

Martina A. Smith.....
 Garner Smith.....
 Elizabeth T. Smith.....
 Lila Adams.....
 Imelda Granger.....
 To War. Deed.....
 Carroll Smith.....

Filed for Record June 5 1905 at 9:30 AM.

Recorded June 6 1905.

In consideration of One Hundred and Sixty-six - 66/100 Dollars, cash in hand paid us by C. Smith, the receipt of which is hereby acknowledged, We Martina A. Smith, Garner J. Smith, Elizabeth T. Smith, Lila Adams and Imelda Granger do hereby convey and warrant unto C. Smith forever our interest in the following described lands, lying, being and situate d in the County of Madison, State of Mississippi, to-wit:-

Lots one, two and three..... Sec. 35. T. 8. R. 3 E.

Lot 4..... Sec. 26. T. 8. R. 3 E.

Also, beginning at Sixty Chains east of the south-west corner of Section 26, T. 8. R. 3 East, and running thence ten chains and fifty links east to Pearle River, beginning at the same point again and running thence 20 chains north, thence ten chains and fifty links east to old river and thence down old river -or Pearle River to section line dividing Section 26 and 35 of Town. 8. and Range 3 East, containing 21 acres, more or less. Also The Body, or Lake of water commonly known as "Big Lake", lying partly in Section 26 and partly in Section 27, and the land covered by said lake and the land bordering on and entirely surrounding said lake to the extent of 100 feet running back from the mean low water mark of said lake. Also the E² SE¹ of Sec. 27, - All in T. 8. R. 3 East. We intend hereby to convey all of our interest in the land known as the "Owl Ranch", in said County.

Witness our hands and seals, this the 16th day of May, A. D. 1905.

Elizabeth T. Smith (SEAL)

Garner J. Smith (SEAL)

Mrs. M. A. Smith (SEAL)

Lila Adams (SEAL)

Imelda Granger (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, Martina A. Smith, Garner J. Smith, and Elizabeth T. Smith, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned, as their own act and deed.

Given under my hand and official seal, this the 20th day of May A. D. 1905.

Harry T. Huber (SEAL)

--Notary Public--

State of Mississippi.)

-SS-

County of Lauderdale.)

Personally appeared before me, B. J. Carter, A Notary Public for the City of Meridian in and for said County, the within named Lila Adams, who acknowledged that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as her own act and deed.

Given under my hand and official seal, this the 18th day of May A. D. 1905.

B. J. Carter (SEAL)

--Notary Public--

My Commission Expires January 18th, 1909.

State of Louisiana....)

-SS-

Parish of Orleans...)

Personally appeared before me, Jules F. Meunier, A Notary Public for the City of New Orleans, in and for said Parish and State, the within named Imelda Granger, who acknowledged that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as her own act and deed.

Given under my hand and official seal of office, this the 23rd day of May A. D. 1905.

Jules F. Meunier (SEAL)

--Notary Public--

My Commission never Expires. My bond expires the 7th June 1905.

For release of lien of Helen Moorman see Power of Atty record
Book 355 page 338, and I hereby release said lien by said 12/30/1911
Authority.

Della S. Priestley) *Witnesses mentioned in* Filed for Record June 5 1905 at 4 P.M.

Anna M. Allen...) This deed have been paid in Recorded June 6 1905.

To/ Deed..... in full warrant Canceled See said note.
Highland Colony Co) And set off this needless Lien.

Dec 23 1905
In consideration of the sum of One Thousand and 00/100 Dollars (\$1000) cash in hand paid to Della S. Priestley, and One Thousand and 00/100 Dollars (\$1000) cash in hand paid to Helen Moorman by The Highland Colony Company, A Corporation domiciled at Ridgeland, Madison County, Mississippi, the receipts of which are hereby acknowledged and the further sum of Twenty-two Thousand and 00/100 Dollars (\$22,000) to be paid by them as follow, to-wit:-

Three Thousand and 00/100 Dollars (\$3000) to be paid to Della S. priestley on December 1st, 1905, and Three Thousand and 00/100 Dollars (\$3000.) to be paid Helen Moorman on December 1st, 1905, both of said payments without interest, and Two Thousand and 00/100 Dollars (\$2000.) to be paid Della S. priestley on December 1st 1906, and Two Thousand and 00/100 (\$2000.) to be paid Helen Moorman on December 1st, 1906, and Two Thousand and 00/100 Dollars (\$2000.) to be paid Della S. priestley on December 1st 1907, and Two Thousand and 00/100 Dollars to be paid to Helen Moorman on December 1st, 1907, and Eight Thousand and 00/100 Dollars (\$8000.) to be paid Anna M. Allen on December 1st, 1907, all of said payments evidenced by notes of even date herewith, bearing interest from December 1st, 1905, at the rate of eight percent (8%) per annum, payable annually. and ten percent (10%) attorney's fees, if placed in the hands of a lawyer for collection after maturity, - We, Anna M. Allen, and Della S. Priestley of Canton, Madison County, Mississippi, and Helen Moorman of New Orleans, Parish of Orleans, and State of Louisiana, do hereby convey and warrant unto the said Highland Colony Company, forever, the following described real estate lying and being situated in the County of Madison, and State of Mississippi, to-wit:-

Sections Twenty (20) and Twenty-one (21) and the North-west quarter (NW₁) and the West half (W₂) of the North-east quarter (NE₁) of section Twenty-eight (28) and the East half (E₂) and the East half (E₂) of the North-west quarter (NW₁), and the North-east quarter (NE₂) of the south-west quarter (SW₂) of Section Twenty-nine, all in Township Eight (8), Range Two (2) East, and containing 1960 acres, more or less.

To secure the payment of the said notes, the said Della S. Priestley, Anna M. Allen and Helen Moorman, does hereby retain and the said Highland Colony Company by the acceptance of this deed does make and acknowledge a lien on the property herein conveyed in the nature of a mortgage with power of sale in said Della S. priestley, Anna M. Allen, or Helen Moorman, or their assigns, and the said Della S. Priestley, Anna M. Allen, or Helen Moorman, or their assigns may enforce said lien without recourse to the Courts if there shall be default in the payment of any of the said promissory notes by a sale of the said property to pay the same, just as though the said Highland Colony Company had extended a separate mortgage upon the said property herein conveyed with power of sale under Section 2483 of the Annotated Code of Mississippi of 1892 and under the terms and provisions of Section 2484 of said Code. The said Della S. Priestley et al are entitled to the rents and shall pay the taxes upon said property for the year 1905 and shall give possession of the said property to the Highland Colony Company on December 1st, 1905, when the said notes maturing at that date shall have been paid.

Witnesseth our hands and seal, this the 10th day of May A.D. 1905.

Della S. Priestley.

Annie M. Allen.

Helen Moorman.

State of Mississippi..)

-SS

County of Madison....)

I, Harry T. Huber, A Notary Public in and for the City of Canton, and in and for said County, in the State aforesaid, do hereby certify That Della S. Priestley 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 official seal, this the 29th day of May A.D. 1905.

Harry T. Huber, -Notary Public-

My Commission Expires 1/28/08.

State of Mississippi..)

-SS

County of Madison....)

I, Harry T. Huber, A Notary Public for the City of Canton, in and for said county, in the State aforesaid, do hereby certify that Anna M. Allen, 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 29th day of May A.D. 1905.

My Commission expires 1/28/08.

Harry T. Huber--Notary Public-

State of Louisiana.....)

-SS

Parish of St. Mary....) I, Charles F. Borah, Notary Public for the Parish of St. Mary in and for said Parish, in the State aforesaid, do hereby certify that Mrs. Helen Moorman, 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 31st day of May A.D. 1905.

My Commission Expires in 1910.

Charles F. Borah- Notary Public-

T. E. Moore..... Filed for Record June 3-1905 at 2 P.M.
 To/ Deed..... Recorded June 6-1905
 The Mississippi Company

In consideration of \$150.00 receipt of which is hereby acknowledged, I convey and warrant unto The Mississippi Company of Canton, Mississippi, the following described lands situated in Madison County, State of Mississippi, to-wit:-

E₂ of SE₁ Sec. 19. T. 11. R. 3 East.
 Witness my signature, this the 27th day of May 1905.

T. E. Moore,

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

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

Given under my hand, this the 3rd day of June, 1905.

E. A. Howell-

Notary Public

My Com. Expires Sept. 26/06.

L. Foot.....)
 To/ Deed.....
 Mississippi Company...)

Filed for Record June 6-1905 at 2 P.M?

Recorded June 6-1905.

In consideration of \$1.00, receipt of which is hereby acknowledged, I convey and quit claim unto The Mississippi Company, the following described land lying and being in the County of Madison, State of Mississippi, to-wit:-

W₁ of NE₁ Sec. 27. T. 12. R. 3 East.
 Witness my signature, this the 6th day of June 1905.

L. Foot.

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

Given under my hand, this the 6th day of June, 1905.

E. A. Howell - Notary Public

My Commission expires, Sept. 26/06.

Battle-Noble.....)

Filed for Record June 3-1905 at 10 A.M.

L. K. Levy.....)

Recorded June 7-1905.

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

Alma S. Levy.....)

In consideration of Seven Hundred (\$700.00) Dollars, cash in hand paid us by Alma S. Levy, the receipt of which is hereby acknowledged, We, Battle Noble, and L. K. Levy do hereby convey and warrant unto Alma S. Levy, forever, the following described property, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

S ₁ W ₂ SW ₁	Sec. 15. T. 9. R. 4. E.
2 acres in SW Corner E ₁ SE ₁	Sec. 16. T. 9. R. 4. E.
And the NE ₁	Sec. 21. T. 9. R. 4. E.

North of the Shoccoe and Ludlow Road as it run on March 3rd, 1896.

Witness our hands and seals this the 24th day of May A.D. 1905.

Battle Noble. (SEAL)

Louis K. Levy. (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-a nd State, the within named Battle Noble and L. K. Levy, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as their own act and deed.

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

Harry T. Huber

--Notary Public- (SEAL)

--My Commission Expires January 28th 1908.

H. M. Tucker.....)

Filed for Record June 6-1905 at 2 P.M.

A. R. Anderson.....)

Recorded June 7-1905.

John F. Linam.....:-

To/ Deed.....:-

L. Foot.....)--80 acres land Madison Co., Miss--

State of Mississippi.)

:-SS

Holmes County.....)

For and in consideration of the sum of Six Hundred and Forty Dollars, cash in hand paid, the receipt of which is hereby acknowledged: We convey and warrant unto L. Foot, the following described land, lying and being in the county of Madison, and State of Mississippi, to-wit:-

West half of North-east quarter Section 27. T. 12. R. 3 East.

Witness our signatrues, this the first day of May 1905.

H. M. Tucker.

A. R. Anderson.

J. F. Linam.

State of Mississippi.)

Holmes County.....:- SS

Town of Pickens.....)

Personally appeared before me, L. Bridgforth, A Notary Public in and for said Town, County and State A. R. Anderson, H. M. Tucker, and John Linam, who acknowledged that they signed and delivered the above deed on the day and year mentioned therein.

Witness my hand and seal of office, this the first day of May 1905.

L. Bridgforth.

--Notary Public-- (Seal)

Mattie Horn.....
W.P. Horn.....
To/ Option.....
Highland Colony Company.)

Filed for Record June 2 1905 at 4 P.M.

Recorded June 7 1905

Office of Highland Colony Company

Ridgeland, Miss., May 31st, 1905.

This is to certify that I have optioned to the Highland Colony Company, in consideration of their listing and advertising my property, for sale, the following described real estate to-wit:

All lands in Sec. 19. T. S. R. 2 East.

Containing 619 acres, more or less and $\frac{1}{2}$ of 70 acres of NE $\frac{1}{4}$ east side Sec. 25. T. S. N. R. 1 E. Containing 654 acres all in Madison County, Miss.

The said Highland Colony Company, shall have exclusive right to purchase or sell the said property at \$10.00 per acre, or the tract for \$6540.00, on the following terms:-

\$1540.00 cash, and the balance in 3 equal annual payments with 8% interest payable annually or may be paid at end of any year.

In event of sale, or purchase, of same I agree to allow a commission of percent, and I further agree that the Highland Colony Company shall be entitled to the excess received for same over amount optioned in addition to the amount stipulated. The period of this option shall be 12 months or thereafter until 10 days' notice is given in writing of the withdrawal of same.

And I further agree, that in the event of the sale being made by the said Colony Company, that any option money received by them on such sales, may be retained by them at their option, and I further agree to furnish an abstract of title and convey unto the purchaser by warranty deed, upon consideration of the terms herein stipulated.

Dated this 31st, day of May A.D. 1905.

Mattie Horn.

W. P. Horn.

Highland Colony Company.

By R. H. Thompson Mgr.

State of Mississippi....)

County of Madison.....SS

Village of Ridgeland....)

I, P.L. Porter, Mayor of Ridgeland and Ex Officio J.P. in and for the said Village, County and State aforesaid, do hereby certify that R.H. Thompson, personally known to me to be the same person whose name is subscribed to the foregoing instrument acknowledged that he witnessed the signatures of Mattie Horn, and W.P. Horn, and the Highland Colony Company, and that the signing of the within instrument was their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this the 2nd day of June, A.D. 1905.

P.L. Porter,
--Mayor of Ridgeland & Ex Officio J.P.--

(SEAL)

Highland Colony Company.)

Filed for Record June 5 1905 at 4 P.M.

To/ War. Deed.....

Maude Det. Howard.....)

Recorded June 7 1905.

This Indenture Witnesseth: That the Grantor, The Highland Colony Company, A Corporation of the Village of Ridgeland in the County of Madison, and State of Mississippi for and in consideration of the sum of One Hundred and Twenty-five and 00/100 Dollars, in hand paid, conveys and warrants to Maude Det Howard, of the County of and State of, the following described Real Estate, n to-wit:-

Lot Fourteen-(14)-Block-Thirty-three-(33)-as laid down on plat on file in the office of the Chancery Clerk of said Madison County, situated in the Village of Ridgeland State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, this 3rd day of June 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....)

Village of Ridgeland....)

I, P.L. Porter, Mayor of Ridgeland & Ex Officio J.P. in and for said County, in the State aforesaid, do hereby certify, That R. H. Thompson Vice Pres. and J.P. Cooke, Sec. & Treas. of the Highland Colony Company personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed sealed and delivered the said Instrument as their act and deed and the act and deed of the Highland Colony Company, for the uses and purposes therein set forth, included the release and waiver of the right of homestead.

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

P.L. Porter,
--Mayor of Ridgeland & Ex Officio J.P.--

J. Henry Jacka.....
To / Land Contract.....
The Highland Colony Company.....

Filed for Record June 2-1905 at 4 P.M.

Recorded June 7-1905.

:- This Article of Agreement, Made and concluded this 29th day of March, One Thousand Nine Hundred and Five (1905) by and between J. Henry Jacka (unmarried) of the City of Mineral Point; Iowa County, State of Wisconsin, party of the first part, and The Highland Colony Company, of Ridgeland, Madison County, State of Mississippi, party of the second part, Witnesseth:- First, That the said party of the second part hereby agrees and binds itself and its assigns and legal representatives, to pay, or cause, to be paid, to the said party of the first part, his heirs or assigns, the sum of Three Hundred (\$300.00) Dollars, in the manner following:-

The sum of \$300.00 on or before December 1st, 1905 with interest at the rate of seven percent (7%) per annum after date until paid. The said payments are to be made to the party of the first part, in person, or to his duly authorized agent or attorney, at Mineral Point, Iowa County, Wisconsin, and the same being intended to apply, when fully completed, as the purchase money of the following tract, piece or parcel of land, situated in Highland Colony, Madison County, State of Mississippi, and particularly described as follows:- To-wit:-

Lot Four (4) in Block Twenty-seven (27) - as laid down on plat and filed in the office of the Chancery Clerk.

The said party of the second part further agrees and convenants that it will pay all taxes, special or general, which have been assessed on the above described premises since the first of January 1905, and also all such as may be hereafter assessed thereon, whenever such taxes shall become due and payable by law, until the aforesaid purchase money shall be fully paid, in the manner above stated; and also to hold the said premises, from the date hereof, as the tenents of sufferance of the said party of the first part, subject to be removed as his tenant holding over, by process under the statute in such case made and provided, whenever default shall be made in the payment of any of the installments of purchase money above specified: and also to keep the building, fences and improvements on said premises in as good repair and condition as they now are, except ordinary wear and decay, and damage by the elements.

Secend,- That the said party of the first part, hereby agree and bind himself and his heirs, executors, and administrators, that in case the aforesaid sum of Three Hundred Dollars (\$300.00) with the interest, shall be fully paid, at the times, and in the manner above specified he will, on demand, thereafter cause to be executed and delivered to the said party of the second part, or its legal representatives, a good and sufficient Deed, in fee simple, of the premises above described, free and clear of all legal liens and incumbrances, except the taxes herein agreed to be paid by the party of the second part. And it is distinctly agreed and understood by and between the parties hereto, that if the said party of the second part shall fail to make any of the payments of purchase money above specified, at the time and in the manner above specified in such case, this agreement shall be henceforth utterly void, and all payments thereon forfeited, subjected to be revived and renewed by the act of the party of the first part, or the mutual agreement of both parties.

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

J. Henry Jacka. (SEAL)
Highland Colony Company. (SEAL)
J.P. Cooke, Sec. & Tres. (SEAL)
R. H. Thompson. (SEAL)

In the Presence of:

T. M. Priestley.
John B. Pittz.

State of Wisconsin....)

:--SS

Iowa County.....)

Personally came before me this 23rd day of May A.D. 1905, the above named J. Henry Jacka, known to me to be the person who executed the foregoing instrument, and acknowledged the same to be his free act and deed for the uses and purposes therein mentioned.

T. M. Priestley.

--Notary Public Wisconsin-

--My Commission Expires Jan. 28-1908.--

(SEAL)

To/ War. Deed.....
The Highland Colony Company....)

Filed for Record June 2-1905 at 4 P.M.

Recorded June 7-1905.

This Indenture Witnesseth:- That the Grantors, Thomas Copp and wife, Isabella R. Copp, of the Village of Ridgeland, in the County of Madison, and State of Mississippi for and in consideration of the sum of One Hundred Fifty-and-00/100-(\$150.00) Dollars, in hand paid, convey and warrant to Highland Colony Company, a corporation domiciled in the Village of Ridgeland, of the County of Madison and State of Mississippi in the following described real estate, to-wit:-

Lot Eight (8), Block Thirty (30), 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 right under and by virtue of the Homestead Exemption Laws of this State.

Dated, this 1st day of June A.D. 1905.

Thomas Copp.

Isabel R. Copp.

State of Mississippi)
County of Madison :- SS
Village 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 Thomas Copp and wife, Isabel R. Copp 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 herein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this the 1st day of June A. D. 1905.

P.L. Porter. (SEAL)

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

Mrs. Kate M. Childress...)
To/ Deed.....
J. W. Johnson.....)

Filed for Record June 8-1905 at 4 P.M.

Recorded June 9-1905.

State of Mississippi)
:-SS

Madison County.....)

In consideration of the sum of One Dollar, I, Mrs. Kate M. Childress, formerly Mrs. Kate M. Johnson, do hereby convey and quit-claim unto J. W. Johnson, all of my right, title and interest in and to the following lands situated in Madison County, Mississippi, to-wit:-

The S $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of ... Sec. 34. T. 7. R. 2 East.

Mrs. Kate M. Childress.

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

Personally came before me, the undersigned officer, Mrs. Kate M. Childress, who acknowledged that she signed and delivered the foregoing deed on the day of its date for all of the purposes therein expressed.

Given under my hand and official seal, this the 20th day of April 1905.

Jno. L. Robinson

— Mayor of Flora & Ex Officio J.P.—

J. W. & E. B. Johnson...)
To/ Deed-----:
Joe F. Johnson.....)

Filed for Record June 8-1905 at 4 P.M.

Recorded June 9-1905.

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

In consideration of the sum of Eleven Hundred Dollars, cash in hand paid, the receipt of which is hereby acknowledged, we, J. Wesley Johnson and E. B. Johnson, convey and warrant unto Joe F. Johnson that certain real estate situated in the county of Hinds, State of Mississippi, and more particularly described as follows, to-wit:- Lot Number Four (4) of Section Two (2) Township Six (6) of Range Two (2) East. Also, Lot Number One (1) of Section Three (3), Township Six of Range Two (2) East, containing Three Hundred and Twenty acres, more or less. Also that certain real estate situated in the county of Madison, State of Mississippi, and more particularly described as follows to-wit:-

The S₂ of the SW₁ of the SW₁ of Section 34. Town. 7. Range 2 East, and, The S₂ of the SE₁ of the SW₁ of Section 34 of Town. 7. Range 2 East, containing forty acres, more or less.

Witness our signature, this the 6th day of April 1905.

J. W. Johnson.
E. B. Johnson.

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

Personally came before the undersigned, M. E. Wainright, A Notary Public in and for the City of Jackson, State of Mississippi, the above named J. Wesley Johnson and E. B. Johnson, who acknowledged that they signed and delivered the foregoing deed on the day of its date for all of the purposes therein expressed.

Given under my hand and official seal, this the 7th day of April A. D. 1905.

M. E. Wainright

--Notary Public--

Carroll Smith.....)
To/ Deed.....:
Mary Patrick Redmond.....)

Filed for Record June 8-1905 at 11 A.M.

Recorded June 9-1905.

In consideration of Seven 20/100 Dollars, cash in hand paid me by Mary Partick Redmond, the receipt of which is hereby acknowledged, I Carroll Smith, do hereby convey and warrant especially unto the said Mary Patrick Redmond, the following described Lot of land lying, and being situated in the City of Canton, County of Madison, and State of Mississippi to-wit:-

Lot No. 6, on the West side of Trolley Street according to the Map of said City prepared by George and Dunlap, which Map is now on file in the Chancery Clerk's Office for said County.

Witness my signature and seal this the 7th day of June 1905.

Carroll Smith, Jr. (SEAL)

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, Carroll Smith, who acknowledged that he signed, sealed and delivered the foregoing instrument of writing on the day and year herein mentioned as his act and deed.

Witness my signature and official seal this the 7th day of June A.D. 1905.

Harry T. Huber

--Notary Public--

Mary Patrick Redmond.)

Filed for Record June 9-1905 at 9:30 AM.

Will H. Redmond.....)

Recorded June 9-1905.....

To War. Deed.....:-

W. B. Weiner.....)

In consideration of Six Hundred (\$600.00) Dollars, cash in hand paid us by W. B. Weiner, the receipt of which is hereby acknowledged,

We, Mary Patrick Redmond and Will H. Redmond, do hereby convey and warrant unto W. B. Weiner forever the following described lot of land, lying, being and situate d in the City of Canton, County of Madison, State of Mississippi, to-wit:-

Beginning at the NW Corner of the inter-section of Lee Street with Trolio Street on the North side of Lee Street and on the West side of Trolio Street and running thence west along the North Margin of Lee Street 374 1/2 feet, more or less, to the Right of Way of the I. C. R.R. Co., and thence in a northern direction 100 feet, more or less, to the SW Corner of the Lot formerly owned by Will H. Redmond, and thence east along the south margin of said W. H. Redmond Lot to Trolio Street, and thence South to the beginning, Being Lot No. 6 on the West side of Trolio Street, on the Map of said City prepared by George and Dunlap, now on file in the Chancery Clerk's Office for said County.

The Grantor and Grantee each shall pay one half of the taxes on said Lot for the year 1905.

Mary Patrick Redmond. (SEAL)

Wm. H. Redmond (SEAL)

State of Mississippi)

--SS

Perry County.....)

Personally appeared before me, T. J. Mixon, Circuit Clerk, in and for said County and State the within names, Mary Patrick Redmond and Will H. Redmond, 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 8th day of June A.D. 1905.

T. J. Mixon. (SEAL)

Circuit Clerk

Highland Colony Company..)

Filed for Record June 8-1905 at 4 P.M.

To War. Deed.....:-

Recorded June 9-1905.....

This Indenture Witnesseth:- That the Grantor, The Highland Colony Company, a Corporation of the Village of Ridgeland in the County of Madison, and State of Mississippi, for and in consideration of the sum of Five Hundred and Fifty Dollars, in hand paid, Conveys and Warrents to Edward W. Bening of the City of Chicago, County of Cook and State of Illinois, the following described Real Estate, to-wit:-

Lots Three and Six (3 & 6) Block Eleven (11) as laid down on Plat now on file in the Office of the Chancery Clerk of said Madison County, situated in the Highland Colony in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of Homestead Exemption Laws of this State.

Dated, This the 7th day of June A.D. 1905.

Highland Colony Co. (SEAL)

J. P. Cooke Sec. & Treas. (SEAL)

R. H. Thompson, Vice Pres. (SEAL)

State of Mississippi.....)

County of Madison.....:-SS

Village 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 R. H. Thompson Vice-Pres. and J. P. Cooke, Sec. & Treas. of the Highland Colony Company personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their act and deed and the act and deed of the Highland Colony Company, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this the 7th day of June A.D. 1905.

P. L. Porter

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

Elizabeth S. Rice.)
To War. Deed....)
Highland Colony Co.)

Filed for Record June 9-1905 at 4 P.M.

Recorded June 10-1905.

This Indenture Witnesseth:- That the Grantor, Elizabeth S. Rice, of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum of Four Hundred Fifty and 00/100 (\$450.00) Dollars, in hand paid, conveys and warrants to Highland Colony Company, a corporation domiciled in the Village of Ridgeland, County of Madison, State of Mississippi, the following described Real Estate -to-wit:-

Lots Three (3) and Six (6), Block Eleven (11), Highland Colony, consisting of 20 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 right under and by virtue of the Homestead Exemption Laws of this State.

Dated, this the 22nd, day of April A.D. 1905.

Elizabeth S. Rice. (SEAL)

State of Illinois.)

-SS

County of Cook....)

I, D. G. Drake, A Notary Public in and for said County, in the State aforesaid, do hereby certify That Mrs. Elizabeth S. Rice, 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 6th day of May A. D. 1905.

D. G. Drake.

--Notary Public- (SEAL)

--Chicago, Ill--

D. F. Whitfield...)

Filed for Record June 12-1905 at 4 P.M.

To/ Deed.....:-

C. M. Whitfield...)

Recorded June 15-1905.

State of Mississippi....)

-SS

County of Madison....)

For and in consideration of the sum of One Hundred and Ten Dollars (\$110.00)-paid-in-hand, I hereby sell and convey my undivided interest to C. M. Whitfield the following land in Madison County, and State of Mississippi, to-wit:-

The SW-quarter-of-the-SE-quarter..... Sec. 2. And the

NW Quarter of the NE Quarter, and the N $\frac{1}{2}$ of SW $\frac{1}{4}$. Sec. 11- All in Town. 11- Range 3 East- Containing One Hundred (100)-acres, more or less.

D. F. Whitfield.

Witness my Signature, This the 15th day of March 1905.

State of Mississippi...)

-SS

Hinds County....)

Personally appeared before me, A Notary Public in and for the County aforesaid, the above named D. F. Whitfield, who acknowledged that he signed, and delivered the above Instrument of writing as his own act and deed.

Witness my signature, this the 15th day of March 1905.

M. E. Wainright.

--Notary Public-

Ridgeland Presbyterian Church...)
By F. E. Richardson.....
To Mortgage.....
The Trustees of the General...)
Assembly of the Presbyterian)
Church in the United States...)

Filed for Record June 13-1905 at 8:30 AM

Recorded June 13-1905.

This Indenture, made the 10th day of June in the year
of our Lord One Thousand Nine Hundred and Five, between The Trustees of Ridgeland
Presbyterian Church of the Village of Ridgeland, in the County of Madison and State
of Mississippi, connected with the Synod of Mississippi, and Presbytery of Central
Mississippi, party of the first part, and "The Trustees of the General Assembly
of the Presbyterian Church in the United States", party of the second part.

Whereas, the said party of the first part has applied to the said party of the
second part through the General Assembly's Executive Committee of the Home Mission
for aid to enable it to erect or possess a House of Worship, adapted to its wants;
and Whereas, the said party of the second part has granted such aid to the
amount of -----.

Now, therefore, this Indenture Witnesseth:- That the said party of the first
part, in consideration of the above amount, doth hereby covenant, grant, promise,
and agree to end with said party of the second part, and doth hereby bound unto
it as follows:- That in case the said Church or corporation -party of the first
part, shall cease to be connected with the said General Assembly, or the corporate
existence of the said party of the second part shall cease, or the mortgaged pre-
mises, be alienated or abandoned, or its house of worship be alienated, or be aban-
doned as a house of public worship by the party of the first part, except for the
building upon the same premises of a better house of worship, then, and in any such
case, it, the said party of the first part, shall and will forthwith refund, and it
hereby covenants and agrees to pay to the said party of the second part, its suc-
cessors or assigns, through the General Assembly's Executive Committee of Home
Missions, the said amount with interest thereon from the time of receiving it, and
upon the happening of either of such contingencies, the said sum of money with the
interest thereon shall be due and payable to the party of the second part, its suc-
cessors or assigns, through the General Assembly's Executive Committee of Home
Missions.

This Indenture further Witnesseth:- That the said party of the first part, for
the better securing the performance by it of its covenant and obligation above men-
tioned and the repayment of the said amount, with interest thereon, from the time
of receiving it, to the said party of the second part, in any of the cases above men-
tioned, and in consideration of One Dollar to it paid by said party of the second
part, the receipt of which is acknowledged, hath granted, bargained, sold, conveyed
and confirmed, and by these presents doth grant, bargain, sell, convey and confirm
unto the party of the second part, and to its successors and assigns forever, ALL
that piece or parcel of ground, situate, lying and being in the Village of Ridgeland
County of Madison, State of Mississippi, and more particularly bounded and described
as follows, to wit:-

North half of Lots One and Two, Block Thirty-three (No Lots 1 & 2
Block 33) as laid down on plat now on file in the Office of the Chancery Clerk of
Madison County.

Together with all the buildings and improvements thereupon and with all and sing-
ular the tenements, hereditaments and appurtenances thereunto belonging or in any
wise appertaining, and the reversion and reversions, remainders, rents, issues and
profits thereof; But also, all the estate, right, title, and interest whatsoever, as
well as in law as in equity, of the party of the first part, of, in, and to the same,
and every part thereof, with the appurtenances: To Have and TO Hold the above granted
and described-premises, with the appurtenances, unto the party of the second part,
its successors and assigns, to its and their own proper use, benefit and behoof
forever. Provided always, and these presents are upon this express condition, that
if the party of the first part, its successors, or assigns, shall well and truly
keep, perform and fulfil each of its and their covenants and obligations herein
above contained and shall, in the case herein above provided, well and truly refund
unto the said party of the second part, the said amount with interest thereon from
the time of receiving it, then these presents and the Estate hereby granted shall
cease, determine and be void. And the party of the first part, for itself, its suc-
cessors or assigns, doth covenant and agree to and with the said party of the second
part, that, in case the said party of the first part, or its successors, shall cease
to be connected with said General Assembly, or the corporate existence of the said
party of the first part shall cease, or said mortgaged premises be alienated or aban-
doned, or its house of worship be alienated or be abandoned as a house of worship
by the party of the first part, except for the building upon the same premises of a
better one, then it shall be lawful for the party of the second part, its successors
or assigns, to enter into and upon all and singular the premises hereby granted, or
intended so to be and to sell and dispose of the same, and all benefit and equity
of redemption of the party of the first part, its successors or assigns therein, at
public auction, according to any act in such cases made and provided, and as the
attorney of the party of the first part for that purpose by these presents duly
authorized constituted and appointed, to make and deliver to the purchaser or pur-
chasers thereof a good and sufficient deed or deeds of conveyance in the law for
the same, in fee simple and out of the money arising from such sale to retain the
said amount herein first above mentioned, and interest thereon as hereinbefore
provided, together with the costs and charges of advertisement and sale of said pre-
mises, rendering the over-plus of the purchase money (if any there shall be) unto
the party of the first part, its successors and assigns; which sale, so to be made,
shall forever be a perpetual bar, both in law and equity, against the party of the
first part, its successors or assigns, and all other persons claiming or to claim
the premises, or any part thereof, by, from, or under it or them, or either of them
or to make such sale and conveyance in any way authorized by law, and to take each

and every proceeding by foreclosure or otherwise to recover, realize and collect the money secured thereby, in any Court having jurisdiction. And the said party of the first part further agrees to effect, through the Trustees, an insurance upon its Church buildings aforesaid, against loss or damage by fire, in such incorporated company as the Trustees may select, in the amount secured by this Mortgage, for the term of five years from the date hereof, and to renew said insurance through the Trustee from time to time as the same may expire; and in default of the party of the first part renewing the said insurance, the party of the second part may effect such insurance, and charge the premium or premiums paid therefor to the party of the first part, and the same shall be a lien secured by this Mortgage, and collectible with interest from the dates of payment of the same, at the option of said party of the second part.

In witness whereof, the said party of the first part hath duly executed this Indenture on the day and year first above written.

In the presence of —

(L.S.)

BY F. E. Richardson-

Chairman of the Trustees.

State of Mississippi.)

:--SS.

County of Madison....)

On the 10th day of June A. D. 1905, before me personally appeared F. E. Richardson to me known, who being by me duly sworn, saith that he resides at Ridgeland, Miss., that he is the Chairman of the Trustees of the Ridgeland Presbyterian Church in the foregoing Indenture named, that the seal thereto affixed is the seal of said Corporation, and was so affixed by authority of said Board, and that by like authority he signed the same as Chairman, and he acknowledged the execution and delivery of said instrument to be the free and voluntary act and deed of the said Corporation by him, as Chairman as aforesaid, voluntarily done and executed.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature—W. G. Dorroh.

J.P. and Ex Officio Notary Public—

(SEAL)

N.B. In case the State law prescribed a form for acknowledgments by Corporations, substitute such form.

George C. Harris et ux...)

Filed for Record June 15 1905 at 8 A.M.

To / deed.....

Frank H. Frink.....)

Recorded June 15 1905.

Know all men by these Presents That we, George C. Harris, and Helen S. J. Harris, Husband and wife, of Sharkey County, in the State of Mississippi, for and in consideration of the sum of Five Thousand and Eleven and 50/100 Dollars, (\$5011.50) cash to us in hand paid by Frank H. Frink and Maria Frink, Husband and wife, of Valparaiso, in the State of Indiana, the receipt of which said sum of money is hereby acknowledged, and in further consideration of the sum of Eight Thousand Six Hundred Dollars (\$3600.00) agreed to be paid us by the said Frank H. Frink and Maria Frink, as is evidenced by those two certain promissory notes executed by the said Frank H. Frink and Maria Frink, 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 on the first day of January 1906, and the other being for the sum of Three Thousand Six Hundred Dollars, (\$3600.00) 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 per annum, and said note for \$3600.00 bearing interest from date until the first day of January 1906, at the rate of six percentum per annum and bearing interest from said first day of January 1906, until paid, at the rate of eight percentum per annum, both of said notes containing an agreement and stipulation, on the part of the makers thereof, to pay ten percentum thereof, as attorney's fee, in the event, they be placed in the hands of an attorney for collection, do hereby convey and warrant unto the said Frank H. Frink and Maria Frink the following described lots, tracts and 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 of Sec. 22
 The South half of Sec. 23
 All of Section Sec. 26
 The NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 27 All in T. 8 R. 1 East together with all and singular the buildings and improvements thereon and thereto appertaining and belonging, containing Thirteen-Hundred-and-Sixty acres, more or less, as shown by United States Government Survey.

To secure the prompt and punctual payment of the promissory notes herein described an express vendors lien, to have the full force and effect of a mortgage, is hereby reserved and retained on the property hereby conveyed, and said notes shall also be secured by a deed of trust, to be executed by the grantee, for the benefit of the grantor herein, conveying the property described and conveyed, but said deed of trust shall in no manner waive or impair the security of the lien hereby reserved and retained, but shall be taken as additional and cumulative security only.

It is expressly understood and agreed that the grantors herein may leave in the dwelling situated on the land and hereby conveyed all of the books, and other personal property, now in said dwelling belonging to said grantors, or either of them, until the first day of September 1905, without cost or responsibility to said grantors and shall have the right, on or before said first day of September 1905, to enter said ipremises and remove therefrom such books and personal property.

Witness our Signature, this the 3rd day of January 1905.

Geo. C. Harris.

Helen S. J. Harris.

State of Mississippi....)

:SS

Sharkey County.....)

Personally appeared before me, the undersigned Chancery Clerk in and for the State and County aforesaid, the within named George C. Harris and Helen S. J. Harris, his wife, who, respectively acknowledged that he and she, respectively, signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this, the 2nd day of January 1905.

Geo. W. West.

Chancery Clerk

Mark Bartholomew.....)
Abbie Bartholomew.....)
To/ Deed.....
E. E. Spalding.....)

Filed for Record June 16-1905 at 9:30 A.M.

Recorded June 16-1905.

In consideration of One Thousand Dollars, cash in hand paid us by E. E. Spalding, the receipt of which is hereby acknowledged, we- Mark Bartholomew and Abbie Bartholomew, Husband and wife, do hereby convey and warrant unto E. E. Spalding, forever the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

W $\frac{1}{2}$ SW $\frac{1}{4}$ less 12 acres off of the N. end thereof .. Sec. 21. T. 9. R. 3 East.

14 acres off of the NE Corner of SE $\frac{1}{4}$ Sec. 20. T. 9. R. 3 East.

Less and excepting therefrom 8 acres off N. end thereof, lying, north of the Canton and Carthage Road.

The said Spalding shall assume the indebtedness in the Deed from Louise Joyce to Mark Bartholomew. Said Deed is dated November 1st, 1904 and recorded in Book "LLL"- Page "532" in the Chancery Clerk's Office for Madison County, Mississippi.

Witness our hands and seals, this the 15th day of June, A. D. 1905.

Mark Bartholomew.

Abbie L. Bartholomew. (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 Mark Bartholomew and Abbie Bartholomew, 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 15th day of June A.D. 1905.

Harry T. Huber.

--Notary Public (SEAL)

Georgia L. Strait.....)

Filed for Record June 16-1905 at 9:45 A.M.

To/ War. Deed.....
W. C. Alsworth.....)

