a stake and thence south five feet to the north east corner of said Beal Lot and thence west with his north line 150 feet to the point of beginning.

Witness our hands and seals this the 23rd day of February 1905.

Julia Drain Her X Mark (SEAL)
Noah Drain His X Mark (SEAL)

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 Julia Drain and Noah Brain, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

Given under my hand and official seal, at office, this 23rd day of Feb. A.D. 1905.

F. C. McAllister- Clerk.
W. O. Baldwin- D.C.

No. 3505. ---Commissioner's Deed---

Minerva Kennard Est.....)
W. O. Baldwin-Commissioner.....)

Filed for Record Feb. 22-1905 at 12 M.

-to-
Lynch Harris.....:-
Eugene Kennard.....)

Recorded February 24-1905.

By virtue of the authority conferred on me, W. O. Baldwin, Commissioner in Chancery, by the decree of the Chancery Court of Madison County rendered on the 21st day of November A. D. 1904, confirming a sale made on the 6th day of February A. D. 1905, in pursuance of a decree of said Court, rendered on the 21st day of November A. D. 1904, I, as W. O. Baldwin, Commissioner, in consideration of Two Hundred five Dollars, convey to Lynch Harris and Eugene Kennard the purchasers thereof, the following land, to wit:-

Lot No. 33 on the map of the City of Canton made by J.P. George and J.P. Dunlap on the east side of Cameron Street, and bounded on the North by a lot of E. Stiens, on the east by a lot of Newton Falls, and on the south by the Lot of Lucy Manny and on the west by Cameron Street all lying and being in the City of Canton, Madison County and State of Mississippi.

Witness my signature, this the 22nd day of February A. D. 1905.

W. O. Baldwin-
-Commissioner in Chancery.

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

Personally appeared before me, F. C. McAllister, A Clerk of the Chancery Court of the County of Madison and State, the within named W. O. Baldwin, who acknowledged that he signed and delivered the foregoing instrument as Commissioner aforesaid, on the day and year therein mentioned.

Given under my hand and seal this the 22nd day of February A. D. 1905.

F. C. McAllister- Clerk,
By M. Allen- D. C.

Henderson C.C.P.)
Ion H. Smith.....)
To/ Deed.....:-
Nancy Polk.....)

Filed for Record February 24-1905 at 2 P.M.

Recorded February 24-1905.

In consideration of the sum of One Hundred (\$100.00) Dollars, cash in hand paid us by Nancy Polk, the receipt of which is hereby acknowledged, We, Chas. C.P. Henderson and Ion H. Smith, Father and Daughter, do hereby convey and warrant unto the said Nancy Polk, forever the following described lot of land lying, being and situated in the City of Canton, County of Madison, State of Mississippi, to wit:-

Fifty feet (50 feet) off of the West end of Lot No. 17 on the South side of Union Street, - Beginning on the North side of the alley, at the south-east corner of the lot now occupied by Nancy Polk as a residence and running thence east along the north side of said alley 50 feet to a stake and thence north 128 feet to a stake and thence west 50 feet to a stake, and thence south 128 feet to the alley - the point of beginning.

Witness our hands and seals this the 7th day of February A. D. 1905.

C. C. P. Henderson (SEAL)
Ione H. Smith (SEAL)

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 C. C. P. Henderson and Ione H. Smith, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

Given under my Hand and official seal, at office, this 7th day of February A. D. 1905.

F. C. McAllister- Clerk.
By W. O. Baldwin- D. C.

For description see how deed recorded in Book 235 page 572

C. H. Sensibaugh.....)

Filed for Record Febry. 27-1905 8 A.M.

To/Deed.....
F. W. Johns.....)

Recorded February 27-1905.

In consideration of the payment to me of (\$100.00) One Hundred Dollars, cash paid me on delivery of this deed, I convey and quit-claim to Fredrick W. Johns the following described lands situated in Madison County, State of Mississippi, viz:-

The SW¹/₄ and W¹/₄ SE¹/₄ Sec. 1. and

6 acres out of the NW Corner of E¹/₂ SE¹/₄ said Sec. 1. T. 7. R. 1. East, intending by this conveyance to re-convey to said F. W. Johns that certain tract of land conveyed by him and wife, Georgianna Johns, to me by a deed dated the 25th day of January A.D. 1904, and filed for record in said County and recorded in Book of Deeds said County, No. "NNN" on page "310" - and it is also distinctly understood and agreed that the trust deed given by me to T. N. Jones, Trustee, to secure said F. W. Johns or bearer, shall be cancelled, same being a part of the consideration for t is deed, and said Johns is to assume the indebtedness due to Wirt Adams covering said land, and which was assumed by me It is the intention of this deed to re-vest said Johns with all interest conveyed to me by him by the above referred to deed.

Witness my signature this the 2nd day of February A. D. 1905.

C. H. Sensibaugh.

State of Mississippi.....)

:-SS

Madison County.....)

Personally appeared before me, W. G. Dorroh, an acting Justice of the Peace, of said County Dist. No. 3, the within named Charles H. Sensibaugh, who acknowledged that he signed and delivered the above instrument and that same is no part of his homestead.

Witness my signature this the 25th day of February A. D. 1905.

W. G. Dorroh

-Justice of the Peace-

Mary C. Lee.....)

Filed for Record February 27-1905 8 A.M.

To/ War. Deed.....
Cora M. Lee.....)

Recorded February 27-1905.

THIS INDENTURE WITNESSETH, That the Grantor Mary C. Lee (widow of the late George W. Lee, Sr.) of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum or \$1.00 (One Dollar) in hand paid Convey and Warrant to Cora M. Lee of the City of Chicago County of Cook and State of Illinois the following described Real Estate, to wit:-

Lots A Seven (7) and A Eight (8) Lot Two (2) Block Twenty-three (23) as laid down on plat now on file in the office of the Chancery Clerk at Canton of the subdivision of Highland Colony, under date of June 1900 containing two acres, more or less-

Also Lot Thirteen (13) Lot Two (2) Block Twenty-three (23) as laid down on same plat of same subdivision and containing 31313 square feet, more or less. -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 Exemption Laws of this State.

Dated, This 15th day of April A.D. 1903.

Mary C. Lee. (SEAL)

State of Illinois.....)

:-SS

County of Cook.....)

I, William H. Wells- A Notary Public in and for said County in the State aforesaid. Do hereby Certify, That Mary C. Lee, (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 release and waiver of the right of homestead.

Given under my hand and Notarial seal this the 15h day of April A.D. 1903.

William H. Wells,

-Notary Public- (SEAL)

Commission Expires January 27th, 1907.

W. B. Weiner.....)
to/ Deed.....)
W. F. Lemon.....)

Filed for Record February 27-1905 at 11 A.M.
Recorded February 27-1905.

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

For and in consideration of the sum of Two Hundred Dollars cash in hand paid to me by W. F. Lemon, the receipt of which is hereby acknowledged, I convey and warrant to him forever the following land in said County and State to-wit:
SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ ofSec. 28. T. 10. R. 5 East, being 40 acres, more or less.
Witness my signature this the 15th day of February 1905:
W. B. Weiner.

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

This day personally appeared before me, the undersigned Notary Public of the City of Canton said County and State, W. B. Weiner, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his own act and deed.
Witness my hand and seal of office this February 15th, 1905.
E. A. Howell.
-Notary Public. (SEAL)

My commission expires Sept. 26th, 1906.

A. B. Linn.....)
To/ Deed.....)
United Brothers.....)

Filed for Record February 24th-1905 at 4 P.M.
Recorded February 27th-1905.

In consideration of One Dollar and Twenty five cents, I grant bargain, convey and sell to the United Brothers 1/4 of acre of land out of the South-east corner E $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec. 30. T. 12. R. 5 East- being in Madison County, Mississippi, This the 11th February 1905.
A. B. Linn.

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

Personally appeared before me, W. T. Linn, A Justice of the Peace of said County, within named A. B. Linn, who makes oath that he signed, the above deed as his own act and deed on the year and day above mentioned.
Witness my hand and seal this the 11th day February 1905.
W. T. Linn,
-J.P.-

C. B. Cooper.....) Filed for Record February 27-1905 at 4 P.M.
To/ War. Deed.....)
Elmer Pollock.....) Recorded February 28-1905.

In consideration of One Thousand Dollars, cash in hand paid me by Elmer Pollock, the receipt of which is hereby acknowledged, I, C. B. Cooper, do hereby warrant and convey unto the said Elmer Pollock forever the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

NW 1/4 Sec. 34, T. 12, R. 3 E.
NW 1/4 SW 1/4 Sec. 34, T. 12, R. 3 E.

Witness my hand and seal, this the 13th day of December A. D. 1904.
C. B. Cooper. (SEAL)

State of Mississippi.....)
:-SS
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 C. B. Cooper, 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 13th day of Dec. A. D. 1904.

Harry T. Huber
-Notary Public- (SEAL)

Elmer Pollock.....) Filed for Record February 27th-1905 at 4 P.M.
To/ War. Deed.....)
Mississippi Company.....) Recorded February 28-1905.

In consideration of One Thousand 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 lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

NW 1/4 and NW 1/4 SW 1/4 Sec. 34, T. 12, R. 3 E.

Witness my hand and seal, this the 14th day of December A. D. 1904.
Elmer Pollock (SEAL)

State of Mississippi.....)
:-SS
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, this the 14th day of December A.D. 1904.

Harry T. Huber (SEAL)
-Notary Public-

--My Commission expires 1/28/1904.

Highland Colony Company.....) Filed for Record Feb. 27-1905 at 4 P.M.
To/ Deed Trust.....)
Clara S. Evert- Trustee.....) Recorded February 28-1905.
Use-Emily C. Sensibaugh.....)

-DEED OF TRUST-

WHEREAS, Highland Colony Company woes Emily C. Sensibaugh the sum of Five Hundred Dollars, evidenced by promissory note of even date herewith due Febry. 27-1906, and bearing interest at the rate of eight per-cent per annum, payable annually. And whereas they are anxious to secure the payment of said indebtedness at the maturity thereof, therefore, in consideration of Five Dollars, to them paid by Clara S. Everts, (Trustee) the receipt whereof is hereby acknowledged, Highland Colony Company conveys and warrants unto said Clara S. Everts (Trustee) the lands and property situated in the Highland Colony, in the County of Madison and State of Mississippi, described as:-

Block Forty-five, Highland Colony, less Lot Two (2) as laid down on the plat now on file in the office of the Chancery Clerk of said Madison County, This conveyance is in trust. Should they pay said indebtedness and interest owing thereon at maturity, this conveyance shall be void, otherwise, at the request of said Highland Colony Company and Emily C. Sensibaugh or either of them, the said Clara S. Everts (Trustee) or any successor appointed in her 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 the Highland Colony Company.

(Continued on Next Page)

For release see Book 333 page 27 of W.B. Balkin Case

The said Highland Colony Company and Emily C. Sensibaugh, or either or them, are hereby authorized to appoint another Trustee in the place of said Clara S. Everts (Trustee), if, from any cause, the said Clara S. Everts (Trustee), shall not be present, able and willing to execute this trust; and such appointee shall have full power as Trustee herein. Witness our signatures, this the 27th day of February 1905.

