

Missing

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Justice for either of the purposes, as aforesaid said part of  
just part can hold the same,

Witness our signatures this 5<sup>th</sup> day of April 1881

Chas McLaurin

Dora McLaurin

The State of Mississippi } This day personally appeared before  
Rankin County } me the undersigned Justice of the Peace  
in and for said County, the within named  
Charles McLaurin & Dora McLaurin who acknowledged that  
they signed and delivered the foregoing Deed of Trust, at the  
time therein named as their act and deed

Witness My hand and Seal of Office this 6<sup>th</sup> day  
of April A.D. 1881 W. H. Moses J. P. (Seal)

Walter S. Monteth } Filed for Record 26th day April A.D.  
To S. Montague of Real Estate } 1881 at 10 o'clock A.M.  
John Agnew, Junior } Recorded April 28th A.D. 1881

The State of South Carolina

To all whom these presents may concern, I, Walter  
S. Monteth, in the State aforesaid, send greeting:

Whereas, I, the said Walter  
S. Monteth am indebted to John Agnew, Junior in &  
by a certain article of agreement of date Feb. 31st 1880  
whereby I assigned to him a certain judgment against  
Sarah M. Bryce for indemnity; and whereas by virtue  
of said judgment I have become possessed two certain  
interests in land in the State of Mississippi which of  
right I should pledge to said John Agnew Junior  
as like like indemnity with the said judgment as in  
and by the said agreement, reference being thereunto had,  
will more fully appear, a copy whereof being hereto  
annexed.

Now know all men, that I, the said Walter  
S. Monteth, in consideration of the said debt and sum  
of money aforesaid, and for the better securing the pay-  
ment thereof to the said John Agnew, Junior, according  
to the terms of said agreement of indemnity, and  
also in consideration of the further sum of three dollars  
to me the said Walter S. Monteth, in hand well &  
truly paid by the said John Agnew, Junior at &

before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said John Agnew, Junior, all my right title and interest, in and to the house and lot in the town of Canton, Mississippi, and also in and to all that plantation in the County of Madison, State of Mississippi, lately belonging to Elizabeth Henry, deceased, together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining: To have and to hold all and singular the premises unto the said John Agnew, Junior, his heirs and assigns forever. And I, Walter Monteith do hereby bind myself and my heirs, executors & administrators to warrant and forever defend all and singular the said premises unto the said John Agnew, Junior, his heirs and assigns, for and against me and my heirs, executors, administrators and assigns, lawfully claiming, or to claim, the same or any part thereof. Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if I, the said Walter Monteith do and shall well and truly pay, or cause to be paid, unto the said John Agnew, Junior, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the terms of said agreement, then this deed of bargain & sale shall cease, determine, and be utterly null & void; otherwise it shall remain in full force & virtue. And it is agreed by and between the said parties, that it shall and may be lawful for said John Agnew, Junior to hold and to enjoy the said premises until default of payment shall be made.

Witness my hand and seal this fifteenth day of April in the Year of our Lord, one thousand eight hundred and eighty one and in the one hundred and fifth year of the Sovereignty and Independence of the United States of America

Signed, Sealed and delivered in the presence of }  
 Benj. H. Howland, }  
 J. E. Wallace }

W. J. Monteith Seal

State of South Carolina }  
 Richland County }

Personally appeared before me Benj. H.

Howland and made oath that he saw the within named Walter S. Montith sign, seal, and as his act and deed, deliver the within written deed; and he with J. E. Wallace witnessed the execution thereof.

Sworn before me, this sixteenth day of April 1881  
J. E. Wallace }  
Not. Public }      Benj. A. Howland

State of South Carolina, }  
Richland County }

I, William K. Bachman do hereby certify unto all whom it may concern, that Joe Ann E. Montith, the wife of the within named Walter S. Montith did this day appear before me, and upon being privately and separately examined by me, did declare that she does, freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever, re-mounce, release, and forever relinquish unto the within named John Agnew, Jr. his heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this twentieth day  
J. E. of April Anno Domini 1881  
Wm. K. Bachman  
Notary Public  
J. A. E. Montith }

Know all men by these presents, that, I, Walter S. Montith, have this day assigned, transferred, set over and delivered to John Agnew Jr, the notes and securities hereinafter named to indemnify and save harmless, the said John Agnew, Jr. from against any and all loss or costs by reason of the advance to me of the sum of seven hundred dollars in cash

Note H. H. Rice due Oct 1 - 1880	\$ 100.00
Note C. A. Griffin due Jan 1 - 1880	200.00
Note Peter Murray due Oct 1 - 1880	50.00
Judgt. Saml. Green besides costs	121.00
Judgt. S. M. Bryce 1/2 of my interest therein being one half besides interest	304.50
Witness my hand &	



Seal this thirty first day of March AD 1880  
W. J. McEntire Seal

In the presence of  
J. E. Wallace

State of South Carolina,  
Office of Secretary of State.

To all whom these presents come, Greeting.

Know Ye, That  
W. K. Bachman, whose official signature appears to the instrument of writing hereto annexed, was, at the time of affixing the same thereto, a Notary Public duly qualified & commissioned, as appears from the records of this Department, that his attestation is in due form, and that full faith and credit are due to his official acts.

Witness my hand and seal of the State at Columbia, this 20th day of July, in the year 1880 of Our Lord one thousand eight hundred and eighty and in the 105th Year of American Independence  
L. M. Sims  
Secretary of State

J. J. Priestley Sheriff  
do do do  
J. L. Harris Mes

Filed for Record May 7th AD 1881 at 2 O'clock PM  
Records May 12th 1881

This Indenture made this second day of May English Humana and English one between J. J. Priestley Sheriff of Madison County and State of Mississippi of the one part and J. L. Harris Mes of the other part, Witnesseth that the said Priestley as such Sheriff having levied on the house and lot herein described as the property of M. Deligman, by virtue of process of Execution, and to satisfy the amount thereof namely, Writ of Fieri Facias issued from the Circuit Court of Madison County returnable on the fourth Monday of September 1881, an abstract of which is as follows. to-wit Fieri Facias issued 12th April 1881 in favor of J. L. Harris the plaintiff against M. Deligman defendant for \$1688 00/100 damages and interest thereon from 30th March 1881 at the rate of six per centum until paid and \$14,95/100 costs thereon, which said judgment was duly enrolled of record in said Court as of record appears, which said writ was duly levied upon the herein after described house and lot, which said house and lot having been



Eleanor B. Bond & A. J. Bond Trustees  
Filed for record April 22<sup>nd</sup> 1881 at 5 O'clock, P.M.  
Record May 18, 1881

Thomas we are indebted to J. J. Kilman in the sum of Five Hundred & Twenty Dollars evidenced by our note of date April 22<sup>nd</sup> 1881 & wishing to

secure the payment of the same, we have hereby bargained granted sold and conveyed to R. C. Smith, as trustee, the following described lands in the County of Madison & in the State of Mississippi viz Lots 1 & 2, & the E 1/2 of Lot 4, N 1/2 of Lot 6 & Lot 7, & N 1/2 of Lot 8, in Section 21 Township 10 Range 2 East and N E 1/4 Sec 36 Township 10 Range 2 East & N 1/2 & N 1/4 Section 30 Township 10 Range 3 East to have and to hold unto R. C. Smith his heirs and successors, But this conveyance is in part trust & condition, viz, if said note with interest is paid when due, then this deed shall be void, But if said note is not so paid, then the said trustee shall sell said lands for cash to the highest bidder, before the door of the Court House in Canton Mississippi, after having advertised the same for sale for 10 days before said sale, by posting notice of the same at the door of the Court House aforesaid & shall out of the proceeds he shall pay said note & all costs of executing this trust & shall then pay over any balance to the undersigned Eleanor B. Bond & he shall make a deed to the purchaser of said lands, And if Smith cannot or will not act in the premises said Kilman or the holder of said note, may appoint some other person to act in the place of Smith, whose acts shall be as good & valid as the acts of Smith in the premises

Eleanor B. Bond  
A. J. Bond

State of Mississippi  
Madison County  
Personally appeared before the undersigned Clerk of the Chancery Court of said County the within named A. J. Bond and Eleanor B. Bond who acknowledge that they received read and delivered the foregoing Deed on the day and year therein mentioned as their act and deed

Given under my hand & official seal at Office this 22<sup>nd</sup> day of April A.D. 1881  
H. B. Bardenie Clerk

This deed in trust in this day after first by  
payment in full  
March 24, 1882  
J. J. Kilman



James Gaines } Filed for record May 18<sup>th</sup> 1881, at 11 o'clock a.m.