In consideration of Four Hundred Dollars, cash in hand paid me, by W. C. Alsworth and other valuable consideration, the receipt of which is hereby acknowledged I, Georgia L. Strait, do hereby convey and warrant unto W. C. Alsworth forever the following described lands, lying, being and situated in the county of Madison, State of Mississippi, to-wit:-

Commencing at a point 13.20 chains E. of SW Corner NW $\frac{1}{4}$ Section 10. Two. 7, Range 2 East, thence E. 25.40 chains, thence N. 20.18 chains, thence North 4° E. 33.82 chains, thence west 26.80 chains, thence south 54 chains to beginning, being the track of land allotted to me by the partition in the Chancery Court in Cause No. 3059- Alice R. McKay et al- vs- L. B. Hollister and designated in said Cause as Lot No. 2- A Plat of which is recorded in Final Record Book No. 8, Page 373 and also described in the Final Decree recorded in Book "JJJ"- Page "228" in the Chancery Clerk's Office for said County.

The said Grantee shall pay the taxes for the year 1905.

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

Georgia L. Strait. (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 Georgia L. Strait, unmarried, do hereby acknowledge that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as her own act and Deed.

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

Harry T. Huber.

--Notary Public (SEAL)

W. C. Alsworth...
To/ Deed...
E. B. Harrell...
John W. Cox....)

Filed for Record June 16-1905 at 3 P.M.

Recorded June 17-1905....

For and in consideration of eight promissory notes, four given by E. B. Harrell and four given by John W. Cox, for One Hundred and Sixty-six Dollars, and Sixty-six cents each, due and payable as follows (but upon conditions hereinafter mentioned) November 1st, 1906, 1907, 1908 and 1909 respectively, I convey and warrant to them the said Harrell and Cox an undivided two thirds (2/3) interest (that is a one-third each) in and to the following described lands lying and being situated in the County of Madison, State of Mississippi, to-wit:

Commencing at a point 12.20 chains East of SW Corner NW of Section 10, Township Seven (7)- Range Two (2) East: Thence east 25.40 chains, thence North 20.18 chains, thence North and 4 Degrees East 33.82 chains, thence west 26.80 chains, thence South 54 chains to beginning; being the same land allotted to Georgia L. Strait by partition suit of Chancery Court in this County, Cause No. 3059, a plat of which is recorded in Book of Final Records No. 8, on Page "373" Containing in all 140.97 acres, more or less.

To have and to hold unto them the said Harrell and Cox upon the following terms and conditions namely:-

First:-

It is agreed and understood by all parties to this conveyance that the above described lands are to be laid off in Lots of such sizes as may be hereafter agreed upon, and such Lots so laid off shall be offered for sale separately or as a whole, and when sold and paid for at least Fourteen (\$14.00) per acre for every acre sold and paid for shall be paid to me and two thirds (2/3) of all such payments is to be credited on the notes of said Harrell and Cox, equally until all of said notes are paid.

Second:-

If none of said Lots are sold and paid for at the maturity of each note, then the said Harrell and Cox, by the acceptance of this deed, each agree to pay as interest on the purchase price of said lands the following sums, to-wit:-

On November 1st, 1906, \$16.35; On November 1st, 1907, \$26.70; On November 1st 1908, \$40.00; And on November 1st, 1909, \$53.35.

That is to say that each of the said parties will pay the above sums on their respective maturities, if principal notes are not paid as set forth in first paragraph. It is here understood that each amount mentioned in this paragraph represents the interest on the several principal notes first mentioned, and should any or either of the said principal notes be unpaid at their respective maturities, then and in that case the interest herein mentioned, that corresponds with the said unpaid principal note is due and payable.

Third:-

It is further understood that the above principal notes for 1906, 1907 and 1908 shall not be due until November 1st, 1909 if enough of said land is not sold to satisfy same, according to conditions named in paragraph "First", as it is the intention of the grantor herein that said notes are to be paid by sale of said lands, provided that enough of said lands are sold to pay same by November 1st, 1909, but in all events all notes are due and payable November 1st 1909.

Fourth:-

It is further understood and agreed by all parties to this conveyance that all expenses, such as surveying, recording, deeds, taxes, and such other expenses as will necessarily occur, shall be borne equally by the said Harrell, Cox and myself. And should either of us fail to pay any of such expenses, or should said Harrell and Cox fail to pay any of said notes or interest mentioned, when same shall be due, then such amounts unpaid shall be taken and held as a part of the purchase price of said lands.

To secure the payment of said notes and all other indebtedness herein mentioned, I hereby retain, and the said Harrell and Cox, by the acceptance of this deed, intend to make and acknowledge a lien upon the property herein conveyed, in the nature of a mortgage, with power of sale in said grantor, or assigns, and said grantor or assigns may enforce said lien without recourse to the Courts if there shall be default in any of the above notes, or after conditions broken, by sale of said property to pay same just as though the said Harrell and Cox had executed a mortgage on said property with power of sale under Section 2483 of the Code of 1892, under the terms and provisions of Section 2484 of said Code.

In testimony whereof, I have hereunto set my hand and affixed my seal, this the 15th day of June A.D. 1905.

W. C. Alsworth. (SEAL)

State of Mississippi)

:SS

County of Madison)

Personally appeared before me, F. C. McAllister, A Clerk of the Chancery Court, in and for said County and State, the within named W. C. Alsworth, single, who acknowledged, that he signed and delivered the foregoing deed on the day and year therein set forth as his own act and deed and for the purposes and considerations therein mentioned.

Given under my hand and seal of office this the 16th day of June A.D. 1905.

F. C. McAllister

Chancery Clerk.

By W.O. Baldwin

Deputy Clerk.

No. 2739.

J. R. Parsons et al.
Ex Parte-

(Final Decree- Minute Book No. "7"-Pg 186.)

This day this cause came on to be heard upon Petition, Exhibits and Depositions, and it appearing to the Court that D. W. E. Parsons, now deceased, in his lifetime bargain and sold to his son, J. R. Parsons, the land in Madison County, Mississippi, described and sold to his son, J. R. Parsons, the land in Madison County, Mississippi, described as:-

W₁ SE₁ and 20 acres off of the West side of 60 acres off of the South End of the E₁ of SE₁ of Sec. 20..... The NW₁ less 12 acres in the SW-Corner, the NW₁ of the NE₁ and 6 acres in the NW Corner, of NE₁ of NE₁ Sec. 29;

And 6 acres in the NE-Corner of the NE₁ of Sec. 30- All in Town. 9 Range 2 East. and attempted to convey the same by deed which is now recorded in Deed Book "NNN", Page "498", thereof in the Office of the Clerk of this Court, but that in the preparation of said deed, the scrivener thereof erroneously described a part of said land as being in the SW₁ of Sec. 29, instead of the NW₁ thereof, that was error was unintentional both on the part of the scrivener and of the grantor, that the interest of the said D.W.E. Parsons in all the land so owned by him passed by his will, which has been proven and admitted to probate by Order of his Court, to his wife, Mrs. Mary D. Parsons, and to his children as follows:- Mrs. Mallie M. Harrel, Miss Lillie Parsons, Miss Mary D. Parsons, J. R. Parsons, David C.L. Parsons, Maggie S. Parsons, and James A. Parsons, all of whom join in the petition in this cause, which seeks to correct and reform said deed so as to make it conform to the intention of the said D.W.E. Parsons, when executed by him and the Court being fully satisfied, both as to the intention of the said Grantor to properly describe the said lands in the deed executed by him as aforesaid, and that the interest of his heirs and legatees will be served thereby. It is ordered, adjudged and decreed as follows:-

The Clerk of this Court is hereby appointed a Special Commissioner and is hereby directed to place on the margin of said deed, the description both in said deed and in the record thereof, and to make it read "NW₁" instead of "SW₁" as it pertains to the lands described therein as being in Sec. 29 and that he endorse on the margin of said deed, and the record thereof, that said change is made by authority of this Decree which shall be recorded in the records of deeds and shall be referred to by Book and Page- Final Record of the proceedings in this Cause shall not be made, the record of this Decree in the deed records to be in lieu there. It is further ordered that the costs of this proceeding be paid by the Petitioners.

Ordered, Adjudged and decreed, this the 15th day of May A.D. 1905.

Robt. B. Mayes
-Chancellor-

Elizabeth T. Smith
M. A. Smith.....
Garner J. Smith...
Lila Adams.....
To/ Deed.....
Thomas Douglass....

Filed for Record June 16-1905 at 4 P.M.

Recorded June 19-1905.

For and in consideration of the sum of Fifteen Hundred and Fifty six and 29/100 (\$1556.29) Dollars, cash in hand paid us by Thomas Douglass and his wife, Edie Douglass, the receipt of which is hereby acknowledged, we hereby Release and forever Quit Claim all our rights, title and interest in the following described property, to Thomas Douglass and his wife, Edie Douglass, said property lying and being situated in the County of Madison, State of Mississippi, to-wit:-

SW₁ Sec. 33, T. 10. R. 4, East.
Containing about One Hundred and Sixty (160) acres of lands, and

E₁ SE₁ Sec. 32. T. 10. R. 4 East.

Containing about Eighty (80) acres of land.
Forty (40) acres of land, more or less, being all the land on the North side of the Canton and Carthage road via Sharon, Mississippi, off North end of W₁ of NE₁
Sec. 5. T. 9. R. 4 East.

Witness our signatures, this the 3rd day of May A.D. 1905.

Elizabeth T. Smith.
Mrs. M. A. Smith.
Garner J. Smith.
Lila Adams.

State of Mississippi...)

:-SS

County of Madison....)

Personally appeared before me, R.S. Powell, a Notary Public in and for the City of Canton, said County and State, the within named, Mrs. M. A. Smith, Elizabeth Smith and Garner Smith, who acknowledged that they signed and delivered the foregoing deed on the day and year herein mentioned as their act and deed.

Given under my hand and official seal, this the 13th day of May A.D. 1905.

R.S. Powell-

-Notary Public- (SEAL)

State of Mississippi...)

:-SS

Lauderdale County....)

Personally appeared before me, B. J. Carter, A Notary Public for Meridian, in said County and State, Mrs. Lila Adams, who acknowledged that she signed and delivered the within deed on the day and year therein stated as her act and deed.

Given under my hand and official seal, this the 18th day of May 1905.

B. J. Carter,

-Notary Public- (SEAL)

Pioneer Trust Company..... Filed for Record June 15 1905 at 8 A.M.
 By F. C. Miller, Vice Pres.)
 To Release..... Recorded June 19 1905.
 Richard Smith.....)

Whereas, The North American Trust Company, conveyed by mortgage deed to Richard Smith on May 22 1902, which deed was recorded on June 2 1902 in the Chancery Clerk's Office at Canton, Madison County, Mississippi, in Book "HHH" - Page "339", and the grantors in said deed of conveyance having retained a lien over the land therein conveyed, being the E $\frac{1}{2}$ of NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 28, Town 7, North Range One (1) East, Madison County, Mississippi, which said lien has been transferred to the Pioneer Trust Company, the obligation having been paid in full, the receipt of which is hereby acknowledged, we hereby authorize the Chancery Clerk of the said County and State aforesaid to satisfy of record said lien above referred to.

In Witness Whereof, the said Pioneer Trust Company has caused these presents to be signed by its Vice President and attested by its Secretary and its corporate seal to be hereunto affixed - this NINTH day of JUNE A.D. 1905.

Pioneer Trust Company.

By F.C. Miller, Vice President.

Attest:-

H. C. Schwitzgebel.
Secretary.

State of Missouri.....

:--SS

County of Jackson.....

Personally appeared before me, John J. O'Keefe, A Notary Public within and for said County and State, the within named F.C. Miller, Vice President, of the Pioneer Trust Company, and H.C. Schwitzgebel, Secretary of said Corporation, who acknowledged that they signed and delivered the foregoing deed of Release on the day and year therein mentioned.

Given under my hand and Notarial seal, this Ninth day of June A.D. 1905.

John J. O'Keefe

Notary Public in and for the County of Jackson,

State of Missouri

--My Commission expires June 11th 1906.

(SEAL)

Canton Oil Mill Company.... Filed for Record June 20 1905 at 10 A.M.
 To Deed Trust.....
 B.L. Roberts, Trustee.....: Recorded June 20 1905.
 To Secure/ Miss. State Ek.)

This Indenture - Made and entered into this the 19th day of June A.D. 1905 by and between Canton Oil Mill Co., party or parties of the first part, and B.L. Roberts, party of the second part, and Mississippi State Bank, party of the third part. Witnesseth: - That the said party or parties of the first part is or are indebted to the party of the third part in the sum of Fifty Thousand Dollars, evidenced by 10 notes this date, due on or before June 19/22 1910, amount \$50.000.00 each note payable to the Mississippi State Bank, or Bearer, bearing interest at 6% per annum from date and payable annually. The words "on or before" mean that the drawers of said notes may pay part or all of them at any June 19th. This Deed of Trust also secured a floating debt of \$14,000.00 due Mississippi State Bank, each of said notes bearing interest after their respective maturities at the rate of ten percent per annum, and 10 percent attorney's fees, if placed in the hands of an attorney for collection after maturity, or after they have been declared due and payable hereunder.

And that, whereas, said party of the third part have undertaken and promised to supply the said party or parties of the first part money to the amount of One Dollar, or more if agreed upon.

And, that, whereas, the said party or parties of the first part is or are desirous of securing the said party of the third part the prompt payment of the indebtedness secured hereby and interest at the maturity or maturities thereof and the advances and supplies, on or before their maturity or maturities.

Now, Therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part to the said party or parties of the first part (the receipt whereof is hereby acknowledged), the said party or parties have granted, bargained, and sold and by these presents, do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the Counties of Madison and Yazoo in the State of Mississippi, to-wit: - The entire interest of said party or parties of the first part in all the rents, increases, issues and profits arising from or growing out of the property hereinafter described or not described during the existence of the indebtedness secured hereby, or any part thereof. And also,

That parcel of land in or near Vaughans situated in Yazoo County Miss., being a portion of the SE $\frac{1}{4}$ Sec. 12. T. 11. R. 2 E., to-wit: - Commencing at a point 50 ft. N. of the NE Corner of lot now owned by M.C. Ewing, but formerly owned by S. J. Pepper, thence North along the West line of the land now owned by the I.C.R.R. Co., 420 ft. thence West 210 ft., thence due south 420 ft., thence East 210 ft., to the point of beginning, with all of the appurtenances thereon.

Also the following property in Madison County, State of Mississippi, to-wit:

(Continued on Next Page)

That certain property being $23\frac{1}{2}$ acres off of the E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 7, T. 9. R. 3 East, lying east of the I.C.R.R. being all that part of said E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ that lies East of said R.R. also that other certain tract of land adjoining the above described, as follows:- All that portion of N $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 7. TR. 9. R. 3 East, that lies W. of the Canton and Mores Bluff Road, together with all the appurtenances thereon, also one acre in SW Corner E $\frac{1}{2}$ SE $\frac{1}{4}$ East of Canton and Camden Road in Sec. 32. T. 10. R. 3 East, situated in Madison County, State of Mississippi, with all of the appurtenances thereon.

Also the following described lot of land situated in Deasonville, Yazoo County, and State of Mississippi, to-wit:-

A certain lot of land, upon which is situated the steam Gin and Grist Mill at Deasonville, in Yazoo County, Miss., and described as follows:-

Beginning at the NW Corner of E $\frac{1}{2}$ of NE $\frac{1}{4}$... Sec. 21. T. 11. R. 2 East, thence running due East a distance of 220 (220) ft., thence running due South a distance of 594 ft., thence running due West a distance of 220 ft., thence running due North a distance of 594 ft., to the place of beginning, containing 3 acres.

Also the following described property lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

A lot of land in the Town of Sharon known as the Sharon Mill and Gin Lot, which Lot is 194 feet East and West, and 122 feet North and South, and described as beginning at a point 76 feet North of an iron post set in the ground near the intersection of the Canton and Stump Bridge Road and in the ground of the Sharon and Canton Road by E. F. Divine as a corner to the tract of land sold by him to U. H. Farmer, and running thence West 194 feet, and thence North 122 feet to a stake, and thence East 194 feet to the Lot known as Mac Beard Lot, and thence South along the line of said Lot 122 feet to the point of beginning, being in Sec. 1. T. 9. R. 3 East, and being the property conveyed to P.M. Pace by C. Adams, John F. Divine, and J.M. Pace by Deed Recorded in Book "TMM" Page "359" in the Chancery Clerk's Office for said County and being the only Mill and Gin Lot formerly owned by Paul M. Pace.

The above mentioned properties and real estates is all the real estate owned by the parties of the first part in the Counties of Yazoo and Madison, Mississippi, it being their intention to include in this Deed Trust all the real estate they own in said Counties. The parties of the first part as further security for the above note, offer any money that they may now or hereafter owe the Mississippi State Bank, whether said debt is in the shape of an overdraft, note or otherwise, transfer and assign to the Mississippi State Bank all the cotton seed and its products that they may now own or may hereafter own whether said cotton seed be stored in their Oil Mill or in houses in Canton, Vaughns, Sharon or any other place whatsoever, also all accounts, chases in action, its franchises, privileges, and immunities, also one Oil Tank Car No. 103, also our cotton seed houses situated in Canton, Way and Vaughns, State of Mississippi, also all the gin machinery of every description now situated on the Gin Lot in Canton, formerly owned by Carroll Smith, deceased, including 2 boilers, 1 engine, and every other kind of machinery connected with it, and also the lease of a certain Lot given by Mrs. M.A. Smith, Elizabeth T. Smith, Lila Adams, and Garner J. Smith to R.E. Bacon, on June 15th 1905, and transferred by R.E. Bacon to The Canton Oil Mill Co.,

This transfer and Deed Trust are to remain in force as long as the parties of the first part owe The Mississippi State Bank, either this year or the following year or years.

This paper is part and parcel of this D/T to which it is attached. The above described property belongs to the party or parties of the first part, and to no one else, and there is no lien on same or any part thereof except this lien, unless otherwise mentioned in this instrument, and said property is all the property of such description or kind whatsoever owned by the said party or parties of the first part.

To have and to hold the same unto the said party of the second part, his heirs, executors and assigns, and the successors to him forever, in trust, nevertheless, upon these terms and conditions, that is to day:- If the said party or parties of the first part shall fail or refuse to pay the said party of the third part, and its assigns, the amount of the indebtedness secured hereby on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges on this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before a door of the Court House, in the City of Canton, at public auction, to the highest bidder for cash, after giving one day's notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part, or the successor of him, shall first pay the costs and charges of this Deed and of said sale, and then pay to the said party of the third part, or its assigns, the amount of the indebtedness secured hereby and all interest due thereon: and if then there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party or parties of the first part, or assigns of said party or parties of the first part. It is understood and agreed by and between the parties to this deed, that should the amount furnished as aforesaid at any time exceed the aforesaid sum of One Dollar, said excess shall be, and the same is, hereby secured under this Deed of Trust, and if the said party or parties of the first part shall well and truly pay the amount of the indebtedness secured hereby and all interest thereon, and costs and charges of this deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void.

Should any of the indebtedness secured hereby be ever renewed, or merged, then such renewals or mergers shall be and are hereby secured the same as if particularly written herein.

The said party or parties of the first part covenant and promise to keep the buildings upon said property insured against loss by fire in the sum of not less than Thirty-Five Thousand Dollars, in a Company acceptable to said party of the third part, with the loss clause payable to said party of the third part, or its assigns; and said party or parties of the first part covenant to pay when due all legal taxes assessed against said property.

(Continued on Next Page)

Should said party or parties of the first part not keep said property insured as aforesaid, or should said party or parties of the first part fail to pay said taxes as aforesaid, then the said party of the third part, or assigns, can in their option issue said property or pay said taxes, and the sums of money so paid out shall be and are hereby secured by this Deed of Trust upon said property hereby conveyed, and such moneys shall bear interest from the time of such payment at the rate of 10 per cent per annum. Said B.L. Roberts, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of the promissory notes or other form of indebtedness secured hereby when due, or said party or parties of the first part fail to perform or discharge any other obligations herein, said party of the third part, or their assigns, can in their option, without notice to said party or parties of the first part, declare all or any part of the notes or other form of indebtedness secured hereby due and payable, whether so by their terms or not.

It is further understood and agreed by the parties hereto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then, the said party of the third part, or its assigns, shall, in writing appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said B.L. Roberts, Trustee, aforesaid.

All alterations and interlineations made before signing.
In testimony whereof, The said party or parties of the first part hereunto set his or their hands and seals on the day and year first above written.

Canton Oil Mill Company (SEAL)

By Peter Trolio - President (SEAL)

Canton Oil Mill Company (SEAL)

By L. Foot - Treasurer (SEAL)

State of Mississippi....)

-SS

Madison County.....)

Personally appeared before me, the undersigned, Notary Public of said County, the within named Peter Trolio - Pres. and L. Foot, Treasurer, of the Canton Oil Mill Company, who acknowledged that they seal officially, signed, sealed and delivered, the foregoing Deed on the day and year therein mentioned.

Given under my hand and official seal, at office, this 19th day of June A.D. 1905
E.A. Howell - Notary Public

(SEAL)

-My Com. Expires Sept. 26/06.

B. L. Roberts.)
To/ Deed,.....:-
L. Foot.....)

Filed for Record June 22-1905 at 9 A.M.

Recorded June 22-1905.

In consideration of Two Thousand Dollars (\$2,000.00) cash in hand paid me by Lawrence Foot, the receipt of which is hereby acknowledged, I, B. L. Roberts, do hereby convey and warrant specially unto Lawrence Foot, an undivided 1/2 interest in the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:

Lots 87, 89, 91 and 93 on the South side of Peace Street and Lots 74, 76, 78 and 80 on the North side of Academy St., according to the Map of the City of Canton prepared by George and Dunlap.

Witness my hand and seal, this the 22nd day of June A.D. 1905.

B.L. Roberts. (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 B.L. Roberts, 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 22nd day of June A.D. 1905.

Harry T. Huber

-Notary Public (SEAL)

-My Commission Expires January 28th, 1908.

W. H. Powell..)

Filed for Record June 22-1905 at 9 A.M.

To/ Deed....:-
L. Foot.....)

Recorded June 22-1905

In consideration of Twelve Hundred Dollars (\$1200.00), cash in hand paid me by L. Foot, the receipt of which is hereby acknowledged, I, W.H. Powell, do hereby convey and warrant especially until L. Foot, an undivided 1/2 interest in the following described lands, lying, being and situated in the County of Madison, and partly in the City of Canton, State of Mississippi, to-wit:-

Lots Numbers 83 and 85 on the South side of Peace Street and Lots Numbers 70 and 72 on the North side of Academy Street, according to the map of said City prepared by George and Dunlap and known as the Canton Male Academy.-Property.

Witness my hand and seal, this the 22nd day of June 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, and 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, this the 22nd day of June A.D. 1905.

Harry T. Huber- (SEAL)

--Notary Public-

--My Commission Expires January 28th, 1908

C. A. Young.....)

Filed for Record June 20-1905 at 2 P.M.

Ina I. Young.....)

Recorded June 22-1905.

Ruby Y. Coleman.....:-

A.P. Coleman.....)

State of Mississippi)

To/ Deed.....)

:-SS

Robert J. Castens.....)

Madison County.....)

For and in consideration of the sum of Fifteen Hundred Dollars, cash in hand, paid to us by Robert J. Castens and his wife, S. Castens, and the further consideration of the execution and delivery by them to Mrs C.A. Young of their two promissory notes, each for \$250.00, dated May 4th, 1905, bearing no interest, one due Jan. 1906 and the other due Jan. 1st, 1907, we convey and warrant to them the house, improvements, and lot, or parcel of land in the Town of Madison, said County, and State, and which is more particularly described as follows, 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 the E₁ of NE₁ and the W₁ of NE₁ of Sec. 8. T. 7. R. 2 East, and running thence north 25 and 45 east 15.83 chains, and thence west 45 and 15 north 12.12 chains, and thence south 25 and 15 west along the right of way of the I.C.R.R. 25.33 chains, and thence east along said dirt road 12.68 chains to the point of beginning, being partly in the E₁ and partly in the W₁ of the NE₁ of Sec. 8. T. 7. R. 2 East, and estimated to contain 24.63 acres, more or less, and being the same land as was deeded to C.E. Young by R. C. Lee and Ella J. Lee by Deeds recorded in Books "WW"- Page "73"- and "AC"- Page "46", and the same as was deeded by us to M.M. Cloud by deed recorded in Book "NNN"- Page "482".

The Vendor's Lien is expressly retained on said land to secure the payment of the two notes in favor of Mrs. C. A. Young, and on default of the payment of either of said notes when due, the right is reserved to then advertise and sell the land for the payment of the notes without the necessity of any Court procedure to make said sale.

Witness our signatures, on this, 4th day of May A.D. 1905.

C.A. Young.

Ina I. Young.

Ruby Y. Coleman.

A.P. Coleman.

State of Mississippi..)

:-SS

Neshoba County.....)

This day personally appeared before me, the undersigned Justice of the Peace of said County and State, Miss. Ina I. Young, who acknowledged that she signed and delivered the foregoing instrument on the day and year named therein as her act and deed.

Witness my official signature as J.P., on this, 10th day of May 1905.

Samuel Huston- J.P.

State of Mississippi..)

:-SS

Scott County.....)

This day personally appeared before me, the undersigned, Member of the Board of Supervisors of said County and State, Mrs. C. A. Young, Mrs. Ruby Young Coleman and A.P. Coleman, who each acknowledged that they signed and delivered the foregoing instrument on the day and year named therein as their act and deed.

Witness my official signature as M.B. S., this 18th day of May 1905.

R. O. Rogby-

-M.B.S.-

City of Canton... Filed for Record June 21 1905 at 11 A.M.
 To / War. Deed...
 W.H. Powell.... Recorded June 22 1905.

Notice of Sale of Canton Male Academy Lots
 Posted at the Court House in Canton, Miss., on 8th day of June 1905.

By virtue of the order of the Board of Mayor and Aldermen of the City of Canton, Miss., passed and adopted on the 7th day of June A.D. 1905, which order is recorded in Minute Book No. 2 on Pages "116" and "117" of the Minutes of said Board in the Clerk's Office for said City, I, S.A. Smith, Marshal of said City, named in said order to execute and enforce the same, will, on the 20th day of June, A.D. 1905, between the hours of 11 A.M. and 4 P.M. o'clock, before the South door of the Court House in Canton, Mississippi, sell at public auction, to the highest bidder, for cash, the following described land, lying, being and partly situated in the City of Canton, County of Madison, State of Mississippi, to-wit:-

Lots Nos. 83 and 85 on the South side of Peace Street and Lots 70 and 72 on the North side of Academy Street, east from Court Square, according to the map of said City prepared by George and Dunlap, known as the Canton Male Academy Building and Lots.

Witness my signature, this the 8th day of June A.D. 1905.

S. A. Smith.

Marshal of the City of Canton, Mississippi

Whereas, on the 7th day of June 1905 the Board of Mayor and Aldermen of the City of Canton, Mississippi, passed and adopted the following order, to-wit:

Upon motion the following resolution was adopted:-- By virtue of an act of the Legislature of the State of Mississippi, approved, March 16th, 1904, which act is published in the Laws of said State 1904 on Page. "223" and, "234" being Chapter "184" said acts, or laws:-- The Board of Mayor and Aldermen of said City were authorized and empowered to sell in the manner and upon such terms as in the opinion of a majority of said Board of Mayor and Aldermen may seem best. The following described real estate, land or lots, lying, being and situated in the County of Madison, State of Mississippi, and partly within the corporate limits of the City of Canton and known as the "Canton Male Academy Building and Lots", and described on George and Dunlap's present map of said City of Canton as Lots Numbers 83 and 85 on the South side of Peace Street and east from Court Square and lots Numbers 70 and 72 on North side of Academy Street.

And whereas, in the opinion of all the members of said Board (all of the members being present) it is best to sell said lands as a whole and in-solido, at one time, for cash, at public auction; and whereas by said act, it is provided that the deed conveying said property shall be signed by the Mayor and Clerk of said Board, and that said Board might appoint the City Marshal to conduct such sale:-- Therefore, it is now ordered by said Board of Mayor and Aldermen of the City of Canton, Miss., that said above described lots and property, be sold as a whole, and in-solido, at public auction, before the south door of the Court house in said City, to the highest bidder, for cash on Tuesday, the 20th day of June A.D. 1905, between the hours of 11 A.M. and 4 P.M. of said day. That S.A. Smith, the Marshal of said City, is hereby appointed to conduct said sale, which he shall make after giving notice thereof by posting a written or printed notice of said sale, one at the Court house door in said City, and one at the Post Office in said City, for not less than (10) TEN days prior to the day for said sale.

Should said property sell for (\$2250.00) Twenty-Two Hundred and Fifty Dollars, then the said W. N. Yandell, Mayor of said City and B. Maas, Clerk of the Board of Mayor and Aldermen, of said City are hereby directed, empowered and instructed, to convey and warrant unto such purchaser by a proper instrument in writing by and in the name of said City, of Canton, all said Lots, upon payment by him of the sum so bid for said property into the Treasury of said City.

All orders of this Board in conflict with this order are hereby repealed. No bid for less than (\$2000.00) Two Thousand Dollars shall be accepted by said Marshal. The foregoing preamble and resolution and orders were considered by the entire Board of Mayor and Aldermen of the said City of Canton at a regular meeting this 7th day of June, A.D. 1905. All members being present and voting for same.

It is further ordered by the Board, that all of the foregoing be entered upon the Minutes of said Board as a part of said Minutes, this June 7th, 1905, which was spread upon the Minutes of said Board in Book No. 2 Pages "118" and "117" as required by law. And whereas, said S.A. Smith did in compliance with said order on the 8th day of June, 1905, advertise said property for sale by posting written notices thereof, one at the Court house, and one at the Post Office, in said City, copies of which notice are made part hereof. And whereas on this the 20th day of June 1905, before the south door of the Court house, at the hour of 12:05 P.M. he did offer said property for sale at public outcry to the highest and best bidder for cash in the manner and form and at the place provided by law and said order and said notice, when W.H. Powell appeared and bid therefor the sum of Twenty-Three Hundred Dollars, cash, which was the highest and best bid for cash and said property was knocked off to said W.H. Powell and he declared to be the purchaser thereof; and whereas the said W. H. Powell has paid said sum in cash into the treasury of said City, the receipt of which is hereby acknowledged, and whereas the law and said order have been fully complied with, both preceding and subsequent, to said sale by all parties, and by the declaration, the said City of Canton, Mississippi, its officers, Agents and Attorneys, forever estops itself and themselves from asserting the contrary, and whereas, said Bid and sum paid as aforesaid by said Powell, is more than Twenty-Two Hundred and Fifty Dollars, and it is unnecessary, under the law and said order, to refer the

(Continued on Next Page)

matter back to the said Board of Mayor and Aldermen for any further action; Now, therefore, in consideration of the premises and of the payment of said sum bid into the said City Treasury, the receipt of which is hereby acknowledged, the said City of Canton, Mississippi, in incorporated under the laws of said State, by W.M. Yandell, its Mayor and B. Maas, its Clerk, does hereby convey and warrant unto the said W.H. Powell forever the following described lots of lands lying, being and situated in Madison County, Mississippi, and partly in said City to-wit:-

Lots Nos. 83 and 85 on the South side of Peace Street and Lots Nos. 70 and 72 on the North side of Academy Street according to the Map of said City prepared by George and Dunlap and known as the "Canton Male Academy Property".

In witness whereof the name of said City is signed and its corporate seal attached by its Mayor and Clerk this the 20th day of June A.D. 1905.

City of Canton, Miss.,

By W.M. Yandell - Mayor.

City of Canton, Miss.

By B. Maas, Clerk

Seal of City of Canton

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, W.M. Yandell, Mayor and B. Maas, Clerk, of said City who severally acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as the act and deed of the City of Canton, Mississippi.

Witness my signature and official seal, this the 21st day of June A.D. 1905.

Harry T. Huber (SEAL)

--Notary Public--

--My Commission Expires January 28th, 1908.

W. H. Powell.....)

Filed for Record June 22-1905 at 9 A.M.

To Deed.....:-

B.L. Roberts....)

Recorded June 23-1905.

In consideration of Twelve Hundred Dollars (\$1200.00), cash in hand, paid me by B.L. Roberts, the receipt of which is hereby acknowledged, I, W. H. Powell, do hereby convey and warrant specially unto B.L. Roberts, an undivided 1/2 interest in the following described lands, lying, being and situated in the County of Madison, and partly in the City of Canton, State of Mississippi, to-wit:-

Lots Numbers 83 and 85 on the South side of Peace Street and Lots Numbers 70 and 72 on the North side of Academy Street according to the map of said City prepared by George and Dunlap and known as the "Canton Male Academy Property".

Witness my hand and seal this the 22nd day of June, 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 herein mentioned as his own act and deed.

Given under my hand and official seal, this the 22nd day of June A.D. 1905.

Harry T. Huber

--Notary Public--

--My Commission Expires January 28th, 1908.

Jane Semmes-Posey.....) Filed for Record June 21 1905 at 12 M.
Matilda Semmes.....)
St. Cecilia Academy..... Recorded June 23 1905.
To / Deed.....)
B. L. Roberts.....)

In consideration of the sum of Fourteen Hundred and Seventy-Five Dollars, cash in hand paid us by B.L. Roberts, the receipt of which is hereby acknowledged, we, Jane Semmes Posey and Matilda Semmes and the St. Cecilia Academy, a corporation under the Laws of the State of Tennessee, which corporation signs and executes this deed by Sister Mary Bertrand (Alice Veronica Semmes) who is duly and legally authorized by the laws of said State and by the Charter of incorporation and by Laws of said Corporation to do so, do hereby convey and warrant unto the said B.L. Roberts forever the following described lands, in Madison County, State of Mississippi, to-wit:-

Lot One, in the division of Hunnicutt and Semmes lands, describes as:-

Beginning at a point on the South side of Peace Street 6.86 chains, east of the N.W. Corner of Lot 8 in Walton's Addition to Canton and running thence south 13.03 chains and thence east 2.97 chains and thence North 13.03 chains, and thence west 2.97 chains to the beginning, lying between Peace and Academy Streets.

In witness whereof the said Jane and Matilda do now subscribe their names and
the said St. Cecilia Academy does now sign its name by Sister Mary Bertrand, (Alice
Veronica Semmes) and attach its seal, after having been duly and legally authorized
to do so, this the 11th day of May A.D. 1905.

Jane Semmes Posey (SEAL)
Matilda Semmes (SEAL)
Saint Cecilia Academy (SEAL)
By Sister Mary Bertrand (SEAL)
(Alice Veronica Semmes) (SEAL)

State of Mississippi

-----SS
Yazoo County.....)

Personally appeared before me, S.S.Griffin, Clerk of the
Chancery Court, in and for said County and State, Jane Semmes Posey, who acknowledged
that she signed, sealed and delivered the foregoing instrument of writing on the day
and year therein mentioned as her own act and deed.

Witness my signature and official seal, this the 16th day of May A.D. 1905.

S.S. Griffin (SEAL)
--Chancery Clerk--

State of Tennessee.)

County of Hamilton.)

Personally appeared before me, Bruce Forshee, A Notary Public in and for said County and State, Matilda Semmes, who acknowledged that she signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as her act and deed.

Witness my signature and official seal, this the 19th day of May A.D. 1905.

Bruce For shee (SEAL)
--Notary Public--

State of Tennessee)

~~50000 01 1011055666~~

Personally appeared before me, Bruce Forshee, A Notary Public
in and for said County and State, Sister Mary Bertrand (Alice Veronica Semmes),
who is the agent of the St. Cecilia Academy, a corporation under the laws of said
State, who acknowledged that she signed, sealed and delivered the foregoing instru-
ment of writing on the day and year therein mentioned as the act and deed of the
St. Cecilia Academy of said State.

Witness my signature and official seal, this the 19th day of May A.D. 1905.

Bruce Forshee (SEAL)

My Commission Expires 25th day of October A.D. 1905

L. Foot.....)

Filed for Record June 22-1905 at 9 A.M.

To/ Deed.....:-

B.L. Roberts....n)

Recorded June 23-1905.

In consideration of One Thousand Dollars (\$1,000.00), cash in hand paid me by B.L. Roberts, the receipt of which is hereby acknowledged, I, Lawrence Foot, do hereby convey and warrant specially unto B.L. Roberts, an undivided 1/2 interest in the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

Lots Nos. 95 and 97 on the South side of Peace St. and Lots Nos. 82 and 84 on the North side of Academy St. according to the Map of the City of Canton prepared by George and Dunlap, this being the same lot of land as deeded to me by W. H. Powell under deed recorded in Book "JJJ"- Page "534" in the Chancery Clerk's Office of said County.

Witness my hand and seal, this the 22nd day of June A.D. 1905.

L. Foot-

(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 Lawrence Foot, 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 22nd day of June A.D. 1905.

Harry T. Huber, (SEAL)

--Notary Public--

My Commission Expires January 28th, 1908.

Martin N. Arnold.....)

Filed for Record June 21-1905 at 11 A.M.

Florence A. Arnold....)

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

Recorded June 23-1905.

Alma S. Levy.....)

In consideration of Fifty-two Hundred and Fifty Dollars, cash in hand paid us by Alma S. Levy, the receipt of which is hereby acknowledged, We, Martin N. Arnold and Florence A. Arnold, do hereby convey and warrant unto Alma S. Levy forever the following described property lying, being and situated in the City of Canton, Madison County, State of Mississippi, to-wit:-

Commencing at the SW Corner of H. Gwinner's Lot on the North side of Peace Street and running thence North 200 feet to a stake, thence west 103 feet to a stake, thence 200 feet south to a stake and thence along the north margin of Peace Street 103 feet to the point of beginning. Said Lot is further described as:-

Lot No. 52 on the North side of Peace Street according to the map prepared by George and Dunlap, a copy of which is filed in the Chancery Clerk's office for Madison County.

Witness our hands and seals, this the 21st day of June A.D. 1905.

Martin N. Arnold.

Florence A. 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 Martin N. Arnold and Florence A. Arnold, 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 21st day of June A.D. 1905.

Harry T. Huber

--Notary Public-- (SEAL)

Mrs. Elizabeth Stewart...)
 Sam Stewart...)
 Garfield Stewart...)
 Lucy Stewart...)
 Stephen Stewart...
 J. C. Stewart...
 J. A. Stewart...
 Mrs. Susie Gober...
 Mollie E. Terry...
 To/ Deed...
 W. E. Evans....)

Filed for Record June 23 1905 at 8 A.M.

Recorded June 23 1905.