Highland Colony Co.
J.P. Cooke- Sec. & Treas.
R. H. Thompson- Vice Pres.

State of Mississippi.....)
Madison County.....-SS
Village of Ridgeland.....)

Personally appeared before me, the undersigned P.L. Porter, Mayor of Ridgeland and Ex Officio J.P., in and for said County, the within named R. H. Thompson - Vice Pres. and J. P. Cook- Sec. and Treas., of the Highland Colony Company, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this 27th day of February 1905.
P.L. Porter-
-Mayor of Ridgeland & Ex Officio J.P.

Highland Colony Company.....)
To/ Deed Trust.....)
Clara S. Evert-Trustee.....)
Use- Emily C. Sensibaugh.....)

Filed for Record February 27-1905 at 4 P.M.
Recorded February 28-1905.

-DEED OF TRUST-

Whereas, Highland Colony Company owes Emily C. Sensibaugh the sum of Five Hundred Dollars, evidenced by promissory note of even date herewith, due February 27th, 1906, and bearing interest at the rate of Eight per cent per annum payable annually-

And whereas, they are anxious to secure the payment of said indebtedness at the maturity thereof, in consideration of Five Dollars, to them paid by Clara S. Evert (Trustee), the receipt whereof is hereby acknowledged Highland Colony Company conveys and warrants unto said Clara S. Everts (Trustee), the lands and property situated in the Village of Ridgeland in the County of Madison and State of Mississippi, described as:-

Lots Six and Seven (6 & 7)- Block Fifty-seven (57) as laid down on plat now on file in the office of the Chancery Clerk of said Madison County.

This conveyance is in trust. Should they pay said indebtedness and interest owing thereon at maturity, this conveyance shall be void, otherwise, at the request of said Highland Colony Company and Emily C. Sensibaugh or either of them, the said Clara S. Everts (Trustee) or any successor appointed in her 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 the Highland Colony Company.

The said Highland Colony Company and Emily C. Sensibaugh or either of them are hereby authorized to appoint another Trustee in the place and stead of said Clara S. Everts (Trustee), if, from any cause the said Clara S. Everts (Trustee) 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 27th day of February A. D. 1905.

Highland Colony Company.
J.P. Cook- Sec. & Treas.
R. H. Thompson- Vice Pres.

State of Mississippi.....0
Village of Ridgeland.....-SS
County of Madison.....0

Personally appeared before me, the undersigned P.L. Porter Mayor of Ridgeland and Ex Officio J.P., in and for said County, the within named R. H. Thompson- Vice Pres., and J.P. Cook, Sec. and Treas., of the Highland Colony Company, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this 27th day of February 1905.
P.L. Porter-
-Mayor and Ex Officio J.P.- (SEAL)

*for Clara see Part 55 of my 270
1100 Balance Due*

Mrs. E. E. Ballard.....)
To/ Deed.....)
R. E. Bacon.....)

Filed for Record March 1-1905 at 11A.M.

Recorded March 11-1905.

In consideration of (\$150.00) One Hundred and Fifty Dollars, cash paid me by R. E. Bacon, the receipt of which I hereby acknowledge, I convey and quit-claim to said R. E. Bacon all my right, title, interest estate, claim, and demand, both at law and equity, of, in and to my undivided interest in the estate, both real and personal, of the late John C. Crawford and lying, being and situated in the County of Madison State of Mississippi, and elsewhere- Said John C. Crawford having been late a resident of said County of Madison said State of Mississippi.

Witness my signature, this the 21st day of Februy. A. D. 1905.

Mrs. E. E. Ballard.

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

Personally appeared before me, C. E. Hamilton an acting Notary Public in and for the City of Aberdeen, of said County and said State, the within named Mrs. E.E. Ballard, who acknowledged that she signed and delivered the above instrument on the day and year therein written.

Given under my hand and seal of office at Aberdeen in said County, this the 24th day of February A.D. 1905.

C. E. Hamilton
Notary Public- (SEAL)

-Interlineations and erasures made prior to signing.

-C.E. Hamilton-
-N.P.

Highland Colony Co.....)
To/ Release.....)
Gus. A. Woodbridge.....)

Filed for Record March 1-1905.

Recorded March 1-1905.

In consideration of (\$1012.88) Ten Hundred and Twelve Dollars and 88/100 Dollars, which is the amount of principal and interest still due The Highland Colony Company upon the purchase money of the lands herein described, as evidenced by notes and set out and mentioned and described in one warranty deed from The Highland Colony Company to Geo. A. Woodbridge, and which said deed is dated the 4th day of January A.D. 1904 and duly recorded among the record of deeds of Madison County, State of Mississippi in Book "HHH" on Page No. "386", special reference being here made thereto, and which said sum of \$1012.88 is here paid us, said Company, we the said Highland Colony Company by R. H. Thompson, Vice President, and J.P. Cook, Sec. and Treas. do hereby convey and quit-claim to said Geo. A. Woodbridge the land lying in Madison County -State of Mississippi- described as:-

N^o SE¹.....Sec. 23
And all SW¹.....Sec. 24, lying north of the old Agency

Road and 40 acres off of West side of W¹ SE¹ Sec. 24, and lying North of said Agency Road, all in Town-ship 7, R. 1 East and containing 240 acres, more or less. And we hereby authorize and direct the Chancery Clerk of said Madison County to endorse upon the margin of said above deed from said Highland Colony Compnay to said Geo. A. Woodbridge, that the vendors lien reserved by said Company in said above deed has this day been paid and satisfied in full.

In testimony whereof witness the said Highland Colony Company-a corporation under the laws of the State of Mississippi- domiciled at Ridgeland in said State by its executive officers, R. H. Thompson -V.P. and J.P. Cook- Sec. and Treas. this the 23rd day of February A.D. 1905.

Highland Colony Company.
R. H. Thompson- Vice Pres.
J.P. Cook- Sec. and Treas.
(-SEAL)

State of Mississippi....)
Village of Ridgeland...)
County of Madison.....)

Personally appeared before me, P.L. Porter, Mayor of said Village of Ridgeland and Ex-Officio an acting Justice of the Peace of said County, the within named R.H. Thompson, Vice President, of the Highland Colony Company, a corporation, and J.P. Cook, its Sec. and Treas., who acknowledged that they signed and delivered the above instrument on the day and year therein mentioned, and for the purposes therein stated,

Given under my hand and seal at Ridgeland, this Feb., 27th A.D. 1905.

P.L. Porter-
Mayor of Ridgland, & Ex Officio J.P.
said County-

Mary C. McKee.....)
-To-.....)
Nick Goodloe Sr.....)

Filed for Record Mar. 3-1905 at 11 A.M.

Recorded March 4th-1905.

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

For and in consideration of the Execution and Delivery to me this day of Four Promissory notes by Nick Goodloe Sr the 1st for :-
\$210.00 due Nov. 15th, 1905, - The Second for:-
\$195.00 due Nov. 15th, 1906, - The Third for:-
\$180.00 due Nov. 15th, 1907, - And the last for:-
\$165.00 due Nov. 15th, 1908, - each bearing 10% percent interest after maturity, I hereby convey and warrant to him the following land in said County and State to wit:-

Beginning at the NE CORNER of SE 1 NE 1 Sec. 32, T. 10, R. 3 East- And then run due south 12.50 chs. thence due West 54.44 chs., to Poplar Creek, thence north-easterly along with said Creek to the North line of the SE 1 of NW 1/4 of said Section, thence due East to the place of beginning, being 62.85 acres off of the North side of the the SE 1 of the N 1/2 of said Section, lying and being East of said Poplar Creek, and I agree to pay the taxes for 1904, but the Grantor is to pay the taxes hereafter and the Vendor's lien is expressly retained to secure the payments of these notes, and by the acceptance of this deed and the execution of his notes the Grantee herein agrees that upon default in the payment of any of these notes that I may, without going into Court, proceed to have said land advertised -or three notices posted for ten days and sell the same to pay the notes.
Witness my signature, on this November 15th 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 of the day and date thereof as her own act and deed, a and for the purposes therein named.

Given under my hand and seal, of office, this

B. M. Roberson-
-Chancery Clerk- (SEAL)
By M. A. Howard, D. C.

J. H. Tucker et ux.....)
-To/ War. Deed.....)
M. Y. Stone.....)

Filed for Record Mar. 3-1905.

Recorded March 4th-1905.

In consideration of (\$1800,00) Eighteen Hundred Dollars, cash paid us by (Mrs.) M. Y. Stone, the receipt of which is hereby acknowledged, We convey and warrant to said M. Y. Stone, the house and lot situated in the City of Canton, Mississippi, described as:-

S 1/2 of Lot 19 on East side of Liberty Street, and being North from the Public Square, (And between Center and North Streets) according to George and Dunlap's present map of the City of Canton - Said property here conveyed being same on which we now reside as a home- stead and same being conveyed J. Haden Tucker, one of the grantors herein -by M. S. Hill and wife, Almer Hill, by their deed dated 17th-December 1904, and of record in said County in Record Book of deeds No. "NNN"- on page "594"- special reference being here made there to as part of this deed.

Witness our signature, this March 3rd, 1905.

J. Hayden Tucker.
Maud Tucker.

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

Personally appeared before me, F. C. McAllister, Clerk of the Chan- cery Court, said County, the within named J. Haden Tucker and Maud Tucker, husband and wife, who acknowledged that they signed and delivered the above instrument on the day and year therein written.

Given under my hand and seal of office in said County this 3rd day of March A. D. 1905.

F. C. McAllister- Chancery Clerk.
By W.O. Baldwin- D. C.

Handwritten notes:
The notes of 210 & 195 are paid in full.
with interest - full
Date 2/10/05

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

Filed for Record March 4-1905 at 12 M.
Recorded March 4-1905.

-me For and in consideration of the sum of \$160.00, cash in hand paid by Louis Jordan, the receipt of which is hereby acknowledged, I, Lucile S. Melton, do hereby convey and forever warrant unto the said Louis Jordan the following described property- to-wit:-

The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of Lot 3, and more particularly described as the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of of the NW $\frac{1}{4}$Sec. 6. T. 7. R. 3 East--all in Madison County, State of Mississippi.

Intending by this deed to convey the N $\frac{1}{2}$ of that part of Lot 3 that was conveyed to me by Emma L. Davis, by deed dated Sept. 24th, 1902, and of record in Book No. "III" of the records of Madison County, Mississippi, on page "356" - To have and to hold unto him, the said Jordan, his heirs and assigns forever; and I warrant the title against all persons lawfully claiming, except from taxes due on and after the First day of January 1905.

In witness whereof I have hereunto set my hand and affixed my seal this the 25th day of February A. D. 1905.

Lucile S. Melton- Seal-

State of Mississippi...)

:-SS

Madison County.....)

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 25th day of February A. D. 1905.

W. J. Smith- J.P.
-Justice of the Peace-

Ida Annetta Thomas.....)

Filed for Record Mar. 6-1905 at 10 A.M.