Noraha Gaines } Recorded May 18<sup>th</sup> 1881

To } Deed } In consideration of Forty five dollars to us  
Louisa Jones } in hand paid; receipt whereof is hereby acknowledged  
we convey and warrant to Louisa Jones the

lands described as follows to wit, 1/2 of Lot  
4 on Leach's Hill, siting the West half of Lot and a Jas  
Gaines by A.H. Bilbo recorded in Chancery Clerk's office of  
Madison County in deed Book 50 - page 311; the same being in  
city beautiful county of Madison State of Mississippi Witness our hands  
& signatures this 18<sup>th</sup> day May 1881

James <sup>his</sup> Gaines  
Noraha <sup>maile</sup> Gaines

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

James Gaines and Noraha Gaines his wife who  
acknowledge that they signed, sealed and delivered the foregoing  
Deed on the day and year therein mentioned as their act and  
deed, given under my hand and official seal, at Office  
this 18<sup>th</sup> day of May A.D. 1881.

H. B. Balam Clerk

J.C. Cameron } Filed for record May 17<sup>th</sup> 1881, at 5 o'clock P.M.

Laura H. Cameron } Recorded May 18<sup>th</sup> 1881

To } Deed } This deed made this 16<sup>th</sup> day of May 1881 by  
R. H. Bennett, Dr. } and between J.C. Cameron & and Laura H. Cameron  
Debit } Securedly } his wife of the first part, R. H. Bennett of the

second part and Jenn Yelley of the third  
part. Witness, Whereas the said Laura H. Cameron is indebted  
to the said party of the third part in the sum of One hundred and  
Twenty five or 100 Dollars evidenced by her note of even date with  
these presents for said sum of Money payable on the 15<sup>th</sup> day of  
November next after the date hereof for money loaned by the said  
party of the third part to the said Laura H. Cameron which  
loan or advancement was made at the request of said Laura  
H. Cameron and her said husband and was for the use and  
benefit of the separate Estate of said Laura H. Cameron, have  
given granted, bargained sold, aliened and conveyed and by  
these presents do give, grant, bargain sell alien and convey  
to said party of the second part all that certain tract or  
parcel of land in the County of Madison and State of  
Mississippi and particularly described as Lots 6, 7, 8,  
9, 10, 11, and seventy feet off the east ends of Lots 14, 15, 16, 17,  
18, 19, respectively including the whole of that part of the

intervening ally that his herein said lots, all said lots lying and being in "Block B," of a certain map of Seneca recorded in Book "H" page 308 of the Chancery Court of said County, to have and to hold the same with all the premises and appurtenances thereto belonging to the said party of the second part and his assigns forever, but this conveyance is upon the condition and trust that if said party of the first part Laura H. Cameron shall not and truly pay said note at maturity then this obligation shall be void, but if the said note be not paid at maturity according to its tenor and effect then and in that case said party of the second part shall sell said property at public outcry before the door of the Court House of said County to the highest bidder for Cash after having given notice of the time place and terms of such sale by advertisement in writing put up at three or more public places in said County for at least thirty days prior to such sale, and out of the proceeds of such sale said party of the second part shall pay just all costs and charges incident to this trust and then whatever may be due said party of the third part for bond or advanced as aforesaid and interest thereon

the said debt in full - ~~executed~~ <sup>to be</sup> he shall pay to said party of the first part J. C. Cameron Jr, his husband, May 16<sup>th</sup> 1871 in full of said P. L. of J. C. Cameron Jr. has this day been satisfied in full, and the Clerk of the Chancery Court of Madison County is hereby authorized to enter his satisfaction upon the record. <sup>LR P.P. 211</sup> execute this in place the same sign in the P. L. Cameron

May 23<sup>rd</sup> 1872 *Jessie Yellumley*

Witness our hands and seals the day and year of said State of Mississippi Madison County

*Laura H. Cameron*  
*J. C. Cameron Jr.*

Personally appeared before me a Justice of the Peace in and for said County J. C. Cameron Jr who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed, And the said Laura H. Cameron wife of said J. C. Cameron Jr came also before me and on a private examination by me made separate and apart from her said husband she did acknowledge that she signed sealed and delivered the foregoing deed on the day and year therein mentioned as her voluntary act and deed freely without any threats fear or compulsion of her said husband. Given under my hand and seal, this 16<sup>th</sup> day of May 1872

R. E. Andrews J.P. (Seal)

The within authority hereto attached of her estate that deed of said

W. B. Cameron and

John T. Leavenworth } Filed for Record May 19<sup>th</sup> 1881 at 5 O'clock P.M.  
vs } Deed } Recorded May 20<sup>th</sup> 1881

Mary Smith } This indenture made and entered into this, this  
the 18<sup>th</sup> day of May AD 1881, by and between  
John T. Leavenworth of the first part and Mary  
Smith, F.W.C. of the second part, Witnesseth  
that the said party of the first part for and  
in consideration of the sum of Two Hundred Dollars (200<sup>00/100</sup>) has  
this day sold, assigned & released unto the said party of the  
second part a certain Lot or parcel of ground situate lying & being  
in the City of Leavenworth, Territory and State of Kansas and  
described as follows to wit, a lot of ground on Walnut Street in  
said City of Leavenworth, beginning at a Stake One Hundred and  
Twenty feet on Walnut St from its intersection with Academy, thence  
South 87 feet to the corner post of said lot thence West 100 feet  
to a stake thence North 87 feet, thence East 100 feet to the place of  
beginning, and the said party of the first part has hereunto  
assess his hand and seal to give warrant and defend the  
title to the same against the Claims or Claims of any persons  
whatsoever. In testimony whereof I have hereunto set my hand & seal  
this the 18<sup>th</sup> day of May 1881.

John T. Leavenworth: *[Signature]*

State of Missouri } Personally appeared before the undersigned  
Madison County } Clerk of Leavenworth County of the said County the  
within named John T. Leavenworth who acknowledges  
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 18<sup>th</sup> day of May AD 1881.

H. B. Beaman, Clerk

F. B. Pratt }  
vs } Trust Deed } Filed for record May 20<sup>th</sup> 1881 at 4 O'clock P.M.  
John Humphreys - Trustee } Recorded May 20<sup>th</sup> 1881  
vs secured }

F. B. Pratt et al } This Deed in Trust executed this 20<sup>th</sup> day of  
May 1881 by F. B. Pratt of Leavenworth Miss. Witnesseth  
that whereas the said F. B. Pratt is indebted to the First National  
Bank of Merick Connecticut in the sum of Two Thousand Dollars  
due and payable on the 15<sup>th</sup> day of November 1881 as evidenced  
by the promissory note of said Pratt dated April 1881 payable  
at said Bank to the order of F. B. Pratt & endorsed by said

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J. F. Pratt to said Bank, And whereas said F. B. Pratt is indebted to the Merchants National Bank of Indianapolis Indiana in the sum of Seven Hundred & Eighty one & 75/100 Dollars \$781<sup>75</sup>/<sub>100</sub>, due and payable June 4<sup>th</sup> 1881. as evidenced by the promissory note of said F. B. Pratt dated Dec 4<sup>th</sup> 1880 payable at said last mentioned bank & endorsed by said J. F. Pratt, And whereas said F. B. Pratt is indebted to said J. F. Pratt in the sum of Three hundred & thirty six dollars \$336<sup>00</sup>/<sub>100</sub> as evidenced by the promissory note of said F. B. Pratt dated about Feby 10<sup>th</sup> 1880 payable to the order of said J. F. Pratt in one year from its date to wit; about Feby 10<sup>th</sup> 1881 with interest And whereas it is contemplated that said J. F. Pratt may hereafter or before the 15<sup>th</sup> day of September 1881 loan said F. B. Pratt a sum or sums of money not exceeding in the aggregate the sum of One Thousand Dollars, or that in lieu of such loan or loans, said J. F. Pratt may endorse a note or notes for said F. B. Pratt to an amount not exceeding said sum of One Thousand Dollars; Now therefore know all men by these presents that I the said F. B. Pratt in consideration of the premises & for the purpose of securing the payment of the above mentioned indebtedness & the above mentioned contemplated indebtedness should such occur, have bargained sold assigned & conveyed, & by these presents do hereby bargain sell and convey to John Humphreys Esqr of Madison County Mississippi the following described real and personal property to wit: All that certain plantation in Madison County Mississippi known as "Marvatum Hall" or the "Pratt Place" and more particularly described as follows: All of Section Twenty five (25) The South half of Sec. Twenty four (24) 9 3/8 acres off of the South End of the North West qr. Sec. Twenty four (24) Six & 2/3 acres off of the South End of the West half of the North East qr of Section Twenty four (24) all in Township Eight (8) Range one (1) East in said County Also the West half of the West half of Section Thirty (30) Township 8. Range two (2) East in said County The whole tracts consisting of about 1250 acres more or less, Together with all the machinery in & about or connected with the Saw House upon said plantation consisting of Steam Engine certain Saw. Steam press, pump &c &c. Also that other certain plantation in said County known as "Dart Grove" more particularly described as follows, The E 1/2 of Sec. 36, T. 8, R. 1, East The S W 1/4 of Sec 31, T. 8, R. 2, East except 15 acres in the North East corner of same Ten only five acres from the West side of the North West qr of said Sec 31. Also all the trees & mules now upon said two plantations belonging to me. To Have & to