Whereas, on January 21st, 1902, Z. Stewart and his wife, conveyed to Anna C. Evans by Deed recorded in Book "NNN" - Page "473" in the Chancery Clerk's Office for Madison County, Mississippi:-

The $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ less 5 acres off NW Corner thereof and 5 acres off NW Corner of N $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 25. Town. 12. Range 5 East, when in fact they intended to convey and she intended to purchase the land hereinafter described and whereas the said Anna C. Evans has since died, leaving as her only heir, Will E. Evans, and the said Z. Stewart has since died, leaving the following Grantors as his only heirs. Now, therefore, in consideration of the premises and One Dollar cash in hand paid us by said Will E. Evans, the receipt of which is hereby acknowledged, and to correct the said error, we, the only heirs of Z. Stewart, deceased, do hereby convey and warrant unto the said Will E. Evans the following described lands in Madison County, State of Mississippi, to-wit:-

N $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ less 5 acres off NW Corner thereof, and 5 acres off NW Corner of SE $\frac{1}{4}$ Sec. 25. Town. 12. Range 5 East.

Witness our hands and seals, this the 27th day of March A.D. 1905.

Mrs. Elizabeth Stewart Her x Mark (SEAL)
 Sam Stewart (SEAL)
 Garfield Stewart (SEAL)
 Lucy Stewart (SEAL)
 Mrs. Susie Gober (SEAL)
 Stephen Stewart (SEAL)
 J. C. Stewart (SEAL)
 J. A. Stewart (SEAL)
 Mollie E. Terry (SEAL)

State of Mississippi...)

:-SS

Madison County....)

Personally appeared before me, W. T. Linn, A Justice of the Peace for said County, the within-named Elizabeth Stewart, wife of Z. Stewart, Sam Stewart, Garfield Stewart, Lucy Stewart, Mrs. Susie Gober, Stephen Stewart, J. C. Stewart, J. A. Stewart, Mollie E. Terry, who acknowledged that they signed 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 30th day of March 1905.

W.T. Linn-

-Justice of the Peace-

--80 acres of Land--

L. Foot.....
To/ Deed.....
Mississippi Company....)

Filed for Record June 23-1905 at 2:30 PM

Recorded June 24-1905.

In consideration of \$560.00, receipt of which is hereby acknowledged, I convey and quit claim to The Mississippi Company the following described lands situated in Madison County, State of Mississippi, to-wit:-
E½ NE½ Sec. 24. T. 12. R. 3 East.

Witness my signature, this the 23rd day of June 1905.

L. Foot.

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

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court, State of Mississippi, Madison County, the within named L. Foot, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned.

Given under my hand this the 23rd day of June 1905.

F. C. McAllister Clerk.

By W. O. Baldwin D. C. (SEAL)

Wm. Green, Sr....)
To/ Deed.....
L. Foot....)

Filed for Record June 23-1905 at 2:30 PM

Recorded June 24-1905.

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

80-acres-of-Land

In consideration of Five Hundred and Sixty Dollars (\$560.00), cash in hand paid, the receipt of which is hereby acknowledged, I convey and warrant to L. Foot, the following described land, situated in Madison County, Mississippi to-wit:-
The East half of the North-east Quarter (E½ of NE½)... Sec. 24. T. 12. R. 3 E.

Witness my signature, this the 19th day of June 1905.

Wm. Green, Sr.: His X Mark.

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

SS
Personally appeared before me, A Notary Public in and for said County and State, the within named Wm. Green, Sr., who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year herein mentioned.

Given under my hand and seal, of office, this 19th day of June 1905.

L. Bridgforth, (SEAL)

--Notary Public--

Patience Harris....)

To/ D. T.)

W.F. Prosser, Trustee:-

Use J.B. Yellowly)

Filed for Record June 23-1905 at 8 A.M.

Recorded June 26-1905.

This Trust Conveyance Witnesseth:— That whereas Patience Harris, the Grantor owes J. B. Yellowly, the beneficiary, \$59.50 evidenced by her note of even date and due Oct. 15th, after date, — Now to secure all said indebtedness and interest and in consideration of \$10.00 received from W. F. Prosser, the Trustee said Grantor conveys to said Trustee that land and personality in the County of Madison, and State of Mississippi, described as said grantors entire interest in all crops and agricultural products raised by her and any person or persons, she may employ during the year 1905, on land belonging to her, or, any other land she may cultivate and the following described real estate:

Lots One, Two, Three and Four (1, 2, 3, & 4) Block Ninety, 190, First Addition to, Ridgeland as laid down on plat now on file in the Office of the Chancery Clerk at Canton, Miss., In trust to be void if said grantor pays all said indebtedness and interest at maturity, and costs of this conveyance, in default of which payment 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 sell it, or so much of it as may be necessary at Ridgeland, Miss., for cash to the highest bidder, after giving 10 days' notice of the time, place and terms of sale, with description of the property to be sold by posting in writing in 3 public places in Madison County, and make valid conveyances to purchasers and from proceeds of such sale, he shall first pay costs of his conveyance, then retain his own reasonable commissions, then pay said indebtedness and any balance to said grantor.

Witness the signature of said grantor, this the 1st day of February 1905.

Patience Harris His X. Mark.

State of Mississippi....)

:-SS

Madison County.....)

Personally appeared before the undersigned officer, the within-named Patience Harris, 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 first day of February A.D. 1905.

P.L. Porter.

Mayor & Ex-Officio J.P.

Margaret A. Martz.)

Minnie Lou Martz.)

To/ Deed.....)

William M. Law....)

Madison County....)

State of Mississippi:-

Filed for Record June 26-1905 at 8 A.M.

Recorded June 27-1905.

For and in consideration of the sum of Four Hundred Dollars, cash in hand, paid to us by William M. Law of Demopolis, Ala., we hereby convey and warrant to him the following lot or parcel of land situated in the City of Canton, said County and State, to-wit:

A Lot 80 Feet by 400 feet, beginning on the west side of South Union Street at the south-east corner of the present enclosed Geo. H. Martz residence lot, said corner being 424 feet north of the corner of Lee and Union Streets, then run south 80 feet, then west 400 feet, then north 80 feet, and then east 400 feet to the point of beginning, being a part of the lot marked "A. Martz" on the map of said City as made by George and Dunlap, and lying immediately south of the residence lot which is now enclosed.

Witness our signatures on this June 17th, A.D. 1905.

Margaret A. Martz.

Minnie Lou Martz.

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, Mrs. M. A. Martz, and Miss Minnie Lou Martz, who each acknowledged that they signed and delivered the above instrument on the day and year therein mentioned as their act and deed.

Witness my hand and seal of office, this June 17th, A.D. 1905.

E. A. Howell.

--Notary Public-- (SEAL)

My Commission Expires Sept., 26th, 1906.

The Mississippi Company.....
 To/ Deed Trust.....
 B.L. Roberts, Trustee.....
 Use/ Mississippi State Bank)

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

Recorded June 27-1905.

This Indenture, Made and entered into this the 13th day of June A. D. 1905, by and between The Mississippi Company, party or parties of the first part, and B.L. Roberts, party of the second part, and Mississippi State Bank, party of the third part, Witnesseth:- That the said party or parties of the first part is or are indebted to the party of the third part in the sum of Seventy-five Thousand Dollars, evidenced by 15 notes this date, each due on or before June 13th-1910- Numbered from No. 1 to No. 15 inclusive, and each note is for \$5000.00 and each bear 6% interest from date and said interest is payable annually... The words "on or before" in the notes mean that the Mississippi Company may at any June 13th pay all, or part of any of the above notes.

Notes Nos. 1 and 2 \$5000.00 each have preference over all the other notes. Each of said notes bearing interest after their respective maturities at the rate of 10 percent per annum, and 10 percent attorney's fees, if placed in the hands of an attorney for collection after maturity, or after they have been declared due and payable hereunder.

And that, whereas said party of the third part have undertaken and promised to supply the said party or parties of the first part money to the amount of One Dollar, or more if agreed upon.

And that, whereas the said party or parties of the first part is or are desirous of securing the said party of the third part the prompt payment of the indebtedness secured hereby and interest at the maturity thereof, and the advances and supplies, on or before their maturity or maturities.

Now, therefore, in consideration of the premises, as well as for and in consideration of the sum of Ten Dollars, in hand paid by the said party of the second part, to the said party or parties of the first part (the receipt whereof is hereby acknowledged), the said party or parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators, and assigns, the following described real and personal estate, lying and being in the Counties of Madison and Yazoo in the State of Mississippi, to-wit:- The entire interest of said party or parties of the first part in and to all the rents, increases, and profits arising from or growing out of the property hereinafter described or not described during the existence of the indebtedness secured hereby, or any part thereof.

The following lands, lying, being, and situated in the City of Canton, County of Madison, State of Mississippi, to-wit:-

Beginning at the point of intersection of the south side of North Street and the West side of the Right of Way of the T.C. R.R. Co., and running thence West along the South side of said North St., 177.4 feet to an iron pin and thence in a Southern direction parallel with the track or right of way of said R.R. 291 feet to an iron pin and thence in an Eastern direction at right angles with said track or right of way 110 feet to an iron pin and thence in a Souther direction parallel with said track or right of way 108 feet to an iron pin and thence in an Eastern direction at right angles with said track or right of way 63 feet to an iron pin which is driven at the Western margin of said track, or right of way, and thence North with the Western line or margin of said track or right of way to the point of beginning.

Also the following parcel of land:- Beginning on the North side of North Street at the South-east Corner of the present residence Lot of Mrs. McMahon and running thence North to the Southern line of the lot of the Union Benevolent Society of Canton. Said society Lot being Lot Two (2) in Couch and Yeargan's Addition to the City of Canton, a map of which Addition is recorded in Book "Q" - Pages "434" and "435" in the Chancery Clerk's Office for said County, and running thence east to the Western margin of the right of way of the Illinois-Central Railroad Company; and thence in a Southern or South-western direction along the said Western margin of said Railroad right of way to North Street and thence west along the North margin of North Street to the point of beginning. Also that lot of land beginning at the North-east corner of said lot No. 2 and at the South-east corner of Lot 3 in said Couch and Yeargan's Addition, which Lot 3 is the M.C.F. Jordan lot, and running thence North to the North-east corner of Lot 13 in said Addition, to the Southern boundary of the lots upon which the wells and power house of the Canton Water Works and Electric Light plant is located; and thence East to the Western margin of the right of way of said Illinois-Central Railroad Company; and thence in a southern or south-western direction along the said Western margin of said Railroad right of way to a point that is thirty-five (35) feet and eight (8) inches East of the South-east corner of said Lot No. 3; and thence due west to beginning. Also that parcel of land described as follows:- Commencing on the North side of Peace Street where said street crosses the Illinois Central Railroad property, thence East along the North line of said street to the western line of the lot formerly owned by Joseph Hargon and commonly known as the Joseph Hargon Lot; thence North to Franklin Street, thence West along the South side of Franklin Street to the Illinois Central Railroad property, thence South along the line of the Illinois Central Railroad property to the point of beginning; less the following described piece of land, to-wit:- Beginning at the South-east corner of the intersection of the right of way of the Illinois Central Railroad with Franklin Street, which point is on the South side of Franklin Street and on the East side of said Railroad right of way, and running thence South on the Eastern margin of said Railroad right of way one hundred feet (100 ft.); and thence East to the western boundary of the Joseph Hargon Lot; and thence North One Hundred (100) feet to Franklin Street; and thence west along the south boundary of Franklin Street to the point of beginning. Also that parcel of land described as follows:- That certain Lot on the North side of Franklin Street beginning at the intersection of the East line of Chestnut Street with the North line of Franklin Street; thence running East along the North side of Franklin Street eighty feet (80ft.) thence north 200 feet - Two Hundred ft. thence west parallel with Franklin Street eighty feet (80); thence south two hundred feet (200 ft.) to place of beginning.

With all the appurtenances of every description whatsoever, whether on top of the ground or underneath the ground on the above land mentioned.

It being the intention of the parties of the first part to include in this instrument all the real estate that they own in the City of Vanton, also in Madison and Yazoo Counties, Mississippi; and as additional security, said parties of the first part do bargain, grant, sell and convey all of its franchise, rights, powers, privileges, and immunities and choses in action.

Also the following described lands, lying and situated in the Counties of Madison and Yazoo, State of Mississippi, to-wit:-

W₁ Sec. 27. T. 12. R. 3 East

Being the land in Madison County- Also:-

38 acres in the NW₁ Sec. 4. T. 11. R. 3 East

S₂ SE₁ Sec. 28. T. 12. R. 3 East

N₂ NE₁ and SW₁ NE₁ SW₁ Sec. 33. T. 12. R. 3 East

S₂ Sec. 32. T. 12. R. 3 East

Being the land in Yazoo County:

NW₁ and NW₂ SW₁ Sec. 34. T. 12. R. 3 East

Being the land in Madison County, State of Mississippi.

The N₂ of the SE₁ Sec. 28. T. 12. R. 3 East

Being in the County of Yazoo, State of Mississippi.

The E₂ NE₁ Sec. 8. T. 11. R. 3 East

Being in Madison County, State of Mississippi.

78 acres in the NW₁ North and West of the

Big Black River in Sec. 31. T. 11. R. 3 East

Being in the County of Yazoo, State of Mississippi.

N₂ of Lots 6 and 7 or the NE₁ SW₁ & NW₁ SE₁. Sec. 11. T. 10. R. 2 East

Being in the County of Madison, State of Mississippi.

Section Sec. 19 and

S₂ Sec. 18. T. 11. R. 3 East

Being in Yazoo County, State of Mississippi.

N₂ Lot 5, Sec. 1. T. 10. R. 2 East, containing 50

acres, more or less. - Being in Yazoo County, Mississippi.

Also the following described land in the City of Canton, County of Madison,

and State of Mississippi, to-wit:-

Beginning at the South-east corner of the SW₁ of Section 24. T. 9 Range 2 East and running thence North 630 feet to a stake and thence West 210 feet to a stake and thence south 630 feet to a stake, and thence East 210 feet to the point of beginning, containing 3 acres of land.

The following described lands, lying, being and situated in the County of

Madison, State of Mississippi, to-wit:-

NW₁ Less the Village of Way as per Plat Recorded in Records-

of Chancery CLK. Madison Co., No. 1.- Page 14 Sec. 6. T. 10. R. 3 East.

W₁ SE₁ and E₂ SW₁ Sec. 31. T. 11. R. 3 East

NW₁ SW₁ Sec. 31. T. 11. R. 3 East

All of W₁ NW₁ that lies south and East of

Big Black River Sec. 31. T. 11. R. 3 East

And all that land that lies between said Section 31 and Big Black River, less one acre sold to Frank Thigpen and less one acre sold Gordon, Baggett and Bacon and less two acres recovered by the I.C. R.R. Co., containing 349 acres more or less.

S₂ Sec. 25. T. 11. R. 2 East situated in

Yazoo County, State of Mississippi

The W₁ of the SW₁ Sec. 26. T. 12. R. 3 East

SE₁ and the E₂ NE₁ Sec. 27. T. 12. R. 3 East

Being in the County of Madison, State of Mississippi

20 acres off NE₁ south of River Sec. 15. And

W₁-NW₁ Sec. 8. And

NE₁ NW₁ less 6 acres of Sec. 20- All in (T. 11. R. 3 E.) in the

County of Madison, State of Mississippi- And

S₂ Lot 4, Sec. 5. T. 7. R. 3 East

And Lot 2 of Sec. 7. T. 7. R. 3 East In the County of

Madison, State of Mississippi

And E₂ E₁ Sec. 19. T. 11. R. 3 East- And

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

Yazoo, State of Mississippi.

And W₁ W₂ Sec. 8. And

W₁ E₁ Sec. 30. T. 11. R. 3 East- County of

Yazoo, State of Mississippi, And

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

County, State of Mississippi

W₁ of NE₁ Sec. 27. T. 12. R. 3 East- Being in the

County of Madison, State of Mississippi-

The following described lands, lying, being and situated in the City of

Canton, County of Madison, State of Mississippi, to-wit:-

Beginning at the south-east corner of the SW₁ of Sec. 24. Town 9, Range 2 East and running thence East along the South line of said Sec. 24. to the right of way of the railroad known now as the I.C. R.R. and run thence in a Northern direction along the Western margin of said right of way 400 feet to the South-east corner of the Lot formerly known as the Catherine Clark Lot and thence Westerly to a stake in the Eastern line of said SW₁ of Section 24, and thence south 8 chains and 64 links to the point of beginning: less the Hesdorffer Lot 200 ft 200 feet in the South-east corner, the Lot hereby conveyed containing 11.04 acres.

The following described lands lying, being and situated in the City of Canton, in Madison County, State of Mississippi, to-wit:- That Lot of land beginning on the South Boundary line of Sec. 24. in Town. 9. Range 2 East at the point where the right of way of the N.O. Jackson and Great Northern R.R. (Now the I.C.R.R.) intersects said Boundary, thence North with said Right of Way 200 feet to a stake, thence West 200 feet to a stake, thence south 200 feet to said boundary of said Sec. 24. and thence East 200 feet to beginning, containing one acre of land, more or less.

(Continued on Next Page)

(Bounded on the N. and W. by lands of Emma G. Handy and on South by lands formerly owned by C. C. Shackleford and on East by I.C. R.R. right of Way).

All the trees of whatever description or kind now standing upon the following described lands, lying, being and situated in the County of Madison, State of Mississippi to-wit:

Lots 1, 6, 7, 8, Sec. 1. T. 10. R. 2 East.
SW₁-SW₂ Sec. 31. T. 11. R. 3 East.

Time for removal-- Two Years from November 22nd, 1904.--

All of the trees now standing upon the lands described below that measure 14 inches and upwards in diameter two feet from the surface of the ground on the following described property, being, lying and situated in the County of Madison, State of Mississippi to-wit:-
E₁ SW₁ and SW₂ SW₃ Sec. 34. T. 12. R. 3 East.
All SE₁ South of Big Black River Sec. 33. T. 12. R. 3 East.
NW₁ and E₂ SW₁ Sec. 3. T. 11. R. 3 East.
E₁ and SW₁ and SW₂ South of River Sec. 4. T. 11. R. 3 East.
SE₂ South of River and 20 acres SW₁ South of River, ... Sec. 5. T. 11. R. 3 East.
NE₂ Sec. 9. T. 11. R. 3 East.
E₂ NW₁ and SW₁ NW₂ Sec. 9. T. 11. R. 3 East.
NW₁ SW₁ Sec. 9. T. 11. R. 3 East.
E₂ NW₁ and S₂ Sec. 8. T. 11. R. 3 East-

Time for Removal-- 5 years from the 1st day of January 1905.--

All of the trees now standing upon the land described below, situated, being and lying in the County of Madison, State of Mississippi, to-wit:-

W₂ NW₁ Sec. 17. T. 11. R. 3 East-

Time for removal-- Reasonable length of time from 5th day of December 1904--

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 NW₂ and W₂ SW₁ Sec. 29. T. 11. R. 3 East.

W₂-NE₁ and SE₁ Sec. 30. T. 11. R. 3 East-

E₂ NW₁ and NE₁ Sec. 31. T. 11. R. 3 East.

24 acres off W. side E₂ SE₁ Sec. 31. T. 11. R. 3 East.

NW₁ Sec. 32. T. 11. R. 3 East.

Time for Removal-- 4 years from March 7th, 1904.

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 :-

E₂ NE₁ Sec. 30. T. 11. R. 3 East-

In the said County.

Time for Removal-- Up to 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 E. st 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 Sec. 1. And

NE₂ Sec. 2. T. 10. R. 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 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.

Also all Oak, Hickory, Ash and Gum Trees now standing upon the :-

N₁ NE₁ Sec. 1. T. 10. R. 2 E.

Fractional E₂ SE₁ Sec. 36. T. 11. R. 2 East-

NW₁ SE₁ 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 August 26th, 1904 but no longer.

Also all of the Oak, Hickory and Gum Trees 18 inches in diameter and over now standing on the:-

W₂ NE₁ Sec. 26. T. 11. R. 2 East -

E₂ SE₁ 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 August, 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 Canton and Carthage road, bounded on the North by Musc land, on the South by Tom Luckett, on the East by Baird and on the West by Hercules Jones, being in T. 9. R. 3 East- being in Madison County , State of Miss.,

Time for Removal-- Up to December 25th, 1905

Also 55 heard of work oxen, 5 horses and 3 mules now owned by this Company and all the harness belonging to said mules and horses and 9 logging wagons now owned by this Company and all the chains, hooks, and paraphernalia of every description that belong to said wagons and cattle, it being the full intention of this deed of trust to put in it all our real property and the appurtenances thereon situated in Madison, Yazoo or other Counties in the State of Mississippi, that this Company now owns or will hereafter own until all the debt secured by this Deed of Trust, whether mentioned in the Deed of Trust or not is fully paid with all interest to date, as there is no doubt but what this Company will owe the Mississippi State Bank more money that has been mentioned in this Deed of Trust in the 15 notes aforesaid, and furthermore all accounts due this Company for lumber shipped or in course of shipment.

The eight (8) sheets of type-written paper from No. 1 to No. 8 inclusive attached to this Deed of Trust are part and parcel of said Deed of Trust.

Also as additional security we transfer, assign and set over 6 mules, 1 mare, 1 name "Anna", 6 wagons now used at, in and about the Ice Factory and Whole-sale Grocery business of this Company.

(Continued on Next Page)

The above described property belongs to the party or parties of the first part, and to no one else, and there is no lien on same on any part thereof except this lien, unless otherwise mentioned in this instrument, and said property is all the property of such description or kind whatsoever owned by the said party or parties of the first part.

To have and to hold the same unto the said party of the second part, his heirs executors, administrators and assigns, and the successor of him forever, in trust, nevertheless, upon these terms and conditions, that if to say:

If the said party or parties of the first part shall fail or refuse to pay the said party of the third part, and its assigns, the amount of the indebtedness secured hereby on or before the maturity thereof, and all interest which shall accrue thereon, and the costs and charges on this Deed, then the said party of the second part, or the successor of him, may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before a door of the Court House, in the City of Canton :::::: at public auction, to the highest bidder, for cash, after giving 30 days notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part, or the successor of him, shall first pay the costs and charges of this Deed and of said sale, and then pay to the said party of the third part, or its assigns, the amount of the indebtedness secured hereby and all interest due thereon; and if then there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said party or parties of the first part, or assigns, of said party or parties of the first part. It is understood and agreed by and between the parties to this Deed, that should the amount furnished as aforesaid at any time exceed the aforesaid sum of One Dollar, said excess shall be, and the same is, hereby secured under this Deed of Trust; and if the said party or parties of the first part shall well and truly pay the amount of the indebtedness secured hereby and all interest thereon, and costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void.

Should any of the indebtedness secured hereby be ever renewed or merged, then such renewals or mergers shall be and are hereby secured the same as if particularly written herein.

The said party or parties of the first part covenants and promises to keep the buildings and lumber upon said property insured against loss by fire in the sum not less than Fifty Thousand Dollars, in a Company acceptable to said party of the third part, with the loss clause payable to said party of the third part, or its assigns; and said party or parties of the first part covenant and promise to pay when due all legal taxes assessed against said property. Should said party or parties of the first part not keep said property insured as aforesaid, or should said party or parties of the first part fail to pay said taxes as aforesaid, then the said party of the third part, or assigns, can in their option insure said property or pay said taxes, and the sums of money so paid out shall be and are hereby secured by this Deed of Trust upon said property hereby conveyed, and such moneys shall bear interest from time of such payment at the rate of 10 percent per annum. Said B.L. Roberts, Trustee, can take possession of all of said property hereby conveyed at any time he sees fit, whether the indebtedness secured hereby is payable or not. Should default be made in the payment of either of the promissory notes or other form of indebtedness secured hereby when due, or said party or parties of the first part shall fail to perform or discharge any other obligations herein, said party of the third part, or their assigns, can in their option, without notice to said party or parties, of the first part, declare all or any part of said notes or other form of indebtedness secured hereby due and payable whether so by their terms or not.

It is further understood and agreed by the parties hereto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee, as aforesaid, then, in that case, the said party of the third part, or its assigns, shall in writing appoint another Trustee in his place, whose actions and doings in the premises shall be as binding as if done by the said B.L. Roberts, Trustee, aforesaid.

All erasures and interlineations made before signing. In testimony whereof, The said party or parties of the first part hereunto set his or their hands and seals on the day and year first above written.

The Mississippi Company By (SEAL)

Isidore Gross President (SEAL)

The Mississippi Company By (SEAL)

L. Foot Secretary (SEAL)

State of Mississippi.....)

:SS

Madison County.....)

Personally appeared before the undersigned, Notary Public of said County, the within-named President and Secretary of the Mississippi Company in the persons of Isidore Gross and L. Foot, respectively, who acknowledged, they as such officers of said Company signed, sealed and delivered the foregoing Deed on the day and year therein mentioned as their official act and deed.

Given under my hand and official seal, at office, this 20th day of June A.D. 1905.

E. A. Howell (SEAL)

Notary Public

My Commission expires September 26th, 1906.

Gabe Bouldin.....
To/ Deed Trust.....
F.B. Pratt-Trustee....
To Secure/
F.E. Billings.....

Filed for Record June 26-1905 at 5 P.M.

Recorded-June 28-1905.

Whereas, we, Gabe Bouldin and Lizzie Bouldin, his wife, are indebted to Frank E. Billings in the sum of Eight Hundred and Sixty Two and 95/100 (\$862.95) Dollars, evidenced by our Promissory note of even date herewith due Oct. 1-1905 with interest at the rate of eight percent per annum.

And whereas, it is contemplated that said F. E. Billings may advance me, us, money and supplies during the year 1905 and subsequent years, more or less, optional with said Billings the debt for said advances to become due Oct. 1st, 1905, any advances, however, made after said date, and any advances in excess of said amount, shall be secured by this deed, as shall also advances made in years subsequent to 1905.

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

All that real estate that was conveyed to Gabe Bouldin by F. B. Pratt, Trustee, by deed recorded in Book "MMM"- Page "345" - being N $\frac{1}{2}$ SE $\frac{1}{4}$ E. of Road.. Sec. 1. T. 7. R. 2 E- and 7 acres off S. end E $\frac{1}{2}$ NE $\frac{1}{4}$ said Section and N $\frac{1}{2}$ Lot 5 ~~and~~ NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 6. T. 7. R. 3 East together with the rents, issues and profits of said land until the above debts are fully paid.

Also the following:- One black mule named "Jack Spratt". One sorrel horse named "TOM". One two horse wagon bought of Will Moseley. One buggy. Four head of cows. All crops to be made by us on any land we may cultivate till this debt is fully paid. The above horse, mule, colts, wagon, and buggy are all we own and are now on the land above described.

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 Billings 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 two percent of the said proceeds to said Trustee, for his services, and shall pay such of the debts herein secured, as may then be unpaid, with all interest due thereon, and the residue, if any, pay to the grantors herein.

Said sale shall be advertised by written notice thereof posted at the south door of the Court house, at Canton, in said County for ten (10) days prior to day of sale.

Such sale shall be made at said Court House door, or at such other place as said Billings or his assigns may direct.

The grantors herein, hereby covenant with the said F. E. Billings that they will keep the taxes upon said property paid; and upon failure of said grantors to so pay said taxes, the said Billings, or his assigns, may insure said property, and pay said taxes, and the amount so paid by said Billings or his assigns, for taxes shall be added to the debts above mentioned, and payment of same shall be secured by this deed.

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

Witness our hands this the 3rd day of January 1905.

Gabe Bouldin

(SEAL)

Lizzie Bouldin Her X Mark

(SEAL)

State of Mississippi.) = .
:--SS

Madison County.....)

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

Given under my hand and official seal, this the 13th day of May A.D. 1905.

F. C. McAllister- Clerk.

By W.O. Baldwin- D.C.

H. F. Luckett....) Filed for Record June 28-1905 at 8 A.M.
 S. G. Luckett...) Recorded June 28-1905
 Ophelia Luckett...)
 W.B. Luckett...)
 Julia Luckett...)
 Joe A. Luckett...)
 B. S. Luckett...)
 To / War. Deed...)
 N.J. Law.....)

State of Mississippi)

-SS-

Madison County....)

For and in consideration of the sum of \$45.00 cash in hand-paid to us, the receipt of which we all acknowledge, we hereby convey and warrant to N.J. Law all interest that we inherited through our sister, Emily Luckett, in the lot below described, being part of the Catherine Semmes estate To-wit:-

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 Sarah 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 due North to Semmes Street, thence West to place of beginning, being partly in the SW¹ of the SE¹ and partly in the SE¹ of SW¹ of Sec. 19. T. 9. R. 3 East.

Witness our hands and signatures, this April 28-1905.

Henry F. Luckett.

Sherrod Luckett.

Ophelia Luckett.

Walter B. Luckett.

Julia Luckett.

Joe A. Luckett.

B. S. Luckett.

State of Mississippi)

-SS-

Yazoo County....)

Personally appeared before me, A Notary Public in and for said County and State, the within-named S. G. Luckett, Ophelia Luckett, Walter B. Luckett, Julia Luckett, Joe A. Luckett, B. S. Luckett, who acknowledged that they signed and delivered the foregoing Instrument on the day and year therein named.

Given under my hand and seal of office, this the 10th day of May 1905.

S. R. Berry

-Notary Public- (SEAL)

State of Georgia....)

-SS-

Meriwether County....)

This day personally appeared before me, the undersigned Justice of the Peace of said County and State, Henry F. Luckett, who acknowledged that he signed and delivered the above instrument on the day and year therein named and for the purposes therein set forth as his own act and deed.

Witness my hand and seal of office, this the 28th day of April A.D. 1905.

A. C. Dunn

—Justice of the Peace—

16
30
48

A. H. Gauthen.....)
 To/ Deed.....
 John Benjamine.....)

Filed for Record June 28-1905 at 4 P.M.

Recorded June 29-1905.

In consideration of Eighteen-(18)-Promissory Notes executed and delivered to me this day by John Benjamine due as follows:-
 One Note for \$30.00 due Oct. 1st 1905.
 One Note for \$30.00 due Jan. 1st 1906.
 One Note for \$30.00 due Apr. 1st 1906.
 One Note for \$30.00 due July 1st 1906.
 One Note for \$30.00 due Oct. 1st 1906.
 One Note for \$30.00 due Jan. 1st 1907.
 One Note for \$30.00 due Apr. 1st 1907.
 One Note for \$30.00 due July 1st 1907.
 One Note for \$30.00 due Oct. 1st 1907.
 One Note for \$30.00 due Jan. 1st 1908.
 One Note for \$30.00 due Apr. 1st 1908.
 One Note for \$30.00 due July 1st 1908.
 One Note for \$30.00 due Oct. 1st 1908.
 One Note for \$30.00 due Jan. 1st 1909.
 One Note for \$30.00 due Apr. 1st 1909.
 One Note for \$30.00 due July 1st 1909.
 One Note for \$30.00 due Oct. 1st 1909.
 One Note for \$30.00 due Jan. 1st 1910.

I convey and warrant to the said John Benjamine the following described property situated in Canton, Madison County, Mississippi, to wit:

$\frac{1}{2}$ of Lot No. 26 and house between Peace and Fulton Streets West of the I.C. Railroad. It is distinctly understood and agreed that the title of said property shall remain vested in grantor hereof until all the notes mentioned therein are 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 herein bear interest at 10% per annum from their respective maturities, and the said John Benjamine by the acceptance of this deed hereby acknowledges a lien upon the property in the nature of a mortgage with power of sale in said grantor in case of default in any of the payments just as though he had executed a deed of trust according to Sec. 2483 and 2484 Code 1902. The said Joh Benjamine agrees to pay all taxes for any year during the existence of this deed by December 5th of each year gives the grantor hereof power to pay such taxes and the same shall be taken and held as part of the purchase money.

A. H. Gauthen.

State of Mississippi.)

:-SS

Madison County.....)

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court in and for said County and State, the within named A. H. Gauthen, who acknowledged that he signed and delivered the above instrument as his act and deed on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of June A.D. 1905.

F. C. McAllister. Clerk.

By M. Allen D.C.

Carroll Smith Jr.....
To/ Deed.....
Frank C. McAllister...)

Filed for Record June 29-1905 at 4 P.M.

Recorded July 1st, 1905.

In consideration of Two Hundred and Fifty Dollars (\$250.00), cash, in hand paid, I convey and warrant to Frank C. McAllister my whole undivided interest in and to the following land situated in Madison County, Mississippi, to-wit:-

Lots 1, 2, and 3 Sec. 35. T. 8. R. 3 East.

Lot 4 Sec. 26. T. 8. R. 3 East

Also beginning at 60-chains-East-of-the-SW-Corner of Section 26, T. 8. R. 3. East and running thence 10 chains and 50 links East to Pearle River. Beginning at the same point again-and-running-thence-20-chains-North,-thence-10-chains-and-50-links-East, to Old River, and thence down Old River, or Pearle River, to Section line dividing Section 26 and 35-of-Town-ship-8,-Range-3-East.—Containing 21-acres, more-or-less.

Also the Body, or Lake of Water, commonly known as "Big Lake", lying partly in Section 26, and partly in Section 27 and the land covered by said Lake and the land bordering on and entirely surrounding said Lake to the extent of 100 feet running back from the mean low water mark of said Lake.—Also

The E½ of SE¼ Sec. 26 All in T. 8. R. 3 East—
I intend to convey all my interest in the land known as the "Owl Ranch", in said County, a and deeded to me by the heirs of Carroll Smith, Sr. deceased, and recorded in Book "000", Page "198" of the records of Madison County.

Witness my hand, this the 28th day of June A.D. 1905.

Carroll Smith Jr.

State of Mississippi...)

:--SS

Madison County.....)

Personally appeared before me, R.S. Powell, Notary Public, in and for said County and State, the within named Carroll Smith, Jr., who acknowledged that he signed and delivered the above instrument as his act and deed, this day and year above written.

Given under my hand and seal, this the 28th day of June A.D. 1905.

R. S. Powell— (SEAL)

--Notary Public--

--In and for the City of Canton--

W. H. Dudley et ux....)

Filed for Record June 30-1905 at 2 P.M.

To/ Deed.....

Mrs. C. A. Young.....)

Recorded July 1st, 1905.

In consideration of (\$1300.00) Thirteen Hundred Dollars, cash, I convey and warrant to Mrs. C.A. Young the following described Real Estate with the appurtenances thereon situated in the City of Canton, Madison County, Mississippi, Viz:-

Commencing at the North-east corner of property owned by Dr. J.R. Perry, thence south along the east margin of said Perry property 400 feet, more or less, to the North margin of Semmes Street, thence along the North margin of said Semmes Street east 150 feet, thence North 400 feet, more or less, and thence west 150 feet to point of beginning.

The above property is not my homestead, I do not reside thereon.

Witness our signatures, this the 17th day of June A.D. 1905.

W.H. Dudley.

M.B. Dudley.

State of Mississippi...)

:--SS

Madison County.....)

Personally appeared before me W.H. Dudley and his wife, M.B. Dudley, of said County, who acknowledged that they 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 June A.D. 1905.

R.S. Powell—

(SEAL)

--Notary Public--

John D. Develing...)
To/ Deed :--SS
J.M. Develing...)

Filed for Record July 4 1905 at 8 A.M.

Recorded July 5 1905

This Indenture Witnesseth: That the Grantor John D. Develing and Elizabeth H. Develing, his wife, of the City of Kankakee in the County of Kankakee and State of Illinois for and in consideration of the sum of One Hundred and Fifty Dollars, in hand paid, convey and warrant to John M. Develing of the Village of Ridgeland, County of Madison, and State of Mississippi, the following described Real Estate, to wit: Lot Eight (8) Block Forty-Two (42) as laid down on plat now on file in the Office of the Chancery Clerk of said Madison County. Situated in the Village of Ridgeland in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under, and by virtue of the Homestead Exemption Laws of this State.

Dated, This Twenty-ninth day of June A.D. 1905.

John D. Develing. (SEAL)
Elizabeth H. Develing (SEAL)

State of Illinois...)
-SS

County of Kankakee...)

I, Otto Krueger, A Notary Public in and for said County in the State aforesaid, do hereby certify that John D. Develing and Elizabeth H. Develing, his wife, personally known to me to be the same persons whose names are subscribed in 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-ninth day of June A.D. 1905.

Otto Krueger (SEAL)
Notary Public

W. H. Rutland By...)

Filed for Record July 8 1905 at 3:30 P.M.

T.N. Jones, Adminstr...:-

To/ Deed... 9/T Claim...)

Recorded July 8 1905.

Mrs. J.P. Lockett...)

As Administrator c. t. a. d. b. n. of the estate of W.H. Rutland, deceased, and now having as I believe as such administrator the legal title, in trust under the last Will and Testament of said W.H. Rutland to the NW $\frac{1}{2}$ less 12 acres of the South East corner and 7 acres off of the North West corner of NE $\frac{1}{4}$ of Sec. 1. T. 7. R. 1 East and E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32, T. 8. R. 3 East all lying in Madison County, Mississippi and on final settlement with Jimmie Cox, now Mrs. J.P. Lockett, and never having sold said lands as directed by said W.H. Rutland's said will, to the Executors therein named, and the said Mrs. J.P. Lockett, being desirous of taking an undivided 1/5 interest in said lands, rather than have same sold, and 1/5 of the proceeds paid to her, now, therefore in order to vest whatever title may be in me as Administrator, of the said estate of the said W.H. Rutland, to the 1/5 interest in said lands belonging to said Mrs. Lockett, as above set out, in the said Mrs. J.P. Lockett, one of the legatees under said will of said land, I do hereby convey and quit claim to said Mrs. J.P. Lockett an undivided 1/5 interest in and to the above described lands, that being her interest in same, or the proceeds of the sale of same, under the said will of said W.H. Rutland.

Witness my signature, this the 11th day of March A.D. 1905.

T. N. Jones, Administrator.

State of Mississippi...)

-SS

Madison County...)

Personally appeared before me, W. G. Dorroh, an acting Justice of the Peace of said County, the within named T. N. Jones, Administrator, c.t. a. of the estate of W.H. Rutland, deceased, who acknowledged that he signed and delivered the above instrument on the day and year therein written.

Given under my hand at Dist. No. 3, in said County, this the 15th day of March 1904.

W. G. Dorroh,

Justice of the Peace

American Missionary Association...)
To/ Quit Claim.....:-
Alex Archibald & Celesta B.)
Archibald.....)

Filed for Record July 8-1905 at 2:40 PM

Recorded July 10-1905

This Indenture made on the 6th day of February in the year Nineteen Hundred and Five Between The American Missionary Association, incorporated by Act of the Legislature of the State of New York, of the first part, and Mr. Alex Archibald and Miss Celesta B. Archibald of Tougaloo, Miss of the second part.

Witnesseth:-- That the said party of the first part, in consideration of One Hundred Dollars, (\$100.00) lawful money of the United States, paid by the party of the second part, does hereby remise, release and quit claim unto the said party of the second part, his heirs and assigns forever, subject to the condition hereinafter contained.