To/ Deed..... :-

Recorded March 6-1905.

J. B. Yellowly.....)

This Indenture Witnesseth:-

That the Grantor, Ida Annetta Thomas of New York City, State of New York for and in consideration of Three Hundred Dollars, in hand paid, conveys and warrants to J. B. Yellowly of Ridgeland, Mississippi, the following described Real Estate to-wit:-

Lot Five (5)- Block Thirty-four (34) as laid down on plat now on file in the office of the Chancery Clerk of Madison County, Mississippi, situated in the Highland Colony in the County of Madison and the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State, Dated this 17th day of February 1905.

Ida Annetta Thomas.

Acknowledged before me this 17th February 1905.

James W. Doncaster-
-Notary Public-

My Commission expires January 16-1909.

F. W. Johns et al. To/ Trust Deed. A. M. Nelson Trustee. Use Wirt Adams.

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

Recorded March 11-1905.

Vertical handwritten notes on the left margin: "Notes filed this... of Adams..."

Printed text on the left side of the document: "This his wife evidence eight p said IN (\$10.00 said Tr lows, t East, e (1/2) o less. Thi turity, part, s shall t at the after g cription erty to make va costs of debtedn With State of County Notary Anna-Joh ment on Give S. T. McK To/ Tax W. J. La State of County of"

Notary information: "Wirt Adams, Vice Pres. A. M. Nelson, Cashier. M. P. Craft, Asst Cashier."

Jackson Bank

Capital \$100,000. Surplus \$25,000. Jackson, Miss Aug 13 1906

To the Chancery Court of Madison County Miss.

You are hereby authorized and requested to mark satisfied & cancel on the record of Trust records in your office the following described deed of trust & wit - deed of trust to receive note of \$2000.00 dated August 14th 1901 and deed of trust to receive note of \$7000.00 dated March 8th 1905. Said Trust deeds given us by J. W. Johns & his wife.

Canton - Miss

and Georgianna Johns, and Dollars (\$1000.00) rest at the rate of 6%. Now, to secure on of ten dollars convey and warrant to pi- described as fol-

seven (7) - Range one (1) acres, in East half (245) acres, more or

less and interest at ma- in the whole or in beneficiary or his assigns t as may be necessary the highest bidder, f sale, with des- description of the prop- Madison County, and e he shall first pay ons, then pay said in- ch 1905.

me, C. B. Atkinson ed W. Johns and Georgi- ed the foregoing instru-

March 11-1905 at 11 A.M.

11-1905.

Do it known that I, S. T. McKee, The Tax Collector of the said County of Madiso, did, on the 2nd day of March, A.D. 1903, according to law, sell the following land, situated in said County and assessed to Annie Clark to wit:- Vacant lot south side Lee S.A. and west of Peter Garretts in Canton for the taxes assessed thereon for the year 1905, when W. J. Latham became the best bidder therefor and the purchaser thereof, at and for the sum of Two Dollars and Sixty-sixcents. I therefore sell and convey the said lands to the said W. J. Latham. Given under my hand, the 2nd day of March A.D. 1903. S. T. McKee- Tax Collector.

State of Mississippi. County of Madison.

Personally appeared before me, C. S. Priestley, Clerk of the Chancery Court of the County of Madison, the within named S. T. McKee, Tax Collector, of said County, who acknowledged that he signed and delivered the foregoing instrument on the day and par therein mentioned.

Given under my hand and official seal, at my office, in the City of Can ton, Mississippi, this the 6th day of March A. D. 1905

C. S. Priestley- Clerk. W. O. Baldwin- D. C.

Revised by J. H. Elkins
Ad. 438 19
Filed Jan 19 1909
Madison County
Private

Jno. R. Elkins and
Rosa M. Elkins.....
To/ Deed to Indemnify and
Save Harmless.....
To/ H. B. Greaves- Trus.)
To Indemnify
E. Hesdorffer.....
State of Mississippi...)
Madison County.....)

Filed for Record March 6-1905 at 2 P.M.

Recorded March 13-1905

Deed to Indemnify and Save Harmless.

In Consideration That Eugene Hesdorffer has become surety on my notes to the FIRST NATIONAL BANK OF CANTON, for the sum of Twenty Seven Hundred Dollars, due and payable to said Bank on the 18th day of Dec. of years 1905, 1906, 1907, 1908, 1909, 1910 bearing interest at the rate of 8 % per annum from maturity of each note and also on 6 interest notes, representing the interest to become due on said principal before the maturity of said principal notes and also in consideration of One Dollar in hand paid me by H. B. Greaves-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:-

- W 1/2 lot 6 and lots 7 and 9 inSec. 1.
 - And Lot 5Sec. 2.
 - And E 1/2 NE 1/4Sec. 11-and
 - W 1/2 and 15 acres off of W. side SE 1/4Sec. 12.
 - And 16 acres off North end W 1/2 NW 1/4 and 5 acres off of North end E 1/2 NW 1/4 and 17 acres off of North end E 1/2 ofSec. 13.
- All in T. 9. R. 1. West.

Also all rents issues and profits arising to me out of said lands for year 1905 or till the first of the above notes are paid.

It is understood that said above notes are so drawn that said Elkins may pay all said notes to the said Bank at any time by paying all principal due and interest to 18th Dec., next following date of such payment, where payment is not made on 18th of Dec. of any of above years.

But on the following conditions:- 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 the 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 (2) Two 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 expense of executing this trust, and applying 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 on such indebtedness, he shall pay and indemnify him said 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 writtendirection of my said surety, his representative 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 the property, and the sale thereof, and if any money remains over, he shall pay the same to said Jno. R. Elkins.

It is further understood and agreed 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 representative 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, clother 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 renewal, merger or extension shall operate as 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 secure the payment and to cover any extention, merger or renewal of the same as fully as if said extension renewal or merger was mentioned and described herein.

In testimony - Witness my signature this the 1st day of March A. D. 1905.

Jno. R. Elkins.
Rosa M. Elkins.

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

Personally appeared before me, R. L. Elkins, an acting Justice of the Peace of the said County, the within named John R. Elkins and Rosa M. Elkins, husband and wife, who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of March, 1905.

R. L. Elkins-
-Justice of the Peace.-

Handwritten notes on the right margin, including a signature and various dates and references.

William Semmes.....)

Filed for Record March 8-1905 at 10 A.M.

To/ Deed.....:-
W. J. Law.....)

Recorded March 13-1905.

State of Mississippi..)

:-SS

Madison County.....)

For and in consideration of the sum of \$45.00 cash in hand paid to William Semmes, (the receipt of which is hereby acknowledged) we all hereby convey and warrant to W. J. Law the full interest of the above named William Semmes in the lot below described.

Said lot being known as the Catherine Semmes lot in the City of Canton- Beginning at the NE-Corner of the James Priestley lot on the south side of Semmes Street -thence due South to the section line between sections 19 and 30 of T. 9. R. 3 East- thence east on said Section line to the SW corner of lot marked George and Jess Brown on the map of said City made by Dunlap and George, thence due north to the NW Corner of lot marked Surrey Jones on said map, thence east to the SW Corner of the Jewish Cemetery thence north to the south line of the City cemetery - thence due west to the SW Corner of lot marked Mollie Dudley on said map, thence north to Semmes street, thence west to the place of beginning- being partly in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and partley in SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 19. T. 9. R. 3 East-

William Semmes-

Witness:-

S. P. Martin.

Witness our hands and signatures, this -----1904.

Isaac R. Nathans- J.P. Oct. 5. 1904.

Personally appeared before me, William Semmes. duly sworn, who personally acknowledged that he signed this deed.

Witness my hand and signature, this Nov. 30th, 1904.

Witness:-

Isaac R. Nathans.

Isaac R. Nathans.

J.P. C.C. Ga. (SEAL)

A. J. and E. L. McKay..)
et al.....)

Filed for Record March 16-1905. at 11 A.M.

To/ Deed.....:-

Recorded March 13-1905.

Effie J. McKay)

State of Mississippi...)

:-SS

Madison County.....)

In-consideration of-(\$140.00) One Hundred and forty Dollars- We, E. L. McKay, M. F. Horn, A. J. McKay, Lula A. Gober and J. C. Murphey, Guardian for Curtis and Pat Murphey, the heirs of Lila T. Murphey, deceased, convey and warrant to Effie T. McKay the following described land, to wit:-
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 33. T. 11. R. 5 East-

Witness our signatures this October.

AJ. McKay.
E. L. McKay
M. F. Horn.
Lula A. Gober.
J. C. Murphey.

State of Mississippi...)-Ss

Leake County.....)

Personally appeared before the undersigned Member of the Board of Supervisors in said County and Stated E. L. McKay, A. J. McKay, M. F. Horn, Lula A. Gober, and J. C. Murphey-guardian for Curtis and Pat Murphey, the heirs of Lila T. Murphey, deceased who acknowledged that they signed and delivered the within land deed on the day and year therein mentioned.

As their act and deed given under my hand this 16th day of Oct., 1901.

J. S. McCauley- M. B. S.

J. M. Maxwell and)
J. H. Drake.....)
To/ Deed.....)
City of Canton.....)

Filed for Record March 9 1905 at 3:30 PM

Recorded March 13 1905.

For a valuable consideration paid us, not necessary here to state, we convey and quit claim to the City of Canton, the Board of Mayor and Alderman thereof, and their successors in office forever the following described strip of land lying in the City of Canton, County of Madison, State of Mississippi, described as:-

Beginning at the NW Corner of NE 1/4 NW 1/4 Sec. 30. T. 9. R. 3 East on the section line dividing Sections 19 and 30, and run south 30 feet, thence west parallel with and 30 feet south from said Section line along the entire northern boundary line of our properties till said line intersects the East line of Dillingham's property, then north with said Dillingham property 30 feet to said first mentioned section line. We intend by this conveyance to convey a strip 30 feet wide off of the northern boundary of our two tracts of land. With the distinct understanding - which is the consideration for this conveyance, that said strip is to be used by said City as a street, and to be kept in proper repair by them, that whenever said strip is abandoned by said City as a street the title to same shall revert in the grantors herein, or their heirs or assigns, that is to say the strip off the North end of said Drake's property shall revert in him, and the strip off of said Maxwell's said property shall revert in him.

Witness our signatures, this the 9th day of March A. D. 1905.

J. M. Maxwell.
J. H. Drake.

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

Personally appeared before me, F. C. McAllister Chancery Clerk of said County - the within named, J. M. Maxwell and J. H. Drake, who acknowledged that they signed and delivered the above instrument on the day and year therein written Given under my hand and seal this the 9th day of March 1905.

F. C. McAllister Clerk.

By M. Allen, D. C. (SEAL)

Lena Mayson Craig.....)
Charles H. Mayson.....)
Mrs. M. E. Latham.....)
Kate Yeargain.....)
To/ Deed.....)
W. H. Coulter.....)

Filed for Record March 11 1905 at 12 M.

Recorded March 13 1905.