hold the same to him the said John Humphreys his assigns & successors forever In trust however & for the purposes above named & upon the following terms & conditions to wit If I shall pay said three above mentioned notes with all interest due thereon on or before the 18<sup>th</sup> day of November 1881 & shall pay such other sum or sums of money as shall become owing said J. P. Pratt on account of any loan or loans made by him to me hereafter prior to Sept 15<sup>th</sup> 1881 to an amount not exceeding \$1000 & shall save said J. P. Pratt harmless on account of any endorsements of my paper to the amount of \$1000 made hereafter prior to Sept 15<sup>th</sup> 1881; then this deed to be void & of no effect. If said three above mentioned notes or any one of them or any note given in renewal of said note of \$781.75 shall remain unpaid on the 18<sup>th</sup> day of Nov 1881 or if any debt hereafter created by me to said J. P. Pratt on account of loans or endorsements as above contemplated shall remain unpaid at maturity, then and in such event it shall become the duty of said John Humphreys to enter into & upon said plantation & take possession of the same together with all the personal property therein conveyed & to sell the same to the highest bidder for cash at public auction (or so much thereof as may be necessary to pay the debts secured & herein, said sale shall be made at the Court House Door of the City of Leavelle after advertising the time place & terms of sale for 10 days prior thereto by posting a notice of the same at said Court House door, The proceeds of such sale shall be applied to the pay of the debts above mentioned & the surplus if any shall be paid to me or my legal representatives. Said John Humphreys is hereby authorized to execute to the purchaser or purchasers of said property at such sale proper deeds of conveyance In the event that the said John Humphreys should be unwilling or unable to act as trustee herein said J. P. Pratt is hereby empowered to appoint another person in the place & stead of said Humphreys & should it become necessary so to do to appoint a successor or successors to such substituted trustee and such substituted trustee & his successors & assigns shall upon such appointment become vested with the legal title to said property with all the powers herein conferred upon said John Humphreys In Witness whereof I have hereunto set my hand & seal on the day & year above written

J. P. Pratt,

State of Mississippi }  
 Madison County } 3

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



written named J B Pratt or his acknowledgment 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 20<sup>th</sup> day of May AD 1881

H O Barden Clerk  
By J W C Russell D.C.

entire in full C. H. Adams trustee

Timothy McMahon  
Trustee  
C. H. Adams trustee  
to receive  
Bouton & Mayson


Filed for record May 25<sup>th</sup> 1881 at 9 o'clock a.m.  
Recorded May 26<sup>th</sup> 1881

This indenture made this 21 day of May AD 1881 by and between Timothy McMahon of Madison County this party of the first part and C. H. Adams party of the second part and Bouton & Mayson of New Orleans La parties of the third part, It is remembered that whereas the party of the first part is indebted to the parties of the third part in the sum of Five Hundred Dollars evidenced by his note of this tenor & date And whereas the said party of the first part has executed and delivered to the parties of the third part his promissory note of even date herewith payable to their order at their office in the City of New Orleans on the 1<sup>st</sup> day of November next for Five Hundred Dollars, and bearing interest from maturity at ten per cent per annum to be paid in arrears, which note is to be discounted at current rates and the proceeds passed to the credit in full account of the party of the first part for use in the purchase of supplies and merchandise for the family and plantation of the party of the first part, in the County of Madison & State of Mississippi for charges in consideration of the business and in order to secure the payment of said sums advanced, or to be advanced as aforesaid, the said party of the first part do hereby bargain, sell and convey to said party of the second part the following described property to wit: The undivided one half of that part or parcel of land belonging formerly to what is known as the "Boscawen Place" lying and being at the forks of the Mad. Riv. & Jackson road about three miles east of the City of Canton containing three acres more or less lying and being in Madison County & State of Mississippi and on which is located the Steam Mill and Saw, together with all and singular the Engine Mills, Saw Poles and other appurtenances thereto belonging - Also the following personal property, 1 pair Gray Mare Mule, 1 pair mare mule, 1 Mule & 1 Horse

1 Dark Col Mare Mule, 1 Bone Mare Mule, 1 Gray Horse, 1 Black Horse Mule, 1 Black Mare Mule, 1 Bone Mare Mule, 1 Mare Col Mare Mule, 1 Mare Col Mare Mule, 1 Bone Mare Mule 25 Head cattle now in possession of the party of first part 2 Yoke Oxen, 1 Iron Axle 2 Horns orags, and the crop of corn and cotton which may be grown on his plantation during the present year. To have and to hold the above described real estate and personal property to him, the said party of the second part, his heirs and assigns forever in trust, however and upon the following conditions viz. That if the said party of the first part shall on or before the maturity of said promissory note pay what may be due to said parties of the third part upon said promissory note and all costs accrued on account of this instrument then this conveyance shall be void, but if default is made in said payment, the said party of the second part when so requested, by the parties of the third part shall take possession of said property, and having given ten days notice to said party of the first part, by posting in their place in said County of Madison of the time, place and terms of sale, shall sell or cause to be sold said property or so much thereof as may be necessary to meet said indebtedness and the expense of executing this trust, at public auction, for cash. And the said parties of the third part or their legal representative can at any time they may desire appoint a trustee in the place of said party of the second part, or any succeeding trustee. And should the trustee at any time believe said property or any part thereof and any and as a security for said payments he shall take the same into his possession and hold it until said payments are made, or until said property is sold as aforesaid; but unless demanded by the trustee for either of the purposes aforesaid said party of the first part can hold the same. And the said party of the first part further binds and pledges himself to gather and put into condition to ship to Market as soon as same can be done, the crop of cotton that he may raise and control during the season 1881-18. and also binds and pledges himself to ship said cotton from time to time as soon as the same is gathered and in condition to be sent to Market, to said parties of the third part in New Orleans, to be sold by them. And should the said party of the first part fail to ship as much as fifty two bales cotton during the season of 1881-18 that he will pay said parties of the third part a commission of 2 1/2 per cent on any such deficiency, based upon the average value of cotton during the season, and it is expressly agreed and understood, by and between the parties hereto, that the said parties of the third part shall have the exclusive right to apply the net proceeds of sale of all cotton shipped and all payment of money made to them

to the payment of any indebtedness which may be due over, or which may hereafter become due to them by the said party of the first part upon open account or otherwise or to the debt secured and intended to be secured by this indenture, according to their view of the exigency of the case that such application may be made at such time and in such manner as they may elect, and that no application of such proceeds of sale or money to the payment of any debt in open account, which may at any time be due to the said party of the third part, by the said party of the first part, shall impair lessen or prejudice the debt secured and intended to be secured by this indenture or the security herein and hereby provided therefor


And These of the said, for the considerations above set forth, does hereby relinquish and from release and quit claim unto the said party of the second part, all her right title interest or possibility of donee in and to the above granted real Estate, Given under my hand and seal at Canton Miss the day and year above written,

Witness  
 H. Craig, Guy Satham, Timothy McMahon 

State of Mississippi

Madison County Personally appeared before the undersigned Clerk of the Chancery Court the above named Guy Satham one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposes and says that he saw the above named Timothy McMahon whose name is subscribed thereto sign seal and deliver the same to the above named S. H. Adams Justice, that he this deponent subscribed his name as a witness thereto in the presence of the said Timothy McMahon and that he saw the other subscribing witness H. Craig sign the same in the presence of the said Timothy McMahon, and in the presence of each other on the day and year therein named

In testimony whereof, witness my hand and the seal of said Court this 25<sup>th</sup> day of May AD 1881.