All that piece or parcel of land known as Lot 23, according to the map of a survey of Addition to Tougaloo, Miss., surveyed and drawn May 1892 by J.P. George, C.S. Canton, Miss. Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises. To Have and TO Hold the above mentioned and described premises unto the said party of the second part, his heirs and assigns forever.

Provided always, and this conveyance is made upon conditions that the said party of the second part, his heirs or assigns, shall not at any time, use the above conveyed premises or any part thereof, or permit the same to be used, as a public house, or disorderly house, or house of assignation or prostitution, or for any use which amounts to a nuisance, or which is a violation of law or statute, or of any municipal ordinance or by-law, and that if the said party of the second part, his heirs or assigns, shall violate the provisions and conditions aforesaid, or permit or suffer any violation thereof, or if said premises, or any part thereof, shall at any time be used for any of the above prohibited purposes, then this conveyance shall be void, and the said premises shall revert to and become the absolute property of the party of the first part, and its successors who may enter into possession thereof, and put out and remove the said party of the second part, his heirs and assigns or any person holding or claiming under his or theirs.

Provided always, also, that no intoxicating liquors, as a beverage shall ever be sold or otherwise disposed of on the premises herein conveyed either directly or indirectly, by the said Mr. Alex Archibald and Miss Celesta B. Archibald, their heirs or assigns, and that any violation of this provision, shall make this Deed of Conveyance or any future transfer of the same, null and void, and of no effect, when the said land described with all improvements on the same shall revert and belong to the said American Missionary Association, its successors or assigns.

In Witness Whereof, the said party of the first part has hereunto set official hand and corporate seal, the day and year first above written.

American Missionary Association.

By H. W. Hubbard, Treas.

Jas. W. Cooper, Cor. Sec.

In presence of:

D. E. Emerson.
F. A. Quinn.

(SEAL)

State of New York....)

City of New York....:-SS

County of New York....)

Be it Remembered that on the 12th day of May in the year One Thousand Nine Hundred and Five, before me personally came H. W. Hubbard, to me known, who being by me duly sworn, did depose and say that he resided in the City of New York, that he is the Treasurer of the American Missionary Association, the corporation described in and which executed the foregoing instrument: that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Executive Committee of said Corporation, and that he signed his name thereto by like order.

And said H. W. Hubbard further said that he was acquainted with Jas. W. Cooper and knew him to be the Corresponding Secretary of the said Corporation; that the signature of said Jas. W. Cooper subscribed to said instrument is in the genuine handwriting of said Jas. W. Cooper and was thereto subscribed by like order of said Executive Committee and in the presence of him, said H. W. Hubbard.

C. F. Rigoulot. (SEAL)
Notary Public (No. 39)
New York County.

Commission Expires March 30th 1906.

Lucie V. Galloway...) Filed for Record July 11-1905 at 11:30AM
 Jas. B. Galloway...) Recorded July 13-1905.
 To/ Deed.....
 Jas. R. Jiggetts...)
 Lucile S. Melton...)

Parish of Natchitoches)

:-SS

State of Louisiana...) Know all men by these presents:--That we, Lucie V. Galloway and J. B. Galloway wife and husband respectively for the consideration of the sum of Thirty Dollars (\$30.00) cash paid us by James R. Jiggetts and Lucille S. Melton of the County of Madison and State of Mississippi the receipt of which is hereby acknowledged, do hereby sell, convey and deliver their entire rights and privileges to a certain tract or parcel of land, known and described in deed made by us to C. C. Barbour and others it being 5 acres, more or less taken out of North end of Lot 1... Sec. 5. T. 7. R. 3 East. To have and to hold the above described privileges together with all rights and appurtenances thereunto belonging that is now vested in us. Said rights and privileges more fully described in deed from us to said C. C. Barbour and others.

We do hereby bind ourselves, heirs and executors and administrators to warrant and forever defend the said rights and privileges unto the said James R. Jiggetts and Lucile S. Melton, heirs and assigns against any person claiming or to claim the same or any part thereof.

Witness our hands, this the 5th day of August A.D. 1904.

Lucie V. Galloway,

J. B. Galloway.

Parish of Natchitoches)

:-SS

State of Louisiana....)

Personally appeared before me, a Notary Public for the said Parish and State, the above-named Lucie V. Galloway and J. B. Galloway, who acknowledged that they signed, sealed and delivered the foregoing deed as their acts and deeds and for all the uses and privileges therein-mentioned.

Witness my hand and official seal, this the 6th day of August 1904.

E. E. Hammett.

--Notary Public--(SEAL)

R. W. Mosby.....) Filed for Record July 13-1905 at 12 M.
 To/ Deed..... Recorded July 13-1905.
 Victor A. Trolio...)

In consideration of Three Hundred Dollars (\$300.00), cash, in hand paid, I convey and warrant to Victor A. Trolio, my whole, undivided interest in all to the following land situated in Madison, County, Mississippi, to-wit:

Lots 1-2 and 3 Sec. 35. T. 8. R. 3 East.

Lot 4 Sec. 26. T. 8. R. 3. East.

Also beginning at 60 chains East of the SW Corner of Section 26, T. 8. R. 3 East, and running 10 chains and 50 links East to Pearle River. Beginning at the same point again and running thence 20 chains North, thence 10 chains and 50 links East, to Old River, and thence down Old River, or Pearle River to Section line dividing Section 26 and 35 of Township 8, Range 3 East. Containing 21 acres, more or less.

Also the Body, or Lake of Water, commonly known as Big Lake, lying partly in Section 26, and partly in Section 27, and the land covered by said Lake and the land bordering on and entirely surrounding said Lake to the extent of 100 feet running back from the mean low water mark of said Lake. Also

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ Sec. 27. All in T. 8. R. 3 East. I intend to convey all my interest in the land known as the "Owl Ranch", in said County, and recorded in Book "000"= Page "193" of the records of Madison County.

Witness my hand, this the 13th day of July A.D. 1905.

R. W. Mosby

State of Mississippi)

:-SS

Madison County....) Personally appeared before me, F. C. McAllister, Chancery Clerk, & Notary Public, in and for said County and State, the within named R. W. Mosby, who acknowledged that he signed and delivered the above instrument as his act and deed, this day and year above written.

Given under my hand and seal, this the 13th day of July 1905.

F. C. McAllister Clerk.

By W. O. Baldwin D.C.

In Re-

P. J. Simpson - Kate F. Simpson

--Their Affidavit--

Filed for Record July 15-1905 at 9 AM
Recorded July 15-1905.State of Mississippi.....
:-SS

Madison County.....

Personally appeared before me, the undersigned officer, who is authorized by the law of said State to take and certify acknowledgments, J.P. Simpson and Kate F. Simpson, Husband and Wife, who being duly sworn, say:-

First:-

That J.P. Simpson and A. W. Stebbins on June, 22nd 1886, purchased from the State of Mississippi the NW^{1/4} of Sec. 24, Township 12, Range 3 East in Madison County, Miss., and entered into possession and occupation thereof in said year as owners.

Second:-

That on February 18th, 1889 the said A. W. Stebbins conveyed all of his interest in said lands to Kate F. Simpson and that she entered into possession thereof as owner of one-half.

Third:-

That affiants have never conveyed said lands since and that they have ever since said years been in the actual, open and notorious, continued, adverse possession of said lands claiming it as sole owners and that there is no encumbrance upon said lands except to the Bank of Pickens which encumbrances are now of record in said County and that they now own said lands in fee simple.

Sworn to and subscribed before me, this the 13th day of July A.D. 1905.

J.P. Simpson.

Kate F. Simpson.

J. B. Martin,

M.B.S.

John Wohner.....

To/ Deed.....

F. B. Pratt.....

Filed for Record July 14-1905 at 11.45AM

Recorded July 17-1905.

State of Mississippi.)

:-SS

Madison County.....

Whereas, I, John Wohner, on the 26th day of January 1885 executed to J. F. Pratt an instrument in writing, agreeing to convey to the said F. B. Pratt, upon payment of the sum of \$1875.00 the following described real estate in the city of Canton, Madison County, Mississippi, to-wit:-

That certain lot, fronting on the north side of Center St., on the north side of the public square of said city and particularly described as follows:- Being on Center St., Forty feet (40ft.) east of the ~~North~~ West corner of Lot 4 in Square No. 2, according to the original plat of Canton, as same is of record in the office of the Chancery Clerk of said County in Deed Book "EEE" - on Page "404" - said Lot No. 4 being the same as Lot No. 1 on the North side of Center St., on the north side of the public square according to the present Map of the City of Canton by George and Dunlap; thence running North One Hundred and Forty Two feet (142 ft.) thence running West Forty feet (40) to Union St., thence north with Union St., Fifty Eight feet (58 ft.), thence running East Eighty feet (80 ft.), thence running South Two Hundred feet (200 ft.) to said Center St. thence West with said Center St., Forty feet (40 ft.) to the point of beginning. Said property is designated on the Map of Canton by George and Dunlap as Lot No. 3 on the North side of Center St., on the North side of the Public Square, and Lot 19 on the East side of North Union St.,

And, whereas, said J. F. Pratt did, on the 25th day of February 1885 assign said instrument of writing to F. B. Pratt, said instrument of writing and assignment thereof is of record in Deed Book "MMM" - Page "63" of the Records of Land Deeds in the office of the Chancery Clerk of said County.

And whereas the sum of \$375.00 has heretofore been paid me on said agreement. Now, therefore in consideration of the premises and of the sum of Fifteen Hundred Dollars (\$1,500.00) paid me in cash by the said F. B. Pratt, I, the said John Wohner, hereby convey, release and quit-claim to said F. B. Pratt the real estate above described hereby conveying all the several lots that were conveyed to me by John Whelan by deed, dated January 23-1881 of records in said Clerk's office in Book "PP" - Pages "233", and by Carroll Smith by his deed of June 24th, 1881, of record in Book "PP" - Page "236", and by Frank Smith, by his deed, dated August 9-1881, and of record in Book "PP" - Page "260".

I covenant with the said F. B. Pratt that the property herein conveyed is free from all incumbrances made by me, but do not warrant the title to any further extent. This deed shall operate simply as a conveyance of my estate and interest in said property, n free of all incumbrances made by me.

Witness my signature, this 12th day of July 1905.

John Wohner.

State of Mississippi..)

:-SS

Madison County.....

Personally appeared before the undersigned authority, the above named John Wohner, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the 14th day of July 1905.

At Purviance.

-Justice of the Peace--

F. B. Pratt.....) Filed for Record July 14 1905 at 12 M.
 To / Deed Trust.....)
 Noland M. Reid, Trustee..... Recorded July 17 1905.
 Frank E. Billings.....)

Whereas, F. B. Pratt, am indebted to Frank E. Billings in the sum of Seventeen Hundred and Fifty Dollars, evidenced by my promissory note of even date payable to the order of said Billings on the 31st day of December 1908, with interest at the rate of 6% payable Dec. 31st 1905 and each and every year thereafter.

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

That certain real estate on the North side of Center Street and on the east side of Union Street in the City of Canton in said County as is designated on the map of the City of Canton as Lot No. (3) Three on the North side of Center Street on North side of Public Square and Lot No. 19 on east side of Union St., said property having a frontage on Center Street of Forty (40) ft., and a frontage on Union St., of Fifty-eight (58) feet. The Map of Canton above referred to is made by George and Dunlap - same property is the same as conveyed by Jno. Wohner to me July 12 1905

To Have And To Hold to him the said Noland M. Reid, his successor 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 Frank E. Billings, or his assigns, sell all the property herein conveyed to the highest bidder, for cash, at public auction, and execute to the purchaser thereof property deeds of conveyance.

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

Said sale shall be advertised in some news paper published in said County, for three successive weeks prior to day of sale, and by written notice thereof posted at the south door of the Court house, at Canton, in said County, for 30 days prior to day of sale.

Such sale shall be made at said Court House door, or at such other place as said Billings or his assigns may direct.

The grantors herein, hereby covenant with the said Frank E. Billings that he will keep the buildings upon said premises insured, for the sum of \$1500.00, for the benefit of said Billings, and his assigns, and that he will keep the taxes upon said property paid; and upon failure to so insure, or so to pay said taxes, the said Billings or his assigns may insure said property, and pay said taxes, and the amount so paid by said 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 shall fail to perform any of the covenants herein, then, in either of said events, all the debts secured by this deed at the option of the said Billings or his assigns, become at once due and payable and payment thereof enforced by said Trustee in the manner hereinbefore provided.

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

Witness my hand, this the 14th day of July, 1905.

F. B. Pratt.

State of Mississippi.)

:SS.

Madison County.....)

Personally appeared before the undersigned, F. C. McAllister, Chancery Clerk, of the said County, the within named F. B. Pratt, who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned as his act and deed.

Given under my hand and official seal, at office, this the 14th day of July 1905.

F. C. McAllister, Clerk.

By M. Allen D.C.

S. A. Miller et ux.)
To/ Deed Trust....)
N.M. Reid-Trustee.:--
Use/A.N. Parker.)
F. B. Pratt.....)

Filed for Record July 15-1905 at 4 P.M.

Recorded July 17-1905.

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

Whereas, I, S. A. Miller, am indebted to A. N. Parker, Cashier, in the sum of Eight Hundred Dollars (\$800.00) evidenced by my promissory note of even date herewith, due November 15th, 1905, with interest at the rate of 10% per annum from date until paid; And, whereas, I am indebted to F. B. Pratt in the sum of Two Hundred and Fifty Dollars (\$250.00) evidenced by my promissory note of even date herewith with interest from January 1st, 1905, at the rate of 10% per annum: said note falling due December 1st 1905.

Now, therefore, for the purpose of securing the payment of said note of \$800.00 with interest, and to secure the payment of any indebtedness that may hereafter be incurred by me to said Parker, by overdrafts in the Canton Exchange Bank, or otherwise, and to secure the payment of said note of \$250.00 to said Pratt with interest, I, the said S. A. Miller hereby sell, convey and warrant to Nowland M. Reid, the following real and personal property in Madison County, Mississippi:-

That certain lot on the North side of West Center Street that was conveyed to me by W.J. Sulm by his deed, dated March 14th, 1904 and recorded in Book "NNN" Page "370" of the records of Land Deeds in the office of the Chancery Clerk of said Madison County,

Also that certain tract of land that was conveyed to me by J.M. Leitch by his deed dated May 3-1904 and recorded in said Chancery Clerk's office in Book "NNN"- Page "424".

Also, the Singleton House property, so called, on the North side of West Center Street, being the same as was conveyed me by Bessie Massey and Arlina Bartley Yeates by deed dated Oct. 19th, 1904, and recorded in said Chancery Clerk's Office Book "NNN"- Page "510".

Also all the crop of cotton now being raised by me on land in or near the said City of Canton.

Also one iron gray horse name "Bob"- age 7 years; Also one dark brown horse name "Dan"- age 8 years; Also one dark mare, name "Alice"- age 6 years; Also one Iron gray horse name "Charley",- age 10 years. Also one wagon, same as bought of Wm. Mosal - To have and to hold unto the said Reid, his successors and assigns upon the trusts herein expressed.

If the debts herein provided for shall not be paid at maturity, said Trustee or his successor, shall upon the request of the said A.N. Parker, or F. B. Pratt, or the assigns of either of them, 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 said sale, said Trustee shall pay the expenses of executing the provisions of this deed, including percent of the proceeds to said Trustee for his services, and shall pay such debts herein secured, as may then be unpaid, with all interest due thereon, and the residue, if any, pay to the grantor herein.

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

Such sale shall be made at said Court-house door, or at such other place as said Parker and Pratt or their assigns may direct,

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

If any of the notes above mentioned shall not be paid when due, or if the grantor herein fails to perform any of the covenants herein, then, and either of said events all the debts secured by this deed, shall at the option of the said Parker or Pratt or the assign of either of them, become at once due and payable, and payment thereof enforced by said Trustee in the manner herein before provided.

In the event of sale by the trustee under the provisions of this deed, if the proceeds of the sale shall fall short of paying all the debt herein secured, then and in that event the said note for \$600.00 shall be paid in full with principal and interest, then such overdrafts as may be made by me in the Canton Exchange Bank between this date and November 15th 1905 shall next be paid, (provided such over-drafts shall have been paid by said Bank with the knowledge and consent of said Pratt), and the remainder of the proceeds of such sale, if any there be, shall be paid to said Pratt on said note of \$250.00.

And I, Lucile Miller, wife of said S. A. Miller, hereby join in this conveyance for the purpose of validating same under the provisions of Section 1983 of the Code of 1892.

Said Parker and Pratt and their assigns may in writing appoint some other person to act as trustee in the place of said Reid whenever that may deem it necessary or expedient so to do, and said appointee shall become vested with all the powers herein conferred upon said Reid.

Witness our hands this the 14th day of July 1905.

S. A. Miller.
Lucille F. Miller.

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

Personally appeared before me, A Justice of the Peace of the County of Madison, the within named S. A. Miller and his wife, Lucile F. Miller, 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 15th day of July 1905.

A. Purviance,

--J.P.--

J. P. Simpson.....) Filed for Record July 17-1905 at 9 A.M.
 Kate F. Simpson...)
 To/ Deed.....: Recorded July 17-1905.
 Mississippi Company)

State of Mississippi) :SS
 Madison County.....) For and in consideration of the sum
 of Eleven Hundred Twenty and 00/100 Dollars (\$1120.00), cash in hand, paid, the re-
 ceipt of which is hereby acknowledged, we hereby convey and warrant unto The Mississippi
 Company, at Canton, Mississippi, the following described lands situated in the State
 of Mississippi and County of Madison, To-wit:-

The NW^{1/4} of Section 24, Township 12, Range 3 East.

Witness our signatures, this the 8th day of July 1905.

J. P. Simpson.

Kate F. Simpson.

State of Mississippi..)

:SS

Madison County.....)

Personally appeared before me, the undersigned Member of the Board of Supervisors of said County, the within-named J. P. Simpson and Kate F. Simpson, who acknowledged that they signed the foregoing deed as their act and deed on the day and year therein mentioned.

Given under my hand, this the 8th day of July, 1905.

J. B. Martin,

M. B. S.

J. H. Battley et ux.... Filed for Record July 18-1905 at 4 P.M.

To/ Deed Trust.....)

Recorded July 19-1905.

H. B. Greaves, Trustee)

T. N. Jones, Administrator...

This Trust Conveyance Witnesseth: That whereas, J. H. Battley and Bettie Battley, his wife, the grantors owe T. N. Jones, Admstr. W. H. Rutland, estate, the beneficiary, \$200.00 evidenced by Note, Due June 14th, 1906, Now to secure all said indebtedness and interest, and in consideration of \$10.00 received from H. B. Greaves, the Trustee, said grantor conveys to said Trustee that land in the County of Madison and State of Mississippi, described as said grantors entire interest in-

30 acres off of North end of W^{1/4} SE^{1/4} of Sec. 18. T. 7. R. 2 East. In trust to be void if said grantors pay all said indebtedness and 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 of it as may be necessary at Madison Miss., for cash to the highest bidder after giving 10 days' notice of the time, place and terms of sale, with description of the property to be sold by posting in writing in 2 public places in Madison County and make valid conveyances to purchaser, and, from proceeds of such sale, he shall first pay costs of his conveyance, then retain his own reasonable commissions, then pay said indebtedness and any balance to said grantor.

Witness the signature of said grantors, this the 14th day of June A. D. 1905.

J. H. Battley.

Bettie Battley.

State of Mississippi..)

:SS

Madison County.....)

Personally appeared before the undersigned officer, the within named J. H. Battley and Bettie Battley, 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 8th day of July, A. D. 1905.

W. G. Dorroh,

J.P.

H. B. Welsh by
S. T. McKee, Sheriff....
To/ Deed.....
Isidore Hesdorffer.)

Filed for Record July 19-1905 at 2:30 PM

Recorded July 26-1905.

Sheriff's Deed of Conveyance

By Virtue of an Execution issued by R. W. Garrison, a Justice of the Peace in Washington County, Mississippi, on the 6th day of December 1902, returnable before said Justice of Peace Court, on the 9th day of January 1903, to enforce a judgment of said Court rendered on the 22nd day of October 1901 in favor of Isidore Hesdorffer against H. B. Welsh for \$84.93 and costs.

I, as Sheriff of Madison County, Mississippi, have this day, according to law, sold the following lands, to-wit:

E½ NW½ of Sec. 2. Town. 9. Range 5 East And
E½ SW½ of Sec. 35. Town. 10. Range 5 East - all
in Madison County, State of Mississippi.

When Isidore Hesdorffer became the best bidder, therefore, at the sum of Eighty Dollars and having paid said sum of money, I now convey said land to him.

Witness my hand, this the 5th day of January 1903.

S. T. McKee - Sheriff.

State of Mississippi.)

:-SS

Madison County.....)

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton, said County and State, S. T. McKee, Sheriff of Madison County, who acknowledged, that as Sheriff, he signed, sealed and delivered the foregoing deed on the day and year herein mentioned, as his own act and deed.

Given under my hand and seal of office, this the 5th day of January 1903.

Harry T. Huber

--Notary Public--

C. A. Sanderson.....)

Filed July 21-1905 at 4:30 P.M.

Mattie L. Sanderson

To/ Deed.....

Recorded July 26-1905.....

W. I. Smith.....)

State of Mississippi)

:-SS

Madison County)

For and in consideration of the sum of Four Hundred and Seventy Dollars, cash in hand paid, the receipt of which is hereby acknowledged, we hereby bargain, sell, transfer, convey and warrant to W. I. Smith the land described as follows to-wit:
Three (3) acres off the SE Corner of the West half of south-west quarter of Section-Eighteen-(18); Town-Nine-(9)-Range-Five-(5)-East, in Madison County, Mississippi, and more particularly described as follows, - Commencing at the corner of Haywood and Emily Pugh's South-west corner and running Two Hundred and Twenty (220) yards west, thence Seventy (70) yards north, thence Two Hundred and Twenty yards east, and thence seventy yards south to the place of beginning. And also Three Fourths (43/4) interest in and to the following described land, to-wit The west half of North-east Quarter and East half of North-west Quarter less 20 acres off south end of Section 19, Town. 9. Range 5 East in Madison County, Mississippi.

Witness our signatures, this the 10th day of January 1892.

Mattie L. Sanderson.

C. A. Sanderson.

State of Mississippi)

:-SS

Hinds County.....)

Personally appeared before the undersigned Clerk of the Circuit Court in and for County and State, C. A. Sanderson and Mattie L. Sanderson, his wife, who acknowledged that they signed, sealed and delivered the foregoing deed as their own act and for the purposes therein stated; and the said Mattie L. Sanderson, being by me examined separate and apart from her said husband acknowledged that she signed the same of her own free will, without any fear, threat or compulsion on the part of her said husband.

Given under my hand and seal of said Court at Jackson this the 10th day of January 1892.

F. B. Neal, Clerk.

By W. J. Brown, Jr., D.C.

T. W. Adams....)

Filed for Record July 21-1905 at 4:30 P.M.

To/ Deed....:-

W. I. Smith...n

Recorded July 26-1905.

F. C. McAllister, Clk.

By W. S. Baldwin, D.C.

State of Mississippi....)

:-SS

Copiah County.....)

This Indenture, Made and entered into this the 23rd day of May A.D. 1898, by and between F. W. Adams, of the first part, and W.I. Smith party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Four Hundred (\$400) Dollars, cash in hand, paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, alien and convey to the said party of the second part, a certain tract or parcel of land, situated in the County of Madison and the State of Mississippi, and more particularly described as follows, to-wit:

E₁ of NE₁ less 20 acres off the NW Corner, N₁ E₁ SW₁ Section 24, Township 9, Range 4 East, And

S₁ W₁ SW₁ Section 19, Township 9, Range 5 East, - Containing One Hundred and Forty Acres, more or less.

To Have And To Hold the above described premises, together with all and singular the improvements and appurtenances thereunto belonging or in any wise appertaining to the party of the second part, his heirs and assigns forever.

And the party of the first part covenants with the party of the second part, that he will warrant and forever defend the title to the above described premises to the ~~xx~~ party of the second part, his heirs and assigns, free from and against the right, title or claims of the party of the first part, and his heirs, and from all and every person or persons whomsoever, both at law and in equity.

In witness whereof, the said party of the first part hereunto sets his hand and seal, the day and year first above written.

T. W. Adams.

State of Mississippi)

:-SS

Copiah County.....)

Personally appeared before me, H. M. Buckley, a Justice of the Peace, in and for the County and State aforesaid, the within named T. W. Adams, 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 23rd day of May A. D. 1898.

H. M. Buckley J.P.

W. T. Priestley....) Filed for Record July 24-1905 at 12 M.

H. D. Priestley....)

Recorded July 25-1905.

To/. Sophie Gross.....)

Declaration of Ownership

This is to show that Sophie Gross owns all of the Birck Wall now standing on the west side of Lot 4 and on the East side of Lot 3 in Square 6, except one Section of all 24 inches thick and 2 feet long and 16 feet high, which is the Pilaster on south margin of Peace Street of which she owns one-half; and one section of wall 18 inches thick and 15 inches high and 82 feet long just south of said Pilaster, of which she owns one half; and one section of wall 13 inches thick and 17 feet 6 inches high and 82 feet long off of the south end of said wall between said lots of which she owns one-half; and one section of wall 13 inches thick by 16 feet high and 46 feet long which is the Fire wall on the north end of the wall between said lots, of which she owns one-half. Said lots are on the south side of Peace Street, South of the Public Square in the City of Canton, Madison County, Mississippi, and are so numbered on the map of said City prepared by George and Dunlap.

Witness our signatures, this the 19th day of July 1905.

W. T. Priestley. (SEAL)

H. D. Priestley. (SEAL)

State of Mississippi....)

:-SS

Yazoo County.....)

Personally appeared before me Clerk, of the Chancery Court, in and for said County and State, W. T. Priestley, and H. D. Priestley, who acknowledged that they signed, sealed and delivered the foregoing instrument of writing on the day and year therein mentioned as their own act and deed;

Witness my signature and official seal, this the 12th day of July A. D. 1905.

L. L. Griffin.

Chancery Clerk

Mrs. O. C. Rice.....)

Filed July 22 1905 at 4 P.M.

A. P. Rice.....)

Recorded July 26 1905.

To/ Deed Trust.....)

J. B. Stirling, Trustee.)

Use of/ Union Savings and)

Deposit Bank.....)

--Deed of Trust--

This Instrument Witnesseth:- That we, Mrs. O. C. Rice and A. P. Rice, have this day borrowed from the Union Savings and Deposit Bank of Jackson, Mississippi, the sum of Three Thousand Two Hundred and Fifty Six Dollars, (\$3256.00), evidenced by our certain two promissory Notes of even date herewith, payable to the Union Savings and Deposit Bank of Jackson Mississippi, due respectively, on the first day of January 1906, and the first day of January 1907, one for the sum of \$1568.00 and one for the sum of \$1688.00, and in order to secure the payment of the same with interest thereon, and in consideration of the sum of One Dollar cash in hand to us paid by J. B. Stirling, Trustee, the receipt of which by us is hereby acknowledged, we, O. C. Rice, and A.P. Rice, hereby convey and warrant to J. B. Stirling, Trustee, the following described land in Madison County, Mississippi, more particularly described as:- The east one-half of the North-west Quarter, and the West half of the North-east Quarter.. Section 2. Town-ship 8, Range 1 West; - Also all North of the road of the North-half of the North-west quarter of Section 34, Town-ship 9, Range 1 West; Also all north of the road of the East half of the North half of North-east Quarter Section 33, Town-ship 9, Range 1 West and the West half of North-west Quarter of Section 2, Town. 8, Range 1 West.

But this conveyance is in trust and for the following purposes, to-wit:- If the said notes shall be fully paid when due, then this deed of trust shall become null and void, but if we fail to pay said indebtedness represented by said notes, or either of them, at maturity, according to the tenor of said notes, then the whole amount of the indebtedness hereby secured shall immediately become due and payable and said trustee shall take possession of said property without notice of any kind and sell the same to the highest bidder for cash at public auction in front of the east door of the Court house in Madison County, Mississippi, after advertising the time, place and terms of sale for three weeks once each week in some news paper published in Madison County, Mississippi, and out of the proceeds of said sale said trustee shall pay first the costs of sale including a reasonable trustee's fee and an attorney's fee upon the amount then due and then pay said notes and interest, or any balance remaining due thereon and any money advanced for insurance and taxes to protect this security, with ten percent interest thereon and the remainder, if any, shall pay to us.

It is further agreed that if, for any cause, said J. B. Stirling, Trustee, fails or declines, is absent from the state or is unable to execute this trust, then the holder of said notes, or either of them may appoint another trustee who shall have the same title and powers as the trustee herein named.

It is further agreed that the grantor's herein named shall pay all taxes on the property herein described promptly, when the same becomes due and keep the dwelling on said land insured for the sum of not less than Dollars and on failure so to do then the holder of said notes or either of them may pay said taxes, insure said property, pay the premium and have a lien for same with interest at the rate of eight percent per annum, and the trustee shall have all the powers of sale or otherwise in reference to said payments as in the original loan.

If the dwelling house on said property is not kept insured for the sum of no dollars, payable to the Union Savings and Deposit Bank as its interest may appear, if all taxes accruing upon said property are not paid by grantors before they become delinquent, then the whole indebtedness secured hereby shall immediately become due and payable and the trustee shall take possession of said property and proceed to sell the same under terms of sale hereinbefore provided for, and after paying all expenses of sale and attorney's fees as provided for and any balance which may be due of the indebtedness hereby secured he shall pay the balance, if any, to us.

Witness our signature, this the 20th day of July 1905.

Mrs. O. C. Rice.

A. P. Rice.

State of Mississippi....)

:--SS

Hinds County.....)

Personally appeared before me, John L. Robinson, A Justice of the Peace in and for the County of Madison and State of Mississippi, Mrs. O. C. Rice, and A.P. Rice, within named, who acknowledged that they signed and delivered the within and foregoing Deed of Trust on the day and year therein named.

Witness my signature and official seal of office, this the 20th day of July 1905.

Jno. L. Robinson,

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

J. F. McKay.....
To/ Deed.....
Joel F. Johnson.....

Filed for Record July 21-1905 at 4:30PM

Recorded July 26-1905.

—Warranty Deed—

In consideration of (\$400.00) Four Hundred Dollars cash paid me by Joel F. Jh Johnson, I convey and warrant to said Joel F. Johnson the land lying in the Village of Madison in Madison County, State of Mississippi described as:- A lot of land in NE^{1/4} SW^{1/4} of ... Sec. 8. T. 7. R. 2 East, being Lot No. 1 in Block No. 1, of Ella J. Lee's addition to Madison, in the County of Madison said State, of Mississippi, as surveyed and plotted by R. H. Bell surveyor of Linds County, Miss. Aug., 10th 1897, and recorded in Plot Book said County on Page 7 et seq.

Witness my signature, this the 7th day of July A. D. 1905.

J. F. McKay:

State of Mississippi.)

-SS
Madison County.....)

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

Given under my hand and seal, at officem in said County and State, this the 18th day of July A.D. 1905.

F. C. McAllister,
Chancery Clerk.

Highland Colony Co.....)

To/ Warranty Deed.....
Fred Stevens.....)

Filed for Record July 24-1905 at 8 A.M.

Recorded July 26-1905.

This Indenture Witnesseth:- That the Grantor, The Highland Colony Company, of the Village of Ridgeland, in the County of Madison and State of Mississippi, for and in consideration of the sum of Two Hundred and Eighty Dollars, in hand paid, conveys and warrants to Fred Stevens of the Village of Ridgeland County of Madison, and State of Mississippi the following described Real Estate, to-wit:- Acres six and Seven(6 and 7). Lot Four (4) Block Thirty-two (32) as laid down on plat of sub-division now on file in the office of the Chancery Clerk of said Madison County, situated in the Highland Colony in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this 21st day of July 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
Village 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 R.H. Thompson, Vice Pres., and J.P. Cooke, Sec. & Treas., of the Highland Colony Co., personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their act and deed and the act and deed of the Highland Colony Company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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

P.L. Porter,
Mayor of Ridgeland & Ex-Officio J.P.

W. I. Smith

Filed for Record July 28-1905 at 2 PM

Sallie A. Smith.....)

Recorded July 28-1905.

To / War. Deed.....)

G. B. Merrill.....:-

J. C. Merrill.....)

P. S. Merrill.....)

In consideration of Forty-Two Hundred and Fifty Dollars, cash in hand paid us by G. B. Merrill, J. C. Merrill and P. S. Merrill, the receipt of which is hereby acknowledged; We, W. I. Smith and Sallie A. Smith, Husband and wife, do hereby convey and warrant unto G. B. Merrill, J. C. Merrill and P. S. Merrill forever the following described property lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

E $\frac{1}{2}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 19. T. 9. R. 5 E.W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 30. T. 9. R. 5 E.

Less and excepting five acres of land covered by the body of water known as "Adam's Lake".

Witness our hands and seals, this the 28th day of July, A. D. 1905.

W. I. Smith, (SEAL)

Sallie A. Smith (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. I. Smith and Sallie A. 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 acts and deed.

Given under my hand and official seal, this the 28th day of July A. D. 1905.

Harry T. Huber

--Notary Public. (SEAL)

My Commission Expires January 28th, 1908.

W. S. Neal..... Filed for Record July 28-1905 at 10 AM

John C. Neal.....)

Recorded July 28-1905.

Carrie Neal Wells.....)

Nancy B. Neal.....)

Mary Neal Price.....)

Sarah Neal Armistead.....)

To / Deed.....)

L. T. and G. C. Murphy.....)

State of Mississippi.)

:-SS

Madison County.....)

In consideration of the sum of Twelve Thousand Dollars of principal and interest on the same at the rate of eight percent per annum from date until paid, which indebtedness is evidenced by six principal notes and six interest notes as follows:- Payable to our own order and endorsed by us in blank.

1 Principal Note due January 1st 1906	\$2000.00
1 Principal Note due January 1st 1907	\$2000.00
1 Principal Note Due January 1st 1908	\$2000.00
1 Principal Note due January 1st 1909	\$2000.00
1 Principal Note due January 1st 1910	\$2000.00
1 Principal Note due January 1st 1911	\$2000.00
	\$12000.00
1 Interest Note due January 1st 1906	\$960.00
1 Interest Note due January 1st 1907	\$800.00
1 Interest Note due January 1st 1908	\$640.00
1 Interest Note due January 1st 1909	\$480.00
1 Interest Note due January 1st 1910	\$320.00
1 Interest Note due January 1st 1911	\$160.00
	\$3360.00

We, W. S. Neal, John C. Neal, Carrie Neal Wells, Mary Neal Price, Nancy Baskin Neal and Sarah Neal Armistead, the last named being a minor, who executes this deed by authority given by a decree of the Chancery Court of the first District of Hinds County, Mississippi, the County of her residence, removing her disabilities of minority for the purpose of the execution hereof, do hereby convey and warrant unto L. T. and G. C. Murphy that certain tract of land in the County of Madison and State of Mississippi, described as follows to-wit:-

Forty---Acres off of the north-east corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of ... Sec. 9, and the N $\frac{1}{2}$ Section 10, and the SW $\frac{1}{4}$ Section 10, and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of ... Sec. 10. Also forty acres off of the S $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of ... Sec. 9, all of the said lands lying and being in Township 8 of Range 1 West, and being known as the plantation owned and occupied by J. O. Neal in his lifetime, the above named grantors being all of the heirs at law of the said J. O. Neal, who died intestate.

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

W. S. Neal.

Mary Neal Price.

John C. Neal.

Carrie Neal Wells.

Sarah Neal Armistead.

Nancy B. Neal.

Deed signed and delivered this 2nd day of January 1905.

Signed by Power Attorney recorded in Book SSS

Page 465 This 2nd day of Jan 1905

S. M. Clark Clerk

By S. M. Clark D.C.

(SEE NEXT PAGE FOR ACKNOWLEDGMENTS)

State of Mississippi)

-SS-

Hinds County.....)

Personally came before the undersigned officer, John C. Neal, Carrie Neal Wells, and Nancy B. Neal, who each acknowledged that they signed and delivered the foregoing deed on the day of its date for all of the purposes therein expressed.

Given under my hand and official seal, this the 1st day of May A. D. 1905.

W. A. Montgomery (SEAL)

Notary Public

State of Mississippi)

-SS-

Hinds County.....)

Personally came before the undersigned officer, W. S. Neal and Mrs. Mary Neal Price, who each acknowledged that they signed and delivered the foregoing deed on the day of its date for all of the purposes therein expressed.

Given under my hand and official seal, this the 29th day of April 1905.

W. W. Downing, (SEAL)

Clerk

State of Mississippi)

-SS-

Hinds County.....)

Personally came before the undersigned officer, Sarah Neal Armistead, a minor who has had her disabilities of minority removed by a decree of the Chancery Court of The First District of Hinds County Mississippi, who acknowledged that she signed and delivered the foregoing deed on the day of its date for all the purposes therein expressed.

Given under my hand and official seal, this the 1st day of May 1905.

W. A. Montgomery (SEAL)

Notary Public

Thomas Frey.....)

Filed for Record July 28 1905 at 3 P.M.

To War. Deed....:-

Jennie W. Gilman..)

Recorded July 28 1905

State of Mississippi)

-SS-

Madison County.....)

In consideration of Nine Hundred Dollars to me paid, I, Thomas Frey, convey and warrant to Jennie W. Gilman, the following described property in Madison County, Mississippi, and within the corporate limits of the City of Canton, to wit:

A Lot of land Two Hundred feet by Two Hundred feet off the South East corner of that certain lot or parcel of land conveyed to me by Fellows, by deed recorded in Book "RR", Page "555", of the Land Records of Madison County, Mississippi, which said parcel of land is now occupied by me as a homestead. Said Lot is described by metes and bounds as follows: Beginning at that point on North Liberty Street in the City of Canton, where my said homestead lot joins the lot sold by the Bilbo heirs to M. S. Orrick; Thence running westerly with the line between my said homestead lot and said Orrick's lot Two Hundred Feet; Thence running North easterly and parallel with said north Liberty Street Two Hundred Feet; Thence running easterly and parallel with the south line of said Lot Two Hundred Feet to said North Liberty Street, Thence southwesterly along said Street Two Hundred Feet to the point of beginning.

Witness my signature, this the 28th day of July 1905.

Thomas Frey.

State of Mississippi)

-SS-

Madison County.....)

Personally appeared before the undersigned authority, Thomas Frey, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and seal, this the 28th day of July 1905.