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

Eliza Mayson having been the owner at her death of the lands hereafter described, and by Will dated Dec. 3rd, 1897 recorded in Will Book No. "2" Page "183", having willed the realty in Canton to W. H. Coulter and Lena Mayson Craig, and the land in the country outside the City, to W. H. Coulter, Charles H. Mayson, Mrs. M. E. Latham, Mrs. Kate Yeargain, and Lena Mayson Craig equally, and the above five named persons being the sole legatees under said will, and Charles H. Mayson, Mrs. M. E. Latham, Mrs. Kate Yeargain and Miss Lena M. Craig, all adults being desirous of selling to W. H. Coulter their interests in the land named, and there being at this time \$622.19 indebtedness on said lands being for borrowed money with interest and taxes due, and estimating that there are 339 acres of said land at \$5.00 per acre and the lot at \$50.00 the whole is now worth with rents for this year \$133.00, the full amount of 1878.00 less the debts above mentioned, and now in consideration of the sum of \$351.16 paid in cash to each of us Charles B. Mayson, Mrs. M. E. Latham, Mrs. Kate Yeargain, and Miss Lena M. Craig, by W. H. Coulter and the assumption on his part to pay the indebtedness named above, we hereby convey and warrant to him the following lands in said County and state to wit:-

E 1/2 SE 1/4 Sec. 6. T. 9. R. 4 East.
S 1/2 NW 1/4 less 1 acre out of SW Cor. Sec. 19. T. 10. R. 3 East.
And an undivided 1/2 interest SE 1/4 and SE 1/4 SW 1/4 NW 1/4 SW 1/4 Sec. 11. T. 8. R. 3 East.
Also undivided 1/2 interest in NE 1/4 SE 1/4 Sec. 13. T. 8. R. 3 East.
and NE 1/4 SW 1/4 Sec. 14. T. 9. R. 3 East.
And a lot 50 X 60 feet off of the west end of a lot bought by E. W. Mabry of Mrs. Kate Barlow being in SW 1/4 NE 1/4 Sec. 19. T. 9. R. 3 East in the City of Canton.

Witness our signatures, this the 22nd day of November 1904.

Lena Mayson Craig.
Chas. H. Mayson.
Mrs. M. E. Latham.
Kate Yeargain.

(See Next Page for Acknowledgments)

Myrtle C. Linn.....)
C. D. Linn.....)
To/ War. Deed.....:-
Harrison Lockett.....)

Filed for Record March 4.1905 at 2.30 PM

Recorded March 13-1905.

In consideration of Five Hundred Dollars, cash in hand paid us by Harrison Lockett, the receipt of which is hereby acknowledged, We, Myrtle C. Linn and C. D. Linn, wife and husband, do hereby convey and warrant unto Harrison Lockett forever the following described lands, lying and situated in the County of Madison, State of Mississippi, to-wit:-

- NW 1/4 SW 1/4 Sec. 15. T. 10. R. 5 East.
- NE 1/4 SW 1/4 Sec. 15. T. 10. R. 5 East.
- NW 1/4 SE 1/4 less 10 acres off East side..... Sec. 15. T. 10. R. 5 East.

Witness our hands and seals this the 13th day of February A. D. 1905.

Myrtle C. Linn (SEAL)
C. D. Linn. (SEAL)

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

Personally appeared before me, Pat Lockett, A Justice of the Peace in Dist., No. 4, in and for said County and State, the within named Myrtle C. Linn and C. D. Linn, wife and husband, who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my signature, this the 17th day of February A. D. 1905.

P. H. Lockett
-Justice of the Peace-

R. H. Horton.....)
Nancy Horton.....)
To/ Wad. Deed.....:-
F. A. Varnell.....)

Filed for Record March 4-1905 at 12.40 PM

Recorded March 13-1905.

In consideration of Two Thousand Dollars, cash in hand paid us by F. A. Varnell, the receipt of which is hereby acknowledged, we, R. H. Horton and Nancy Horton, Husband and wife do hereby convey and warrant unto F. A. Varnell forever the following described property, being, lying and situated in the County of Madison, State of Mississippi, to-wit:-

- SW 1/4 SE 1/4 Sec. 32. T. 9. R. 1. W. containing 42.48 1/2 acres.
- S 1/2 SW 1/4 Sec. 32. T. 9. R. 1. W. containing 84.97 acres.

Also 31.86 1/2 acres off of S. end of 60 acres off of East side of E 1/2 SE 1/4

..... Sec. 31. T. 9. R. 1. W.

Witness our hands and seals, this the 27th day of February A. D. 1905.

R. H. Horton His X Mark. (SEAL)
Nancy Horton Her X Mark. (SEAL)

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

Personally appeared before me, John L. Robinson, Mayor and Ex-officio J.P. of the town of Flora, in and for said County and State, the within named, R. H. Horton and Nancy Horton, Husband and wife, 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, this the 28th day of February A.D. 1905.

John L. Robinson.
-Mayor and Ex. Officio J.P. of Flora-

Jas. B. Fields et ux.....) Filed for Record March 6-1905 at 8 A.M.
To/ War. Deed.....) Recorded March 14-1905.
The United States Casket Company)
of Gulfport, Miss.,)

THIS INDENTURE WITNESSETH:- That the Grantors, Jas. B. Field and Lizzie A. Field, his wife, of the County of Cook and the City of Chicago, and State of Illinois for and in consideration of the sum of Three Hundred (\$300.00) Dollars, in-hand-paid, convey and warrant to The United States Casket Company, A Corporation of the City of Gulfport County of Harrison and State of Mississippi, the following described Real Estate, to-wit:-

Lot Five (5) in Block Twenty-nine (29)- as now laid down on Plat filed and recorded in the office of the Chancery Clerk at Canton, Mississippi situated in the Highland Colony in the County of Madison in the State of Mississippi hereby releasing and waiving all rightd under and by virtue of the Homestead Exemption Laws of this State.
Dated, This first day of March A. D. 1905.

Joseph B. Field. (SEAL)
Lizzie A. Field (SEAL)

State of Illinois.....)
:-SS
County of Cook.....)

I, Frank Daniel Blish, A Notary Public in and for said County in the State aforesaid, do hereby certify that Jas. B. Field and Lizzie A. Field, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this second day of March A. D. 1905.
Frank-Daniel Blish.-
-Notary Public-
(SEAL)

E. W. Melvin.....) Filed for Record March 6-1905 at 11 A.M.
To/ War. Deed.....) Recorded March 15-1905.
Calvin Harper.....)

This Indenture, Made on the 2nd day of March A. D. One Thousand NINE Hundred and Five, by and between E. W. Melvin of Madison Countt, State of Mississippi, party of the first part, and Calvin Harper of the County of Madison, in the State of Mississippi, party of the second part.

Witnesseth:- That the said party of the first part, in consideration of the sum of Five Hundred Dollars, to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, and sell, convey and specially warrant unto the said party of the second part, his heirs and assigns, the following described lots, tracts or parcels of lands lying, being, and situated in the County of Madison and State of Mississippi, known and described as follows:-

NE 1/4 and NE 1/4 OF NW 1/4 LESS 1/2 ACRE OUT of NW corner and 9 acres out of North end SE 1/4 of NW 1/4Section 16, Town-ship 11, Range 5 East.

To have and to hold the premises aforesaid, with all and sigular the rightd, the title, privileges, appurtences, and immunities thereto belonging, or in anywise 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 said party of the first part, for his heirs, executors, and administrators, do hereby covenant and agree with the said party of the second part, his heirs and assigns, that the said party of the first part, will specially Warrant and Defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns, forever.

All erasures and interlineations made before signing.
In witness whereof, the said party of the first part, hath hereunto set his hand and seal, the day and year first above written.

E. W. Melvin- (SEAL)

Signed, sealed and delivered in the Presence of:-
J. H. Melvin.
J. A. Rimmer.

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

PERS. NALLY APPEARED before me, A Member of the Board of Supervisors in and for said County, the within named E. W. Melvin, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand, this the 4th day of March A. D. 1905.

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

Effie T. McKay.....) Filed for Record March 6-1905 at 11 A. M.
To/ War. Deed.....)
G. R. Boutwell.....) Recorded March 15-1905.

This Indenture, Made on the 17th day of February A. D. One Thousand NiNeteen Hundred and five, by and between Effie T. McKay of Madison County, Mississ-
ippi, party of the first part, and G. R. Boutwell of the County of Madison, in the
State of Mississippi, party of the second part, -

Witnesseth:- That the said party of the first part, in consideration of the sum
of Two Hundred Dollars, to her paid by the said party of the second part, the re-
ceipt of which is hereby acknowledged, does by these presents grant, bargain, and
sell, convey and confirm unto the said party of the second part, his heirs and as-
signs the following described lots, tracts or parcels of lands lying, being and situat-
ed in the County of Madison, and State of Mississippi, known and described as fol-
lows:-

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 33. T. 11. R. 5 East.

To have and to hold the premises aforesaid, with all and singular the rights,
the title, priveleges, appurtenances and immunities thereto belonging, or in anywise
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 said party of the first part, for h
his heirs, executors nd administrators, does hereby covenant and agree with the said
party of the second part, his heirs and assigns, that the said party 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 party of the first part, has hereunto set her
hand and seal the day and year first above written,

Effie T. McKay. (SEAL)

STAT of Mississippi....)

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

Personally appeared before me, A Justice of the Peace in
and for said County, the within named Effie T. McKay, who acknowledged that she
signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this theday of February A.D. 1905.

H. Greenwaldt, J.P.

T. W. Holland.....)

Filed for Record March 15-1905 at 10 A.M.

to/ Deed.....)
City of Canton....)

Recorded March 15-1905.

In Consideration of (\$50.00) Fifty Dollars- cash in hand paid
us by the City of Canton, the receipt of which I hereby acknowledge, --- Convey
and Warrant to the City of Canton a strip of land (30) thirty feet wide off of the
north end of lot No. 59 on East side of Liberty Street in the City of Canton, Madi-
son County, Mississippi, according to George and Dunlap's present map of the said
City of Canton, and particularly described as beginning on the East margin of Liber-
ty Street, in said City, on the Section line dividing Sections 19 and 20 T. 9. R. 3
East, and run east along the said section line 400 feet, then south 30 feet, then
west parallell with said section line between sections 19 and 20. T. 9. R. 3 East-
and thirty feet south from saem 400 feet, or to the line of Liberty Street, being
the East margin of my property, then north, along east margin of liberty Street 30
feet to said Section line, on east margin of Liberty Street to point of beginning.

Witness my hand, this the 15th day of March 1905.

T. W. Holland.

State of Mississippi....)

:-SS
Madison County.....)

Personally appeared before me, R. S. Powell, A Notary Pub-
lic, of said City, the within named T. W. Holland, who acknowledged that he signed
and delivered the above instrument on the day and year therein written.

Given under my hand and seal, in said City of Canton, this the 15th day of March
A. D. 1905.

R. S. Powell (SEAL)

-Notary Public-

Mrs. Lee Hennie McGehee.....) Filed for Record March 14-1905 at 4 P.M.
To/ War. Deed.....:-
Highland Colony Company.....) Recorded March 15-1905.....