 H. O. Bacon, Jr., Clerk.

J. A. Proctor 3 Filed May 28<sup>th</sup> 1881 at 5 o'clock P.M.  
 Co. 3. Deed 3 Recorded May 30<sup>th</sup> 1881  
 Mansford Jones 3

In consideration of the sum of One Thousand Dollars cash in hand paid over by Mansford Jones of Kaskaskia Attala County Mississippi to John A. Proctor of

Madison County, Mississippi do sell and convey all my right and title in and to the following described land lying and being in the County of Madison and State of Mississippi to wit South half of North East quarter and seven acres off East half of South East quarter of Section Thirty Four Township Ten Range Five East, beginning at South East corner of South half of North East quarter of said section, and running South twenty yards, thence West to the Robinson Road, thence down said road to the land of Robert J. Lehub, thence North to the South line of South half North East quarter, these lands being the same as conveyed by Thomas Faucet to John H. Williams. I do warrant and defend the right and title to the land against the claims of all persons, given under my hand and seal this May 27<sup>th</sup> 1881.

J. A. Poston

State of Miss <sup>3</sup> Personally appeared before me Thos Faucet  
 Madison City <sup>3</sup> a Justice of the Peace for said County John A  
 Poston who acknowledges that he signed and  
 the within instrument of conveying as his act and deed for the  
 purposes therein set forth  
 Given under my hand this 27<sup>th</sup> day of May 1881  
 Thos Faucet J. P.

Montfort Jones <sup>3</sup> Filed May 28<sup>th</sup> 1881 at 5 o'clock P.M.  
 R. J. Lehub <sup>3</sup> Recorded May 30<sup>th</sup> 1881 -  
 In consumation of the sum of Five Hundred and  
 twenty Dollars cash in hand paid me by Robert  
 J. Lehub of Madison County Mississippi I Montfort Jones of Noxubee  
 County Mississippi do sell and convey unto the said  
 Robert J. Lehub all my right title and claim in and to  
 South West quarter of Section two Township nine range five East  
 lying and being in Madison County and State of Mississippi  
 I do warrant and defend the above land against the claims  
 all persons this May 27<sup>th</sup> 1881.  
 Montfort Jones.

State of Mississippi <sup>3</sup>  
 Madison City <sup>3</sup> Personally appeared before me Thos Faucet  
 a Justice of the Peace for said County Montford  
 Jones who acknowledges that he signed and made  
 the foregoing instrument as his act and deed for the purposes therein  
 set forth. Witness my hand this 27<sup>th</sup> day of May 1881  
 Thos Faucet J. P.



J. Landaw Brown 2 Filed June 9<sup>th</sup> 1881 at 12<sup>30</sup> P.M.  
vs 3/4 Recd. Recorded June 10<sup>th</sup> A.D. 1881.  
C. F. Potter 3

This deed of conveyance made and entered into this the 8<sup>th</sup> day of June A.D. 1881, by and between James Landaw Brown of the first part and C. F. Potter of the second part, both of the County of Madison and State of Mississippi. Witnesseth that the said party of the first part for and in consideration of the sum of Eleven Hundred and Twenty five dollars to be paid as follows to wit, the sum of three hundred and seventy five dollars due and payable at the 1st days of January A.D. 1882-1883-+1884, and secured by the three several notes of the party of the second part bearing even date herewith and bearing interest from maturity at the rate of ten per cent per annum until paid due and payable as above to wit, one of said notes on the first day of January A.D. 1882, and the second of said notes on the first day of January A.D. 1883, and the third of said notes on the first day of January A.D. 1884, has granted bargained and sold, and does hereby grant bargain and sell unto the said party of the second part his heirs and assigns in fee simple forever, all that certain tract or parcel of land lying and being situate in the County of Madison State of Mississippi to wit the E 1/2 of the E 1/2 of S E 1/4 Section 14 Township 9 Range 4 East containing Eighty acres be the same more or less. To have and to hold the above described lands, together with all and singular the appurtenances thereto belonging or in any manner appertaining unto the said party of the second part his heirs and assigns in fee simple forever. And the said party of the first part covenants with the party of the second part that he will warrant and forever defend the title herein conveyed to the party of the second part his heirs and assigns forever free from and against the right title and claim of all persons claiming or to claim the same. In testimony whereof the party of the first part hereto signs his name and affixes his seal on the day and year first above written

State of Mississippi 3/4  
Madison County 3/4  
Personally appeared before the undersigned, Clerk of the Chancery Court of the said County the within named J. Landaw Brown who acknowledged that he signed seal and delivered the foregoing deed on the day and year therein mentioned as his act and deed. Given under my hand and official seal this 9<sup>th</sup> day of June A.D. 1881.  
J. Landaw Brown Seal  
W. B. Balderson Clerk

(Seal)



E. F. Pollet  
3rd Trust Need  
W. C. Joyner Trustee  
J. Landow Brown

Filed for record June 9<sup>th</sup> AD 1881 at 12<sup>30</sup> o'clock P.M.  
Recorded June 10<sup>th</sup> 1881.

This deed of conveyance made and entered into on the 8<sup>th</sup> day of June AD 1881, by and between E. F. Pollet of the first part and James Landow Brown of the third part, all of the County of Madison and State of Mississippi, witness, that for and in consideration of the sum of ten dollars to party of the first part in hand paid by the party of the third part, the receipt whereof is hereby acknowledged at and before the signing sealing and delivering of this deed, and for and in consideration of the further fact that the party of the first part is jointly indebted to the party of the third part in the sum of Three hundred and seventy five dollars due and payable Jan 1<sup>st</sup> 1882 Three hundred and seventy five dollars due and payable Jan 1<sup>st</sup> 1883 and Three hundred & Seventy five dollars due and payable Jan 1<sup>st</sup> 1884, as is evidenced by the three certain promissory notes of the party of the first part, bearing even date herewith due and payable as aforesaid to the party of the third part or his order. Each of said notes to bear interest after maturity at the rate of ten per cent per annum until paid and the party of the first part being willing and anxious to secure the prompt and punctual payment of each of said notes on the maturity thereof, the party of the first part has granted bargained and sold and does hereby grant bargain and sell unto the party of the third part his heirs, Executors, administrators assigns and successors, the following described land to wit E 1/2 of E 1/2 of S E 1/4 Section 14 Town 9 Range 4 East containing by Estimation Eight acres be the same more or less lying being and situate in said County and State, to have and to hold all of said above described land together with all and singular, the tenements hereditaments and improvements thereunto belonging or in anywise appertaining unto said party of the third part, his heirs Executors Administrators assigns and successors in fee simple forever, the above deed is nevertheless subject to the following express limitations and trusts: 1<sup>st</sup> Should the said party sell and duly pay each of the said above described notes at maturity thereof then in that event this deed shall be null and void otherwise to remain in full force and effect. 2<sup>nd</sup> Should said party of the first part neglect fail and refuse to pay any of said notes at the maturity thereof, then in that event the party of the second part is hereby authorized and empowered upon the application of the party of the third part or the legal



W B Jones, the receipt whereof is acknowledged; hath granted bargained sold aliened and conveyed and by these presents do bargain sell grant alien convey and assign unto the said W B Jones his heirs Executors administrators and assigns all the following herewith described land lying and being situated in the said County and State of Kansas and described as follows. The N 1/4 of the S E 1/4 Sec 26 Township 8. Range 1. West Containing 80 acres more or less together with all and singular the premises hereditaments and appurtenances thereto belonging, to have and to hold the said described land and premises hereby granted or mentioned or under this to be unto the said W B Jones his heirs and assigns forever And the said Jessa A Hammack and her husband James W Hammack parties of the first part hereby bind themselves to the said W B Jones party of the second part their heirs and assigns to warrant and forever defend the title to the said land to the said W B Jones party of the second part his heirs and assigns against all persons whatsoever claiming or to claim the same either at law or in equity

In Witness whereof we have hereunto set our hands and seals this the day and year first above written  
 J. A. E. Hammack fiat  
 W Hammack fiat

State of Kansas  
 Madison Co

Personally appeared before the undersigned a Member Board Supervisors for Dist No 2 for said County & State the within named James W Hammack who acknowledged he signed sealed and delivered the foregoing Deed, in the day and year herein mentioned as his act and deed, Also appeared Jessa A Hammack wife of said James W Hammack, who after being examined privately and apart from her said husband acknowledged she signed sealed and delivered the foregoing deed as her voluntary act and deed freely and for the purposes therein specified, without any fear threat or compulsion of her said husband. Given under my hand that this 2 day June 1881

H. J. Hulme, fiat  
 Member Board Supervisors  
 Dist No 2  
 Madison County Kansas

Lora A Hammack } Filed for record June 10<sup>th</sup> 1881. 9 o'clock a.m.  
and } Recorded June 10<sup>th</sup> 1881.  
John A Hammack }  
W B Jones }

This deed of Quit Claim made and entered into this 2<sup>nd</sup> June 1881 between Lora A Hammack and her husband John A Hammack parties of the first part and W B Jones of the second part all of the County of Madison State of Mississippi, It is witnessed that said Lora A Hammack and her husband John A Hammack for and in consideration of the sum of Two Dollars to them paid by W B Jones doth hereby release relinquish convey and forever quit Claim of and unto the following land situated in the County of Madison & State of Mississippi Viz the 1/2 of the S E 1/4 Sec 26 Township 8. Range one West containing 80 acres more or less to have and to hold the same with the appurtenances to the said W B Jones and his heirs and assigns fully and forever free and quiet from the right, title interest claim and demand of said Lora A Hammack and husband John A Hammack and their heirs and of all and every person claiming by through or under them, Given under our hands seal this 2<sup>nd</sup> June 1881

Lora A Hammack Seal  
J A Hammack Seal

State of Mississippi }  
Madison County }

Personally appeared before the undersigned a Member Board Supervisors Dist. 2 for the Co & State aforesaid John A Hammack who acknowledged he signed sealed and delivered the foregoing deed of Quit Claim as his act & deed, Also appeared Lora A Hammack wife of John A Hammack who after being examined privately and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed freely and for the purposes herein specified without any fear threat or compulsion of her said husband. Given under my hand & seal this 2<sup>nd</sup> June 1881

G J Helms  
Member Board Supervisors Dist 2  
Madison County Miss.