F. C. McAllister Chancery Clerk.

By W. O. Baldwin Dep. Clerk.

(SEAL)

W. L. Maxwell...
W. A. Maxwell...
To/ Deed...
T. J. McKay...)

Filed for Record July 26 1905 at 4 P.M.

Recorded July 28 1905.

State of Mississippi)

:--SS

Madison County.....)

In consideration of Six Hundred Dollars (\$600.)
in hand paid, we convey and warrant to T. J. McKay the following land situated in
Madison County, State of Mississippi, and described as:-

Forty-one and 27/100 acres off the South end of Lot No. One ~~x~~ west of Choctaw boundary line, and Nineteen and 40/100 acres off the North end of Lot No. Two west of Choctaw Boundary line, and the North half of Lot No. Ten containing 21 and 80/100 acres. east of the Choctaw boundary line, and nine and 27/100 acres off the North end of the South half of Lot No. Ten, east of the Choctaw Boundary line, and Ten acres out of the North west corner of Lot Eleven East of the Choctaw Boundary Line, all in Section 18 Township 11, Range 5 east. And the North-east Quarter of the North-east Quarter, Section 13 Township 11, Range 4 East, containing 40 acres, more or less.

Witness our signatures, this the 15th day of October, 1904:

W. L. Maxwell.

W. A. Maxwell.

State of Mississippi)

:--SS

Madison County.....)

Personally appeared before me, a Justice of the Peace of the County aforesaid the within named W. L. Maxwell and W. A. Maxwell, who acknowledged that they signed and delivered the foregoing deed of conveyance as their act and deed, on the day and year herein mentioned.

Witness my hand, this the 15th day of October, 1904.

H. Greenwaldt.

J.P.

H. B. Welsh By:.....)

Filed for Record July 19 1905 at 2:30 PM

S. T. McKee, Sheriff....)

Recorded July 29 1905.

To/ Deed.....:-

Isidore Hesdorffer.....)

--SHERIFF'S DEED OF CONVEYANCE--

By virtue of an Execution issued by R. W. Garrison, a Justice of the Peace in Washington County, Mississippi, on the 6th day of December 1902, returnable before said Justice of the Peace, said Court, on the 9th day of January 1903, to enforce a judgement of said Court, rendered on the 22nd day of October 1901, in favor of Isidore Hesdorffer, against H. B. Welsh for \$84.93 and costs.

I, as Sheriff of Madison County, Mississippi, have this day according to law, sold the following lands, to-wit:-

E $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 2. Town. 9. Range 5 East And E $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 35. Town. 10. Range 5 East. All in Madison County, State of Mississippi. When Isidore Hesdorffer became the best bidder, therefor, at the sum of Eighty Dollars and having paid said sum of money, I now convey said land to him.

Witness my hand, this 5th day of January 1903.

S. T. McKee,

--Sheriff--

State of Mississippi)

:--SS

Madison County.....)

Personally appeared before me, Harry T. Huber, A Notary Public in and for the City of Canton, said County and State, S. T. McKee Sheriff of Madison County, who acknowledged that, as Sheriff, he signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned as his own official act and deed.

Given under my hand and seal of office, this 5th day of January 1903.

Harry T. Huber. (SEAL)

--Notary Public--

State of Mississippi....)

:--SS

Washington County... ..)

Copy of the record of the proceedings before R. W. Garrison, a Justice of the Peace of Washington County, in Dist., No. 4, of said County, in the case therein set forth, to-wit:-

No. 625.

Isidore Hesdorffer) . . . Character of Suit— A Note for Sum of \$71.83 , dated

—vs— (Jan. 12/1900 with 10% interest, & damages 10%)

H. B. Welsh.....) . . .

Written statement of cause of action filed the 9th day of Oct. 1901.— Kind of Process. When issued. When returnable. Summons. Oct. 9/1901. Oct. 22/1901. To Whom directed. S. Johnson. S. C. . Copy of return made on process by proper Officer, "Executed this writ personally by delivering a true copy of the within Writ to H. B. Welsh, the within named Defendant, this Oct. 10/A.D. 1901.

Signed—

S. Johnson x His Mark.

S. C.

Other proceedings and Judgment in full with date of same. Oct. 22/1901.

Judgment by default. R. W. Garrison, J.P.- This cause coming on for trial, this Oct. 22-1901, a regular term day of this Court, the Plaintiff being ready for trial- The Defendant, H. B. Welsh, being duly called, came not but wholly made default - And it appearing to the Court that said Defendant had been personally served with lawful summon more than five days before this return day thereof,- It is ordered by the Court that Plaintiff, Isidore Hesdorffer, do have and recover from said Defendant the sum of \$71.83 and the further sum of \$5.38 accrued interest on said sum and an additional sum of \$7.72 as accrued damages on the note sued on, and all costs in this behalf - for which Execution may issue.

Witness my signature, this the 12th day of November A. D. 1901.

R. W. Garrison,

--J.P.--

Executed issued Dec. 6-1902. Sent to Plaintiff at Canton, Miss., returnable Dec. 23-1902. Dec. 23-1902 alias sent to Atty., W. H. Powell for Plaintiff, returnable Jan. 9-1903.

Abstract made Nov. 13-1901 and mailed Plaintiff, Canton, Miss.,

State of Mississippi.....)

--SS

Washington County.....)

I, W. K. Gildart, Clerk of the Circuit Court, in and for said County and State, do hereby certify that the foregoing Transcript is a true and correct copy of the Proceedings had and done before R. W. Garrison, J.P. as the same appears of record on his Docket, as Justice of the Peace of the Fourth Supervisors District.

Given under my hand and official seal, this the 26th day of January A.D. 1903.

W. K. Gildart. Circuit Clerk.

By R. S. Gildart. D.C. (SEAL)

State of Mississippi.....)

--SS

Washington County.....)

Copy of the record of the proceeding before R. W. Garrison, a Justice of the Peace of Washington County, in District No. 4 of said County, in the case therein set forth, to-wit:-

No. 625.

Isidore Hesdorffer..).

-vs-

H. B. Welsh.....).

(Character of suit- A Note for sum of \$71.83

(dated Jan. 12-1900 with 10% Int. & Damages 10%.

Written statement of cause of action filed the 9th day of Oct., 1901.

Kind of Proceeding.

When Issued.

When Returnable.

Summons.

Oct. 9th, 1901.

Oct. 22-1901.

To Whom Directed--S. Johnson; S. C.-

Copy of return made on process by proper Officer. Executed this writ personally by delivering a true copy of the within writ to H. B. Welsh, the within named defendant, this the 10th day of Oct. A. D. 1901.

Signed:-

S. Johnson His X Mark.

--S. C.--

Other proceedings and judgment in full with date of same, Oct., 22-1901. Judgment by default, R. W. Garrison, J.P.-

This cause coming on to be tried on this Oct., 22-1901, a regular term day of this Court, The Plaintiff being ready for trial. The defendant, H. B. Welsh, being duly called, came not, but wholly made default, and it appearing to the Court that said Defendant had been personally served with lawful summons more than five days before this, the return day thereof. It is ordered by the Court that Plaintiff, Isidore Hesdorffer, do have and recover from said Defendant, the sum of \$71.83, and the further sum of \$5.38 accrued interest on said sum and an additional sum of \$7.72 as accrued damages on the note sued on and all costs in this behalf for which execution may issue.

Witness my signature, this the 12th day of November A.D. 1901.

R. W. Garrison,

--J.P.--

Execution issued Dec. 6-1902 directed to Sheriff of Madison County, Mississippi, returnable January 9th, 1903.

Abstract made Nov., 13th, 1901 and mailed Plaintiff, Canton, Miss.,

The Following is the Execution and return thereon :-

The State of Mississippi:-

To any lawful Officer of Madison County:-

We command you, That of the real and personal estate of H. B. Welsh, you cause to be made the sum of Eighty-four 93/100 Dollars, adjudged by the undersigned Justice of the Peace of the County of Washington, in said State, on the 22nd day of Oct., A.D. 1901, to Isidore Hesdorffer, also interest at 6% per centum on said sum until you shall make said money and costs to amount of Three --05/100 Dollars, as taxed, and costs to accrue under this Execution, to be taxed by you; and have said money before me on the 9th day of January 1903, and have there then this writ.

Witness my hand, the 6th day of Dec. A.D. 1902.

R. W. Garrison,

--J.P.--

-CONTINUED ON NEXT PAGE-

In obedience to the within Execution, I levied upon the: -
 E¹ NW¹ Sec. 2. Town: 9. Range 5 East, And
 E¹ SW¹ Sec. 35. Town: 10. Range 5 East.

In Madison County, Mississippi, on December 8th, 1902, and at once, as provided by law, advertised the same for sale and on January 5th, 1903, sold said lands in the manner and form provided by law to Isidore Hesdorffer for the sum of Eighty Dollars cash. The proof of publication of the sale of said lands is hereto attached and made a part of this return. This, January 5th, 1903,

S. T. McKee,
Sheriff

State of Mississippi...) :-SS

Washington County.....)

I, R. W. Garrison, A Justice of the Peace, in and for said County and State, do hereby certify that the foregoing Transcript is a true and correct copy of the proceedings had and done before me, R. W. Garrison, J.P., as the same appears of record on my docket, as Justice of the Peace of the Fourth Supervisors District in said County, and also a true and correct copy of the Execution and return thereon by S. T. McKee, Sheriff of Madison County, Mississippi.

Witness my signature, this the 5th day of January A. D. 1903.

-Justice of the Peace-
Washington County, Miss-

E. & A. Hesdorffer)
To-/Party-Wall....)
Sophie Gross....)
AND
Sophie Gross....)
To-/Party-Wall
E. & A. Hesdorffer)

Filed for Record July 29-1905 at 9:30AM

Recorded July 29-1905.

—DECLARATION OF OWNER-SHIP—

This is to show that Sophie Gross and Eugene and Albert Hesdorffer own jointly one-half by Sophie Gross and one-half by Eugene and Albert Hesdorffer, the brick wall separating Lots 4 and 5 Square Six, South of Peace Street and South of the Public Square in the City of Canton, Madison County, State of Mississippi, said lots being so numbered on the map of said City prepared by George and Dunlap.

Witness our signatures, this the 17th day of July A. D. 1905.

Eugene Hesdorffer. (SEAL)
Albert Hesdorffer (SEAL)
Sophie Gross: (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, Sophie Gross and Eugene and Albert Hesdorffer 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 29th day of July A.D. 1905.

Harry T. Huber.

—Notary Public— (SEAL)

W. H. Bole.....) Filed for Record July 29 1905 at 2 P.M.
 To War. Deed.....)
 G. B. Merrill..... Recorded July 29 1905.
 J. C. Merrill.....
 P. S. Merrill.....)

In consideration of Seventy-Eight Hundred and Forty Dollars, cash in hand paid me by G. B. Merrill, J. C. Merrill and P. S. Merrill, the receipt of which is hereby acknowledged, I, W. H. Bole, do hereby convey and warrant unto G. B. Merrill, J. C. Merrill, and P. S. Merrill forever the following described property, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

W₁ SW₁ Sec. 29. T. 9. R. 5 East,
 S₂ & W₂ NE₁ & E₂ NW₁ Sec. 30. T. 9. R. 5 East.
 Containing .560 acres of land, less the acre upon which my fishing house is now located, but the trees now standing upon said one acre are conveyed by this Deed.

Witness my hand and seal, this the 29th day of July A.D. 1905.

Wm. H. Bole (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. Bole, unmarried, who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned as his own act and Deed.

Given under my hand and official seal, this the 29th day of July A.D. 1905.

Harry T. Huber. (SEAL)

--Notary Public

My Commission Expires January 28th, 1905.

L. E. Thompson.....)
 To Deed Trust.....)
 Jeff Kent, Trustee.....)
 Use of G.G. Beaman.....)

Filed for Record Aug. 3-1905 at 9 A.M.

Recorded August 3-1905.

State of Mississippi.....)

:--SS

Scott County.....)

This deed of trust, made this the 12th day of July A.D. 1905, witnesseth: That whereas, L. E. Thompson, party of the first is indebted to G. G. Beaman in the sum of Seven Hundred Ninety Eight and no/100 Dollars, evidenced by one promissory note of even date due and payable November 12th, 1906, and whereas, said party of the first part has agreed to secure the payment of said indebtedness, as also any further amounts that may be advanced as aforesaid, and not mentioned herein. The party of the first part, in consideration of the premises, as well as for Ten Dollars to him paid by Jeff Kent, Trustee, does hereby bargain, sell, a sign and convey to said Trustee the following described property, situated in Scott and Madison Counties, Mississippi, Viz: His entire interest in the following described lands to-wit:

SW₁ of SE₁ Sec. 28. T. 9. R. 4 East, and
 SE₁ of NW₁ and W₂ of NE₁ of SE₁ Sec. 33. T. 9. R. 4 East and
 NW₁ of NE₁ Sec. 33. T. 9. R. 4 E. and
 SW₁ of NW₁ and NE₁ of SW₁ and 12 acres more or less of the NW₁ of SE₁ of
 Sec. 33. T. 9. R. 4 (12 acres described as follows: Commencing at the NW corner of a 5 acre lot of M. D. Spivey, run west as far as said 40 acres runs, thence south to corner, thence east as far as west on North end, thence North to place of beginning all in Madison County, Miss., And also 1/2 interest in Mill-house, mill lot, machinery of all kinds, fixtures, grist, gin, press, boiler, engine, saw mill, situated in Hererville, Scott County, Miss., and any increase of property, real or personal, that may be hereafter acquired, by purchase or otherwise, the title to which unto said Trustee, or any successor, he warrants and agrees to forever to defend. In Trust, however, That if said party of first part shall, on or before the 12th day of November 1906, pay what may be due said G.G. Beaman for money advanced, and supplies and merchandise sold and delivered him, as aforesaid, and all costs incurred on account of said Deed of Trust, then this Deed of Trust to be void, as to the indebtedness contracted to that time, but if default is made in said payments, or any part hereof, or subsequent indebtedness under this contract, the Trustee shall take possession of said property, without notice of any kind, and having given 30 days' notice of the time, place and terms of sale, by posting written notice in three public places in said Counties - sell said property, or a sufficiency thereof to make said payments for cash, at public auction, at Forest, Scott County, Mississippi. And said G.G. Beaman or his legal representatives or assigns, can, at any time he may desire, appoint a Trustee in the place of Jeff Kent 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, or about to be removed out of said County, he shall take the same into his possession, and hold till said payments are made, or until said property is sold as aforesaid, but until demanded by the Trustee, for either of the purposes aforesaid, said party of the first part can hold the same.

Witness my signature, this the 12th day of July 1905.

L. E. Thompson (SEAL)

State of Mississippi)

-SS

Scott County.....)

This day personally appeared before the undersigned Chancery Clerk in and for said County, the within-named L.E. Thompson, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Witness my hand and seal of Office, this the 12th day of July A.D. 1905.

O. B. Triplett

--Clark-- (SEAL)

R. W. Barrett.....)

Filed for Record August 7-1905 at 3 P.M.

To War. Deed.....:-

W. T. Jenkins.....)

Recorded August 7-1905.

--R. W. Barrett -to- W. T. Jenkins--

For and in consideration of the Title to the following land, to-wit:-

3 acres out of the South-west corner of ... Section 21- Town. 12. Range 5 East, as deeded by me to W. T. Jenkins in Dec. 1904, reverting back to me, as before said sale in Dec. 1904, I convey and warrant especially to W. T. Jenkins the following described lands situated in the county of Madison and State of Mississippi, to-wit:-

3 acres in the North-east corner of $\frac{1}{4}$ of Sec. 21. Town. 12. Range 5 East containing 3 acres, more or less.

Witness my hand, this 10th day of June 1905.

R. W. Barrett.

State of Mississippi...)

-SS

Madison County.....)

Personally appeared before me, W. T. Linn, a Justice of the Peace for said County, the within-named R. W. Barrett, 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 at office, this the 10th day of June 1905.

W. T. Linn.

J.P.

Highland Colony Company)

Filed for Record August 7-1905 at 3 P.M.

To Quit Claim.....:-

Sophia R. Nash.....)

Recorded August 7-1905.

Whereas, Nichols and Thompson, did, on the 10th day of January, 1898, intend to convey and warrant to Susan M. Head, by a deed of record in Madison County, Miss. in Book "GGG" on Page "222" that certain lot in the Village of Ridgeland, in Madison County Miss., described as:- Lot 5 in Block 45 said Village, and whereas, in drawing the said deed the said lot was described as lying in Highland Colony, when in fact the lot was in the village of Ridgeland, and whereas, the said Highland Colony Co., a corporation under the laws of the State of Mississippi, domiciled at Ridgeland, in said State, have acquired all the title of said Nichols and Thompson to said lot No. 5, Block 45, said Village of Ridgeland, and the records now show title in said Colony Co., and whereas, said Highland Colony Company claim no title in said property intended by said Nichols and Thompson to have been conveyed by said above mentioned deed to said S. M. Head, and whereas, said S. M. Head has conveyed her interest in said lot to Sophie R. Ash, wife of John M. Ash, and whereas, to make the record title clear in said S. M. Ash, to enable her to convey said property, and in consideration of \$1.00 cash, paid us by said S. M. Ash, the said Highland Colony Company, by R. H. Thompson, President and J.P. Cooke, Sec. & Treas., its executive officers, do hereby convey and quit claim to said Sophie R. Ash all its interest in and to the said Lot 5 in Block No. 45 in the Village of Ridgeland, in Madison County, State of Mississippi.

Witness said Highland Colony Company, by its executive officers, this the 4th day of

August A. D. 1905.

Highland Colony Company by

R. H. Thompson, Vice. Pres.

J. P. Cooke, Sec. & Treas. (SEAL)

State of Mississippi...)

-SS

Madison County.....)

Personally appeared before me, P.L. Porter, Mayor of the Village of Ridgeland, and Ex Officio, an acting Justice of the Peace of said County, the within-named R. H. Thompson, and J.P. Cooke, executive officers of the said Highland Colony Company, a corporation, who acknowledged that they signed and delivered the above instrument on the day and year therein written for said Company, and as the executive officers of said Company.

Given under my hand and seal at said Village of Ridgeland, this the 4th day of August A. D. 1905.

P.L. Porter,

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

(SEAL)

E. A. Stokes.....
To War. Deed.....
Cora Hesdorffer.....

Filed for Record Aug 8-1905 at 2 P.M.

Recorded August 9-1905.

In consideration of Three Thousand Dollars, cash in hand paid me by Cora Hesdorffer, the receipt of which is hereby acknowledged, I, E. A. Stokes, do hereby convey and warrant unto Cora Hesdorffer forever the following described lot of land, lying, being and situated in the City of Canton, Madison County, State of Mississippi to-wit:-

S¹ S² of Lot Number One in Square Number 8, according to the original plan of the town of Canton, and further described as Lot No. 12 on the east side of Liberty Street - East of Public Square, according to the map of George and Dunlap of the City of Canton.

The said Stokes shall pay the taxes for the year 1905. Witness my hand and seal, this the 21st day of July A. D. 1905.

E. A. Stokes,

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

Personally appeared before me, E. C. Melton, A Member of the Board of Supervisors, Beat Number Three, in and for said County, and State, the within named E. A. Stokes, 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 8th day of Aug A.D. 1905.

E. C. Melton

--Member of the Board of Supervisors Beat Number Three--

Jackson Bank.....
A. M. Nelson, Trustee:-
To Release.....
Ella J. & R. C. Lee.)

Filed for Record August 8-1905 atv 8 AM

Recorded August 9-1905.

This Deed of Release and Quit Claim made this the 4th day of August 1905, between A. M. Nelson, Trustee, as hereinafter mentioned, of the first part and Ella J. Lee of the Second part - Witnesseth: - Whereas, on the 23rd day of April 1903, said Ella J. Lee with R. C. Lee, her Husband, did execute to said party of the first part a deed in trust to secure the Jackson Bank of Jackson, Miss., in the payment of a certain sum of money therein mentioned, on the following described lands (amongst other lands) to-wit:-

Lots 15 and 16 in Ella J. Lee's 2nd Addition to Madison, Madison County, Mississippi, and whereas, the Madison Gin Company is desirous of purchasing said land as aforesaid, and the said Lee and wife being desirous of selling the same, and whereas as the said Jackson Bank is willing for the sale thereof to be made and the said last-named last-named portion released from the operation, force, and effect of said deed in trust, - Now, therefore, the said party of the first part in consideration of the premises and of the sum of One Dollar in hand paid, do by these presents release and quit claim to the said Ella J. Lee, all the right, title and interest of the said Jackson Bank and the said Trustee in the afore mentioned lots of land, but without prejudice to, or the impairment of said trust deed as to all other lands and property therein described and conveyed and which deed of trust is for all other purposes thereof to be and remain in full force and effect.

Witness my hand, this the 4th day of August A. D. 1905.

A. M. Nelson.

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

Personally appeared before me, A. C. Jones, Notary Public in and for the City of Jackson, said County and State, the within named A. M. Nelson, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this the 4th day of August A.D. 1905.

A. C. Jones,

--Notary Public-- (SEAL)

Marie Nilson Joined by.....
A. A. Nilson, Her Husband.....

To/ Warranty Deed.....
C. F. Smith.....

State of Texas.....

-SS

County of Grayson.....) ——Know all men by These Presents:-

That, I, Marie Nilson, joined by A. A. Nilson, my Husband, of the County of Grayson in the State aforesaid, do, for, and in consideration of, the sum of Two-Hundred-and-Seventy-five-and no/100 Dollars, to me in hand paid, the receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto C. F. Smith of the County of Madison, and State of Mississippi, all that certain tract or parcel of land described as follows:—Situated in the County of Madison, State of Mississippi, in the City of Canton, and known as:— Lots Eight (8) and Ten (10) North side of Hill Street, Canton Mississippi, more particularly described as follows:—to-wit:

Beginning at the SW Corner of a lot owned by Mrs. Medora Bennett on the South side of Semmes Street, thence South 212 feet, more or less, to a proposed street, thence east along the Northern boundary of said proposed street 236 feet, thence North 212 feet, more or less, to the NE Corner of said Bennett Lot, thence west 236 feet to the point of beginning, together with all and singular the rights, members, heritaments and appurtenances to the same belonging, or in anywise incident or appertaining to have and to hold, all and singular the premises above mentioned, unto the said C. F. Smith heirs and assigns forever. And I, the said Marie Nilson, do hereby bind myself, my heirs and executors, and administrators, to warrant and will forever defend all and singular the said premises unto the said C. F. Smith, his heirs and assigns, against every person or persons whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness my hand, this the 6th day of March 1902.

Marie Nilson.

Albert A. Nilson.

State of Texas.....)

-SS

County of Grayson..)

Before me, James S. Kone, A Notary Public in and for Grayson County, this day personally appeared Marie Nilson and A. A. Nilson known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated, And Marie Nilson, wife of the said A. A. Nilson, being examined by me privily and apart from her husband, and having the same fully explained to her, the said Marie Nilson acknowledged the same to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she wished not to retract it.

Given under my hand and official seal, this the 6th day of March 1902.

James S. Kone

Notary Public in and for Grayson County, Texas— '(SEAL)

Henry C. Cage.....)

Filed for Record Aug 9-1905 at 2 P.M.

To/ Right of Way.....)

Recorded August 9-1905.

Mississippi State Bank.....:-

Elks Lodge No. 458.....)

State of Mississippi)

-SS

Madison County.....)

In consideration of Forty Dollars to me paid, I, Henry Cage, grant to the Mississippi State Bank and Benevolent and Protective Order of Elks, Lodge No. 458, permission to pay a sewer pipe through my present residence lot, beginning at any point which said Bank and said Elks may see fit on the boundary line between my said lot, and the lot belonging to said Elks Lodge, and running on a straight line to the north-east corner of my said lot, so that said sewer pipe shall empty into the sewer which crosses Center St., upon the following conditions:— Which conditions shall follow the ownership and title to said lot whoever shall hereafter be the owner thereof. Said Bank and said Elks are always to have a right of way through my said lot, but should it at any time become necessary or expedient in building or making improvements by myself or my successors to have said pipe moved so as to take some other course through said lot, then said Bank and said Elks shall remove said pipe as shall be designated by me or my successors. In putting said pipe through my said lot, said Bank and said Elks shall cause a "T" pipe to be put in at such point as shall be designated by me, and I reserve the right at any time to connect any sewer pipe which I may hereafter establish, with said pipe by means of said "T" pipe.— Provided same shall first connect with a properly constructed cess-pool so arranged with a syphon that clear water only shall flow through said outlet pipe.

Witness my hand, this the 9th day of August, 1905.

Witness:— Noland M. Reid.

Henry C. Cage.

State of Mississippi)

County of Madison.....) Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court of the County of Madison, Noland M. Reid, subscribing witness to the foregoing instrument, who, being duly sworn, deposeth and saith that he saw the within named Henry C. Cage, whose name is subscribed thereto, sign and deliver the same to the said Mississippi State Bank and Elks Lodge, that this affiant subscribed his name as a witness thereto in the presence of the said Henry C. Cage,

Noland M. Reid.

Sworn to and subscribed before me)
this the 9th day of August 1905.)

F. C. McAllister Chancery Clerk.

By W. O. Baldwin Dep. Clerk.

Lease of Office at Canton.

Lease of Office at Canton, Miss.)
From J. A. Weatherford To.....
The Western Union Telegraph Co...)

Filed Aug. 12 1905 at 9 A.M.

Recorded Aug. 16 1905.

This Indenture, made the Twenty-first day of July One Thousand Nine Hundred and Five between J. A. Weatherford, party of the first part, and The Western Union Telegraph Company, party of the second part, Witnesseth:-

That for and in consideration of the mutual covenants herein contained the parties hereto have agreed as follows:- The party of the first part does hereby let, lease and demise unto the party of the second part, its successors or assigns, the following described premises in the Town of Canton, Miss., to-wit:-

The second floor front room 20 by 35 feet in size situated in building located at No. Peace Street, together with sufficient water for use in said premises. With the appurtenances, for the term of Four (4) Years to commence on the first day of August 1905 and terminate on the first day of August 1909 at the yearly rent or sum of One Hundred and Twenty (\$120.00) Dollars payable in equal monthly payments.

This agreement is intended to assure to the party of the second part the exclusive right to maintain and operate a telegraph office in said building; and the party of the first part hereby agrees that he will not grant, or permit others to grant, to any other person or corporation the right to establish, maintain or operate a telegraph office in said building or to connect telegraph wires therewith during the term of this lease or any renewals thereof.

The party of the first part his heirs, administrators, successors or assigns, is to keep said premises in good and tenantable condition, repairing walls, floors, etc., and painting papering walls and ceilings when necessary, but the party of the second part is to repair any damage to the walls, glass or woodwork caused by negligence, carelessness, or waste of its agents or employes.

The party of the second part shall have the privilege of renewing this lease, upon the same terms and conditions, from year to year, for four additional years, on giving written notice of its desire so to renew at least thirty days before the expiration of each year.

That wires of the party of the second part may be led over the roof or through the foundation walls of the building in which said premises are situated, and into the demised premises, and the necessary fixtures for a general telegraphic business may be placed upon said building.

The party of the second part may sublet the whole or any part of said premises for any business not deemed extra hazardous.

If any rent shall be due and unpaid, or if default shall be made by the party of the second part in any of the covenants contained, to be by it performed, then it shall be lawful for the party of the first part to re-enter said premises, and to remove all persons therefrom.

The said party of the second part covenants to pay to the party of the first part, his heirs, administrators, successors, or assigns, the rents as herein specified, and that at the expiration of its right to occupy under this lease it will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by fire or the elements excepted.

The said party of the first part covenants for himself his heirs, administrators, successors, or assigns, that the party of the second part, on paying the said yearly rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term or terms aforesaid.

In no case the building on said premises or that portion of such building leased by the party of the second part, shall be destroyed, or be so injured by the elements or any other cause, as to be untenantable and unfit for occupancy, the party of the second part shall not be liable or bound to pay rent to said party of the first part for the same after such destruction or injury, and may thereupon, at its option, quit and surrender possession of the premises; but may, if it so desire, upon the completion of the repair or restoration of said building, re-occupy the same, or such portion as aforesaid, upon the terms and conditions herein set forth, the rental to commence from the date of such re-occupancy.

At the termination of its right to occupy said premises under this lease, the party of the second part shall have the right to remove any fixture which it may have placed upon the premises; but it shall repair all damage or injury to the premises caused by such removal.

In witness whereof, the party of the first part has hereunto set his hand and seal, and the party of the second part has caused its corporate seal to be hereunto affixed, and these presents to be subscribed by its Vice-President and Secretary, the day and year first above written.

J. A. Weatherford. (SEAL)

Witness as to signature of Lessor:-

W. T. Gant.

Thos. F. Clark- Vice President.

A. R. Brewer, Secretary.

(See Next Page for Acknowledgment.)

State of New York.....)

:--SS

County of New York.....)

On this, 24th day of July A. D. 1905, before me personally appeared Thos. E. Clark, Vice-President of the Western Union Telegraph Company, to me known who, being by me duly sworn, did depose and say that he resides in the City, County and State of New York, that he knows the corporate seal of The Western Union Telegraph Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company, and was so affixed by order of the Executive Committee of its Board of Directors, and that by like order he signed the same as Vice-President. And on the same day and year before me personally appeared Abijah R. Brewer, Secretary of the said Company, to me known who, being duly sworn, did depose and say that he resides in the Borough of Glen Ridge, County of Essex and State of New Jersey, that he knows the corporate seal of The Western Union Telegraph Company, and was so affixed by order of the Executive Committee of its Board of Directors, and that by like order he attested the same as secretary.

Charlotte A. Van Brunt. (SEAL)

Notary Public Kings County, No. 5.

Certificate filed in New York County.

My Commission Expires May 30-1906.

Mississippi Company.....)

Filed August 10-1905 at 4 P.M.

To / Warranty Deed.....)

Recorded August 16-1905.

Chicago, St. Louis, & New Orleans, R. R. Co.)

In consideration of \$1.00 and other valuable considerations, receipt of which is hereby acknowledged, we hereby convey and warrant unto the Chicago, St. Louis and New Orleans Railroad Company, the following described lot situated in the Village of Way, Madison County, Mississippi, to-wit:-n

Lot No. 4 in Block 6, for fuller reference and information see the map of the Village of Way as recorded the 30th day of May 1905, in Plat Book, records of the Chancery Clerk of Madison County, State of Mississippi, but it is understood that the grantee or its assigns is not to build upon this lot a gin house for the ginning of cotton.

Witness our signatures, this the 16th day of June 1905.

The Mississippi Company
By Isidore Gross, President.

Counter-signed by:-

L. Foot, Secretary.

State of Mississippi.....)

:--SS

Madison County.....)

Personally appeared before me, A Notary Public for the County of Madison, and State of Mississippi, The Mississippi Company by its President, Isidore Gross, and its Secretary, Lawrence Foot, who acknowledged that they signed, sealed and delivered the above instrument on the date aforesaid.

Given under my hand, this the 16th day of June, 1905.

Harry T. Huber. (SEAL)
Notary Public

My Commission Expires January 28/1908.

Flora Commercial Co.....)

Filed for Record Aug. 15-1905 at 4PM

To / Deed.....)

Recorded August 16-1905.

G. S. Nobles.....)

In consideration of the sum of Seven Hundred Dollars (\$700.) paid us by G. S. Nobles, we, The Flora Commercial Company, hereby sell, convey and warrant, specially the following described lot, or parcel of land to-wit:-n
The center lot, Twenty-five (25) feet front by One Hundred (100) feet deep, in the East half of Lot 8 Sq. 1 in the Town of Flora, Madison County, Mississippi, and more particularly described by deed from M. W. Lutrick to Flora Commercial Co., and recorded in Chancery Clerk's Office in Book "III", Page "501" for the records of deeds at Canton, in said County and State.

Witness our signatures, this the 3rd day of August A. D. 1905.

The Flora Commercial Co.
BY G. H. Goodloe, Sec. & Treas.
J. D. Mann- President.

State of Mississippi.....)

:--SS

Madison County.....)

This day personally appeared before me, the undersigned Justice of the Peace in and for said County, the within named G. H. Goodloe, Sec. & Treas. and J. D. Mann, President, of the Flora Commercial Co., who acknowledged that the signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 3rd day of August A. D. 1905.

J. E. Lane, J.P.

George H. Staude.....) Filed for Record August 9=1905 at 9 AM
 To/ Warranty Deed.....-
 Highland Colony Company.) Recorded August 16=1905.
 -A Corporation.....)

This Indenture Witnesseth:- That the Grantor, George H. Staude, of the City of San Francisco in the County of San Francisco and State of California, for and in consideration of the sum of Four Hundred and 00/100 (\$400.00) Dollars, in hand paid, conveys and warrants to Highland Colony Company, a corporation domiciled in the Village of Ridgeland, of the County of Madison, and State of Mississippi, the following described Real Estate,- to-wit:-

Lot One (1) Block Sixteen (16), Highland Colony, consisting of Twelve (12) acres more or less. 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 the 1st day of July A. D. 1905.

George H. Staude. (SEAL)

State of California.....)
 :--SS

County of San Francisco.)

I, O. C. Pratt, Notary Public in and for said County, in the State aforesaid, do hereby certify that George H. Staude, 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 official seal, this the 31st day of July A.D. 1905.

O. C. Pratt. (SEAL)

Notary Public in and for the City and County of San Francisco, State of California-

A. B. Williams.....)
 To/ War. Deed.....-
 Annette E. Greaves.)

Filed for Record August 8-1905 at 12 M

Recorded August 16=1905.

Know all Men by these Presents:-

That I, A. B. Williams, (single) of Wapello County, and State of Iowa, in consideration of the sum of Exchange of property and One Dollar in hand paid by Annette E. Greaves of Wapello County, in the State of Iowa, do hereby Sell and Convey to the said Annette E. Greaves the following described premises, situated in the County of Madison, and State of Mississippi, to-wit:-

The ~~SE1~~ of the ~~NE1~~ and the ~~SE1~~ of Section 19, Town 9, Range 4 East - Subject to leases to Miles Love and Henderson Nash. Possession given Jan. 1-1906.

And I hereby Covenant with the said Annette E. Greaves that I hold said premises by title in fee simple; that I have good and lawful authority to sell and convey the same; that they are Free and Clear of all Liens and Incumbrances whatsoever, and I covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever except for taxes due from and after July 25th, 1905.

Signed, this the 25th day of July A.D. 1905.

A. B. Williams.

State of Iowa.....)
 :--SS

County of Wapello.....)

On this the 25th day of July A. D. 1905, before me, Keota W. Bannister, a Notary Public, within and for said County, personally came A. B. Williams, personally to me known to be the identical person whose name is affixed to the above instrument as grantor, and severally acknowledged the execution of the same to be his voluntary act and deed for the purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, at Ottumwa, Iowa, on the date last above written.

Keota W. Bannister. (SEAL)

Notary Public in and for Wapello, Co. Iowa.
 My Commission Expires July 4-1906-

W. J. Ward.....
To/ Deed Trust.....
J. A. Hemphill Trustee.....
Use of Mrs. J. E. Shrock....)

Filed for Record August 11-1905 at 8 A.M.

Recorded August 17-1905.

W. J. Ward --TO-- Mrs. Jessie E. Shrock--

This Deed of Trust and Agreement, Made this day of A. D. 1905, Witnesseth:- That, whereas, W. J. Ward, party of the first part is indebted to Mrs. J. E. Shrock in the sum of One Thousand and no/000 Dollars, on His Promissory Note of even date herewith due March 18th, 1906, at ten per cent interest from 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. A. Hemphill, Trustee, does hereby bargain, Sell and Convey to said Trustee, the property being in Madison County, Mississippi, and described as follows:

The SE¹ of SE¹ Section 5, Town-ship 11, Range 4 East- Lots 1 and 2 West Boundary Line Section 36. Town. 12. Range 4 East and south one-half of Lots 5 and 6 West Boundary Line..... Section 25, Town. 12. Range 4 East.

And is now in his possession, the title to which unto said Trustee, or any successor he warrants and agrees forever to defend. In Trustm that if said party of the first part shall, on or before the 18th day of March 1906, pay what may be due said Mrs. J. E. Shrock, 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 there be any, shall be paid over to the grantor herein.

And said Mrs. J. E. Shrock, or her assigns or legal representatives, can, at any time they may desire, appoint a Trustee in place of said J. A. Hemphill 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 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.

W. J. Ward.

State of Mississippi...).

--SS

Attala County.....)

Personally appeared before me, R. R. Howell, A Notary Public, for the Town of Pickens, for said County, the within named W. J. Ward, who severally acknowledged that he signed and delivered the foregoing Deed of Trust and Agreement, at the time there named, as his act and deed.

Given under my hand and seal of office, this the 18th day of March 1905.

R. R. Howell (SEAL)
--Notary Public--

John F. Barnard.....) Filed for Record August 17-1905 at 2 P.M.

Clark Cook et ux.....)

To/ Deed.....)

J. B. McKinney.....)

Recorded August 17-1905.

Warranty Deed

This Indenture Witnesseth:- That

John F. Barnard (unmarried) and Clark Cook and Lucinda M. Cook? his wife, of Benton County in the State of Indiana convey and warrant to Jessie B. McKinney of Marion County in the State of Indiana for the sum of Six Hundred Dollars, the receipt of which is hereby acknowledged, the following Real Estate in Madison County in the State of Mississippi, to-wit:-

All of our undivided two-thirds interest in the following described Real Estate:- in Madison County, Mississippi:-

The S $\frac{1}{2}$ of NE $\frac{1}{4}$ and N $\frac{1}{2}$ of N $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 13. Town. 8. Range 2 East, Also S $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$ and N $\frac{1}{2}$ of N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 13. Town. 8. Range 2 East containing 180 acres, of land, subject to unpaid balance of mortgage on said land given by Frederick E Beck to Lena Durfey for taxes.

In witness whereof the said John F. Barnard, unmarried, and Clark Cook and Lucinda M. Cook, his wife, have hereunto set their hands and seals, this 10th day of May A. D. 1904.

John F. Barnard. (SEAL)

Clark Cook. (SEAL)

Lucinda M. Cook. (SEAL)

State of Indiana.....)

:SS

Benton County.....)

Before me, Dawson Smith, a Notary Public in and for said County this 11th day of May 1904, personally appeared John F. Barnard - Clark Cook and Lucinda M. Cook, and acknowledged the execution of the annexed Deed.