This Indenture Witnesseth:- That the Grantor Mrs. Lee Hennie McGehee of Ridgeland in the County of Madison and State of Mississippi for and in consideration of the sum of Fifty (\$50.00) Dollars, in hand paid, Conveys and Warrants to Highland Colony Company, A Corporation of the Villiage of Ridgeland, County of Madison, and State of Mississippi, th following described Real Estate, to-wit:-
That certain parcel or tract of land formerly used as Church and School property which has by virtue of the deeded consideration vested to me described as being in The East half of the south-east quarter..... Section 32, Town-ship 7, Range 2 East, bounded by the Canton and Jackson dirt road on the east, and by the Highland Colony lands on the south, west and north said land described in deed dated October 8th, 1877- Recorded In Book "MM"- on Page "79" and "80" in Chancery Clerk's Office at Canton, Miss., Containing one and one-half acres, more or less. Situated in the ----- of ----- 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 13th day of March A. D. 1905.

Mrs. Lee Hennie McGehee. (SEAL)

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

I, P.L. Porter, Mayor of Ridgeland and Ex Officio J.P. in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Mrs. Lee Hennie McGehee 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 official seal, this the 13th day of March A. D. 1905.
P. L. Porter.
Mayor and Ex-Officio A J.P.-

(SEAL)

M. N. Arnold.....) Filed for Record March 16-1905 at 11.45 A.M.
To/ War. Deed.....:-
Eugene Hesdorffer....) Recorded March 16-1905.
Albert Hesdorffer....)
C. F. Ray.....)
F. H. Ray.....)

In consideration of Thirty-four Hundred and Eighty Dollars, cash in hand paid me by Eugene Hesdorffer and Albert Hesdorffer and C. F. Ray and F. H. Ray, the receipt of which is hereby acknowledged, I, M. N. Arnold, do hereby convey and warrant unto Eugene Hesdorffer and Albert Hesdorffer and C. F. Ray and F. H. Ray forever the following described property lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

N $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ Sec. 6. T. 8. R. 3 East.
Also five head of mules and one wagon and all farming utensils and implements now on the place above described and known as the "Sparr Place".
Witness my hand and seal, this the 16th day of March A. D. 1905.

M. N. Arnold. (SEAL)

State of Mississippi.)
:-SS
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 M: N. Arnold, 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 this the 16th day of March A.D. 1905.
Harry T. Huber.

-Notary Public.
(SEAL)

-My Commission expires 1/28/08.

P. M. Pace et ux) Filed for Record March 16-1905 at 3.10 P.M.
 Tecoah Pace.....)
 To/ War. Deed.....) Recorded March 17-1905.
 Callie R. Baldwin and)
 Children.....)

In consideration of the conveyance to me of:-
 E 1/2 NE 1/4 Sec. 16 and
 SE 1/4 Sec. 22, and
 W 1/2 SW 1/4 Sec. 23, and
 NE 1/4 Sec. 27. T. 10. R. 4 East
 by O. H. and Callie R. Baldwin, by deed even date herewith, this conveyance being a part of the consideration for the conveyance to P. M. Pace, of said above described lands, as shown in said deed ----- We convey and warrant to Callie R. Baldwin the land lying in Madison County, State of Mississippi, in Sharon, now occupied by us as a homestead, containing (4) four acres, more or less, and which was conveyed by C. Adams, J.M. Pace and J. F. Divine to Paul M. Pace by a deed dated 7th March A. D. 1901, and filed for record in said County, 9th May A. D. 1904 and recorded in record Book of Deeds said County No. "NNN", on Page No. "509", reference being here made thereto and which said land is described as bounded on the north by the lands of C. Adams, and on the west by Madsonville and Stump Bridge Public Road -and the store lot now occupied by Adams, Divine & Co., and on the East by Mrs. G. W. Walker's present residence lot, and on the south by the Sharon and Kosciusko (or Canton) Public Road, said lot being generally known as the M.P. Galmer lot. This conveyance is to said Callie R. Baldwin at the instance of said O. H. Baldwin, and for the above consideration- for and during her life-time, and after her death to vest in her children by him, said O. H. Baldwin begotten- That is to say said C. R. Baldwin shall have a life estate in said land remainder to his said O. H. Baldwin's children by her begotton.
 Possession of saidland to be given July 1st 1905, and taxes for year 1905 to be paid by P.M. Pace.

Witness our signature this the 14th day of March A. D. 1905.
 P. M. Pace.
 Tecoah D. Pace.

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

Personally appeared before me, W. H. Bole, A Member of the Board of Supervisors, of said County, Dist., No. 4., the within named P.M. Pace and Tecoah D. Pace, Husband and wife, who acknowledged that they signed and delivered the above instrument on the day and year therein written.

Given under my hand at Dist., No. 4., said County, this the 15th day of March A. D. 1905.

W. H. Bole.
 Member Board of Supervisors.
 Madison County, Miss.,

O. H. Baldwin et ux.....) Filed for Record March 16-1905 at 3.10 PM
 To/ War. Deed.....)
 P. M. Pace.....)

In consideration of (\$6000.00) Six Thousand Dollars, which said consideration is paid in full, the receipt of which is hereby acknowledged, said consideration being paid as follows, a conveyance to Callie R. Baldwin by said P.M. Pace -at the direction of O. H. Baldwin of a lot and residence situated in Sharon, Madison County, Miss., as will fully appear by reference to the deed herewith filed for record, and the further payment in cash to us at the delivery of this deed of (\$5000.00) Five Thousand Dollars cash which with the conveyance of said house and lot constitutes the entire consideration for this deed, ---we-----O. H. Baldwin and Callie R. Baldwin convey and warrant to said P.M. Pace the land lying, being and situated in Madison County, State of Mississippi, described as follows:-

E 1/2 NE 1/4 Sec. 16 and
 SE 1/4 Sec. 22 and
 W 1/2 SW 1/4 Sec. 23 and
 NE 1/4 Sec. 27. all in T. 10. R. 4 E 1/2

and containing 480 acres, more or less, and being our home-stead. Possession to be given July 1st, 1905, - It is understood that the rents for year 1905 shall belong to P.M. Pace and taxes for said year are to be paid by O.H. Baldwin.

Witness our signatures this the 14th day of March A.D. 1905.
 O. H. Baldwin
 Callie R. Baldwin.

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

Personally appeared before me, P. H. Lockett, an acting Justice of the Peace, the within named O. H. Baldwin and Callie R. Baldwin, husband and wife, who acknowledged that they signed and delivered the above instrument on the day and year therein written.

Given under my hand in Dist., No. 4 said County this the 15th day of March A. D. 1905.

P. H. Lockett-
 -A Justice of the Peace-

John Pitts.....) Filed for Record March 16-1905 at 11.20 A.M.
To/ War. Deed.....:-
John E. Perkins.....) Recorded-MARCH-17-1905.

In consideration of Four Hundred and Fifty Dollars, cash in hand paid me by John E. Perkins, the receipt of which is hereby acknowledged, I, John Pitts, Widower, do hereby convey and warrant unto John E. Perkins, forever the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

SE 1 SW 1 Sec. 3. T. 7. R. 1. East.
Witness my hand and seal, this the 16th day of March A.D. 1905.
John Pitts His X Mark (SEAL)

Witness:-
John E. Perkins.

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

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 John Pitts, Widower, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mention d as his own act and deed. :-
Given under my hand and official seal this the 16th day of March A. D. 1905.
Harry t. Huber
-Notary Public-

J. M. Foster et ux.....) Filed for Record March 17-1905 at 8 A.M.
To/ D*T.....) Recorded March 17-1905.
W. W. Ford Trustee.....)
E. W. Burton.....)
J. M. Foster and Ida Foster to E. W. Burton

Witnesseth:- That, whereas, J. M. Foster and his wife, Ida Foster parties of the first part, are indebted to E. W. Burton in the sum of Fifty-five Dollars, on promissory note of even date herewith and due on November 1st 1905,

And whereas, said parties of the first part; and whereas, said parties of the first part agreed to secure the payment of said sum, -and that the parties of the first part, in consideration of the premises, as well as for Ten Dollars, to them paid by W. w. Ford, Trustee do, hereby Bargain, Sell and Convey to said Trustee, the property being in Madison County, Mississippi, and described as follows:-

West 1/2 of West 1/2 of NW 1 and south-east 1/4 of south-west 1/4 of south-west 1/4 and North 1/2 of North-west 1/4 of south-west 1/4 all inSec. 22, T. 12.-
Range 4 East- Containing in all 70 acres, more or less.
One light colored mare mule named "Kate".
One 2 horse wagon.

All of the crops of Cotton, Corn and all other agricultural products raised or grown by said parties of the first part, or by any laborer, tenant, or other person working for them during the year 1905, on any land they may cultivate, or have cultivated during said year, in Madison County, - also any and all rents that may be due them for or during said year, said personal property being all of the kind they own and possess, and is now in their possession, the title to which unto said Trustee or any successor, they warrant and agree forever to defend. In Trust, however, that if said parties of the first part shall, on or before the first day of November 1905, pay what may be due said E. W. Burton, as aforesaid, and all costs incurred on account of this Deed, then this Deed shall be void; but if default 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 plaes 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 ther be any, shall be paid over to the grantor herein.

And said E. W. Burton or his assigns or legal representatives can at any time they may desire, -appoint a Trustee in place of said W. W. Ford or any succeeding Trustee, And should the Trustee at any time believe said property, or any part thereof, endangered as a security, for said payments, he shall take the same into possession and hold till said payments are made, or till said property is sold as aforesaid, even though the indebtedness may not be due, but until demanded by the Trustee for either of the purposes as 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 th said Grantee or Trustee may declare all of them due, and may proceed to collect the same by sale of the property as aforesaid.

J. M. Foster.
Ida Foster.

(See Next Page for Acknowledgment)

*Copy with Authority Attached
I herewith mark this copy as satisfied & cancelled
this 4th day of Oct - 1905 -
H. C. M. Allen Sec.*

AUTHORITY TO CANCEL

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 J. M. Foster and Ida Foster, husband and wife, severally acknowledged that they signed and delivered the foregoing Deed and Agreement, at the time therein named, as their act and deed. Given under my hand and official seal, this the 10th day of March 1905.

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

Filed for Record March 12-1905 at 8-A.M.

Recorded March 20-1905.

J. U. Madison and co/1 of the Vill of described R or less as shc Mississippi. -S of Mississippi, Homestead Exemption Dated, This 17th

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 J. U. Madison and co/1 on this 17th day of March 1905. This Deed of Trust is recorded on page 88 of Book No. 600.

THIS INDENTURE WITNESSETH:-- That the Grantor J. U. Madison, of the Villiage of Ridgeland in the County of Madison, and in consideration of the sum of Three Hundred Dollars, paid, conveys and warrants to Arthur O. Merrell of Lake, and State of Indiana, the following Highland Colony, consisting of ten (10) acres, more or less, as shown by plat thereof on file in the Chancery Clerk's Office, Canton, Mississippi, in the County of Madison, in the State of Mississippi, right under and by virtue of the Homestead Exemption Laws of the State.