J. Gilman et al. 3 Filed for record June 9<sup>th</sup> 1881 at 6 o'clock P.M.  
 D. E. Reynolds 3 Recorded June 10<sup>th</sup> 1881  
 John Davidson 3 This deed of conveyance made this 28<sup>th</sup>  
 day of April AD 1881 between Joseph J. Gilman

James A. Smith, Benjamin King, R. H. Hoffman  
 Jammie A. Burton, Lafayette Montgomery, John R. Maynor, James Hales  
 Otho R. Singleton, Elizabeth D. Harren, A. J. Harren, W. W. Harren  
 Jesse O. Harren, W. A. Harren, Mary J. Ross, Kate Gray  
 Tennessee Bilbo parties of the first part and David Esli Reynolds  
 and John Davidson parties of the second part witnesseth, that for  
 and in consideration of the sum of Two thousand seven hundred and  
 Eighteen dollars and seventy five Cents by the said parties of the  
 second part paid to said parties of the first part at the time of  
 the execution of this deed, and of the execution & delivery by said  
 parties of the second part of two promissory notes of date such  
 these presents each for the sum of Four thousand Sixty Eight  
 dollars and twelve and a half cents payable to the said parties  
 of the first part, one due twelve months and the other twelve months  
 from this date each bearing interest from the day of their date  
 at the rate of Eight per cent per annum until paid, and in  
 further consideration of the promise and agreement by the parties of  
 the second part to the parties of the first part, that they the parties  
 of the second part immediately after the execution of this conveyance  
 insure the herein after mentioned and described buildings engines  
 machinery of every kind in some insurance company of recognized  
 solvency for the benefit of said parties of the first part as a security  
 for the payment of said two promissory notes and not keep the  
 same insured for the purpose aforesaid, until said notes shall  
 have been fully paid, and in case of failure so to do on their  
 part, will pay such sum or sums of money to said parties of the first  
 part, as they the parties of the first part may reasonably have to  
 expend in insuring said property which insurance shall be against  
 loss or damage by fire and shall be upon a valuation of not less  
 than twelve thousand dollars, the said parties of the first part have  
 granted bargained sold & conveyed & by these presents do grant bargain  
 sell and convey to said parties of the second part the following described  
 property in Madison County State of Mississippi commonly known as the  
 Gilman Mills property namely Twenty Eight and one half acres of  
 land, the same being Twenty Eight & half acres part of East half  
 of West half South West quarter of Section 7, Township 9 Range 3  
 East which lies East of the Chicago St Louis & New Orleans Rail  
 Road, together with the right, power, improvements buildings engines

The notes mentioned herein have been exhibited to me as called and paid  
 this 21<sup>st</sup> day of April 1888  
 W. V. Gardner  
 Chancery Clerk



& machinery of every kind and description whatsoever & all personal property in any wise connected with the same, to have and to hold said property real & personal unto them the said parties of the second part their heirs and assigns forever, yet subject to the lien in favor of said parties of the first part which they do retain as a security for the payment of the two promissory notes of said parties of the second part, and also to secure said parties in the reimbursement of any money they may have to expend in the purchase of insurance as hereinbefore set forth & also in reimbursing said parties of the first part any sum of money they may at any time hereafter become entitled to as interest or money so advanced by their respective insurance as aforesaid. And said parties of the first part for themselves their heirs Executors & administrators do by these presents covenant & agree with said parties of the second part forever to warrant and defend to said parties of the second part their heirs & assigns the title to said lands & other property hereby conveyed against all incumbrances and the claim or claims of all & every person except the claim & title of F. A. Hutchinson to an interest therein amounting to 2/64 thereof and a claim on the part of the heirs of James M. Farland or W. B. Stinson surviving partners of said M. Farland to an interest in said lands & other property equal to 4/64 thereof, the parties hereto having this day made and entered into another and different agreement whereby said parties of the second part are fully warranted indemnified & protected against any claim or interest on the part of said Hutchinson & his heirs and assigns or the heirs of said James M. Farland or his surviving partner the said W. B. Stinson in & to said lands & other property.

Witness our hands & seals the day & year first hereinbefore stated.

Mary J. Ross	<i>[Signature]</i>	v	J. J. Gilman	<i>[Signature]</i>
W. R. Angleton	<i>[Signature]</i>	v	R. H. Hoffman	<i>[Signature]</i>
James Hales	<i>[Signature]</i>	v	J. R. Mays	<i>[Signature]</i>
Benjamin King	<i>[Signature]</i>	v	A. F. Montgomery	<i>[Signature]</i>
Mrs. F. C. Boutin	<i>[Signature]</i>	v	J. A. Smith	<i>[Signature]</i>
by G. A. Baldwin	<i>[Signature]</i>	v	E. V. Harmon	<i>[Signature]</i>
Atty in fact		v	John K. Harmon	<i>[Signature]</i>
			W. W. Harmon	<i>[Signature]</i>
Jennerson Bilbo	<i>[Signature]</i>		H. A. Harmon	<i>[Signature]</i>
			Levin O. Harmon	<i>[Signature]</i>
			Kate Gay	<i>[Signature]</i>
			A. J. Harmon	<i>[Signature]</i>

State of Mississippi } Personally appeared before the undersigned  
 Madison County } Clerk of the Chancery Court of the said County  
 the within named J. S. Luman & O. Harrow  
 Jno R. Harrow L. F. Montgomery, J. A. Smith H. A. Harrow M. Harrow  
 J. Harrow Kate Gray N. P. Harrow Mary J. Ross J. R. Harrow  
 + R. H. Hoffman who acknowledged that they signed sealed  
 and delivered the foregoing Deed on the day and year  
 therein mentioned as their act and deed, given under  
 my hand and official seal at Office this 19<sup>th</sup> day of May AD 1881

W. B. Baldwin Clerk  
 By John C. Russell D.C.

The State of Mississippi }  
 Leake County } Personally appeared before me Mayor  
 of the town of Rainford and ex officio  
 an acting Justice of the Peace in and for said County  
 Benjamin King 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 this 31<sup>st</sup> day of May AD 1881  
 J. M. Thomas J.P.

State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Clerk of the Chancery Court of the said  
 County the within named James Haley (J. A. Boutin by G. A. Baldmi  
 atty in fact + Tennessee Bette who acknowledged that they signed  
 sealed and delivered the foregoing Deed on the day and year  
 therein mentioned as their act and deed,

Given under my hand and official seal at Office  
 this third day of June AD 1881 W. B. Baldwin Clerk

State of Arkansas }  
 County of Carroll } Recd. & remembered that on this the 24<sup>th</sup>  
 day of May 1881 before me a Notary Public  
 within and for Carroll County in the State of Arkansas appeared in person  
 O. R. Singleton to me personally known as the person whose name appears upon  
 the within and foregoing Deed of Conveyance as one of the parties grantor and  
 stated that he had executed the same for the consideration and purposes  
 therein mentioned and set forth and I do so Certify  
 in testimony whereof I have hereunto set my hand and official seal  
 as such Notary Public at Cummins Springs in the County and  
 State of said the year & date first above written

H. Slitsch  
 Notary Public

J. J. Gilman et al } Filed for record June 9<sup>th</sup> 1881 at 6.0. clock P.M.  
to } Baird } Recorded June 11<sup>th</sup> 1881.