Witness my hand and Notary seal,

Dawson Smith (SEAL)

--Notary Public--

--My Commission expires, April 1 1-1908.--

W. J. Latham AND.....) Filed for Record August 3-1905 at 12 M.

Etta Latham.....)

To/ Deed Trust.....)

L. A. Parrott- Trustee...)

Use/ Miss. T.M. Weiner)

Recorded August 17-1905.

Deed of Trust-

Whereas, We, W. J. Latham and Etta Latham owe Miss. T.M. Weiner the sum of One Hundred and Sixty-five Dollars evidenced by our promissory note of even date herewith due and payable one year after date with interest at the rate of ten percent per annum after maturity until paid. And whereas, we are anxious to secure the payment of said indebtedness at the maturity thereof; therefore, in consideration of Five Dollars, to us paid by L. A. Parrott (Trustee), the receipt whereof is hereby acknowledged, we convey and warrant unto said Trustee, the lands and property situated in the City of Canton, Madison County, State of Mississippi, described as:-

Lot 46 on west side of Union Street and Lot 1 on the East side of Hickory Street. As appears on the map of George and Dunlap of said City of Canton. The same begins at a point 200 feet south from the southwest corner of the intersection of Lee and Union Street and running thence south along the west side of Union St., 100 ft., thence west 400 ft. to Hickory Alley, thence North 100 ft. thence east 400 ft. to the point of beginning. This is deed of trust No. 2 on this property.

This conveyance is in trust. Should we pay said indebtedness and interest owing thereon at maturity, this conveyance shall be void, otherwise, at the request of said Miss T.M. Weiner, the said L.A. Parrott, 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 30 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, and balance remaining shall be paid to W. J. and Etta Latham.

The said T.M. Weiner, is hereby authorized to appoint another Trustee in the place of said L.A. Parrott (Trustee) if from any cause the said L.A. Parrott (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 2nd day of August 1905.

W. J. Latham

Etta Latham

State of Mississippi)

:SS

Hinds County.....) Personally appeared before the undersigned Authority in and for said County, the within named W. J. Latham and Etta Latha, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this the 22nd day of August 1905.

A. M. Nelson (SEAL)

Notary Public-

B. D. Avery et ux...)

Filed for Record August 22-1905 at 3 P.M.

B. D. Avery et al., 1999
To / Deed:

-Recorded-August 28-1905

J. E. Neal.....)

-Recorded-August-28-1943

—State-of-Mississippi.

-SS

Madison County.....

In consideration of Three Thousand Dollars (\$3000.00) to be paid as hereinafter recited, we, the undersigned B. D? Avery and Florence E. Avery, man and wife, hereby convey and warrant to J. E. Neal the following described real estate in the town of Canton, Mississippi, designated on George and Dunlap's present Map of the City as Lot NO. 59 on the South side of Center Street, particularly described as follows:-

Commencing four feet and ten inches east of the North east corner of Lot 57 on South side of Center Street; and which Lot 57 was designated on J.R. George's Map of said City as Lot 31 on South side of said Street, and running east Ninety-two feet to the property of Mrs. Blanche Maxwell, thence south along the west margin of said Mrs. Maxwell's resident property One Hundred and Ninety-six feet to the North-east corner of Mrs. Colquhoun's present residence property, thence west along the margin of the Colquhoun property Ninety-two feet, thence North One Hundred and Ninety-six feet to the point of beginning, being the same property as conveyed to E. W. Stiles by Liala P. Greaves by deed dated Nov. 2nd, 1898, and of record in the Chancery Clerk's Office of said County, in Book "GGG"- Page "445".

The consideration for said lot is as follows:— The said J. E. Neal assumes to pay to the First National Bank of Canton, due on the 19th day of March next, a mortgage debt of \$1836.00, a present incumbrance on the property. He also assumes to pay a note of \$300.00, likewise an incumbrance to E. W. Stiles, due November 19th next, and the balance of the purchase-money is evidenced by two promissory notes made payable to B. D. Avery; one due July 1st next for \$200.00, and the other for \$664.00, due January 1st, next, each of two said last notes bearing 10% after maturity. Possession of the premises above described is to be delivered to the vendee by the vendors on the 1st of January next.

It is also understood and agreed that the said J. E. Neal is to pay the taxes which may become due on said Lot for the year 1905, and to take possession of house Jan. 1st-1906.

In testimony witness our signatures, this the 20th day of June 1905.

B. D. Avery.
Elanor E. Avery.

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 above named B. D. Avery and Florence E. Avery,
man and wife, who severally acknowledged that they signed and delivered the foregoing instrum-
on the day and year therein mentioned.

Given under my hand and seal, this the 30th day of June 1905.

F. C. McAlliater— Clerk.

By W. O. Baldwin- D. C. (SEAL)

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- Abstracted August 26-1905 -

Mortgage from Trustees of Canton..... Filed Aug. 21-1905 at 9 A.M.
 Methodist Episcopal Church South....
 At Canton, Mississippi..... Recorded August 21-1905.
 To the/.....
 Board of Church Extension of the ...
 Methodist Episcopal Church, South...)

Mortgage
Form B. 1904.

N. H. Petty, Sec. W. S. Trigg, C. L. White
 This Indenture, this day made and entered into between *Robt. C. Tandell, Chrm.*
 as Trustees of the Canton Methodist Episcopal Church South, in Canton, County
 of Madison, State of Mississippi, of the first part, and the Board of Church
 Extension of the Methodist Episcopal Church South, of the City of Louisville,
 County of Jefferson, and State of Kentucky, of the second part:—Witnesseth:
 Whereas, That, the Quarterly Conference of Canton Station in the bounds of Miss-
 issippi Annual Conference of the said M. E. Church South, at a session thereof
 held on the 9th day of July 1905, adopted and spread upon its Minutes a reso-
 lution authorizing the Board of Trustees (or a majority of them) of Canton Church
 to borrow from the Board of Church Extension of the Methodist Episcopal Church,
 South, not exceeding the sum of Three Hundred Dollars, and to secure the payment
 of the same by mortgage upon the property held in trust by them, upon such time,
 terms and conditions as may be agreed upon between said Trustees (or a majority
 of them) and said Board of Church Extension; And, Whereas, the party of the
 second part has this day loaned to the parties of the first part the sum of
 Three Hundred Dollars (\$300.00), to be secured and repaid as follows, to-wit:-
 On the first day of March 1906, Fifty Dollars (\$50.00)

And fifty dollars on the first day of each March and September until the debt
 shall have been paid in full which sums shall draw four percent interest per
 annum from date, payable semi-annually, on the first day of March and September
 in each year, but the said Board of Church Extension may, upon the petition of a
 majority of the Trustees of said Church in office at the time, grant extension
 of the time of payment of one or more of said installments; it being expressly
 understood and agreed that if such extension or extensions be granted, then the
 signers of this instrument shall continue and remain bound hereby as fully and
 in the same manner as though said extended times of payment were named and fixed
 in this instrument; and the parties of the first part hereby obligate themselves
 to insure and keep the improvements on said property against loss or damage by
 fire in a sum not less than the debt hereby secured, in some approved fire in-
 surance Company, the policy, or policies, to be made payable to the second party
 as its interest, may appear, and to be delivered to it; it being further under-
 stood and agreed that should the first parties refuse or fail to furnish such
 policy or policies, to the second party, then the latter may, in its discretion,
 insure said property for its own benefit, and the cost of such insurance shall be
 and become a part of the indebtedness secured by this instrument; and to the pay-
 ment of said sums, principal, interest and insurance premiums, the said parties as
 trustees bind themselves, and their successors as trustees, and each himself
 personally and individually; and also agree if default is made in any installment
 of principal, interest, or insurance, the whole debt shall be held to be due and
 payable if the said Board shall so elect.

Now, in Consideration of the Premises, and of the said sum of money so bor-
 rowed and in pursuance of the authority granted by the said Quarterly Conference,
 the parties of the first part have bargained and sold, and do, by these presents,
 grant, alien, and convey unto the party of the second part, the said Board of
 Church Extension of the Methodist Episcopal Church, South, all the following de-
 scribed real estate, to-wit:-

That certain lot or parcel of land lying and being in
 the City of Canton, County of Madison, State of Mississippi and known and describ-
 ed as Lot No. Sixteen (16) as laid down on the Map of the City of Canton and now
 on file in the Chancery Clerk's Office in and for said County. And more particu-
 larly described as beginning at the Corner of Liberty and Academy Streets and run-
 ning west along Academy Street two hundred feet (200); thence North on One Hun-
 dred feet (100) thence east two hundred (200) feet to Liberty Street; thence south
 to beginning. To have and to hold unto the second party, its successors and as-
 signs forever, with covenant of General Warranty of title to same. Now, if said
 parties of the first part or any one of them, shall pay said indebtedness at
 maturity, and pay said insurance premiums from time to time as demanded, then
 this indenture shall be void, else remain in full force.

Witness our hands and seals, this 19th day of *August, 1905.*

Robt. C. Randall-Chrm (SEAL)

State of Mississippi.)

W. H. Petty- Sec. (SEAL).

W. S. Trigg. (SEAL)

County of Madison....)

C.L. White (SEAL)

Personally appeared before me, the undersigned officer duly
 qualified to take acknowledgments, the within-named Trustees of the Canton Epis-
 copal Church South, Viz:- Robt. C. Tandell, Chrm. W. H. Petty, Sec. W. S. Trigg
 and C.L. White, who acknowledged that they signed, sealed and delivered the above
 and foregoing instrument on the day and date therein mentioned and for the pur-
 poses herein set forth.

Given under my hand and official seal, this the 19th day of Aug. 1905.

E. A. Howell, (SEAL)

Notary Public

My Commission Expires Sept. 26, 1906.

C. F. Smith.....
To War. Deed.....
G. B. Merrill.....
J. C. Merrill.....
P. S. Merrill.....

Filed for Record August 26-1905 at 11 A.M.

Recorded August 29-1905.

In consideration of Seventeen Hundred and Forty Dollars, cash, in hand paid me by G. B. Merrill, J. C. Merrill and P. S. Merrill, the receipt of which is hereby acknowledged, I, C. F. Smith, do hereby convey and warrant unto G. B. Merrill, J. C. Merrill and P. S. Merrill forever, the following described property, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

NE ₁ NE ₁	Sec. 18. T. 9. R. 5 E. 46
10 acres on W. side NW ₁ NW ₁	Sec. 17. T. 9. R. 5 E. 10
SW ₁ NW ₁ less 5 acres NE Cor.	Sec. 17. T. 9. R. 5. E. 25
S ₂ SE ₁ NW ₁	Sec. 17. T. 9. R. 5 E. 24
10 acres off E. side of NE ₁ NW ₁	Sec. 17. T. 9. R. 5. E. 15
5 acres off E. side N ₁ SE ₁ NW ₁	Sec. 17. T. 9. R. 5. E. 720

By this conveyance, I, C. F. Smith, intend to convey all the timber lands to said Merrills and reserve the land now in cultivation which consists of 80 acres, more or less, in the 200 acres in Sections 17 and 18.

The above described lands has never been my homestead.
Witness my hand and seal, this the 26th day of August, A. D. 1905.

C. F. Smith.

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. F. Smith, 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 26th day of August A. D. 1905.

Harry T. Huber.

-----Notary Public-- (SEAL)

--My commission expires January 28/1908.--

Highland Colony Co.....

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

To War. Deed.....

Jennie L. McKay.....

Recorded August 29-1905.

This Indenture Witnesseth:- That the Grantor- The Highland Colony Company, A Corporation of the Village of Ridgeland, in the County of Madison and State of Mississippi for and in consideration of the sum of Two Hundred Dollars, in hand paid, conveys and warrants to Jennie L. McKay of the Village of Ridgeland, County of Madison, and State of Mississippi the following described Real Estate, to-wit:-

Lots Eight and Nine (8 & 9) Block Thirty-three, (33) as laid down on plat now on file in the office of the Chancery Clerk of said Madison County, situated in the Village of Ridgeland, in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State.

Dated, This 7th day of August, A. D. 1905.

Highland Colony Company (SEAL)

J. P. Cooke, Sec. & Treas. (SEAL)

R. H. Thompson, Vice Pres. (SEAL)

State of Mississippi.....

Village of Ridgeland.....--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, do hereby certify that R. H. Thompson, Vice-Pres. and J. P. Cooke, Sec. & Treas., of the Highland Colony Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said Instrument as their act and deed and the act and deed of the Highland Colony Company, for the acts and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this the 7th day of August A. D. 1905.

P. L. Porter.

--Mayor & Ex Officio J. P.-- (SEAL)

C. O. Gober.....)

Filed for Record Sept. 4 1905 at 4 PM

A. S. Blalock.....)

Recorded Sept. 8 1905.

To War. Deed.....)

G. B. Merrill.....)

J. C. Merrill.....)

P. S. Merrill.....)

In consideration of Nine Hundred Dollars, cash in hand paid us by G. B. Merrill, J. C. Merrill and P. S. Merrill, the receipt of which is hereby acknowledged, we, C. O. Gober and A. S. Blalock do hereby convey and warrant unto G. B. Merrill, J. C. Merrill and P. S. Merrill forever the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

SW 1/4 Sec. 12 T. 9 R. 5 E.

The above land has never been our homestead.

Witness our hands and seals, this the 4th day of Sept. A.D. 1905.

C. O. Gober. (SEAL)

A. S. Blalock (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. O. Gober, and A. S. Blalock, 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 4th day of Sept., A.D. 1905.

Harry T. Huber

Notary Public (SEAL)

My Commission Expires, January 28th, 1905.

Mrs. Clementine Harris Cauthen)

Filed for Record Sept. 11 1905 at 9 AM

To Deed.....)

Mrs. K. M. Avery.....)

Recorded Sept. 13 1905.

State of Mississippi.....)

-SS

Madison County.....)

In consideration of the sum of Four Thousand Dollars (\$4000) Three Hundred Dollars of which amount was paid on the signing and delivery of this instrument, I, Mrs. Clementine Harris Cauthen, widow of J. B. Cauthen, deceased, convey and warrant unto Mrs. K. M. Avery the following described real property, lying, being and situated in said County and State, and which descended to me by the last will and testament of the said above mentioned J. B. Cauthen, and which will is recorded in Will Book No. "2", Page "186":-

Twenty-eight and one-half acres, more or less in the north west quarter of Sec. 18. Town. 9. Range 3 East
Said tract of land being bounded on the west forty-one rods by the Illinois Central Railroad, and on the East Forty-one rods by the Public Road running north from the City of Canton, and is known as Lot No. Two in the survey of the land of Miss. Emily Luckett. Said tract of land is the same as bought by Nannie Hogsett from W. F. George and Lucy Luckett by deed of December 29th, 1869, recorded in Book "S" in Chancery Clerk's office of said County on page "702"; and by deed of Lucy Luckett, dated January 27th, 1877, Recorded in Book "LL", Page "272" and sold by Nannie M. Hogsett to C. B. Cooper by deed of 1st of March 1888, and acknowledged before J. C. Eustice, Commissioner of Mississippi, on the second day of March 1888. Together with all appurtenances to said premises belonging.

Three Hundred Dollars of the above consideration was paid in cash on the delivery of this deed; the balance is evidenced by two promissory notes; the first for Eighteen Hundred and Fifty Dollars, dated the 11th day of September 1905, due and payable on the 1st day of January 1906; the second note for Eighteen Hundred and Fifty Dollars dated the 11th day of Sept., 1905, due and payable on the 15th day of January 1906, all made payable to the order of Mrs. Clementine Harris Cauthen; the said notes to constitute a lien on said property conveyed in this instrument for payment of purchase money until they are fully paid. The said Mrs. K. M. Avery obligates herself by the acceptance of this deed to pay the said notes as they become due, and on failure to pay either note as it falls due, the entire purchase money shall become due, with a reasonable attorney's fee to be added in a decree against the said K.M. Avery for foreclosure of the above mortgage.

It is also understood and agreed by the parties to this instrument that the buildings on the property herein described shall continue to be insured in favor of Mrs. Clementine Harris Cauthen until the entire indebtedness is paid, and that the insurance papers, insuring said buildings on the premises, shall remain in the possession of the above mentioned Clementine Harris Cauthen, and she shall continue to be the beneficiary under such policy, or policies, of insurance as may now be in force and effect, or under any other policy of insurance taken out on said buildings, until both notes described herein are fully paid.

In testimony whereof, witness my signature, this the ... day of Sept. 1905.

Clementine Harris Cauthen.

(See Next Page for Acknowledgment)

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 and State, the within named Mrs. Clementine Harris Cauthen, widow of J. B. Cauthen, deceased, 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 the 11th day of Sept., 1905.

F. C. McAllister.

-Clerk.

By W. O. Baldwin.

Dep. Clerk. (SEAL)

T. J. Parker.....)

Filed for Record Sept. 7-1905 at 4 PM

C. J. Parker.....)

To/ War. Deed.....)

Recorded Sept. 13-1905.

W. F. Barrett.....)

In consideration of the sum of Six Hundred and Fifty Dollars, cash-in-hand-paid-us-by-W.-F.-Barrett, the receipt of which is hereby acknowledged, We, T. J. Parker, and C. J. Parker, Husband and Wife, do hereby convey and warrant unto W. F. Barrett forever the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:-

N^W SW¹ Sec. 22 T. 12 R. 5 East.

Less 1¹/₂ acres out of NW Corner of NE¹ NW¹.

Witness our hands and seals, this the 4th day of Sept., A. D. 1905.

T. J. Parker. (SEAL)

C. J. Parker. (SEAL)

State of Mississippi...)

:--SS.

Madison County.....)

Personally appeared before me, W. T. Linn, a Justice of the Peace for Beat No. 5, in and for said County and State, the within named T. J. Parker and C. J. Parker, 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, this the 5th day of Sept., A. D. 1905.

W. T. Linn.

--Justice of the Peace--

Mary E. Stuart.....)

Filed for Record Sept. 11-1905 at 10:30

To/ War. Deed.....)

T. S. Turner.....)

Recorded Sept. 13-1905.

In consideration of One Thousand Dollars, cash in hand paid me by T. S. Turner, the receipt of which is hereby acknowledged, I, Mary E. Stuart, do hereby convey and warrant unto T. S. Turner forever the following described lot of land, being, lying and situated in the City of Canton, County of Madison, State of Mississippi, to-wit:-

Commencing at the SW Corner of the lot owned by Mrs. Emma Turk on the east side of South Union Street and running thence east 200 feet to a stake and thence south to a stake 100 feet, thence west 200 feet to a stake, and thence north on the east margin of Union Street 100 feet to the point of beginning. Said lot is further described as Lot No. "23" on the East side of South Union Street, according to the map of George and Dunlap of the City of Canton, a plat of which is recorded in the Chancery Clerk's office for said County.

Witness my hand and seal, this the 8th day of Sept., A. D. 1905.

Mary E. Stuart. (SEAL)

State of Indiana.....)

:--SS

County of Jasper.....)

Personally appeared before me, Jasper Grey, A Notary Public in and for said County and State, the within named Mary E. Stuart, widow, who acknowledged that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as her own act and deed.

Given under my hand and official seal, this the 8th day of September A. D. 1905.

Jasper Grey

--Notary Public-- (SEAL)

My Commission expires October 3rd, 1908.

File for Record Sept. 2-1905 at 9 A.M.

Recorded Sept. 13-1905.

Ja

Stat

Madison

other val
my son, Ja
Mi-sissippi,

and Four Feet
being on corner
stead, and runni
feet, thence west
the point of begin

In testimony

Dollars to me in hand paid, and
do hereby convey and warrant to
lot in the town of Canton,
as follows:-

Cameron Street Three Hundred
Number "15" - said Lot
occupied by me as my home-
stead, thence south thirty
feet, thence west thirty
feet, thence North thirty feet to
the point of beginning.

31st day of August A.D. 1905.

State of Mississippi.....

Madison County.....

James B. Fitchett, personally came and appeared before me, F. C. McAllister, Clerk of the Chancery Court in and for the County of Madison, the within named J. V. Fitchett, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 31st day of August A. D. 1905.

F. C. McAllister.

- Clerk.

By W. O. Baldwin.

- Dep. Clerk.

(SEAL)

James B. Fitchett.....
To Mortgage.....
W. K. Baldwin.....

Filed for Record Sept. 2nd, 1905 at 9:30 AM

Recorded Sept. 13-1905.

State of Mississippi.....

Madison County.....

Whereas, I, the undersigned James B. Fitchett, am indebted to W. K. Baldwin in the sum of Two Hundred Dollars for borrowed money, evidenced by my promissory note of even date with this deed, and bearing Ten Per-cent interest from date, due Twelve Months after date, and I am desirous of securing the payment of said debt by this mortgage. Now, therefore, in consideration of such indebtedness, I, hereby convey and warrant to the said W. K. Baldwin the following lot of land lying and being in Canton, Mississippi, as follows:-

Commencing at a point on the East side of Cameron Street Three Hundred and Four Feet due South of the North corner of Lot Number "15", said lot being on corner of Cameron and Academy Streets, and now occupied by me as my homestead, and running thence east One Hundred and Fifty two feet, thence south Thirty feet, thence west One Hundred and Fifty two feet, and thence North Thirty feet to the point of beginning. BUT ON THIS CONDITION: If the note secured by this Mortgage shall be paid promptly at maturity, then this deed shall be void and of no effect; otherwise, the same shall remain in full force and effect, subject to foreclosure by the holder of said note and mortgage for the payment of said debt.

In testimony whereof, witness my signature, this the 31st day of August A.D. 1905.

Jas. B. Fitchett.

State of Mississippi.....

Madison County.....

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

Given under my hand and seal of office, this the 31st day of August A.D. 1905.

F. C. McAllister.

- Chancery Clerk

By W. O. Baldwin

- Dep. Clerk

Paid and satisfied in full July 30 1914

F. G. Campbell

Copied from margin of original mortgage

E. A. Howell Atty.

This instrument
is acknowledged
to be a true copy
of the original
instrument.

Mattie C. McKay
To Deed Trust.....
Chas. L. Follett- Trustee.....
Use/ Maude & Blanche Blanchard.....
AND Jessie B. Follett.....

Filed for Record August 27-1905 at 4PM

Recorded Sept. 14-1905.

Whereas, I, Mattie C. McKay, of Madison County, Mississippi am indebted to Maude Blanchard, Blanche Blanchard and Jessie B. Follett in the principal sum of Twenty-Two Hundred Dollars, (\$2200) evidenced by my note of even date herewith, due Jan. 1st, 1910. with interest at the rate of eight percent per annum, (8%) from date, interest payable semi-annual fees for collection of said indebtedness to the Chancery Clerk of Madison County, Mississippi:

paid by Charles L. Follett to cure the payment of the following debt trust executed by Mattie C. McKay placed thereon, to Maude Blanchard, Blanche Blanchard and Jessie B. Follett, and recorded on page 265 of book number 30 of the Records of Deeds in your office.

Madison County,
the Highland Co.
This 1st day of July 1905.

This con-

That is to say, and shall keep risk, in favor of me on the buildings on or to be placed on said land, this conveyance shall be void.

But if I fail to pay taxes, or to keep the buildings on, or to be on said land insured as agreed in favor of the beneficiary herein, the said Trustee, or any successor appointed, in his place, shall proceed to sell the property herein conveyed. Before making the sale we shall give notice of the time, place and terms of sale by notice posted in three public places in Ridgeland, Mississippi for three successive weeks next before the sale, and shall make the sale at the door of the Post Office in Ridgeland, Madison County, Mississippi, within legal hours, for cash, at public cry to the highest bidder, and shall make deed to the purchaser at said sale. Out of the proceeds of said sale, he shall first pay the expenses of this trust, including a reasonable compensation to the Trustee, and shall then pay whatever indebtedness is due on said note, and the balance, if any, shall be paid to me, my heirs, or assigns.

It is expressly understood and agreed that if I make default in the payment of the said note or interest, or if I fail to promptly pay the taxes on said land, or neglect to keep up insurance on the property, the note may be declared due and foreclosure made, by the Trustee or in equity; or the holder of said note may pay such taxes or such sum as is necessary to keep up the insurance and said amount so paid with interest at the rate of ten percent (10%) per annum shall be a debt due by me and secured hereby and payable as part of the note at maturity.

Said Maude Blanchard, Blanche Blanchard and Jessie B. Follett, or any future holder of said note, if so desirous, in writing may appoint another Trustee in the place of the said Charles L. Follett and such appointee shall have full power as Trustee herein.

Witness my signature, 1st day of July 1905.

Mattie E. McKay.

State of Mississippi.....
County of Madison.....SS
Village of Ridgeland.....

I, P. L. Porter, Ex Officio J.P., in the County and State aforesaid, do hereby certify that Mattie C. McKay, 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 for the uses and purposes therein set forth.

Given under my hand and Official Seal, this the 23rd day of August A. D. 1905.

P. L. Porter.
—Mayor of Ridgeland & Ex Officio J.P.—
(SEAL).

Mrs. Kate Yeargain.....) Filed for Record Sept. 2 1905, at 3 PM
To / Deed.....) Re corded September 14 1905.
William Richards.....)
William H. Boles.....)

State of Mississippi)
:-SS
Madison County.....) In consideration of the sum of Two Thousand and Five Hundred
Dollars, (\$2500.00), cash in hand this day paid me, receipt of which is hereby ac-
knowledged, I, Mrs. Kate Yeargain, do hereby sell, convey and warrant forever unto
William Richards and William H. Bole, the following described real property, lying,
being and situated in the County of Madison, State of Mississippi. to-wit:-

The N $\frac{1}{2}$ and N $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 7. Town. 9. Range 4 East. And the
W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 8. Town. 9. Range 4 East.

In testimony whereof, witness my signature this the 26th day of August A.D.
1905.

Mrs. Kate Yeargain.

A. S. Yeargain.
S. C. Yeargain.

State of Louisiana....)

Personally came and appeared before me, Theodore George Spitz-faden, a Notary Public in and for the City of New Orleans, State and County aforesaid, the within named Mrs. Kate Yeargain, who acknowledged that she signed and delivered the foregoing instrument on the day and the year therein mentioned.

Given under my hand and seal of office, this the 26th day of August A.D. 1905.

Theodore-George-Spitzfaden-

--Notary Public--(SEAL)

W. B. Jones.....) Filed for Record August 31-1905 at 4 PM
To/ Deed.....-
W. G. Kearney.....) Recorded September 14-1905.

State of Mississippi)
:-SS
Madison County.....)
For and in consideration of the sum of Three Hundred Fifty
Dollars (\$350) cash in hand, the receipt whereof is hereby acknowledged, I this day
transfer and quit all claim to W. G. Kearney to the following lot, or parcel of land,
to-wit:-

Beginning at the intersection of Jones and Second Streets and running East (418) Four Hundred and Eighteen Feet to the gate that goes to the Cemetery, thence South along the cemetery Road to Cemetery Gate (150) One Hundred Fifty Feet, thence West (66) Sixty-six feet to the North West Corner of Cemetery Lot, thence South along Cemetery line (173) One Hundred Seventy-three feet to South-west corner of Cemetery Lot, thence West to Section line (356) -Three Hundred Fifty six feet, thence North (482) Four hundred Eighty-two feet to the intersection of Jones and Second Streets, being the point of beginning, containing (4-1/10) Four and one-tenth acres, more or less, with all improvements and appurtenances thereunto belonging, all in the Town of Flora, Madison County, State of Mississippi.

Given under my hand and seal, this the 18th, day of August A.D. 1905.

W.-B.-Jones.

(SEAL)

State of Mississippi)
-----SS

This day personally appeared before me, the undersigned, A Notary Public in and for the Village of Flora, in said County and State, W. B. Jones who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned

Witness my hand and seal of office, this the 18th day of August A. D. 1905

Dan Fore-

--Notary Public--

(SEAL)

W. L. Dinkins, Trustee.)
To/ Deed.....)
John G. Poindexter.....
And E. W. Stiles.....)

Filed for Record Sept. 12-1905 at 12M

Recorded Sept. 14-1905.

This Indenture, made this 11th day of September A. D. 1905, between W. L. Dinkins - Trustee as hereinbefore mentioned, of the first part, and John G. Poindexter and E. W. Stiles 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 Probate 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 in said county, to the said party of the first part, for the use of the said party of the first part, and in trust, for the use and benefit of certain other persons named in said Deed, all in equal and undivided interests; which lot, or parcel of land is fully described in said deed, and the names of said uses and beneficiaries are also therein particularly set forth; And Whereas, it is the intention of said beneficiaries to use said lot or parcel of land as a Cemetery for the burial of the dead, and to sell and convey said land, in small lots, for the purpose aforesaid; And Whereas, a survey and subdivisions of said lot or parcel of land has been duly made, and certifies 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 said party of the second part to the said party of the first part in hand paid, the said party of the first part hath granted, bargained, and sold, aliened and conveyed, and, by these presents, doth grant, bargain and sell, alien and convey unto the said party of the second part, Lot No. 25, in Square No. 6, 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 assigns and heirs 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. (SEAL)

State of Mississippi....)

:--SS

Madison County.....)

Personally appeared before me, W. M. Yandell, A 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 11th day of Sept. A. D. 1905.

W. M. Yandell-

—Mayor & Ex-Officio J.P.—

(SEAL)

Ella J. Lee.....)

Filed for Record Sept. 6-1905 at 4 P.M.

To/ Deed.....)

Madison Gin Company.....)

Recorded Sept. 14-1905.

For and in consideration of Five Hundred Dollars, cash, the receipt of which is hereby acknowledged, I, convey and warrant to the Madison Gin Company, the following lots of land to-wit:-

Lots 15, and 16 in Ella J. Lee's 2nd Addition to Madison, Madison County, Mississippi.

Witness my signature, this the 4th day of August A. D. 1905..

Ella J. Lee.

State of Mississippi...)

:--SS

County of Madison.....)

Personally appeared before me, the undersigned, a Justice of the Peace of the County of Madison, the within named Ella J. Lee, who acknowledged that she signed, and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal, this the 4th day of August A. D. 1905.

W. G. Dorroh J.P.

E. F. Gaddis..... Filed for Record Sept. 4 1905 at 12 M.
 To/ Deed.....
 Mrs. Fannie *Gandy*..... Recorded Sept. 14 1905.

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

In consideration of Two Hundred Dollars, cash, I convey and warrant, to Mrs. Fannie *Gandy*.-
 Lot Four (4)- Square Six (6) in Allen's Addition to Town of Flora, Mississippi.
 Witness my signature, this the 11th day of June A. D. 1905.
 E. F. Gaddis.

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

This day personally appeared before me, the undersigned Mayor of Flora, & Ex Officio Justice of the Peace, in and for said County, the within named E. F. Gaddis, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 11th day of June A.D. 1905.

Jno. L. Robinson.

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

M. L. Kearney..... Filed for Record Sept. 13 1905 at 4 P.M.
 To/ Deed.....
 E. F. Gaddis..... Recorded Sept. 14 1905.

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

In consideration of One Hundred Dollars, I convey and warrant to E. F. Gaddis:-
 Lot 5- Square 2 in Flora, Madison County, Mississippi, being the lot bought by me of him.

Witness my signature, this the 10th day of Dec., A. D. 1903.

M. L. Kearney.

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

Personally appeared before me, the undersigned Mayor of Flora, Mississippi, Mrs. M. L. Kearney, who acknowledged that she signed and delivered the foregoing instrument on the day and year above written.

Witness my hand, this the 10th day of December A. D. 1903.

Fred W. Hammack.

--Mayor of Flora, Miss.--

W. G. Kearney..... Filed for Record August 30 1905 at 4 P.M.
 To/ Deed.....
 T. S. Kearney..... Recorded Sept. 14 1905.

On consideration of One Hundred Dollars to me in hand paid-the receipt of which is hereby acknowledged, I sell, warrant and convey to T. S. Kearney, the land described to-wit:- Being the same left me by Brother J.K. Kearney, in his Last Will and Testament:-

Three (3) acres in SW-Corner Sec. 29. 1/4 YT. 9. R. 1 West and described as follows:-

Commencing st Sw-Corner of said Section running East 140 yds., thence North 105 yds., thence west 140 yds., thence south 105 yds., to the beginning All in the County of Madison, State of Mississippi.

Witness my signature, this the 6th day of Dec., A. D. 1900.

W. G. Kearney.

Personally appeared before me, R. L. Elkins, a Justice of the Peace of the County of Madison, State of Mississippi, the within named W. G. Kearney, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, this the 7th day of December A. D. 1900.

R. L. Elkins,

--J. P.--

C. C. Cauthen.....
To War. Deed.....
R. E. Martin.....)

Filed for Record Sept., 11-1905 at 2PM

Recorded September 14-1905.

---C. C. Cauthen to R. E. Martin---

For and in consideration of the sum of One Hundred and Sixty Dollars cash in hand I convey and warrant to R. E. Martin the following described land situated in the County of Madison, and State of Mississippi, to-wit:-

SW₁ of SW₁ Sec. 24. Town. 10. Range 5 East.

NW₁ of NW₁ Sec. 25. Twn. 10. Range 5 East.

Containing acres, more or less.

Witness my hand, this the 6th day of September 1905.

C. C. Cauthen.

State of Mississippi...)

:--SS.

County of Leake.....)

Personally appeared before me, S. A. Milton, A Justice of the Peace, for said County, the within named C. C. Cauthen, 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 the 6th day of Sept., 1905.

S. A. Milton.

--J.P.--

Miss. Mary Scanlan.....)

Filed for Record Sept., 13-1905 at 4 PM

To War. Deed.....

Z. Long.....)

Recorded September 14-1905.

This Indenture Witnesseth:- That the Grantor, Miss Mary Scanlan, a Spinster, of the City of Chicago in the County of Cooke, and State of Illinois, for and in consideration of the sum of One Hundred (\$100) Dollars, in hand paid, convey and warrant to Z. Long, of the Village of Ridgeland, County of Madison and State of Mississippi, the following described Real Estate, to-wit:-

Lots One and Three (1 & 3) Block Four (4) containing Twenty acres (20), more or less, as laid down on plat now on file in the office of the Chancery Clerk at Canton, Miss., subject to a certain Mortgage given to H. B. Greaves of Canton, Miss., May 29th, 1903, for the sum of Two (2) hundred Dollars, with interest at the rate of ten (10) per cent per annum for the period of three (3) years.

The interest to be paid annually 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 5th day of September A. D. 1905.

Mary Scanlan. (SEAL)

State of Illinois.....)

:--SS

County of Cooke.....)

I, Benjamin J. Glaser, A Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary Scanlan, a Spinster, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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

Benjamin J. Glaser.

--Notary Public--

(SEAL)

Jerry Walters.....)
 Elvira Walters.....)
 To Deed.....
 W. L. Simmons.....)

Filed for Record Sept., 4 1905 at 4 P.M.

Recorded September 14, 1905.

This Indenture, Made on the 19th day of May A. D. 1905, by and between Jerry Walters and his wife, Elvira Walters, of parties of the first part and U. Donald and W. S. Simmons of the County of Homes and the State of Mississippi, parties of the second part, Witnesseth:-- That the said parties of the first part in consideration of the sum of One Hundred and Sixty Dollars to them paid by said parties of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm, unto the said parties of the second part, heirs and assigns the following described lots, tracts or parcels of lands, lying and being situated in the County of Madison, and State of Mississippi, known as described as follows:-

South half and south half of North half Lot No. (1) One W. B.L. - Containing 46 $\frac{1}{2}$ acres land, more or less, all in Sec. 25. Town. 12. Range 4 East.

To have and to hold the premises aforesaid, all and singular, the rights, title, privileges, appurtenances, and immunities thereto belonging or any wise appertaining, both at law and equity, unto the said parties of the second part and unto their heirs and assigns forever, in fee simple. And the said parties of the first part, for their heirs, executors, and administrators do hereby convey and agree with the said parties of the second part, their heirs and assigns, that the said parties of the first part will warrant and defend the title to the said premises unto the said parties of the second part, and into their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

In Witness whereof, the said parties of the first part have hereunto set their hands and seal, the day and year first above written.

Jerry Walters His X Mark (SEAL)

Elvira Walters Her X Mark (SEAL)

Signed, sealed and delivered in)
 the presence of:-

A.P. Garborough.

State of Mississippi.)

=SS

Holmes County.....)

Personally appeared before me, A. P. Yarborough, Mayor of Goodman, of the County of Holmes, the within-named Jerry Walters and his wife, Elvira Walters, who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein named, as their act and deed.

Given under my hand and seal of said Court, this the 19th day of May 1905.

A.P. Yarborough.

Mayor of Goodman, & Ex Officio J.P.

(SEAL)

Collected for El National Bank Knoxville Tenn note F.C. McAllister favor of
Lena Mason Craig on Jan 2nd Quitted this bank for same Jan 1st 1906
Cashed by Frank C. McAllister
1906. 271

Lena M. Craig.....
To/ Deed.....
F. C. McAllister.....

Filed for Record Sept. 16-1905 at 5PM

Recorded Sept. 21-1905.

In consideration of the sum of One Dollar (\$1.00) cash in hand paid by Frank C. McAllister, the receipt of which is hereby acknowledged, and of the further sum of Two Thousand Five Hundred Dollars, (\$2500.00) by Frank C. McAllister, as evidenced by his five (5) Promissory Notes of even date herewith, due and payable to my order as follows, namely:-

- One note for \$500.00 due Jan. 1st 1906 after date.
- One Note for \$500.00 due Jan. 1st 1907 after date.
- One note for \$500.00 due Jan. 1st 1908 after date.
- One Note for \$500.00 due Jan. 1st 1909 after date.
- One Note for \$500.00 due Jan. 1st 1910 after date.

Each of said notes bearing interest after their respective maturities at the rate of ... percent per annum, I, Lena Mason Craig, do hereby convey and warrant unto the said Frank C. McAllister, forever, the following described real estate, lying being and situated in Madison County, State of Mississippi, to-wit:-

E1 SE1 Sec. 17. T. 10. R. 3 East.
NE1 Sec. 20. T. 10. R. 3 East.

Being the same land conveyed me by Eliza Mason and recorded in Book "MM", Page "538" of the records of said County. To secure the payment of said notes, Lena Mason Craig, or her assigns, hereby retain, and the said Frank C. McAllister, by the acceptance of this deed intends to make and acknowledge a lien upon property herein conveyed in the nature of a mortgage with power of sale in said Lena Mason Craig, or her assigns, or may enforce said lien without recourse to the courts if there should be default in the payment of any of said promissory notes, by sale of the property to pay the same just as though the said Frank C. McAllister had executed a mortgage upon the said property with power of sale under Section No. 2483 of Code 1892 and under the terms and provisions of Section No. 2484 of said Code. The said Frank C. McAllister is entitled to the rents and shall pay the taxes on said property for the year 1906.