J. U. McKay (SEAL)
L. McKay (SEAL)

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

I, P. L. Porter, Mayor of Ridgeland and Ex-officio J.P. in and for said County, in the State aforesaid, do hereby certify, That, J. U. McKay and wife, J unnie L. McKay, personally known to me to be the same persons whose named 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 voluntart 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 17th day of March A. D. 1905.
P. L. Porter.
-Mayor of Ridgeland & Ex Officio J.P. (SEAL).

J. D. Miner et ux.....)
To/ War. Deed.....)
Arthur O. MERRELL.....)

Filed for Record March 20-1905 at 8 A.M.
Recorded March 20-1905.

This Indenture Witnesseth:-- That the Grantor J.D. Miner and Eva L. Miner, of the Villiage of Ridgeland in the County of Madison and State of Mississippi, for and in consideration of the sum of Three Hundred Seventy-five and 00/100 (\$375.00) Dollars, in hand paid, convey and warrant to Arthur O. Merill of the Villiage of Merrivilee, County of Lake and State of Indiana, the following described Real Estate, to-wit: Lot four (4)-Block (18) Eighteen, Highland Colony, consisting of ten (10) acres, more or less, as shown by plat thereof on file in the Chancery Clerk's office at Canton, Mississippi.-- 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 the State. Dated, This 17th day of March A.D. 1905.

J. D. Miner. (SEAL)
Eva L. Miner (SEAL)

Stae of Mississippi.....)
County of Madison.....-SS
Villiage of Rigeland.....)

I, P. L. Porter, Mayor of Ridgeland, and Ex Officio J.P. in and for said County, in the State aforesaid, do hereby certify, That J. D. Minrer and Eva L. Miner, 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 act 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 17th day of March A.D. 1905.
P.L. Porter,
-Mayor & Ex Officio J.P.-

A. N. Parker.....) Filed for Record March 18-1905 at 12 M.
To/ Title Bond.....:-
Henry Powell.....) Recorded March 20-1905.

In consideration of (\$50.00) Fifty Dollars, cash paid, and the further consid-
eration of (\$750.00) Seven Hundred and Fifty Dollars, to be paid on December 15th 1905,
as follows:-

Cash December 15th, 1905 (\$100.00) One Hundred Dollars, and (\$650.00) Six
Hundred and fifty Dollars to be paid in five years as follows:-
(\$100.00) One Hundred Dollars of principal due January 1st 1907 and
(\$100.00) One Hundred Dollars of principal due January 1st 1908 and
(\$100.00) One Hundred Dollars of principal due January 1st 1909 and
(\$100.00) One Hundred Dollars of principal due January 1st 1910 and
(\$250.00) Two Hundred and Fifty Dollars of principal due Jan. 1st 1911-

All said notes to bear interest from their dates at rate of 10% per annum payable annually
on December 15th of each year. And for a failure to pay any of the notes, or any part of
interest all shall become due. All said notes to be secured by a Vendor's lien and also
by a deed of trust with power of sale in Trustee to be therein named if desired by said
A. N. Parker. When said above cash consideration of \$100.00 shall be paid and said notes
shall be properly executed together with proper Trust Deed as my Attorney may think proper,
I agree to execute and deliver to Henry Powell a Warranty Deed to the following described
lands lying in Madison County, State of Mississippi, viz:-

N 1/2 NE 1/4 NW 1/4Sec. 1. T. 7 R. 2 East and
SE 1/4 SW 1/4Sec. 36. T. 8. R. 2 East -60 acres,
more or less. It is distinctly understood if the \$100.00 cash is not paid on or before
Dec. 15th and proper notes and Deed of Trust executed by said date this contract shall be
void and said \$50.00 cash paid me this day forfeited at my option, time being of the es-
sence of this contract. -Said A. N. Parker to receive rents of land for year 1905 and pay
taxes thereon.

Witness my signature, this March 18th 1905.
A. N. Parker.

State of Mississippi..)
:-SS
Madison County.....)
Personally appeared before me, Wm. M. Yandell, Mayor and Ex Officio
J.P. of the City of Canton, of said County, A. N. Parker, who acknowledged that he signed
and delivered the above instrument on the day and year therein written.
Given under my hand and seal, this the 18th day of March 1905.
W. M. Yandell.
-Mayor & Ex Officio J.P.-

W. C. Milton-Trustee.....) Filed for Record March 6-1905 at 2 P.M.
Joe and Della Singleton....)
To/ Trustees Sale.....:- Recorded March 20-1905.
William Singleton.....)

WHEREAS, on the 18th day of April A. D. 1898, Joe Singleton and
Della Singleton executed to me, W. C. Milton, Trustee, a certain deed of trust which is re-
corded in Book "AD", Page "206" in the Chancery Clerk's office for Madison County, Mississ-
ippi; and whereas, the indebtedness secured thereby was on the 10th day of January A. D.
1900, past due and unpaid, and whereas, I have been requested by the proper authority to
execute and enforce said trust by a sale of the property hereinafter described; and where-
as, I did write or have printed a notice, that I, to execute and enforce said trust, would
on the 20th day of January A.D. 1902 between the hours of 11 A.M. and 4 P.M. O'clock
before the Store House door of E. W. Melvin, sell at public auction, to the highest bidder,
for cash, the property hereinafter described; and whereas, I did post said notice on the
10th day of January A. D. 1902, before the in Camden in Melvin's Mill and at Melvin's store
house, which are convenient places in said County; and whereas, on this the 20th day of Jan-
uary A. D. 1900, before said Store house of E. W. melvin at the hour of 2 o'clock -I did
offer the property hereinafter described, for sale at public out-cry to the highest bidder
for cash in the manner and form provided by law and said deed of trust and notice when Wm.
Singleton appeared and bid therefor the sum of One Hundred Thirty Dollars cash, which was
the highest bid for cash and said property was knocked off to Wm. Singleton and he is
declared to be the purchaser thereof, and whereas, said Wm. Singleton has paid to me in
cash the sum of One Hundred Thirty Dollars, the amount of said bid the receipt of which is
hereby acknowledged; and whereas, I have fully complied with the law, said deed of trust
and notice, both precedent and subsequent to said sale.

Now therefore in consideration of the premises and the payment to me of said pur-
chase money by the purchaser thereof, I, W. C. Milton, Trustee, as aforesaid, do hereby con-
vey and warrant unto the said Wm. Singleton all of the right, title, interest, claim and de-
mand of the said E. W. Melvin and Joe Singleton and Della Singleton of, in and to the follow-
ing described property, lying, being and situated in the County of Madison and State of
Mississippi-to-wit:-

Half interest in 51 acres off East side of E2 of W2Sec. 31. T. 11. R. 5 East-
Witness my hand, this the 20th day of January 1900.
W. C. Milton-
-Trustee-

(See Next Page for ACKnowledgment)

State of Mississippi....)

:--SS

MADISON county

Personally appeared before me, the undersigned, a Justice of the Peace, of the said County, the within named W. C. Milton, who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.

Given under my hand and seal, this the 3rd day of March A. D. 1900.

Samuel Milton-

-J.P.

Begin Thursday

Stephen & P. S. Simmons...)

Filed for Record March 18, 1905 at 3 P.M.

By W. G. Barrow-Trustee...)

To / Sr. Wat. Deed.....)

Recorded March 21, 1905.

L. K. Levy.....)

State of Mississippi....)

:--SS

Madison County.....)

Personally appeared before me, F. C. McAllister, Chancery Clerk of said County, H. B. Greaves, who makes oath that he posted the attached notice of sale at the south door of the Court-house in the City of Canton on the bulletin board there placed for the posting of such notices, at noon on Thursday the 16th day of MARCH A. D. 1905, and that same remained there till 11 O'CLOCK AND 45 MINUTES A. M. on Saturday the 18th day of March at the time of the sale of the property therein mentioned was offered for sale when affiant took said notice down and handed it to W. G. Barrow, and he preserved same and same is hereto attached, affiant also states he, on said March 16th, posted an exact duplicate of the notice posted at said South door of said Court house at the Post Office in said City of Canton on the bulletin board there placed, and upon which such notices are usually there posted and sale remained there posted till Saturday 18th day of March, when taken down just before sale and preserved and is hereto attached.

H. B. Greaves.

Sworn to and subscribed before me, this the 18th day of March A.D. 1905.

F. C. McAllister- Chancery Clerk.

By W. O. Baldwin- Dep. Clerk. (SEAL)

Trustee's Notice of Sale

Whereas, Stephen Simmons and his wife, R. S. Simmons, did on the 17th day of March 1904 execute to me, W. G. Barrow, as Trustee, one certain Trust Deed which said trust deed is duly recorded among the records of deeds of Madison County, State of Mississippi in Book No. "AF", on Page No. "479", special reference being here made thereto, and conveying to me in trust the following described real and personal property lying and being in Madison County, in the State of Mississippi, and being the:-

El SE 1/4 Sec. 35, T. 10, R. 2 East, and also

One black mare named "May", and her increase, a colt now in my hands.

And mouse colored horse mule named "Jack",

And one top buggy.

Four head of Cattle and calves, being the calves of said cattle, said increase being two head of calves.

To secure the indebtedness mentioned in said trust deed- And Whereas, default has been made in the payment of the said indebtedness secured by said above mentioned TRUST Deed, and I, the said Trustee mentioned in said trust deed have been requested by the owners and holders of said notes to execute said trust and sell said property to pay same, and whereas, I have all the said above described personal property now in my possession, -Now, therefore, notice is hereby given, that I will, on Saturday the 18th day of March 1905, between the hours of 10 O'clock A.M. and 2 O'clock P.M. of said day expose to sale, at public out-cry-auction, to the highest bidder for cash, before the south door of the Court-house in said City of Canton, in said County, all the above described real estate and personal property, or so much thereof as will be necessary to pay the said indebtedness secured by said above trust deed, and now remaining unpaid, and the cost and expenses incurred in executing this trust, and will convey the property to the purchaser, or purchasers at said sale which I can do by virtue of the authority vested in me as such trust deed above referred to,

Posted at the South Door of the Court-house in the City of Canton, Madison Co., Miss., this the 16th day of March A. D. 1905.

By H. B. Greaves.

W. G. Dorroh,

For said Trustee.

By H. B. Greaves- Atty.

(Continued on Next Page)

Gilbert Phillips.....) Filed for Record March 21-1905 at 8 A.M.

To/ Deed.....:-
E. F. Gaddis.....) Recorded March 21-1905.

State of Mississippi.)
m :-SS

Madison County.....)

In consideration of One Dollar, cash paid me, and the further consideration of the cancellation of a certain indebtedness due by me to E. F. Gaddis, I convey and quit-claim to the said E. F. Gaddis the following described lands; to-wit

The South Half (S $\frac{1}{2}$) Lot Five (5)Section Six (6) Town-ship 7 Range 3 East. The same, being SW $\frac{1}{2}$ of SW $\frac{1}{2}$ of saidSection Six (6) Town-ship 7, Range 3 East lying and being situated in the County of Madison and State of Mississippi.

This land is not our home-stead.

Witness my signature, this the 10th day of March A. D. 1905.