David Esti Reynolds }  
John Davidson } know all men by these presents that one  
Joseph J. Gilman James A Smith, Benjamin A  
King R H Hoffman Mrs J A Baiter

Lafayette Montgomery John R Hargan James Hales, Hils R  
Lugton Elizabeth D Hargan A J Harren Sepay D Harren  
H J Harren H A Harren Mary J Ross Kate Gay and  
Lester Belbo are held and firmly bound with David  
Esti Reynolds and John Davidson in the penal sum of  
three thousand dollars, for the payment of which we bind  
ourselves our heirs executors and administrators jointly  
and severally firmly by these presents dated this 28<sup>th</sup> day of  
April AD 1881.

Whereas the said obligors have this day  
conveyed all their interest in 28 1/2 acres of land in  
Madison County Mississippi being the 28 1/2 acres lying East  
of the Chicago St Louis & New Orleans Rail Road in the E 1/4  
of N 1/4 of Sec 7 T. 9, R. 3. East and whereas James McFarland  
in his life time was the owner in fee simple of an interest in  
said land equal to 4/64 thereof in value, and whereas P. A.  
Huntmaster is now the owner of an interest therein in fee  
simple equal to 2/64 thereof in value; and whereas by reason  
of the death of said McFarland and the absence of said  
Huntmaster the title to said property cannot be made to said  
Reynolds & Davidson for and clear of said claims of Huntmaster  
and McFarland and whereas in order to effect a sale of  
the interest of the several obligors herein to said obligors the  
said obligors are willing to guarantee and warrant to said  
obligors the title of said property as against the claim or claims  
of said Huntmaster and the heirs or legal representatives  
of said McFarland deceased and against the claim or  
demand of all persons claiming by through or under said  
Huntmaster and McFarland or either of them and whereas  
in consideration of such warranty & guaranty the said David  
Esti Reynolds and John Davidson have this day executed  
to the obligors herein their promissory note for 187<sup>50</sup> payable to  
the order of said obligors whenever the obligors herein shall have  
agreed to said Reynolds and Davidson agreed and  
perfect title to the interest of said McFarland in his life  
time in said property and two other notes each for the sum

The note mentioned herein has been exhibited to me as cancelled and paid  
this the 21<sup>st</sup> day of April 1888  
J. V. You are  
they to be

of \$281<sup>25</sup> payable to said obligors herein one twelve months  
 and the other 24 months after dates each and all of  
 said notes to bear 8 per cent per annum interest from  
 dates when well paid & whereas also Reynolds &  
 Davidson have executed & delivered to the obligors herein  
 their other note for \$93<sup>75</sup> payable when the obligors herein  
 shall have secured to said Reynolds & Davidson a good  
 and perfect title as to the interest of said Huntermeister  
 in said property and also two other notes of even date  
 herewith each for the sum of \$140 <sup>63</sup>/<sub>2</sub> one of which is payable  
 twelve months and the other twenty four months after their dates  
 & each bearing eight per cent interest from their dates some of  
 which notes herewith are to be payable hereinafter unless the title  
 to the respective interests of said McFarland & said Huntermeister  
 in said property which said several notes represent shall have  
 made as herein provided for and therefore the condition of  
 this obligation is that if said obligors shall within eighteen  
 months from the date of their presents make or cause to be  
 made to said Reynolds & Davidson a good and perfect  
 title to said land together with the buildings improvements  
 appurtenances engines, machinery & personal property of  
 every kind attached to said property, then this obligation to be  
 void, but otherwise of full force and effect

O O Harqm Seal  
 John R Harqm Seal  
 A J Harqm Seal  
 Mary Ross Seal  
 Benjamin King Seal  
 Tennessee Bilbo Seal

J J Gilman Seal  
 R H Hoffman Seal  
 J R Mayson Seal  
 O R Supton Seal  
 L J Thompson Seal  
 J A Smith Seal  
 H A Warden Seal  
 W H Warden Seal  
 Arpie O Warden Seal  
 Kate Gay Seal  
 James Waler Seal

Thos J. A. Bottom }  
 by G. A. Baldwin }  
 Atty in fact }

State of Mississippi }  
 Madison County }  
 Personally appeared before the undersigned  
 Clerk of Chancery Court of the said County the  
 within named James Waler (J A Bottom by G A Baldwin atty in  
 fact) & Tennessee Bilbo who acknowledge 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 & official seal at office the 3<sup>rd</sup> day of June 1881  
 G. A. Baldwin Clerk



State of Arkansas } Be it remembered that on this 20<sup>th</sup> day  
 County of Carroll } of May 1881 before me a Notary Public  
 within and for Carroll County in the  
 State of Arkansas, appeared in person O. R. Skighton to me  
 personally known as the person whose name appears upon the  
 within and foregoing instrument of writing as one of the  
 parties thereto and stated that he had executed the same  
 for the consideration and purposes therein mentioned and  
 set forth and I do so certify

In testimony whereof I have hereunto set my  
 hand and official seal as such Notary Public at Eureka  
 Springs in the County & State aforesaid, this year and  
 day first above written

*[Signature]* N. Glitick  
 Notary Public

The State of Mississippi }  
 Copiah County } Personally appeared before me Mayor of the  
 Town of Braungard and ex officio an  
 acting Justice of the Peace in and for said County, Benjamin King  
 who acknowledged that he signed sealed and delivered the  
 foregoing bond on the day and year therein mentioned as his  
 act and deed Given under my hand this the 31<sup>st</sup> day of May  
 AD 1881  
 F. W. Thomas J.P.

State of Mississippi }  
 Madison County } Personally appeared before the undersigned  
 Clerk of the Chancery Court of the said County  
 the within named J. Gilman E. O. Hargan Geo. Hargan  
 S. F. Montgomery P. A. Smith A. A. Harner H. H. Harner A. J. Harner  
 P. Harner Kate Gay A. J. Harner Mary J. Ross J. R. Mayson &  
 R. H. Hoffman who acknowledge that they signed sealed  
 and delivered the foregoing bond on the day and year therein  
 mentioned as their act and deed, Given under my hand  
 and official seal at Office this 19<sup>th</sup> day of May AD 1881  
 H. B. Baldwin Clerk  
 By Thos C. Russell DC

Gilman Mills Dec  
 to  
 David E. Reynolds  
 John Davidson  
 Filed for record June 9<sup>th</sup> 1881 at 6 o'clock P.M.  
 Recorded June 11<sup>th</sup> AD 1881.

This writing is to make known that whereas  
 at a meeting of the stock holders in the Gilman Mills Company  
 of the State of Mississippi held in Canton Mississippi in



In pursuance of due notice in this the fourth day of June AD 1881, the undersigned trustees of said Company (it being a majority of said trustees) were by a vote of the stockholders in said Company authorized and empowered to transfer and assign by writing under & seal, to David E. Reynolds and John Davidson their successors or assigns, all the interest, powers, privileges, rights, exemptions & franchises belonging or appertaining to said Company under the general laws of the State of Mississippi & particularly under an act of the Legislature of said State approved March 11<sup>th</sup> 1879 entitled "an act to incorporate the Gillman Mills Company of the State of Mississippi" and under an act amendatory of said act approved March 5<sup>th</sup> 1880. Wherein in pursuance of said resolution the trustees of said Gillman Mills Company, in consideration of the sum of Two Dollars paid to said Company by said Reynolds & Davidson do by these presents sell transfer & assign to said Reynolds & Davidson their successors & assigns, all the interest, powers, privileges, rights, exemptions & franchises aforesaid, the same to be had, held, enjoyed & used by said Reynolds & Davidson their successors and assigns forever against the claim of said Gillman Mills Company & all & every person or persons or corporations claiming or to claim the same.

AD 1881,

Witness our hands & seals this 4<sup>th</sup> day of June

- J. J. Gillman, Seal
- R. H. Hoffman, Seal
- J. R. Mayson, Seal
- Ch. F. Montgomery, Seal
- James Hales, Seal
- J. A. Smith, Seal

The State of Mississippi  
Madison County

Personally appeared before me W. B. Baldwin Clerk of the Chancery Court of said County J. J. Gillman R. H. Hoffman J. R. Mayson Ch. F. Montgomery James Hales & James A. Smith who severally acknowledged that they signed sealed and delivered the foregoing instrument of writing on the day & year therein mentioned.