Witness my hand this the 9th day of Sept., A. D. 1905.

Lena M. Craig.

State of Tennessee.....

:SS

County of Knox.....

Personally appeared before me, the undersigned S. R. Cambo, A Notary Public in and for said State and County, the within named Lena Mason Craig, who acknowledged that she signed and delivered the above instrument as her act and deed on the day and year herein mentioned.

Witness my hand and official seal, this the 9th day of Sept., 1905.

S. R. Cambo.

--Notary Public--

(SEAL)

W. B. Jones.....

Filed for Record Sept. 19-1905 at 8 AM

To/ Deed.....

Recorded Sept., 21-1905.

E. B. Childress.....

State of Mississippi....

:SS

Madison County.....

For and in consideration of the sum of (\$127.50) One Hundred Twenty-Seven and 50/100 Dollars, cash in hand, I, this day transfer and quit claim to E.B. Childress to the following described lot, or parcel, of land, to-wit:-

Beginning (5) Five Feet south of Cage Bank's Black Smith Shop and running South (50) Fifty feet, being (5) Five feet and (6) Six-inches North of the Wm. Watson Black Smith Shop and thence East (100) One Hundred feet, thence North (50) Fifty feet, thence West (100) One Hundred feet to the point of beginning, being lots Eleven and Twelve or parts of same. All in East Flora, in the Town of Flora, Madison County, and State of Mississippi, given under my hand and seal, this August 1st, 1905.

W. B. Jones,

(SEAL)

State of Mississippi....

:SS

Madison County.....

This day personally appeared before me the undersigned A Notary Public in and for the Village of Flora in said County and State, W. B. Jones, who acknowledged that he signed the foregoing instrument on the day and year therein mentioned.

Witness my hand and seal of office, this the First day of August A. D. 1905.

Dan Fore-

--Notary Public--

(SEAL)

John W. Cox.....)

To/ Deed.....:-

W. C. Alsworth.....)

Filed for Record Sept. 16-1905 at 4 P.M.

Recorded Sept. 21-1905

State of Mississippi....)

:-SS

County of Madison.....)

This Indenture Witnesseth:-

That whereas, W. C. Alsworth did, on the 15th day of June 1905, deed to me a one-third interest in a certain tract of land, which is herein after described, and whereas, I have not paid out any money on said lands, and for a consideration of \$5.90 paid me cash in hand, therefore, I do hereby convey and quit-claim all my right, title and interest to the said W. C. Alsworth, in and to the following described lands, lying and being situated in the State of Mississippi, Madison County, to-wit:-

Commencing at a point 13.20 chains east of south-west corner of NW^{1/4} of Section Ten (10). T. 7. R. 2 East; thence East 25.40 chains; thence North 20.18 chains; thence North and four (4) degrees East 33.82 chains; thence West 26.80 chains; thence South-Fifty-four^o(54)^o chains to point of beginning.

Said deed from Alsworth to me being recorded in Book #000 on Page "212" and special reference being here made to said deed as a part of this description.

Said land is not now and has never been my homestead.

In witness whereof I hereunto set my hand and affix my seal, this the 15th day of September A. D. 1905.

Jno. W. Cox. (SEAL)

State of Mississippi....)

:-SS

County of Madison.....)

This day personally appeared before me, W. G. Dorroh, a Justice of the Peace in and for said County and State, Dist. No. 3, the above named John W. Cox, who acknowledged that he signed and delivered the above and foregoing deed on the day and year therein named and for the purposes therein set forth.

Given under my Hand and official seal, this the 16th day of Sept., a. D. 1905.

W. G. Dorroh.

--Justice of the Peace--

Gorton W. Nichols.....)

Filed for Record Sept., 16-1905 at 2 P.M.

Edward M. Treakle.....)

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

Recorded Sept., 21-1905.

Chas. Murray.....)

This Indenture Witnesseth:-

That the Grantors, Gorton W. Nichols and Edward M. Treakle, of the City of Chicago, in the County of Cook, and State of Illinois, for and in consideration of the sum of Two-Hundred-\$200.00 Dollars, in hand paid, convey and warrant to Charles Murray of the City of Stillwater, County of Washington, and State of Minnesota, the following described Real Estate, to-wit:-

Lot Six (6), Block forty-seven (47) as per plat of Highland Colony now on record in the office of the Chancery Clerk of Madison County, State of Mississippi, situated in the Highland Colonies in the County of Madison in the State of Mississippi hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of this State.

Dated, this Tenth day of August A. D. 1897.

Gorton W. Nichols. (SEAL)

Edward M. Treakle. (SEAL)

State of Illinois.....)

:-SS

County of Cook.....)

I, Herbert Green, A Notary Public in and for said County in the State aforesaid, do hereby certify that Gorton W. Nichols and Edward M. Treakle, 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 Thirteenth day of August A. D. 1897.

Herbert Green.

--Notary Public--

--Cook County, Ill.--

O. D. Bently et ux.....
To War. Deed.....
Highland Colony Company.....)

Filed for Record Sept., 18-1905 at 8 AM

Recorded Sept., 21-1905.

This Indenture Witnesseth:- That the Grantors, Orin D. Bentley and J. Theresa Bentley, his wife, of the Village of Ridgeland, in the County of Madison and State of Mississippi for and in consideration of the sum of Twenty Five Dollars, in hand paid, convey and warrant to Highland Colony Company of the Village of Ridgeland, County of Madison, and State of Mississippi the following described Real-Estate, to-wit:-

Lot One (1), Block Twenty-Nine (29) as laid down on plat now on file in the office of the Chancery Clerk of said Madison County, situated in the Village of Ridgeland in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 12th day of June A. D. 1905.

Orin D. Bentley (SEAL)
J. Theresa Bentley (SEAL)

State of Mississippi...)
:-SS

County of Madison.....)

I, P. L. Porter, Mayor of Ridgeland, Miss., and Ex Officio J.P. in and for said County, in the State aforesaid, do hereby certify, That Orin D. Bentley and J. Theresa Bentley, 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 seal, this the 9th day of September A. D. 1905.

P. L. Porter,

Mayor & Ex Officio J. P. (SEAL)

O. D. Bently et ux.....
To War. Deed.....
Highland Colony Comp Any.....)

Filed for Record Sept. 11-1905 at 8 A.M.

Recorded Sept., 21-1905.

This Indenture Witnesseth:-

That the Grantors, Orin D. Bentley and J. Theresa Bentley, his wife, of the Village of Ridgeland, in the County of Madison and State of Mississippi, for and in consideration of the sum of Two Hundred Dollars, in hand paid, convey and warrant to Highland Colony Company of the Village of Ridgeland, County of Madison, and State of Mississippi, to following described Real Estate, to-wit:-

Lot Eight (8), Block Thirty-eight (38) as laid down on plat now on file in the office of the Chancery Clerk of said Madison County. - Situated in the Highland Colony, in the County of Madison, in the State of Mississippi hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 12th day of June A. D. 1905.

Orin D. Bentley (SEAL)
J. Theresa Bentley (SEAL)

State of Mississippi...)
:-SS

County of Madison.....)

I, P. L. Porter, Mayor of Ridgeland, Miss., and Ex Officio A J.P., in and for said County, in the State aforesaid, do hereby certify that Orin D. Bentley and J. Theresa Bentley, 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 seal, this the 9th day of September A. D. 1905.

P. L. Porter (SEAL)

Mayor & Ex Officio J.P. (SEAL)

Highland Colony Company...)
To/ War. Deed.....:-
D. V. West.....)

Filed for Record Sept., 8-1905 at 8 A.M.
.....

Recorded Sept., 22-1905.
.....

This Indenture Witnesseth:-

That the Grantors, The Highland Colony Company, a corporation of the Village of Ridgeland, in the County of Madison, and State of Mississippi, for and in consideration of the sum of Four Hundred and no/100 Dollars, in hand paid, Convey and Warrant to D. V. West of the Village of Ridgeland, County of Madison and State of Mississippi, the following described Real Estate, to-wit:-

Lot Two-(2), Block Forty-four (44), as laid down in plat now on file in the office of the Chancery Clerk of said Madison County, situated in the Highland Colony in the County of Madison, in the State of Mississippi hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This Sixth day of September A. D. 1905.

Highland Colony Company. (SEAL)

J. P. Cooke, Sec. & Treas. (SEAL)

R. H. Thompson, Vice Pres. (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, do hereby certify that R. H. Thompson Vice Pres., and J.P. Cooke, Sec., & Treas., of the Highland Colony Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their act and deed and the act and deed of The Highland Colony Company, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 6th day of September A. D. 1905.

P. L. Porter. (SEAL)

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

Charles Murray.....)

Filed for Record Sept., 11-1905 at 10AM.

Jane G. Murray.....)

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

Recorded Sept., 22-1905.

Highland Colony Company..)

This Indenture Witnesseth:-

That the Grantor, Charles Murray and wife, Jane G. Murray of the Village of Ridgeland in the County of Madison, and State of Mississippi for and in consideration of the sum of Nine Hundred and no/100 Dollars, in hand paid, convey and warrant to The Highland Colony Company of the Village of Ridgeland, County of Madison and State of Mississippi, the following described Real Estate, to-wit:-

Lot Six (6), Block Forty-seven (47) as laid down on plat of the Highland Colony, now on file in the office of the Chancery Clerk in said Madison County. Situated in the Highland Colony in the County of Madison, in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, this the 7th day of Sept., A. D. 1905.

Chas. Murray. (SEAL)

Jane G. Murray (SEAL)

State of Mississippi....)

:SS

County of Madison.....)

I, P. L. Porter, Mayor and Ex Officio J.P. in and for said County, in the State aforesaid, do hereby certify that Charles Murray and Jane G. Murray 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 seal, this the 7th day of Sept., A. D. 1905.

P. L. Porter (SEAL)

--Mayor & Ex Officio J.P.-

Geo. C. Bentley.....
To War. Deed.....
Highland Colony Company.....)

Filed for Record Sept., 11-1905 at 8AM

Recorded Sept.; 22-1905.

This Indenture Witnesseth:-

That the Grantor, Geo. C. Bentley of the City of Hancock, in the County of Houghton and State of Michigan for and in consideration of the sum of Two Hundred Dollars, paid in hand, Convey and Warrant to The Highland Colony Company, a Corporation of the Village of Ridgeland, County of Madison, and State of Mississippi, the following described Real Estate, to-wit:-m
Lot Seven (7), Block Thirty (33) as laid down on plot now on file in the office of the Chancery Clerk of said Madison County, situated in the Highland Colony in the County of Madison, in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 12th day of June A. D. 1905.

Geo. C. Bentley, (SEAL)

State of Michigan.....)

:SS

County of Houghton.....)

I, L. H. Richardson, Notary Public, in and for said County, in the State aforesaid, do hereby certify that Geo. C. Bentley 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 seal, this the 21st day of June A. D. 1905.

L. H. Richardson. (SEAL)
Notary Public

--My Notary Commission expires December 8th, 1906.--

Highland Colony Company.)

Filed for Record Sept., 11-1905 at 8 AM

To War. Deed.....

Geo. C. Bentley.....)

Recorded Sept., 22-1905.

This Indenture Witnesseth:-

That the Grantor, The Highland Colony Company, A Corporation of the Village of Ridgeland, in the County of Madison, and State of Mississippi, for and in consideration of the sum of Six Hundred Dollars, in hand paid, Conveys and Warrants to George C. Bentley of the City of Hancock, County of Houghton, and State of Michigan, the following described Real Estate, to-wit:-
West-half of Lot Four (W½ Lot 4) and all of Lots Five and Seventeen, in clusive, in Block One (5 to 17 in Block 1) and all of Block Two (2) and the North-half of Blocks Fifteen and Sixteen (15 & 16) containing Twelve (12) acres, more or less, as laid down on plat now on file in the office of the Chancery Clerk of said Madison County. Situated in the Village of Ridgeland in the County of Madison in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 9th day of September A. D. 1905.

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

State of Mississippi....)

County of Madison.....:SS

Village of Ridgeland....)

I, P. L. Porter, Mayor and Ex Officio J.P. in and for said County, in the State aforesaid, do hereby certify, That R. H. Thompson, Vice Pres., and J. P. Cook, Sec. and Treas., of the Highland Colony Company personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as the act and deed of the Highland Colony Company and as their act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, of office, this the 9th day of September A. D. 1905.

P. L. Porter, (SEAL)

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

Highland-Colony-Company....)
To/ War. Deed.....:-
J. Theresa Bentley.....)

Filed for Record Sept., 11-1905 at 8 AM

Recorded September 22-1905.

This Indenture Witnesseth:-

That the Grantors, The
Highland Colony Company, of the Village of Ridgeland in the County of Madison, and
State of Mississippi for and in consideration of the sum of One Hundred and no/100
Dollars, in hand paid, convey and warrant to J. Theresa Bentley of the Village of
Ridgeland County of Madison, and State of Mississippi, the following described Real
Estate to-wit:-

Lots One, Two and Three, Block Twenty-nine (29), Ridgeland, Miss.,
as laid down in plat of the Village ofn Ridgeland now on file in the office of the
Chancery Clerk of said Madison County, situated in the Village of Ridgeland in the
County of Madison, in the State of Mississippi hereby releasing all rights under and by
virtue of the Homestead Exemption Laws of this State.

Dated, This 8th day of Sept., A. D. 1905.

Highland Colony Company (SEAL)

J. P. Cook, Sec. & Treas. (SEAL)

R. H. Thompson, Vice Pres. (SEAL)

State of Mississippi.)

-SS-

County of Madison....)

I, P. L. Porter, Mayor and Ex Officio J.P. in and for said Coun-
ty in the State aforesaid, do hereby certify That R. H. Thompson, Vice Pres., and J.P.
Cook, Sec. & Treas., of the Highland Colony Co., personally known to me to be the
same persons whose names are subscribed to the foregoing instrument appeared before
me this day in person, and acknowledged that they signed, sealed and delivered the
said Instrument as the act and deed of the said Highland Colony Company and their
acts and deed, for the uses and purposes therein set forth, including the release
and w-aiver-of-the-right-of-homestead.

Given under my hand and seal, this the Eighth day of Sept., A. D. 1905.

P. L. Porter (SEAL)

Mayor & Ex Officio J.P.--

Contract No. 9136.

Illinois Central Railroad Company...)
To/ Contract.....:-
Mississippi Company.....)

Filed September 11-1905 at 8 AM.

Recorded Sept., 23-1905.

This Contract, executed in duplicate, this the 9th day of May A.D. 1905, between The Illinois Central Railroad Company, party of the first part, hereinafter called the Railroad Company, and The Mississippi Company, a corporation, of Canton, Mississippi, parties of the second part, herein after called the SHIPPER (all words herein referring to the Shipper to be taken of such gender and number as shall be appropriate), who is engaged in business at Canton, in the County of Madison, and State of Mississippi, witnesseth:-

Whereas, the Shipper, in order to facilitate the carrying on of his business, at the place aforesaid, desires to have one or more spurs or sidetracks, hereinafter called the Track (all words herein referring to the Tracks to be taken of such number as shall be appropriate), constructed so as to connect with the tracks of the Railroad Company, as shown by the red line or lines on the plat hereto attached and made part hereof, it is now mutually agreed as follows:-

1. The Shipper shall furnish free of cost to the Railroad Company all of the ground needed for the construction, use and maintenance of the Track, in case and so far as the Track shall extend beyond the waylands used or occupied by the Railroad Company, and shall give the Railroad Company secure and exclusive possession of the said ground and shall maintain the Railroad Company in such possession and its quiet and peaceful enjoyment so long as this Contract shall continue in force. In case the Track shall be laid upon any road, street, or alley, the Shipper shall, before performance of this Contract by the Railroad Company, secure all necessary permission and authority for constructing, maintaining and using the track.

2. The Shipper shall maintain the Track in good condition so long as the Track shall be used for his benefit or accomodation. All work done and material furnished under this contract by the Shipper shall be satisfactory in all respects to the Chief Engineer of the Railroad Company.

3. The Railroad Company shall be the owner of, and have sole control of the Track. The Shipper shall not acquire or have any right to, interest in, or lien upon, the Track, or the material used in its construction. In case and so far as the Track shall extend beyond the way. Lands used or occupied by the Railroad Company, the Track shall remain personality, and shall not become a part of the realty. The Railroad Company shall have the right at any time in its discretion to abandon the use of, and to take up and remove, the Track upon giving to the Shipper written notice of the Railroad Company's intention to remove the Track Thirly (30) days before such removal shall be commenced.

4. The Shipper shall indemnify the Railroad Company and save harmless from any liability for death, damage or injury to any person or property caused in whole or in part by a breach of this Contract on the part of the Shipper, and from any liability for damage or injury by fire, which, in the use or operation of the Track, or any of the Tracks used by the Railroad Company, or from cars or engines on the Track or tracks aforesaid, may be communicated to any building, or structure on the premises belonging to or occupied or used by the Shipper at the place aforesaid, or to any goods, wares, merchandise or property of any kind which may be located therein, or upon the said premises, to whatever cause such fire may be attributed, and whether or not is caused by the negligence of the Railroad Company, its agents or servants. The Shipper shall also advance and pay to the Railroad Company the expenses of recording this Contract.

5. Any material which may be furnished by the Railroad Company for the construction of the Track may be either new or second-hand, as may be desired by the Railroad Company, and the cost of any second-hand material so furnished by the Railroad Company shall be taken to be the market price of such second-hand material at the time that it is furnished.

6. The Shipper hereby agrees to take charge of any switch lamp attached to the switch stand of the Track and to keep the same properly lighted at night, the Railroad Company to furnish the switch lamp and the material for lighting the same. The Railroad Company shall have the right at any time, or from time to time, to take charge of such switch lamps and to keep it lighted at night, and the Shipper hereby agrees to repay to the Railroad Company all expense incurred by it in so doing upon the presentation of bills therefor.

7. The shipper hereby agrees to do all ballasting required for the construction of the track and to furnish all of the material needed therefor, and immediately upon the completion of the Track to pay the Railroad Company the entire cost of all cross-ties and switch ties, grading and cattle guards required for the construction of the Track and the cost of laying and surfacing the same, and of taking up and removing the track formerly owned by the Fitzgerald Saw Mill Company, the material of which is to be used in the construction of the Track.

8. The Railroad Company hereby agrees upon satisfaction of security being given to it for the payment by the Shipper to the Railroad Company of a part of the cost of the Track as hereinabove provided, to pay and construct the Track and to furnish all of the material, except ballast, needed therefor.

This Contract and the covenants thereof, so far as they lawfully may, shall run with the land, upon which the track is located, and with the said premises belonging to or occupied or used by the Shipper at the place aforesaid, as shown by the said plat. In case the said premises belong to or are occupied severally by different parties of the second part, the covenants of this Contract in relation to the said premises shall be construed to refer

severally to the parties of the second part to whom the said premises belong or by whom they are occupied respectively.

This Contract shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto and shall be joint and several where there is more than one party of the second part.

Witness the duly authorized signatures and seals of the Railroad Company, and of the Shipper the day and year first above written.

Attest:-

W. G. Turner
Assistant Secretary,
Execution Approved. B.L.

Illinois Central Railroad Company.

By J. H. Harrahan,

Second Vice President.

The Mississippi Company (SEAL)

By Jno. Wohner, Vice-Pres. (SEAL)

By L. Foot - Secretary. (SEAL)

Attest:-

L. Foot,
Secretary.

State of Illinois...)

:SS

County of Cook.....)

I, Andrew P. Humberg, a Notary Public in and for said State and County, certify, that J. T. Harrahan, Second Vice-President of the aforesaid Railroad Company, who is personally known to me to be such Second Vice-President of said Corporation, and the same person whose name is subscribed to the above instrument as such Second Vice-President, appeared before me this day in person in said State and County, and being by me duly sworn, did say he was Second Vice-President of the said Corporation, and that the seal affixed to said Instrument is the corporate seal of said Corporation; and that the said Instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and he acknowledged that he signed, sealed and delivered the said Instrument as the free and voluntary act and deed of the said Railroad Company and as his own free and voluntary act as such Second Vice-President for the uses and purposes therein set forth.

Given under my hand and official seal, this the 6th day of June A. D. 1905.

Andrew P. Humberg. (SEAL)

--Notary Public--

State of Mississippi)

:SS

County of Madison...)

I, E. A. Howell, a Notary Public in and for said State and County certify that L. Foot, Secretary and Jno. Wohner, Vice-President of the aforesaid Mississippi Company, who are personally known to me and known to me to be such Secretary and Vice-President of said Corporation and the same persons whose names are subscribed to the above Instrument as such Secretary and Vice-President, appeared before me this day in person in said State and County and being by me duly sworn, did say that they were Secretary and Vice-President of the said Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said Instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and they acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act and deed of the said Corporation and as their own free and voluntary act as such Secretary and Vice-President for the uses and purposes therein set forth.

Given under my hand and official seal, this the 17th day of May A. D. 1905.

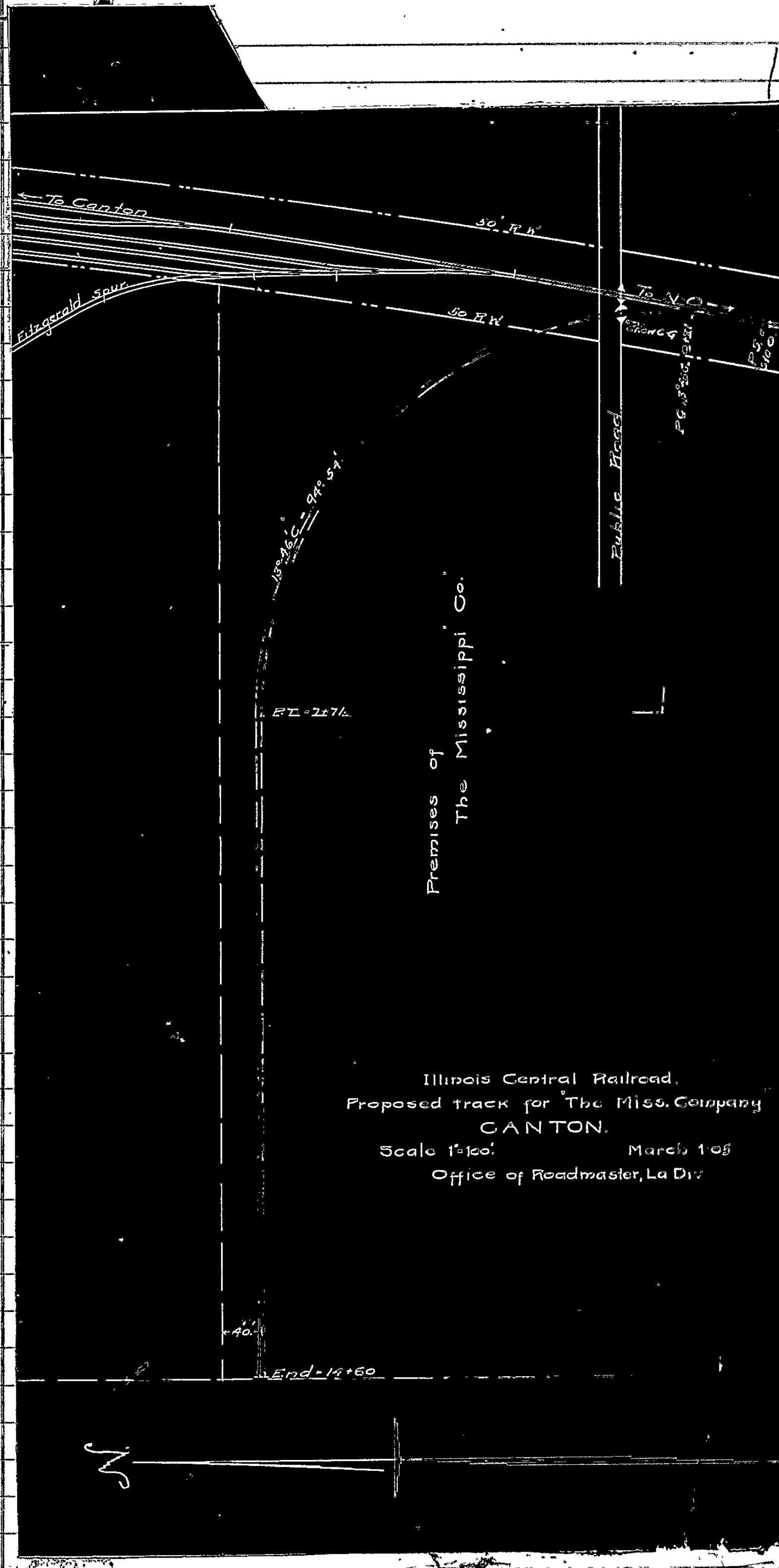
E. A. Howell,

--Notary Public--

--My Com. Ex., Sept., 26/06.--

(SEAL)

(SEE NEXT PAGE FOR PLAT)



Contract No. 9137.

Illinois-Central-Railroad-Company)

Filed for Record Sept. 11 1905 at 8 A.M.

To/Contract.....
Mississippi Company.....

Recorded September 23 1905.

This Contract executed in duplicate, this 9th day of May A.D. 1905, between The Illinois-Central-Railroad-Company, party of the first part, hereinafter called the Railroad Company, and The Mississippi Company, a corporation of Canton, Mississippi, party or parties of the second part, hereinafter called the Shipper, (all words herein referring to the Shipper to be taken of such gender and number as shall be appropriate), who is engaged in business at Canton, in the County of Madison, and State of Mississippi, Witnesseth:-

Whereas, the Shipper, in order to facilitate the carrying on of his business at the place aforesaid, desires to have one or more spurs or sidetracks, hereinafter called the Track (all words herein referring to the Track to be taken of such number as shall be appropriate), constructed so as to connect with the tracks of the Railroad Company, as shown by the red line or lines on the plat hereto attached and made part hereof, it is now mutually agreed as follows:-

1:- The Shipper shall furnish free of cost to the Railroad Company all of the ground needed for the construction, use and maintenance of the Track, in case and so far as the Track shall extend beyond the waylands used or occupied by the Railroad Company, and shall give the Railroad Company secure and exclusive possession of the said ground and shall maintain the Railroad Company in such possession and its quiet and peaceful enjoyment so long as this Contract shall continue in force. In case the Track shall be laid upon any road, street or alley, the Shipper shall, before performance of this Contract by the Railroad Company, secure all necessary permission and authority for constructing, maintaining and using the Track.

2:-

The Shipper shall maintain the Track in good condition so long as the Track shall be used for his benefit or accomodation. All work done and material furnished under this Contract by the Shipper shall be satisfactory in all respects to the Chief Engineer of the Railroad Company.

3:-

The Railroad Company shall be the owner of, and have sole control of the Track. The Shipper shall not acquire or have any right to, interest in, or lien upon, the Track, or the material used in its construction. In case and so far as the Track shall extend beyond the waylands used or occupied by the Railroad Company, the Track shall remain personality and shall not become a part of the realty. The Railroad Company shall have the right at any time in its discretion to abandon the use of, and to take up and remove, the Track, upon giving to the Shipper written notice of the Railroad Company's intention to remove the Track thirty (30) days before such removal shall be commenced.

4:-

The Shipper shall indemnify the Railroad Company and save it harmless from any liability for death, damage or injury to any person or property caused in whole or in part by a breach of this Contract on the part of the Shipper, and from any liability for damage or injury by fire, which, in the use or operation of the Track, or any of the tracks used by the Railroad Company, or from cars or engines on the Track or tracks aforesaid, may be communicated to any building, or structure on the premises belonging to or occupied or used by the Shipper at the place aforesaid, or to any goods, ware or merchandise, or property of any kind which may be located therein, or upon the said premises, to whatever cause such fire may be attributed, and whether or not it is caused by the negligence of the Railroad Company, its agents or servants. The Shipper shall also advance and pay to the Railroad Company the expense of recording this Contract.

5:-

Any material which may be furnished by the Railroad Company for the construction of the Track may be either new or second hand, as may be desired by the Railroad Company, and the cost of any second hand material so furnished by the Railroad Company shall be taken to be the market price of such second hand material at the time that it is furnished.

6:-

The Shipper hereby agrees to take charge of any switch lamp attached to the switch stand of the Track and to keep the same properly lighted at night, the Railroad Company to furnish the switch lamp and the material for lighting the same. The Railroad Company shall have the right at any time, or from time to time, to take charge of such switch lamp and to keep it lighted at night, and the Shipper hereby agrees to repay to the Railroad Company all expense incurred by it in so doing upon the presentation of bills therefor.

7:-

The Shipper hereby agrees to do all ballasting required for the construction of the Track and to furnish such material as may be needed therefor, and immediately upon the completion of the Track to pay the Railroad Company the entire cost of all cross-ties and switching - the cost of the box drain and culvert required and the cost of laying and surfacing the Track and Ten (10) percent of the cost of the items above referred to.

8:-

The Railroad Company hereby agrees upon satisfactory security being given to it for the payment by the Shipper to the Railroad Company of a part of the cost of the Track as hereinabove provided, to lay and construct the Track and to furnish all of the material, except ballast, needed therefor.

(Continued on Next Page)

This Contract, and the covenants thereof, so far as they lawfully may, shall run with the land, upon which the track is located, and with the said premises belonging to or occupied or used by the Shipper at the place aforesaid, as shown by the said plat. In case the said premises belong to or are occupied by different parties of the second part, the covenants of this Contract in relation to the said premises shall be construed to refer severally to the parties of the second part to whom the said premises belong or by whom they are occupied respectively.

This contract shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto and shall be joint and several where there is more than one party of the second part.

Witness the duly authorized signature and seals of the Railroad Company and of the Shipper per the day and year first above written.

Illinois Central Railroad Company.
By J. T. Harrahan (SEAL)

Attest:
W. G. Turner
-Assistant Secretary
The Mississippi Company (SEAL)
By Jno. Wohner (SEAL)

Execution Approved:
B.L. By L. Foot. (SEAL)
-Vice-President.
-Secretary.

Attest:
L. Foot, Secretary.

State of Illinois.....
:-SS

County of Cook.....
I, Andrew P. Humberg, A Notary Public in and for said State and County certify, that J. T. Harrahan, Second Vice-President of the aforesaid Railroad Company, who is personally known to me and known to me to be such Second Vice-President of said Corporation and the same person whose name is subscribed to the above instrument as such Second Vice-President, appeared before me this day in person in said State and County, and being by me duly sworn, did say that he was Second Vice President of the said Corporation, and that the seal affixed to said Instrument is the corporate seal of said Corporation; and that the said Instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and he acknowledged that he signed, sealed and delivered the said Instrument as the free and voluntary act and deed of the said Railroad Company and as his own free and voluntary act as such Second Vice-President for the uses and purposes therein set forth.

Given under my hand and Official Seal, this 6th day of June A. D. 1905.

Andrew P. Humberg. (SEAL)
--Notary Public--

State of Mississippi..
:-SS

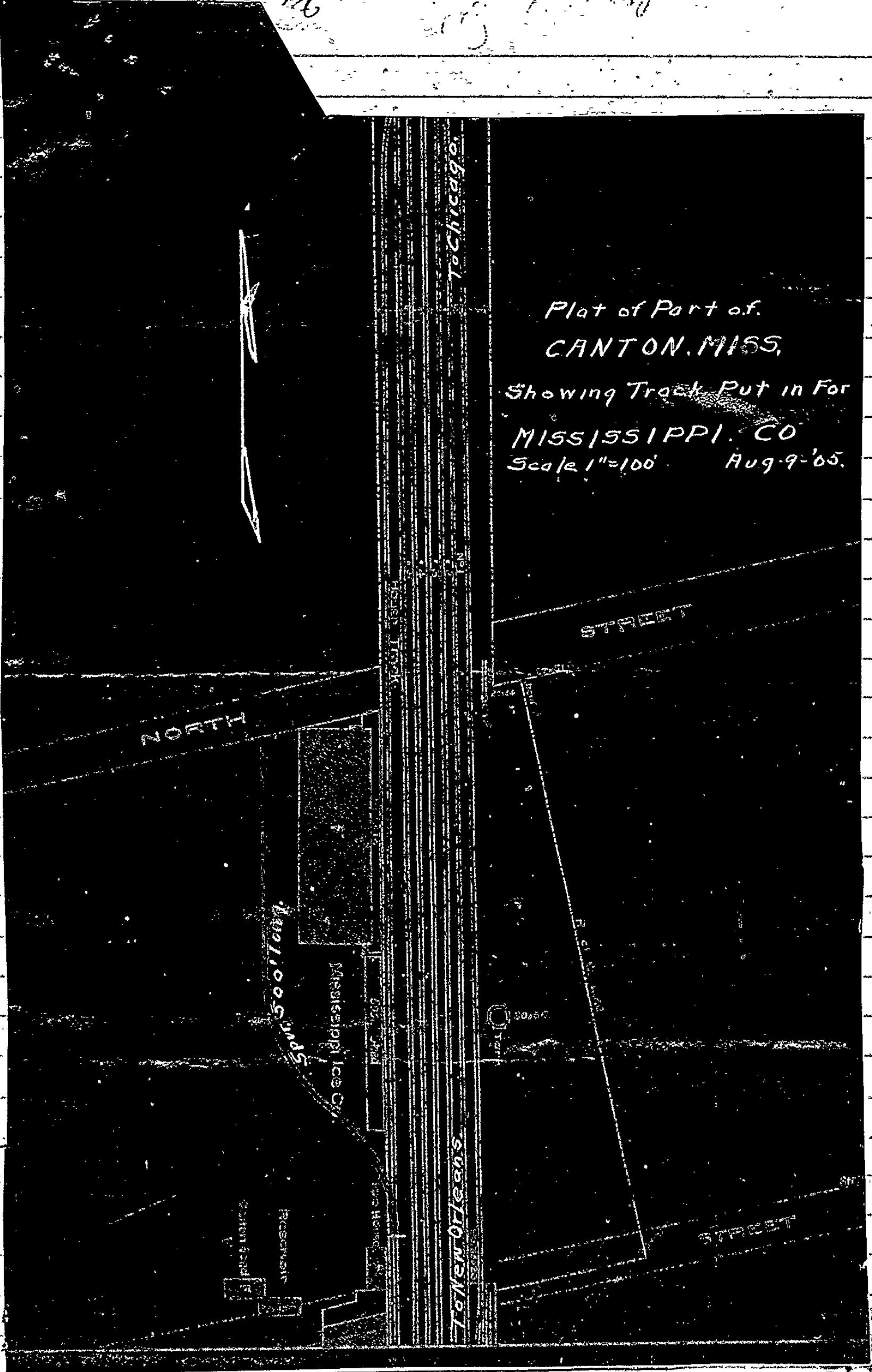
County of Madison.....
I, E. A. Howell, A Notary Public in and for said State and County, certify that L. Foot, Sec'y, and Jno. Wohner, Vice-President of the aforesaid Mississippi Company who are personally known to me and known to me to be such Sec'y, and Vice-President of said Corporation and the same persons whose names are subscribed to the above instrument as such Sec'r'y and Vice-President, appeared before me this day in person in said State and County, and being by me duly sworn did say that they were Sec'r'y and Vice-President of the said Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and they acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act and deed of the said Corporation and as the only free and voluntary act as such Sec'r'y and Vice-President for the use and purposes therein set forth.

Given under my hand and official seal, this the 17th day of May A. D. 1904.

E. A. Howell. (SEAL)
--Notary Public--

My Com. Ex., Sept., 26/06.

--SEE NEXT PAGE FOR PLAT--



Vendas in Canceled by Court Atty for Frank & Maria
Frank filed June 8th 1916 at the Court, etc. 283

F. H. Frink et ux.....)

Filed for Record Sept., 23-1905 at 8 AM

To/ Deed.....:-

H. W. Gray.....)

Recorded Sept., 25-1905.

In consideration of the sum of Sixty-five Hundred (\$6500.00) Dollars, cash-to-us-in-hand-paid, the receipt whereof is hereby acknowledged, and the further consideration of the sum of Fourteen Thousand, Six Hundred (14,600.00) Dollars, to be paid, evidenced by the Three Promissory Notes of the Vendee hereinafter named, the first of said notes being for the sum of Thirty-five Hundred (\$3500.00) Dollars, and payable on or before Four (4) years after date; the second for the sum of Thirty-five Hundred (\$3500.00) Dollars, and payable on or before six (6) years after date and the third for the sum of Seven Thousand, Six Hundred (\$7,600.00) Dollars, and payable on or before Eight (8) years after date; all payable to the order of the undersigned, in Gold Coin of the United States of the present standard of weight and fineness, bearing interest at the rate of six per cent per annum from date until paid, the interest payable on the First Day of January of each year, and bearing ten percent attorney's fee if said notes be placed in the hands of an attorney for collection, payable at the Delta Trust and Banking Company, of Vicksburg, Mississippi, and all of even date herewith, we, the undersigned, Frank H. Frink and Maria Frink, his wife, of Valparaiso, Indiana, do hereby convey and warrant unto Harley W. Gray of Astoria, Illinois, those certain Lots, Tracts, or parcels of land, lying and being situated in the County of Madison, in the State of Mississippi, comprising what is known as the "Annandale Plantation", and particularly described as follows, to-wit:- The

The South half of the South Half of Section Twenty-two (22);
The South half of Section Twenty-three (23);

All of Section Twenty-six (26);
The North -east Quarter and the East half of the North-west Quarter of Section Twenty-seven All in Township 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 the United States Government Survey.

Witness our signatures, on this, 15th day of September 1905.

Frank H. Frink.

Maria Frink.

State of Indiana.....)

--SS

City of Valparaiso.....)

Personally appeared before the undersigned, A Notary Public in and for said City, the above named Frank H. Frink and Maria Frink, his wife, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year herein mentioned.

Given under my hand and official seal, on this, 21st day of September 1905.

Edgar G. Osborne

--Notary Public--

--Notary Commission Expires, Feb., 13-1909.--

Highland Colony Company.)

Filed for Record Sept., 22-1905 4 PM

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

Recorded September 25-1905.

Christain Johnson.....)

This Indenture Witnesseth:- That the Grantors, The Highland Colony Company, a Corporation of the Village of Ridgeland, in the County of Madison, and State of Mississippi for and in consideration of the sum of Six hundred and Fifty Dollars, in hand paid, conveys and warrants to Christian Johnson of the City of Chicago, County of Cook and State of Illinois, the following described Real Estate to-wit:-

Lots One and Eight (1 & 8) Block Eight (8) as laid down on plat now on file in the office of the Chancery Clerk of said Madison County, situated in the Highland Colony, in the County of Madison, in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 21st day of September 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

Village 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 R. H. Thompson, Vice-Pres. and J.P. Cook, Sec., & Treas., of the Highland Colony Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as the act and deed of the Highland Colony Company, and as their act and deed, 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 21st day of September A. D. 1905.