ATTEST; Gilbert Phillips. His X Mark.
E. B. Harrell.

State of Mississippi.....)

:-SS

County of Madison.....)

Personally appeared before me, F. C. McAllister, A Clerk of the Chancery Court, in and Madison County, State of Mississippi, the above named Gilbert Phillips, who acknowledged that he signed and delivered the above and foregoing deed for the purposes therein set forth, as their act and deed.

Given under my hand and seal, of office, this the 10th day of March 1905.

F. C. McAllister- Clerk.

By M. Allen- Dep. Clerk. (SEAL)

E. F. Gaddis.....) Filed for Record March 21-1905 at 8 A.M.

To/ Deed.....:-
J. W. Courtney.....) Recorded March 21-1905.

State of Mississippi)

:-Ss

County of Yazoo.....)

In consideration of One Hundred and Forty Dollars (140.00) cash paid me, and four promissory notes, due and payable as follows:-

One note for \$245.00 payable Feb. 15th 1906.

One note for \$227.50 payable Feb. 15th, 1907.

One note for \$210.00 payable Feb. 15th, 1908.

One note for \$192.50 payable Feb. 15th, 1909.

I convey and warrant specially to J. W. Courtney the following described lands, known as the lands formerly owned by Gilbert Phillips, Julia Hadley, and Thomas Johnson, and located in Madison County, Mississippi, and more particularly described as:

South half of Lot Six (6) and south-half of Lot Five (5).....Section Six (6) and Forty acres off of North end of Lot Three (3).....Section (7) Seven-

All inTown-ship 7 Range 3 East, being 120 acres, more or less.

I have owned and been in undisturbed possession of all of above lands for more than 10 years.

It is distinctly understood and agreed that the title to said lands shall remain vested in grantor hereof, until all the notes mentioned herein together with accrued interest shall have been paid in full. Failure to pay each note at maturity, matures all whether due, past due or not to become due, at the option of the owner. The notes stated and described herein bear interest at the rate of 10% per annum from their respective maturities, and are payable to the order of the grantor herein, at San Antonio, Texas.

Witness my signature, this the 4th day of March 1905.

E. F. Gaddis.

State of Mississippi.....)

:-SS

County of Yazoo.....)

Personally appeared before me, A Notary Public in and for Yazoo City, said County and State, E. F. Gaddis, of San Antonio, Texas, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned.

Witness my hand and Notarial seal, this the 4th day of March A. D. 1905.

H. M. Love-

-Notary Public- (SEAL)

Vertical handwritten notes on the left margin, including "Received", "1905", and "E. F. Gaddis".

Jacob E. Hall.....)
Edgar J. Hall.....)
To/ Assignment.....)
William Johnson.....)

Filed for Record March 23-1905 at 11- A.M.

Recorded March 23-1905.

FOR VALUE RECEIVED, We hereby assign, transfer and set over to William Johnston all of our right, title and interest in and to the within annexed deed of Trust, covering the following lands in the County of Madison, in the State of Mississippi, to-wit:

The North-east quarter (NE $\frac{1}{4}$) ofSection Eight (8)
And the West half of the Northwest quarter (NW $\frac{1}{2}$)Section Nine (9)- all in Township-Nine (9), Range Three (3) East- less a strip of land thirty (30) feet in width off of the west end thereof, the same covering and securing among other notes the one of \$500.00 due the 28th day of December, 1905, as collateral security for a loan from him of Five Hundred Dollars (\$500.00) as trustee. And the same is evidenced by principal note of \$500.00 and a coupon note for \$30.00 signed by Jacob E. and Edgar J. Hall, payable to themselves and by them indorsed and delivered and are due in one year with interest at six per-cent.

Jacob E. Hall.
Edgar J. Hall.

State of Indiana.....)
County of Porter.....)

Personally appeared before me, Sallie M. Settle, a Notary Public in and for said County and State aforesaid the above named Jacob E. Hall and Edgar J. Hall who acknowledged that they signed, sealed and delivered the foregoing and annexed assignment of Deed of Trust as their free act and deed.

In Witness Whereof, I have hereunto set my hand and notarial seal, this the 20th day of March 1905.

Sallie M. Settle.
-Notary Public-
(SEAL)

--My Commission Expires February 5, 1906.

F. P. McKay)
Eugenia McKay.....)
To/ War Deed.....)
W. F. Thomas.....)

Filed for Record March 23-1905 at 3.30 P.M.

Recorded March 24th-1905.

THIS INDENTURE, Made on the 16th day of January A. D. One Thousand and Nine Hundred and Five, by and between F. P. McKay and Eugenia McKay, husband and wife, of Madison County, State of Mississippi, parties of the first part, and W. F. Thomas of the County of Madison, 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 \$250.00- Two Hundred and Fifty Dollars, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by there presents grant, bargain and sell, convey and confir, unto the said party of the second part, his heirs and assigns, the following described lots, tracts or parcels of lands lying, being and situated in the County of Madison and State of Mississippi, known and described as follows:-
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 21. T. 11. R. 5 East.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, the 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 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 seals the day and year first above written.

F. P. McKay.
Eugenia McKay.

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

Personally appeared before me, A Justice of the Peace in and for said County, the within named F. P. McKay and Eugenia McKay, Husband and Wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of February A.D. 1905.

H. Greenwaldt-
-Justice of the Peace-

S. A. & L. F. Miller.....)
To/ Deed to Save Harmless)
Eugene Hesdorffer.....)
Albert Hesdorffer-Trustee)

Filed for Record March 23, 1905, at 1:35 P.M.

Recorded March 27, 1905.

State of Mississippi....)

:-SS

Madison County.....) -Deed to Indemnify and Save Harmless--

In Consideration that Eugene Hesdorffer has become surety on my note to the First National Bank of Canton, for the sum of One Thousand Eighty and no/100 (\$1080.00) Dollars -due and payable to said Bank on the 14th day of March 1906, bearing interest at the rate of 8% per annum from maturity and also in consideration of One Dollar in hand paid to me by Albert Hesdorffer, 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:-

Sixty-four and one-half feet (64½) off the East side of the west half of Lot No. 1, (One) in Square No. (37) Three, according to the original plans of the town of Canton. The same is more particularly described as:- Beginning at a stake One Hundred and Sixty-five, (165) feet from the east line of the building known as the Wohner corner, on the North side of Center Street, and running North One Hundred (100) feet -thence east Sixty-four and one-half (64½) feet, thence south One Hundred (100) feet, thence west along the north side of Center Street sixty-four and One half (64½) feet to the point of beginning.

It is expressly understood that property is to be insured loss, if any, payable to Eugene Hesdorffer.

But on the following conditions, 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 the 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 expense of executing this trust, and applying the balance to the payment of the legal payee or payees of said note, and if my said surety has made any lawful and proper payment on such indebtedness, he shall pay and indemnify Eugene Hesdorffer for the amount paid 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 expenses of the seizure, and care of the property -and the sale thereof, and if any money remains over he shall pay the same to said S. A. and L. F. Miller,

It is further understood and agreed 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, clother 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 renewal, merger 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 -Witness out signatures, this the 22nd day of March, A. D. 1905.

S. A. Miller- M. D.

Lucille F. Miller- M. D.

State of Mississippi....)

:-SS

Madison County.....)

Personally appeared before me, A. Purviance, A Justice of the Peace of the said County, the within named S. A. Miller and Lucille F. Miller, M. D. - Husband and wife, who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal, this the 22nd day of March 1905.

A. Purviance- J.P.

Eugene Hesdorffer

Estelle E. Butts and)
 William E. Butts.....)
 Fo/ War. Deed.....)
 James L. Bynum.....)

Filed for Record March 27-1905 at 8 A.M.

Recorded March 27-1905.

THIS INDENTURE WITNESSETH, That the Grantors, Estelle E. Butts and William E. Butts, her Husband, of the City of Chicago, in the County of Cook; and State of Illinois for and in consideration of the sum of One Dollar and other good and valuable consideration, in hand paid, conveys and warrants to James L. Bynum of the City of Chicago--County of Cook and State of Illinois the following described Real Estate, to-wit:-
 Lot seven (7)- Block Twenty-five (25)- Being part of the Tract known as Highland Colony as laid down on the plat thereon now on file in the office of the Chancery Clerk of said County and being described as follows:-
 The South-west Quarter (SW $\frac{1}{4}$) of the North-east Quarter (NE $\frac{1}{4}$) of the South-east quarter (SE $\frac{1}{4}$) ofSection Thirty (30)- Town-ship (7) North of Range Two (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 First day of March A. D. 1905

Estelle E. Butts. (SEAL)
 William E. Butts. (SEAL)

State of Illinois.....)
 :-SS
 County of Cook.....)

I, Harvey E. Wynekoop.- A Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, That Estelle E. Butts and William E. Butts 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 official seal, this the first day of March A. D. 1905.

Harvey E. Wynekoop.
 -Notary Public-
 (SEAL)

No. 3650.

Mary Loeb Heirs, By.....)
 H. T. Huber-Commissioner.....)
 To/ Commissioner's Deed.....)
 Jacob Loeb.....)

Filed for Record March 25-1905 at 11 A.M.

Recorded March 27-1905.

By virtue of the authority conferred on me, Harry T. Huber, Commissioner in Chancery, by the decree of the Chancery Court of Madison County, rendered on theday ofA. D., confirming a sale made on the 31st day of December A. D. 1904, in pursuance of a decree of said Court, rendered on the 21st day of November A. D. 1904, I, as Harry T. Huber, Commissioner, in consideration of One Thousand Dollars, convey to Jacob Loeb, the purchaser thereof, the following land, to-wit:-
 Beginning at a stake on the West side of Union Street at the intersection of Lee Street, and running thence North along the Western boundary of said Union Street 200 feet to the Lot of Alice Martz, and thence West 400 feet and thence S. 200 feet to Lee Street, and thence East along the N. Margin of Lee St., 400 feet, to said Union St., the place of beginning- Being Lots-12 and 13-on-W. side of Union Street, as laid down on the map of the City of Canton, prepared by J.P. George.
 Witness my signature, this the 31st day of December A. D. 1904.

Harry T. Huber-
 -Commissioner in Chancery-

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

Personally appeared before me, F. C. McAllister, A Chancery Clerk, of the County of Madison said State, the within named Harry T. Huber, Commissioner, who acknowledged that he signed and delivered the foregoing instrument as Commissioner aforesaid, on the day and year therein mentioned.
 Given under my hand and seal, this the 25th day of March 1905.

F. C. McAllister- Chan. Clk.
 By W. O. Baldwin- B. C.
 (SEAL)

Minor and Julia Flemming.) Filed for Record March 25-1905 at 8 A.M.

J. M. Tate- Trustee.....) Recorded March 27-1905;

To Secure.....) Simmons and Powers.Co...)

DEED OF TRUST

State of Mississippi...)

:-SS

Madison County.....)