Witness my hand & seal of said Court at Canton this 4<sup>th</sup> day of June 1881

W. B. Baldwin Clerk

A.B. Linn } Filed for Record June 20<sup>th</sup> 1881 at 9 o'clock A.M.  
 D. Trust } Recorded June 21<sup>st</sup> 1881.  
 A.C. Jones }  
 L.S. Jones } In consideration of two dollars, cash to me paid, & convey and warrant to A.C. Jones the land described as the North East quarter of Section five, Township Eleven Range five east, situated in Madison County, Mississippi and also the entire crops of cotton and corn to be grown on said land during the year 1881.

the  
of the  
notes  
of A.C.  
Jones  
other  
Jones  
both  
percent  
at mat

OFFICE OF

**A. C. Jones,**  
Exchange and Collections.

Kosciusko, Miss. July 9<sup>th</sup> 1883

The deed of Trust executed by A.B. Linn to A.C. Jones trustee to secure L.S. Jones at par the payment of certain indebtedness, recorded in your office in Book of Deeds No. (P.P. page 231) has been satisfied and the original notes cancelled. I hereby authorize you to enter satisfaction on the margin of the record of said deed of Trust, and request that you will do so.

Yours truly  
A.C. Jones

You may attach the following entry on the margin of said deed of Trust

I received satisfaction of this deed of trust and I before the clerk cancel the same this January 8<sup>th</sup> 1883

A.C. Jones

with full satisfaction  
of two promissory  
payable to the order  
and forty dollars  
No 1882 and the  
eighty eight dollars  
No 1883; and  
at the rate of two  
either of said notes  
any time after such  
be and see the same  
at the door of the  
first giving ten days  
by posting a written  
the proceeds of said  
but may be owing on  
them satisfy and pay off  
it & shall remove, sell  
crop, or attempt to so  
thereof without the  
Jones may at any time  
see the same and apply  
the court the said A.C. Jones

shall die, or no execution of this trust or from absence sickness or other cause shall become unable, or shall neglect, or refuse to execute, this same, then the said A.C. Jones may in writing appoint another than said A.C. Jones to execute this trust, Witness my signature this the fifth day of December A.D. 1880,  
 State of Mississippi }  
 County of Attala } Person ally appeared before me John A. Davis Mayor  
 of the town of Kosciusko and Ex officio Justice of the  
 Peace and for the said County and state the within named A.B. Linn who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, Given under my hand and seal on this the 21<sup>st</sup> day of December A.D. 1880,

John A. Davis <sup>(Seal)</sup>  
Mayor and Ex off J.P.

Copy written authority from A.C. Jones herewith attached I hereby satisfy this D.P.

A.C. Jones Clerk  
July 13<sup>th</sup> 1883

John Whelan, Executor, His Will for record June 23<sup>rd</sup> AD 1881, at 6 O'clock PM  
 Deed  
 John Whelan  
 Recorded June 24<sup>th</sup> 1881-

Know all men by these presents that I John Whelan of the City of Canton Madison County Mississippi, sole Executor of the last Will & Testament of John C Troutman late of said County deceased, by virtue & in pursuance of the power & authority to me given in & by said last will and testament and in consideration of the sum of Five Hundred and Twenty Dollars to me in hand paid by John Stokes of said City of Canton the receipt whereof in Cash is hereby acknowledged have bargained sold & conveyed and by these presents do hereby bargain sell and convey to said John Stokes his heirs and assigns forever, the following described lot of land in said City of Canton viz- Beginning at a point on the North side of Centre Street forty (40) feet east of the Eastern boundary of Union Street said point being forty (40) feet east of the South West corner of Lot No. 4 in Square No. 2. thence running East along said Centre Street forty (40) feet; thence running North Two Hundred (200) feet; thence running West forty (40) feet thence running South Two hundred (200) feet to the place of beginning. I have & to hold the same to him the said John Stokes his heirs & assigns forever, meaning hereby to convey all the Estate, right & interests which said John C Troutman had in said lot of land in his life time at the date of his death, and I for myself my heirs Executors & administrators hereby covenant with said John Stokes that I am lawfully the Executor of the last will and testament of said John C Troutman; that I have full power & authority under said will to make this conveyance; that all the debts of said John C Troutman have been fully paid and discharged and that I have not made done or suffered any act matter or thing, since I was such executor, whereby the above granted premises or any part thereof, are, shall or may be charged or incumbered And I Daniel Fay of the City of Boston State of Massachusetts, ordinary legatee of the last will & Testament of said John C Troutman, in consideration of the premises herein above recited & in consideration of the payment of said sum of Five Hundred & Twenty Dollars by said John Stokes the receipt whereof is hereby acknowledged do hereby convey & warrant to the said John Stokes his heirs and assigns forever the above

described lot of land, In witness whereof I the said John  
Whelan have hereunto set my hand and seal as such  
Executor and in presence of a certain James of Attorney  
bearing date Oct 24 1876. a copy of which is hereto  
annexed, have hereunto set the hand & seal of the said  
Daniel Tracy - Done this 23<sup>rd</sup> day of June AD 1881

John Whelan Seal  
Executor of the last Will & Testament of John C. Troutman  
Daniel Tracy Seal  
for John Whelan Atty in fact.

State of Mississippi }  
Madison County } Personally appeared before me Clerk of the  
Chancery Court of said County and State  
John Whelan who acknowledged that in his capacity of  
Executor of the last will & testament of John C. Troutman  
and as attorney in fact for Daniel Tracy he signed sealed  
and delivered the foregoing as his voluntary act and  
deed.  
H. O. Baconin Clerk

Daniel Tracy }  
Power of Attorney } Filed for record Nov 4<sup>th</sup> AD 1876. at 10 a. m.  
John Whelan } Recorded Nov 4<sup>th</sup> AD 1876.

The State of Massachusetts City of Boston  
County of Suffolk } Know all men by these presents that I Daniel  
Tracy of said City County & State have this day constituted  
and appointed and do by these presents constitute and  
appoint John Whelan of Canton County of Madison State  
of Mississippi my true and lawful attorney for me and  
in my name to sell and deed all my real estate that  
I own or in which I have any interest in Madison County  
Mississippi. I also grant him full power to transact all  
business in which I may have any interest in said  
County of Madison and hereby grant and give unto  
my said Attorney full power and authority to do all  
acts necessary and proper to be done in and about the  
premises - Witness my hand and seal this 24<sup>th</sup> day of  
October AD 1876. Daniel Tracy Seal

The State of Massachusetts } Personally appeared before the undersigned  
City of Boston Suffolk County } Assistant Clerk of the Municipal Court  
of the Roxbury District of Boston in

said family the above named Daniel Jay was acknowledged that he signed sealed and delivered the above Power of Attorney on the day of the date thereof as his voluntary act and deed

Given under my hand and official seal this 24<sup>th</sup> day of October AD 1876 -

William A Blossum  
Assistant Clerk Municipal Court  
Roxbury District City of Boston

State of Mississippi } J. H. Baldorn Clerk of the Chancery  
Madison County } Court of the County and State of said

do hereby certify that the foregoing and foregoing and true lines contains a true and correct copy of a Power of Attorney from Daniel Jay to Jno Whelan as the same appears in record in my office in Book of Record Power of Attorney on page 106

Given under my hand and seal of office this the 25<sup>th</sup> day of June AD 1881

J. H. Baldorn Clerk  
By John C. Russel D.C.

George R. Flann } Filed for record June 25<sup>th</sup> 1881 at 11 o'clock  
M. B. McMicken Assignee } Recorded June 27<sup>th</sup> 1881  
J. S. Deid }  
George Hulman } This judgment made and entered into this first day of March AD 1869 between George R. Flann &

M. B. McMicken assignee or trustee of Thomas Shackelford made and constituted by him as such by virtue of a certain deed in trust made and executed and delivered by him to the said Flann & McMicken on the day of 1866 and recorded in Book 2 p 463 to 475 of the records in the probate Court of Madison County both being of the County of Madison & State of Mississippi of the first part and George Hulman and Trustee of the Sixteenth Section Township No. 8, Eight, of Range No. one west in the County and State aforesaid Witnessed that whereas heretofore to wit on the day of the said 16 Section was sold or leased to the said Thomas Shackelford for a term of nine years at the rate of five Dollars per acre in four annual installments of Eight hundred dollars each, and the said land having been sold to Mary S. Hill by said Shackelford the day



of Jan'y AD 1861 and the said Hill having departed this  
 and a decree of foreclosure having been obtained against  
 the representatives & heirs of her said Hill, and the same  
 having been sold by a commission of the Chancery Court and  
 purchased by the said parties of the first part for the  
 benefit of her Cestui que trust mentioned in said deed from  
 Shackford to the parties of the first part, and the said  
 deed having provided that the said land should be sold  
 and the proceeds first applied to the the extinguishment of  
 the notes for Eight hundred dollars each, due at the day  
 of 185. & 185. upon which to Shackford is  
 security for said Hill Shackford, now charged in  
 consideration of the premises of said deed of trust & that  
 the said parties of the second part have agreed and by  
 these presents do agree to distress the said notes pending in  
 the Circuit Court of Madison Co upon the said two last  
 mentioned notes against the said Nancy & C Shackford  
 upon the said Thomas Shackford paying the Court costs  
 incurred in said case. The said parties of the first part  
 by their presents have transferred & conveyed & by their presents  
 do hereby convey back to the said Trustee of said Sixteenth  
 Section all the right title interests or claim which the  
 said Thomas Shackford had in & to the same upon  
 conveyance of the same to said Hill & also of all the right  
 title interest and claim vested in us by the said purchase  
 of the interest of Hill at the said Commission sale, under  
 the decree of the Chancery Court in said suit by the parties of  
 the first part, against the Heirs at Law of said Thos Hill  
 deceased. The object & intent of these presents is that the  
 whole interest in said Sixteenth Section, should be conveyed  
 to the said Trustee of the second part & that the same vest  
 in him as if no sale had ever been made.