P. L. Porter,

(SEAL)

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

H. W. Gray.....
To/ Deed Trust.....
Murray F. Smith, Trustee.)

Filed for Record Sept. 23 1905 at 9 AM

Recorded September 25 1905.

In consideration of the sum of Ten (\$10.00) Dollars, to me paid, by the Trustee hereinafter named, the receipt whereof is hereby acknowledged and to secure the payment of the notes hereinbefore mentioned, I, the undersigned, Harley W. Gray, do hereby convey and warrant unto Murray F. Smith, Trustee, these certain Lots 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 of Section Twenty-two (22);

The South half of Section Twenty-three (23);

All of Section Twenty-six (26);

The North-east Quarter and the East half of the North-west quarter of Section Twenty-Seven (27); - All in Township 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.

In trust; however, for the following purposes: - I am justly indebted to Frank M. Frink and Maria Frink, his wife, of Valparaiso, Ind., in the sum of Fourteen Thousand Six Hundred (\$14,600.00) Dollars, evidenced by my Three Promissory Notes of even date herewith, payable to the said Frank H. Frink and Maria Frink, or Order, in Gold Coin of the United States of the present standard of weight and fineness, the first of said notes being for the sum of Thirty-five Hundred (\$3500.00) Dollars, and payable on or before four years after date; the second for the sum of Thirty-five Hundred (\$3500.00) Dollars and payable on or before Six (6) years after date and the third for the sum of Seven Thousand, Six Hundred (\$7,600.00) Dollars and payable on or before eight (8) years after date, all bearing interest at the rate of six per cent per annum from date until paid, the interest payable on the First day of January of each year, and bearing ten-percent attorney's fee, if said notes be placed in the hands of an attorney for collection, payable at the Delta Trust and Banking Company, of Vicksburg, Mississippi; and until said notes shall have been fully paid, I agree to promptly pay when due, all taxes and assessments against said property, to keep the dwelling house on said property insured in such Company, or Companies, as the owner of said notes may approve, in a sum not less than Three Thousand Dollars for the protection of said notes, the policy or policies to be made loss if any, payable to the owner of said notes, or to said Trustee for the benefit of any legal owner, or owners of said notes, and to pay promptly the premium on said insurance. And if any one or more of said agreements and undertakings be not promptly performed as aforesaid, then the owner of said notes may pay such taxes and assessments, and may pay said premium, or may cancel said policy or policies and effect new insurance on said property, paying the cost thereof; and for the re-payment of all moneys so expended, with interest thereon from the date of payment, at the rate of ten percent per annum, this deed of trust shall be security in like manner and with like effect as for the payment of said notes.

Now, if I shall faithfully and promptly do and perform all and singular, the agreements and undertaking above set forth, and pay said notes when due, and pay the interest thereon, as aforesaid, then this conveyance shall become void, otherwise, it shall remain in full force and virtue. But if I shall make default in the faithful and prompt performance of any one of the agreements or undertakings, aforesaid, or fail to pay said notes when due, or the interest thereon, as aforesaid, then, in any one of said events, the said notes, shall, at the option of the owner thereof, immediately become due and payable, and the said Trustee, having given notice of the time, terms and place of sale, and of the property to be sold by publication once a week for three consecutive weeks in some newspaper then published in said County of Madison, shall sell the above conveyed property, at public outcry to the highest bidder for cash, at the Front Door of the Court House of said County of Madison, and shall execute a deed or deeds, conveying the same to the purchaser or purchasers at said sale; and he shall apply the proceeds first, to the payment of the costs of execution of this trust; secondly, to the payment of any sum or sums that may have been paid by any owner of said notes for taxes, assessments or insurance on said property, with interest thereon, as aforesaid; thirdly, to the payment of the interest on said notes; fourthly, to the payment of the principal of said notes; fifthly, to the payment of the attorney's fees provided for in said notes, and lastly the balance, if any, he shall pay over to me.

Any legal owner of Said notes may at any time, by writing, appoint another Trustee in the stead of the Trustee herein named or any substituted Trustee with full power and authority to execute all the trusts and provisions hereof.

Witness my signature on this, 15th day of Sept., 1905.

Harley W. Gray.

(SEAL)

— See Next Page for Acknowledgment —

State of Indiana....)
County of Porter....)

Personally appeared before me the undersigned, A Notary Public in and for said County and State, the above named Harley W. Gray, who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, on this the 21st day of September 1905.

Edgar G. Osbourne. (SEAL)

--Notary Public--

--Notary Commission Expires, Feb. 13, 1909.--

Martina A. Smith.....
To War. Deed.....
Katie L. Parker.....

Filed for Record Sept., 25-1905 at 10 AM

Recorded September 25-1905.

In consideration of One Hundred and Sixty Dollars, cash in hand, paid me by Katie L. Parker, the receipt of which is hereby acknowledged, I, Martina A. Smith, do hereby convey and warrant to Katie L. Parker, forever, the following described lands, lying and situated in the County of Madison, State of Mississippi, to-wit:- 8 acres in the SW Corner of the SW NW Sec. 13. T. 9. R. 2.E. Witness my hand and seal; this the 20th day of September A. D. 1905.

Martina A. Smith- (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 Martina A. Smith, who acknowledged that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Witness my hand and official seal, this the 20th day of September A. D. 1905.

Harry T. Huber- (SEAL)

--Notary Public--

--My Commission Expires January 28th, 1908--

Annie M. Leone.....
John Leone, Jr.....
T. War. Deed.....
Eugene Hesdorffer.....
Albert Hesdorffer.....

Filed for Record Sept., 26-1905 at 4030

Recorded Sept., 26-1905.

In consideration of Eleven Hundred and Twenty -five Dollars, cash in hand paid us by Eugene Hesdorffer and Albert Hesdorffer, the receipt of which is hereby acknowledged, We, Annie M. Leone and John Leone, Jr., do hereby convey and warrant unto Eugene Hesdorffer and Albert Hesdorffer the following described lot of land, lying, being, and situated in the City of Canton, County of Madison, State of Mississippi, to-wit:-

Beginning at the South west corner of the intersection of Cameron Street with Lee Street and running thence west along the South margin of Lee Street 315 feet to Trolley Street and thence South 100 feet to a stake, and thence east 315 feet to Cameron Street and thence North along the western margin of Cameron Street 100 feet to the point of beginning and further described according to the map of said City prepared by George and Dunlap as Lot 7 on the east side of Trolley Street and Lot 22 on the West side of Cameron Street.

The said Leone shall pay the taxes for 1905.

Witness our hands and seals this the 21st day of Sept., A. D. 1905.

Annie M. Leone (SEAL)
John Leone Jr. (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 Annie M. Leone, and John Leone Jr., 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 ____ day of Sept., A. D. 1905.

Harry T. Huber- (SEAL)

--Notary Public--

--My Commission Expires January 23/1908--

Henry F. Luckett.) Filed for Record Sept., 26=1905 at 11 A.M.
 To/ Deed.....
 N. J. Law..... Recorded Sept., 26=1905.

State of Mississippi.)

:SS

Madison County..)

For and in consideration of the sum of Sixty Dollars, cash in hand paid to me by N. J. Law, of Canton, Miss., I hereby convey and warrant to him all my right, title and interest in and to the house and lot in the City of Canton, said County and State, an undivided interest in which was inherited by me under the will of my late grandmother, Catherine Semmes, the Will being recorded in Record of Wills "A" Page "655", and the description of the land being as follows:

Beginning at the NW Corner of what is now known as the James Priestley lot on the South side of Semmes Street; and then run South to the Section line between Sections 19 and 30 of T. 9. R. 3 East; and then run East on said Section line to the SW Corner of lot marked George and Jess Brown on the map of said City, as made by George and Dunlap; then run North to the NW Corner of the Surrey Jones lot as laid down on said map; and then run West to the SW Corner of the lot marked Mollie Dudley on said map, and then run North to Semmes Street; and then run West on Semmes Street to Beginning.

Witness my signature, on this, 19th day of September 1905.

Henry F. Luckett

State of Kentucky.....)

:SS

County of Muhlenberg.....)

Personally appeared before me, Ed S. Wood, Clerk of the County Court of said County, a court of record, the within named Henry F. Luckett, who acknowledged that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and the seal of said Court, this the 19th day of September 1905.

Ed S. Wood, Clerk. (SEAL)

County Court of Muhlenberg County, Kentucky

Nelson Bibbs & Fabie Bibbs)

Filed for Record Sept., 27=1905 at 4 P.M.

To/ War. Deed.....

Benton Miller.....)

Recorded Sept., 28=1905.

This Indenture Witnesseth: That the Grantors, Nelson Bibbs and Fabie Bibbs - his wife - of the Village of Ridgeland, in the County of Madison and State of Mississippi, for and in consideration of the sum of Dollars in hand paid, Convey and Warrant to Burton Miller of the Village of Ridgeland, County of Madison, and State of Mississippi, the following described Real Estate, to-wit:-

Lot (1)- Block Seventy-Nine (79) as laid down on plat of First Addition of Ridgeland, now on file in the office of the Chancery Clerk of said Madison County, situated in the Village of Ridgeland, in the County of Madison, in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 25th day of September A.D. 1905.

Nelson Bibbs His X Mark (SEAL)

Fabie Bibbs Her X Mark (SEAL)

State of Mississippi.....)

County of Madison.....)

Village 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 Nelson Bibb and Fabie Bibb 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 25th day of September A.D. 1905.

P. L. Porter, (SEAL)

Mayor & Ex Officio A.J.P.

person
 John F. Williams.....
 To/ Contract Lease.....
 M. C. Manning.....

Filed for Record Sept. 29-1905 at 2 P.M.

Recorded Sept., 20-1905.

State of Mississippi....)

:SS

Madison County.....)

This Indenture, made and entered into this the 29th day of Sept., 1905-between John F. Wilkerson of the first part, and M. C. Manning party of the second part, both of Madison County, State of Mississippi:- Witnesseth:- That the said party of the first part leases to said party of the second part his plantation fourteen (14) miles West of Canton, Miss., containing Seventeen (1700) hundred acres of land known as the Fulton Place. The consideration being thirty-(30) bales of cotton per annum and to be not lower than middling in grade, and to weigh five hundred (500) pounds each. Said cotton to be delivered in Canton, Miss., not later than October 15th of each year.

The party of the second part has the privilege of clearing all the land he wants to during the period of this lease, without additional rents. The party of the first part is to erect a cabin thirty-two (32) feet long, with shed in front and to build two additional chimnies to other houses on the said plantation before Jan. 1st, 1906.

It is expressly understood that at the expiration of this lease that all buildings on the said plantation are to be turned over to the party of the first part in as good condition as received by party of the second part, and the party of the second part will commit no waste or damage nor permit any of his tenants to do so to the place.

The party of the first part will leave on the place one hundred (100) to one hundred and twenty five (125) head of cattle, all grades, ages and sexes and marked as follows, crop off right ear and figure seven (7) in left ear and most of them branded with letter "W". Part of others with Dewlap out. The party of the second part is attend to and give his attention to the above mentioned cattle and is to receive one-half of all increase as his share for attention and care and is to mark the increase with a different mark, should the party of the second part decide to discontinue care of cattle he can do so by giving six months notice from June 1st of any year during the term of this lease. In such case he is to pay as rents for the said plantation thirty-seven and one-half (37½) bales of cotton weighing 500 lbs., each instead of thirty (30) bales of cotton mentioned in the first part of this contract. This contract is made in good faith by both parties and should party of second part decide to give up this lease he is to give at least one (1) years notice, and any failure to pay the rents when due shall forfeit this contract. This lease to begin Jan. 1st, 1906.

Signed in duplicate, this Sept., 29-1905.

J. F. Wilkerson.

M. C. Manning.

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 John F. Wilkerson and M. C. Manning, 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 29th day of Sept., A. D. 1905.

F. C. McAllister- Clerk,

W. O. Baldwin- D. C.

G. S. Nobles....)

Filed for Record Oct., 3-1905 at 8 A.M.

To/ Deed.....:-

E. C. Lane.....)

Recorded October 4-1905.

In consideration of the Promissory note of E. C. Lane, for One Hundred and Ten Dollars, due and payable Jany. 1st, 1907, and bearing interest from maturity at the rate of ten percentum per annum until paid, I, G. S. Nobles, hereby convey and warrant unto said E. C. Lane,:

Lot Seven (7), in Square Thirteen (13) of Allen's Addition to the Town of Flora, Madison County, Mississippi, and it is distinctly understood and agreed that the vendor's lien is retained upon said lot until said note is paid in full.

Witness my signature, this the 29th day of September A. D. 1905.

G. S. Nobles.

State of Mississippi....)

:SS

County of Madison....)

Personally appeared before me, Dan Fore, A Notary Public, in and for the Village of Flora, Miss., G. S. Nobles, who acknowledged that she signed and delivered the foregoing deed on the day and year above written.

Witness my hand and seal, Sept. 29th, 1905.

Dan Fore (SEAL)

--Notary Public--

Vendor's Lien satisfied in full

G. S. Nobles

1905-1907

Illinois Central Railroad Company.) Filed for Record, Sept., 30-1905 at 4 PM
 To/ Contract.....
 Mississippi Company,..... Recorded October 4th, 1905.

This Contract, executed in duplicate, this fifth day of July A. D. 1905, between the Illinois Central Railroad Company party of the first part, hereinafter called the Railroad Company, and The Mississippi Company, a corporation of Canton, Mississippi, party or parties, of the second part, hereinafter called the Shipper (all words herein referring to the Shipper to be taken of such gender and number as shall be appropriate) who is engaged in business at Way, in the County of Madison, and State of Mississippi, witnesseth:

Whereas, the Shipper, in order to facilitate the carrying on of his business at the place aforesaid, desires to have one or more spurs or sidetracks, hereinafter called the Track, (all words herein referring to the Track to be taken of such number as shall be appropriate), constructed so as to connect with the tracks of the Railroad Company, as shown by the red line or lines on the plat here to attached and made a part hereof, it is now mutually agreed as follows:

1.

The Shipper shall furnish free of cost to the Railroad Company all of the ground needed for the construction, use and maintenance of the Track, in case and so far as the Track shall extend beyond the waylands used or occupied by the Railroad Company; and shall give the Railroad Company secure and exclusive possession of the said ground and shall maintain the Railroad Company in such possession in its quiet and peaceful enjoyment as long as this Contract shall continue in force. In case the Track shall be laid upon any road, street or alley, the Shipper shall before performance of this Contract by the Railroad Company, secure all necessary permission and authority for constructing, maintaining and using the Track.

2.

The Shipper shall maintain the Track in good condition so long as the Track shall be used for his benefit or accomodation. All work done and material furnished under this contract by the shipper shall be satisfactory in all respects to the Chief Engineer of the Railroad Company.

3.

The Railroad Company shall be the owner of, and have sole control of the Track. The Shipper shall not acquire or have any right to, interest in, or lien upon, the Track, or the material used in its construction. In case and so far as the Track shall extend beyond the waylands used or occupied by the Railroad Company, the Track shall remain personality and shall not become a part of the realty. The Railroad Company shall have the right at any time in its discretion to abandon the use of, and to take up and remove, the Track, upon giving to the Shipper written notice of the Railroad Company's intention to remove the Track thirty (30) days before such removal shall be commenced.

4.

The Shipper shall indemnify the Railroad Company and save harmless from any liability for death, damage or injury to any person or property caused in whole or in part by a breach of this Contract on the part of the Shipper, and from any liability for damage or injury by fire, in the use or operation of the Track, or any of the Tracks, used by the Railroad Company, or from cars or engines on the Track or track's aforesaid, may be communicated to any building, or structure, on the premises belonging to or occupied or used by the Shipper at the place aforesaid, or to any goods, wares, merchandise, or property of any kind which may be located therein, or upon said premises, to whatever cause such fire may be attributed; and whether or not it is caused by the negligence of the Railroad Company, its agents, or servants. The Shipper shall also advance and pay to the Railroad Company the expense of recording this Contract.

5.

Any material which may be furnished by the Railroad Company for the construction of the Track may be either new or second hand, as may be desired by the Railroad Company, and the cost of any second hand material so furnished by the Railroad Company shall be taken to be the market price of such second hand material at the time that it is furnished.

6.

The Shipper hereby agrees to take charge of any switch-lamps attached to the switchstand of the Track and to keep the same properly lighted at night, the Railroad Company to furnish the switch-lamp and the material for lighting the same. The Railroad Company shall have the right at any time, or from time to time, to take charge of such switch-lamp and to keep it lighted at night, and the Shipper hereby agrees to repay to the Railroad Company all expense incurred by it in so doing upon the presentation of bills therefor.

7.

The Shipper hereby agrees to do all of the grading and to furnish all of the cross ties and switch ties needed for the construction of the Track and to pay the Railroad Company One Hundred and Three Dollars and Seventy-nine cents (\$103.79).

8.

The Railroad Company hereby agrees upon the completion of the grading and the delivery upon the ground of the ties and upon the payment by the Shipper of One Hundred and Three Dollars and Seventy-nine cents (\$103.79) as above, provided, to lay and construct the Track and to furnish all of the material, except ties, needed therefor.

This Contract and the covenants thereof, so far as they lawfully may, shall run with the land, upon which the track is located, and with the said premises belonging to or occupied or used by the Shipper at the place aforesaid, as shown by the said plat. In case the said premises belong to or are occupied severally by different parties of the second part, the covenants of this Contract in relation to the said premises shall be construed to refer severally to the parties of the second part to whom the said premises belong or by whom they are occupied severally.

This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto and shall be joint and several where there is more than one party of the second part.

Witness the duly authorized signature and seals of the Railroad Company, and of the Shipper the day and year first above written.

Illinois Central Railroad Company (SEAL)
J. T. Harrahan (SEAL)

Second Vice President

Attest:-

W. G. Turner.

-Assistant Secretary.

Form Approved. B.I.

The Mississippi Company (SEAL)
By Jno. Wohner, (SEAL)
-Vice-President.

Attest:-

L. Foot, Secretary.

State of Illinois...)

:--SS

County of Cook....)

I, Andrew P. Hamburg, A Notary Public in and for said State and County certify, that J. T. Harrahan, Vice President, of the aforesaid Railroad Company, who is personally known to me and known to me to be such Second Vice-President of said Corporation, and the same person whose name is subscribed to the above instrument as such Second Vice-President, appeared before me this day in person in said State and County, and being by me duly sworn did say that he was Second Vice-President of the said Corporation, and that the seal affixed to said Instrument is the corporate seal of said Corporation; and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and he acknowledged that he signed, sealed and delivered the said Instrument as the free and voluntary act and deed of the said Railroad Company and as his own free and voluntary act as such Second Vice-President for the uses and purposes therein set forth.

Given under my hand and Official Seal, this Eighth day of August A. D. 1905.

Andrew P. Hamburg. (SEAL)
-Notary Public-

State of Mississippi....)

:--SS

County of Madison....)

I, R. S. Powell, a Notary Public in and for said City of Canton and said State and County, certify that Jno. Wohner, Vice President of the aforesaid The Mississippi Company, who is personally known to me, and known to me to be such Vice President, of said Corporation and the same person whose name is subscribed to the above instrument, as such Vice President, appeared before me this day in person in said State and County, and being by me duly sworn did say that he was Vice President of the said Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and he acknowledged that he signed, sealed and delivered the said Instrument as the free and voluntary act and deed of the said Corporation and as his own free and voluntary act as such Vice-President for the uses and purposes therein set forth.

Given under my hand and Official Seal, this the 18th day of July, A. D. 1905.

R. S. Powell. (SEAL)
-Notary Public-

G. S. Nobles...)

Filed for Record Oct., 8-1905 at 8 A.M.

To/ Deed.....-

E. C. Lane....)

Recorded October 4th, 1905.

In consideration of the sum of One Hundred Dollars, cash in hand paid me by E. C. Lane, I, G. S. Nobles, hereby convey and warrant unto said E. C. Lane, Lot Eight (8), in Square 13 of Allen's Addition to Flora, Madison Co., Mississippi, and I agree that a 20-foot alley shall be kept open on the East side of said lot.

Witness my signature, this the 29th day of September A. D. 1905.

G. S. Nobles.

State of Mississippi.)

:--SS

Madison County....)

Personally appeared before me, Dan Fore, A Notary Public in and for the Village of Flora, Miss., G. S. Nobles, who acknowledged she signed and delivered the foregoing deed on the day above written.

Witness my hand and seal, this ... day of September A. D. 1905.

Dan Fore. (SEAL)
-Notary Public-

E. M. Smith.....
To/ Deed.....
J. H. Burrage.....
State of Mississippi)
Madison County.....

Filed for Record Oct., 2-1905 at 4 P.M.

Recorded October 4th, 1905,

In consideration of Nine Thousand Dollars, to me paid, the receipt whereof I hereby acknowledge, I, E. M. Smith, do hereby convey and warrant unto J. H. Burrage, the following described tract of land in Madison County, Mississippi, to-wit:-

W₁ W₂ Sec. 28 less a right of way 21 feet wide off the North side thereof, heretofore sold to D. W. E. Parson;
SW₁ Sec. 29.
E₁ SE₁ Sec. 30;
All W₂ Sec. 33, North of the Canton and Livingston Road;
n NE₁ and N₁ SE₁ & N₂ S₁ SE₁ & NE₁ SW₁ Sec. 32, all in Township 9, Range 2 East.

Rights of tenant on the place to Jan'y 1st, next are hereby reserved.

However, I do not warrant the lot now occupied by the Mt. Pleasant Baptist Church, containing about 3 acres, nor do I warrant as to any land which the heirs of D. W. E. Parsons may have acquired by adverse possession by encroachment on the north line of the land herein conveyed in Sections 29 and 30.

Witness my signature, this 2nd day of October 1905.

Eugene M. Smith.

State of Mississippi).

AA
Madison County.....

Personally appeared before the undersigned authority, E. M. Smith, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned.

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

F. C. McAllister Chancery Clerk. (SEAL)

By W. O. Baldwin, D. C.

Aaron M. Moore.....
To/ War. Deed.....
N. D. Walked, , , , , , ,
H. Lee Walker.....

Filed for Record Sept., 30-1905 at 4 P.M.

Recorded Oct. 5th, 1905.

In consideration of the assumption of my notes due the Colonial & United States Mortgage Company, which are due January 22nd, 1906 and January 22nd, 1907, as shown by the Deed in Trust recorded in Book "MM" - Page "18" and "19", in the Chancery Clerk's Office for Madison Co., Miss., and of the further sum of Fifteen Hundred and One 40/100 Dollars due by me to Gilruth Company, both of which debts are now assumed by the Grantees in this Deed, I, Aaron M. Moore, a widower, do hereby convey and warrant unto N. D. Walker and H. Lee Walker forever the following described real and personal estate with the rent due therefor lying and being situated in Madison County, State of Mississippi, to-wit:

The W₁ SW₁ and SE₁ SW₁ of Sec. 1, and the E₁ NE₁ SE₁ of Sec. 2, All in Town 9, Range 2 East. Also one black horse mule, named "Wyly", and one dark iron grey mare mule named "Queen", and one flea bitten gray mare mule named, "Folly", and one wagon. Being all of the land, mules and wagon that I now own. The said Grantees are entitled to the rent and shall pay the taxes thereon for the year 1905.

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

Aaron M. Moore, (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 Aaron M. Moore, who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned as his own act and deed.

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

Harry T. Huber. (SEAL)

Notary Public

Notary Public

J. H. Burrage.....
To/ Deed Trust.....
Julnes Stiffel.....
To/ Secure, -----
Norman Hannach.....

Filed for Record Oct, 2-1905 at 4 PM.

Recorded Oct., 5-1905.

Whereas, I, J. H. Burrage, am, indebted to Norman Hannach in the sum of Nine Thousand (\$9,000.00) Dollars, evidenced by my two promissory notes of even date herewith, each for \$4,500.00 payable five years from date, with ten per cent interest payable annually. It is agreed between the parties that the said Burrage may at any interest paying date, pay so much of the principal as he desires, and upon such payment interest thereon shall cease.

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

W₁ W₂ Sec. 23, less a right of way 21 feet wide off of the North side thereof, heretofore sold to D. W. E. Parsons by E. M. Smith;

SW₁ Sec. 29;
E₁ SE₁ Sec. 30.
All the W₁ Sec. 33, North of the Canton and

Livingston Road; N₁ and N₂ SE₁ and N₁ S₁ SE₁ and N₂ SW₁ Sec. 32, All in Town. 9, R. 2, East, and being the same land conveyed to me by E. M. Smith by deed of even date herewith, and for the purchase money of which the note secured by this Deed of Trust is given.

Also the following land in said County and State:-
E₁ W₂ and W₁ NE₁ and W₁ E₁ NE₁ Sec. 28, And
N₂ NW₁ NW₂ Sec. 19, All in Town. 9, R. 2 East-

Also the following:- Beginning at the south-west corner of the SE₁ Sec. 29. Town. 9. Range 2 East; thence along the southern boundary line of said Section 64 rods; thence North 240 rods; thence West 64 rods to the Western boundary line of the NE₁ of said Section, thence south along the Western boundary line of the E₁ of said Section 240 rods, to the point of beginning. None of this land is occupied by me as a homestead, my wife, and I occupying and claiming a homestead in NE₁ of Sec. 33. Said Town-ship and Range.

It is further agreed between the parties that when the Indebtedness hereby secured shall be reduced to Five Thousand Dollars, then the said Hannach, shall release the lien as to all the land herein conveyed, except the land this day conveyed to me by E. M. Smith.

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

If the debts herein provided for shall not be paid when due, said trustee or his successors shall upon request of said Norman Hannach, or his assigns, take possession of said personal property, and shall sell all the property 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 five percent of the said proceeds to said Trustee for his services, and shall pay such of the debts herein, as may then be unpaid, with all interest due thereon, and the residue, if any, pay to the grantors herein.

Said sale shall be advertised by written notice thereof posted at the South door of the Court-House, at Canton, in said County, and at two other public places in said County for thirty days prior to day of sale.

Such sale shall be made at said Court-house door, or at such other public place in said County as said Norman Hannach or his assigns may direct.

The grantor hereto, hereby covenants with the said Norman Hannach that he will pay the interest on said notes annually, and that he will keep the taxes upon said property paid, and upon failure of said grantors to so pay said taxes, the said Hannach or his assigns, may pay said taxes, and the amounts so paid by said Hannach or his assigns, for taxes shall be added to the debts above mentioned, and payment of same shall be secured by this deed.

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

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

Witness my hand, this 2nd day of October, 1905.

J. H. Burrage (SEAL)

State of Mississippi.)

-SS-

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

Given under my hand and official seal, at office, this the 2nd day of October, A.D. 1905.

F. C. McAllister Chancery Clerk.

By W. O. Baldwin D. C.

Will S. Bailey.....) Filed for Record Oct. 3-1905 at 10 A.M.
 To / Spec. War Deed.....-
 Martina A. Smith.....) Recorded October 5th, 1905.
 State of Texas.....)
 : -SS.
 County of Robertson.....)

In consideration of Six Hundred Dollars, to me paid, I,
 Will S. Bailey, convey and quit-claim unto Mrs. Martina A. Smith, of Madison Coun-
 ty, Mississippi, all my right, title and interest in and to the following describ-
 ed property in the City of Canton, in said Madison County, Mississippi, to-wit:-
 Beginning at the North-west corner of the intersection of Liberty and Otto
 Streets, in said City of Canton; running thence north along said Liberty Street, 54½
 feet; thence west 400 feet to Union Street; thence south along said Union Street 54½
 feet to said Otto Street; thence east along said Otto Street 400 feet to said Liberty
 Street and to the point of beginning, being the south part of Lot 30 on the west
 side of South Liberty Street, and the south part of Lot 29 on the east side of
 South Union Street, according to George & Dunlap's map of the City of Canton; and
 also being a part of the premises now occupied by said Mrs. Martina A. Smith as a
 residence lot.

Witness my signature, this 23rd day of September 1905.

Will S. Bailey

State of Texas.....)
 : -SS.
 Robertson County.....)

Personally appeared before the undersigned authority,
 Will S. Bailey, who acknowledged that he signed and delivered the above deed on the
 day and year therein mentioned.

Witness my hand and seal, this 23rd day of September 1905.

Henry Oscar (SEAL)

Notary Public, for Robertson Co., Texas.

E. W. Stiles et ux.....) Filed for Record Oct. 4-1905 at 4 P.M.
 To / War. Deed.....-
 Alice P. Stiles.....) Recorded October 5-1905.

For a valuable consideration paid me, E. W. Stiles by
 Alice P. Stiles, and the assumption of an indebtedness of \$1000.00 due me to
 the Mississippi State Bank, I convey and warrant to said Alice P. Stiles that Real
 Estate situated in the City of Canton, Madison County, State of Mississippi, and
 being that certain land conveyed to me by Jas. L. Stewart and Wife by their certain
 deed dated 26th December 1902, and which is duly of record in said County in record
 book of deeds No. "III" on Page "514", special reference being here made thereto
 as a part of this deed, and also that other lot or parcel of land conveyed me by
 H. B. Greaves, by his certain deed dated 31st January 1905, and of record in said
 County in Book No. "000" on Page "40", Special reference being here made thereto.

It is intended by this conveyance to convey the residence in which we now
 reside as our homestead, situated in said City of Canton, together with the lands
 adjoining, estimated to be between 8 and 12 acres, and said Alice P. Stiles, being
 the wife of said E. W. Stiles, hereby assents to this conveyance and accepts same
 and joins in same.

Witness our signatures, this October 4th, 1905.

E. W. Stiles.

Alice P. Stiles.

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

Personally appeared before me, R. S. Powell, A Notary Public,
 for the City of Canton, in and for said County, and State, the within named E. W.
 Stiles and Alice P. Stiles, 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 City of Canton, this the 4th day
 of October 1905.

R. S. Powell. (SEAL)

Notary Public.

Highland Colony Company....)
To/ War. Deed.....:-
Worden P. Nicholas.....)

Filed for Record Oct. 2-1905 8 A.M.

Recorded October 5-1905.

This Indenture Witnesseth:- That the Grantor, The Highland Colony Company, a Corporation domiciled at the Village of Ridgeland, in the County of Madison, and State of Mississippi, for and in consideration of the sum of One Hundred and Forty (\$140.00) Dollars, in hand paid, conveys and warrants to Worden P. Nicholas of the Town of Mt. Pleasant, County of Henry and State of Iowa, the following described Real Estate, to-wit:-

A Ten (10) Lot Five (5) Block Seventeen (17) Plat of laterations and additions in Highland Colony as shown by plat thereof, now on file in the office of the Chancery Clerk, of said County. The said lot herein described being planted in pecan trees. Situated in 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 Twenty-ninth day of September A. D. 1905.

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

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

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 R. H. Thompson, Vice Pres., and J. P. Cooke, Sec. & Treas., of Highland Colony Company, personally known to me to be the same persons, whose names are subscribed to the foregoing appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument, as the act and deed of the Highland Colony Company, and as their 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 30th day of September A. D. 1905.

P. L. Porter, (SEAL)
Mayor of Ridgeland, & Ex Officio J. P.

Susan M. Head et ux.....)
To/ Quit Claim.....:-
Highland Colony Company.....)

Filed for Record Oct. 4-1905 at 4 P.M.
Recorded Oct., 5-1905.

This Indenture Witnesseth:- That the Grantors, Susan M. Head and Husband, M. L. Head, of Poplar Grove in the County of Boone, and State of Illinois, for the consideration of One Dollar, convey and Quit-claim to the Highland Colony Company of the Village of Ridgeland, County of Madison and State of Mississippi, all interest in the following described Real Estate, to-wit:-

Lot Five (5)-Block Forty-Five (45), Highland Colony, as laid down on plat thereof, filed and recorded in the office of the Chancery Clerk, at Canton and 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 27th day of September A. D. 1905.

Susan M. Head. (SEAL)
M. L. Head. (SEAL)

State of Illinois)
:-SS
County of Boone...)

I, E. H. Burnside, A Notary Public, in and for said County, in the State aforesaid, do hereby certify, That Susan M. Head, and M. L. Head, Her Husband, personally known to me to be the same persons, whose names, are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free 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 thirteenth day of September A.D. 1905.

E. H. Burnside. (SEAL)
--Notary Public

Mary J. Crapps, Widow,
To / War. Deed.....
Felix L. Scott.....)

Filed for Record Oct. 5 1905 at 2 P.M.

Recorded October 5 1905.

In consideration of Five Hundred Dollars cash in hand paid me by Felix L. Scott, the receipt of which is hereby acknowledged, I, Mary J. Crapps, widow, do hereby convey and warrant unto Felix L. Scott, forever, the following described lands, lying, being and situated in the County of Madison, State of Mississippi, to-wit:

W $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 3, T. 10. R. 4. East.
The said Crapps shall pay the taxes and is entitled to the rents for the year 1905.

Witness my hand and seal this the 5th day of Oct., A. D. 1905.

Mary J. Crapps. (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 Mary L. Crapps, Widow, who acknowledged, that she signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as her own act and deed.

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

Harry T. Huber. (SEAL)

--Notary Public--

--My Commission Expires January 28th, 1908.--

J. E. Barnett.....
To / Deed.....
W. B. J. Barnett.....)

Filed for Record Oct. 2 1905 at 12 M.

Recorded October 5 1905.

For a valuable consideration paid me in cash by my father, W. B. J. Barnett, the receipt of which is hereby acknowledged, I hereby convey the following described land in Madison County, and State of Mississippi, to-wit:

All of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 33. Town. 11. Range 5 East - North of the wire road and west of the Revive Road, less two acres off the SW Corner and south of the wire road - containing 37 $\frac{1}{2}$ more or less.

Witness my signature and seal, this the 24th day of December 1904.

J. E. Barnett. (SEAL)

State of Mississippi) :SS
Lauderdale County...)

Personally appeared before me, A Notary Public in and for the City of Meridian, in and for said County and State, J. E. Barnett, 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 7th day of January 1905.

P. A. Broach. (SEAL)

--Notary Public--

J. H. Barnett.....
To / Deed.....
W. B. J. Barnett.....)

Filed for Record Oct. 2 1905 at 12 M.

Recorded October 5 1905.

For a valuable consideration paid us in cash by our father, W. B. J. Barnett, the receipt of which is hereby acknowledged, we hereby convey to said W. B. J. Barnett forever, the following described land in Madison County, State of Mississippi, to-wit:

All of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 33. T. 11. R. 5. E. that lies North of the wire road, and west of the Revive Road, less two acres off of the SW Corner and S. of wire road, - containing 37 $\frac{1}{2}$ acres, more or less.

Witness our signatures, and seals, this the 24th day of December 1904.

J. H. Barnett. (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, J. H. Barnett, 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 3rd day of January 1905.

Harry T. Huber. (SEAL)

--Notary Public--

W. F. Shrock.....
To War. Deed.....
James Green, Jr.....)

Filed for Record Oct., 3-1905 at 8 AM

Recorded Oct., 5-1905.

--W. F. Shrock to James Green, Jr--

For and in consideration of the sum of Three Hundred Dollars, cash in hand paid, I convey and warrant to James Green, Jr., the following described land situated in the County of Madison, and State of Mississippi, to-wit:-

The North-half of East half of North-west Quarter... Sec. 35. T. 12. Range 4- containing 40 acres, more or less.

Witness my hand, this 9th day of March 1905.

W. F. Shrock.

Witness:-

V. C. Dendy.
S. W. Holly.

State of Mississippi)

--SS--

Holmes County.....).

Personally appeared before me, E. W. Pickens, Notary Public, Goodman Miss., for said County and State, S. W. Holly, one of the subscribing witnesses, to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the within named W. F. Shrock, whose name is subscribed thereto, sign, seal and deliver the same to said James Green, Jr., that he, this deponent, subscribed his name as witness thereto in the presence of the said W. F. Shrock, and that he saw the other subscribing witness V. C. Dendy sign the same in the presence of the said W. F. Shrock, and that the witnesses signed in the presence of each other, on the day and year named.

Sworn to and subscribed before me, this 9th day of March A. D. 1905.

E. W. Pickens-- (SEAL)
--Notary Public--

Madison County)

Filed for Record Oct-5-1905 at 3 P.M.

To War. Deed:-
J. W. Owens...)

Recorded October 5-1905.

For consideration of (\$2,000.00) Two Thousand Dollars, paid, and to be paid, by J. W. Owens, as follows-- of which sum \$250.00 is paid cash and the balance of the purchase money is evidenced by said J. W. Owens, (7) seven promissory notes of even date herewith, each of said notes being for (\$250.00) Two Hundred and Fifty Dollars and due and payable annually on Oct., 5th, of each year for the year 1906, 1907, 1908-1909, 1910, 1911, 1912 and all said notes bearing interest from date at rate of (8%) eight percent per annum, all interest on all notes being payable annually on Oct. 5th, of each year.

The County of Madison in the State of Mississippi, by W. H. Boles, the President of its Board of Supervisors, pursuant to an order passed at this, its regular Term A. D. 1905, and which is duly recorded in Minute Book 9 of said Board on Page 53 which is here referred to and made a part of this deed, does by these presents convey and warrant the following described lands lying in the said County of Madison, in the State of Mississippi, and described as :-

NW¹..... Sec. 3. T. 9. R. 2 E., and being the same lands conveyed to the said Madison County by Joe Lutz and Mary A. Lutz by their certain deed dated January 6th, 1897 and of record in Record Book of Deeds said Madison County,

No. "EEE"- Page "508"- Special reference being here made thereto.

A vendor's lien is specially reserved on said lands till all the purchase money is paid and together with the cost of foreclosure.

It is distinctly understood that should said Grantee fail or refuse to pay any or either of said notes as same falls due then all said notes shall become due and payable, and said County may declare same due, and foreclose the Vendor's Lien herein reserved for the entire purchase money evidenced by said notes, whether same by the terms of said notes are due or not.

Witness the signature and seal of said County of Madison, by W. H. Boles, the President of the Board of Supervisors, this the 5th day of October A. D. 1905.

Madison County,
W. H. Boles-

-President of Board of Supervisors.

State of Mississippi)

--SS--

Madison County.....)

Personally appeared before me, F. C. McAllister, Clerk of the Chancery Court, the within named W. H. Boles, President of the Board of Supervisors of Madison County, State of Mississippi, who acknowledged that pursuant to an order of the Board of Supervisors, of said County, this day spread upon its minutes, he signed and delivered the above instrument for said County, this the 5th day of October 1905.

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