Whereas, Minor and Julia Flemming, the parties of the first part, are indebted to Simmons, Powers & Co., in the sum of Three Hundred Dollars, on their promissory note of even date, due and payable on the 15th day of October 1905, and expects Simmons, Powers & Co., to furnish them goods, wares, merchandise, and money, which is to be due and payable on the 15th day of October 1905, Now, in order to secure the payment, of all such money and things furnished, or to be furnished, to the maturity of said account as aforesaid, as well as to secure payment of and all debts that may be furnished afterwards, and to the first day of March 1906, the said Minor and Julia Flemming, doth give, grant, bargain and sell to J. M. Tate, as Trustee, following described property in Madison County, Mississippi to-wit:-

W 1/2 NE 1/2 and 3 acres off NW Corner of W 1/2 of SE 1/4 ... Sec. 1. Town. 11, R. 4 E. and one 2-horse Milburn Wagon. One Molasses Mill, one Blackmore mule, about 10b yrs. old name "Nellie", One bay horse mule about 12 years old name "Bill". One gray pony horse about 11 yrs., old name "Jim". 2 milk cows and calves and all increase One Top Buggy and Harness, and all farming implements now in his possession and to be acquired during year 1905.

And all of the crops of corn, fodder - cotton and all other agricultural products raised by party of the first part and his employees, laborers, and thents, or share hands, and to which he is entitles as rent and supplies, or as share of the crops raised, on Fleming place in Madison County, Mississippi, or any other place during the year 1905. It is agreed that said Simmons, Powers & Co., may apply any money or other valuable things as they may desire, and the property herein conveyed is held as surety for any balance that may be due; and if this trust is to be enforced, it is agreed that said party of the first part will pay all Attorney's or Trustee's fees and other costs that may be incurred in enforcing the same; and this Deed of Trust is intended as a surety for all debts that may be incurred up to the first day of March after the maturity of the indebtedness of the aforesaid debts. If the said parties of the first part fail to pay aforesaid debts, at maturity, or any debts owing Simmons, Powers & Co., then the said Trustee may, at request of Simmons, Powers & Co., take charge of aforesaid property, and after advertising the same, for ten days, by written notice upon the Court house door of Madison County, or at a public place, at the option of said Trustee, shall sell a sufficiency of said property to pay said property to pay said debts and all costs of executing this trust, at public auction, for cash, at the time and place specified in such notice; and after paying said debts and costs shall pay the residue, to the party of the first part. Said Trustee may take possession of and sell said property at any time he may think it is endangered as a security for the debt secured hereby as provided for

And a Simmons, Powers, & Co., or their, assigns or legal representatives, may at any time they may desire, appoint another Trustee instead of J. M. Tate, who is authorized to execute this Deed of Trust. It is further distinctly understood and agreed between the parties aforesaid that the prices charged for goods, supplies, and merchandise sold, so far as the same has been agreed upon, by and between at the parties at the time of sale, shall be deemed and held as fair and reasonable; and if no such prices have been agreed upon, that the credit market price prevalant at the time of sale and delivery may be charged and collected under this Deed of Trust; and should the said Trustee take possession of the said crops of corn and cotton, or any part thereof, he may proceed to gather, or cause 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 case may be; and all expenses of picking, gathering, ginning, baling, and selling shall be a lien upon such corn and cotton, and to be paid out of the proceeds thereof.

Recorded, this the 1st March A. D. 1905.

Minor Flemming His X Mark. Julia Flemming Her X Mark.

State of Mississippi...)

:-SS

Holmes County.....)

Personally appeared before E. W. Pickens, Notary Public, in and for the County and State aforesaid, the within named Minor and Julia Flemmig - who severally acknowledged that they signed, sealed and delivered the foregoing Deed of Trust and Agreement - at the time therein named, as their act and deed.

Given under my hand and seal of office, this the 17th day of March A. D. 1905.

E. W. Pickens- Notary Public (SEAL)

Mary C. McKee
Ransom Stovall
March 1905

Mary C. McKee.....)
To/ Deed.....:-
Ransom Stovall.....)

Filed for Record March 25th, 1905 at 3 P.M.

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

For and in consideration of the sum of \$50.00 cash in hand paid to me by Ransom Stovall, and the further consideration of the execution and delivery by him to me of his promissory note for \$181.50 bearing 10% interest after maturity and due Nov., 15th 1905, I hereby convey and warrant to him the following land in said County and State, to-wit:-

10.68 acres off of the East side of the E 1/2 NW 1/4 NE 1/4; being North of the public road and inSec. 33. T. 10. R. 3 East- And I agree to pay the taxes for 1904, but grantee pays taxes hereafter and the vendor's lien is expressly retained to secure the payment of the note, and in default of payment of the note grantor without any court proceeding shall have the right to enter and take possession of said land and sell the same to pay off said note.

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

STATE of FLORIDA.....)
:-SS
Orange County.....)

This day personally appeared before me, the undersigned Chancery Court 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 and for the purposes therein set forth as her own act and deed.

Given under my hand and seal of office, this
B. M. Robinson- Clk. Chan. Court.
By M. A. Howard, D. C.
(SEAL)

J. H. and Mary E. Chrisman)
To/ Indemnify Deed.....)
Albert Hesdorffer, Trustee:-
To Secure.....)
Eugene Hesdorffer.....)

Filed for Record March 24-1905 at 10 A.M.
Recorded March 27-1905.

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

---Deed to Indemnify and Save Harmless---

In consideration, That Eugene Hesdorffer has become surety on our note to the First National BANK of Canton, for the sum of Five Hundred Forty and no/100 Dollars, due and payable to said Bank on the 22nd day of March 1906, bearing interest at the rate of 8% per annum, from Maturity and also in consideration of One Dollar in hand paid to me by ALBERT Hesdorffer, 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:-

E 1/2 of SW 1/4Sec. 15. T. 9. R. 3 East- But on the following conditions, Viz:- Whereas the said Eugene Hesdorffer has become sauryty 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 the 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 plaxe of sale for Ten (10) 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 applying 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 on such indebtedness, he shall pay and indemnify Eugene Hesdorffer for the amount so paid 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 debts, and the expenses of the seizure, and care of the property, and the sale thereof, and if any money remains over he shall pay the same to said J. H. and Mary E. Chrisman.

It is further understood and agreed 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 renewal, merger 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, merger, or renewal of the same as fully as if the said extension renewal or merger was mentioned and described herein.
(Continued on Next Page)

Aug 27 1914
John H. Chrisman

In Testimony, Witness my signature this the 24th day of March A. D. 1905.

J. H. Chrisman.
Mary Chrisman.

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

Personally appeared before me, A. Garbarino, Jr., A Notary Public of the said County, the within named J. H. Chrisman and Mary Chrisman, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 24th day of March A. D. 1905.

A. Garbarino, Jr.
Notary Public (SEAL)

Wm. Riordan.....) Filed for Record March 25th 1905 at 8 A. M.
To D. T.....)
F. J. Jiggetts Trustee. Recorded March 27-1905.
To Secure P. J. Gaddis.)

Deed of Trust

Whereas, I, William Riordan, (unmarried) owes P. J. Gaddis of Comfort Texas, the sum of Six Hundred and Eighty-seven and 67/100 Dollars, evidenced by my three promissory notes of even date herewith-

- 1st due Oct. 15th 1905 for \$248.33
- 2nd due Oct. 15th 1906 for \$229.23
- 3rd due Oct. 15th 1907 for \$210.13

And whereas, I am anxious to secure the payment of said indebtedness at the maturity thereof; therefore, in consideration of Five Dollars to me paid by F. J. Jiggetts (Trustee)? THE receipt whereof is hereby acknowledged, I convey and warrant unto said F. J. Jiggetts (Trustee), the lands and property situated in the County of Madison, and State of Mississippi, described as:-

- Lot 5 SEC. 19 and
- W_{1/2} E_{1/2} and E_{1/2} W_{1/2} SEC. 30 and
- NE_{1/4} less NE_{1/4} NE_{1/4} SEC. 31 and
- Lot 7 SEC. 24, all in T. 9. R. 1. West

Above being all and the only lands I own in said County and State, and unincumbered except to said P. J. Gaddis.

This conveyance is in trust. Should I pay said indebtedness and interest owing thereon at maturity, this conveyance shall be void, otherwise, at the request of said P. J. Gaddis, or owner or either of them, the said F. J. Jiggetts (Trustee), 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 me.

The said P. J. Gaddis, or owner, or either of them is hereby authorized to appoint another Trustee in the place of the said F. J. Jiggetts (Trustee), if from any cause the said F. J. Jiggetts (Trustee), shall not be present, able and willing to execute this trust; and such appointee shall have full power as Trustee herein.

Witness my signature, this the 20th day of March A. D. 1905.
Willie Riordan.

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

Personally appeared before me the undersigned Mayor of Flora and Ex Officio J.P., in and for said County and State aforesaid, the within named William Riordan (unmarried), who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this the 23rd day of March 1905.

Jno. L. Robinson.
Mayor of Flora & Ex Officio J.P.

Subscribed Feb 17 1910 by W. J. Chrisman & Mary Chrisman. The wording the notes on this is W. J. Chrisman.

O. P. McDaniel,.....)
To Deed Trust,.....)
M. Tate- Trustee.....
Use Bank of Goodman.....)

Filed for Record March 11-1905 at 4 P.M.

Recorded March 28-1905.

--O. P. McDaniel -To- Bank of Goodman--

This Deed of Trust and Agreement, Made this, 1st day of March A. D. 1905, Witnesseth:-
That, Whereas, O. P. McDaniel, party of the first part is indebted to Bank of Goodman
in the sum of Four Hundred Eleven and 30/100 Dollars, on his promissory note of even date
the January 1st, 1906, --and whereas, said party of the first part agrees 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 Atala County, Mississippi, and described as follows:-
East half of SW 1/4Sec. 16. T. 12. R. 5 East- situated in
Atala County, Mississippi.
NW 1/4Sec. 21. T. 12, R. 5 East

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the Chancery Clerk
Madison County, Mis.

You are hereby authorized and requested to cancel and mark satisfied of a certain
Deed of Trust, from O. P. McDaniel in favor of Bank of Goodman dated 3/10/05

recorded in Book 000 Page 99

And should

security for said payments, he shall take the same into possession and hold till said payments
are made, or till said property is sold as aforesaid, even though the indebtedness may not be
due; but until demanded by the Trustee for either of the purposes as 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 Grantee or Trustee may declare all of them due, and
may proceed to collect the same by sale of the property as aforesaid.

O. P. McDaniel.

O. P. McDaniel.

State of Mississippi.....)
Holmes County,.....)

Personally appeared before me, A. D. Yarborough, Mayor of Goodman
for said County, the within named O.P. McDaniel, who severally acknowledged that he signed
and delivered the foregoing Deed of Trust and Agreement, at the time therein named, as his
act and deed.

Given under my hand and seal of office, this 1st day of March A. D. 1905.

A. D. Yarborough-
-Mayor of Goodman & Ex Officio J.P.

5 a copies by ...

Godman 2/8/1906 190...
Madison County, Mis.
You are hereby authorized and requested to cancel and mark satisfied of a certain
Deed of Trust, from O. P. McDaniel in favor of Bank of Goodman dated 3/10/05
recorded in Book 000 Page 99
W. B. ...
Only