In Witness whereof the said parties of the first  
 part have hereunto affixed their hands & seals this the  
 day and year first above written

George R. Fream Seal

M B McMillen Assessor

State of Mississippi }  
 Madison County } 3

Personally appeared before the undersigned  
 Clerk of the Probate Court of Madison, State  
 of Mississippi the above named Geo R Fream & M B McMillen

Assignees of the mchm Thomas Shackles who as such assignees acknowledged that they signed sealed and delivered the within instrument of recording on this day and year first above written

In testimony whereof I hereunto set my hand and seal of Said Court this 22<sup>nd</sup> day of March, AD 1869

T. McFadden Clerk  
By E. A. Ford D.C.

Carroll Smith } Filed for record June 25<sup>th</sup> AD 1881 at 9 o'clock am  
Martina A Smith } Recorded June 27<sup>th</sup> 1881

Sub 3 to John Hohner } Know all men by these presents that one of said Carroll Smith in consideration of the sum of Two hundred (\$200) Dollars to us paid in cash by John Hohner of the City of Canton County of Madison State of Mississippi the receipt whereof is hereby acknowledged to hereby convey and warrant to said John Hohner his heirs & assigns forever the following described lot of land in said City of Canton Viz Beginning at a point in the East side of Union Street, one hundred and forty two feet north of the intersection of Union & Centre Streets, said point being one hundred & forty two feet north of the South West corner of lot No 4 in square No. 2 of said City, thence running North with said Union Street fifty eight feet thence running East forty feet, thence running South fifty feet, thence running West twenty feet, thence running South eight feet, thence running West twenty feet to the beginning, and one hereby grant to said John Hohner his heirs and assigns the right to visit & forever maintain at his own expense a pipe into the Cistern located in the lot South of the lot herein conveyed so as to enable said Hohner & his assigns to draw water at well with a pump to be located on the premises herein conveyed from the bottom of said Cistern.

In witness whereof we have hereunto set our hands & seals this day of AD 1881.

Carroll Smith  
M. A. Smith

State of Mississippi } Personally appeared before the undersigned  
 Madison County } Clerk of Chancery Court of the said  
 County the within named Barrow Smith  
 and M.A. Smith who acknowledges that they signed  
 sealed and delivered the foregoing Deed on this day  
 and year therein mentioned as their act and deed  
 Given under my hand and official seal, at  
 Office this 24<sup>th</sup> day of June AD 1881  
 H. O. Baldwin Clerk

E. J. Jeffery, Commissioner } Filed for record June 30<sup>th</sup> 1881 at 3 o'clock PM  
 Do } Deed } Recorded July 1<sup>st</sup> 1881.  
 Mary Cooper & Melas Cooper }

This indenture made and entered into  
 on this the 4<sup>th</sup> day of March AD 1878. between E. J. Jeffery a  
 Commissioner of the Chancery Court of the County of Madison  
 State of Mississippi of the one part and Mary Cooper & Melas  
 Cooper of the County of Madison and State of Mississippi  
 of the other part Witnesseth, That whereas, the said  
 Commissioner in pursuance to a decree of the said Chancery  
 Court made at the January Term 1878 thereof in the suit  
 of Paul Mayrader Complainant against B. J. Sumner Esq  
 et al Defendants No 1654. in said Court directing the said  
 Commissioner to sell the following described lands  
 Beginning at the South East Corner of the lot of  
 Wiley Lyons, thence running East along Locust Street 185 feet  
 to a post, thence North with the line of Kate L. Barber 400  
 feet to a post, thence due West 185 feet to a post, thence  
 South with the line of Wiley Lyons 400 feet to beginning  
 with all the appurtenances thereto belonging, situate lying and  
 being in Madison County State of Mississippi  
 And whereas the said Commissioner, on the 4<sup>th</sup> day  
 of March 1878, at the Court House Door in the town of  
 Natchez in said County, within lawful hours, having first  
 given the notice required by law and said decree, as well  
 fully appear by reference to the proceedings of said Chancery Court  
 in said cause, to which reference is here made as a part  
 of this deed did expose for sale, at public outcry, to  
 the highest bidder, the above described lands on the following  
 terms, to wit for lease. when and where the said  
 bid for the same the sum of Twenty Four hundred & thirty six <sup>00</sup>/<sub>100</sub>

Dallas, which being the highest and best bid made for the said premises, the same were struck off to them and they declared the purchase theirs.

And whereas the said Mary Cooper and Melas Cooper have fully complied with the requirements of said decree by purchasing the above described property as therein directed or permitted. Now this judgment witnesseth, that in consideration of the premises and the compliance on the part of the said Mary Cooper & Melas Cooper with the

DR AAA 2438

Can in Miss. July 18 1892

Mr J W Grafton

Dear Sir

I wrote to Mrs Grafton in regard to cancelling the Trust she held against Mary and Melas. I enclose you her authority to me to cancel the deed.

Your wife please will sign, to ~~cancel~~ ~~cancel~~ the deed ~~for me~~ ~~and preserve the Authority enclosed~~

Yours friend

J H Grafton

E J Jeffery Commissioner

State of Mississippi  
Madison County  
County the within named E J Jeffery  
Commissioner of the Chancery Court of said County who  
acknowledged that he signed said and delivered the  
foregoing deed on the day and year therein named as his  
Official Act and deed. Given under my hand and  
Official Seal at Office this 9<sup>th</sup> day of May AD 1898  
1 Seal  
Geo W Anderson Clerk

Wm J Taylor 3 Filed July 8<sup>th</sup> AD 1881 at 11 o'clock AM  
Ded 3  
Leavel Couch 3 Recorded July 11<sup>th</sup> 1881

This deed made this 22<sup>d</sup> day of November 1880 by and between Wm J Taylor of the first part and Leavel Couch of the second part witnesses that said Taylor had and doth, by these presents convey & alien to said Couch one undivided fourth interest in 1/2 of 1/2 of N 1/4 Sec 14 T. 9 R. 2, East in Madison County, State of Mississippi in consideration of one dollar, he the said Couch to have and to hold said interest in said land, to himself, his heirs and assigns forever

In witness whereof the said party of the first part hereunto sets his hand & seal the day and year above written  
Wm J Taylor Seal

The State of Mississippi 3  
County of Desha 3 Oct

I a Justice of the Peace in and for said County do hereby certify that Wm J Taylor the grantor in the foregoing deed personally came before me and 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 & seal this 16<sup>th</sup> day of December AD 1880  
O W Dougherty, J.P. Seal

Deed of Partition 3 Filed for record July 7<sup>th</sup> AD 1881 at 9 o'clock AM  
Between 3 Recorded July 11<sup>th</sup> AD 1881  
William J. Rogers 3  
Jno H. Rogers 3  
Absolon J. Rogers 3  
Margaret E. Rogers 3

Deed of Partition  
This deed of partition made between William J. Mayant & John H. and Absolon J. Rogers, witnesses, that whereas Absolon Rogers did seized in fee simple and possessed of the following described lands situated in Madison County in the State of Mississippi as follows to wit: The West half of the South East quarter of Section thirty two Township Eight North of Range 2, East and sixty acres off the South side of the South East quarter of Section thirty three, in said Township and Range, <sup>another 5 1/4 of said Sec 33 of said Township & Range</sup> less thirty one acres and twenty five one hundredth of an acre out of the North East corner thereof described as follows, beginning at the North East corner of said quarter section and running



South twenty five chains to a hedge, thence West along said hedge nor twelve chains and fifty links to another heap thence North along said hedge nor twenty five chains to a stake, thence east twelve chains and fifty links to place of beginning, <sup>the dip</sup> and the East half of the South West quarter of section four except fifty one acres off the East side of the South East quarter lying East of the Leatum and Jackson Stage road in township seven north of Range 2 East; and all that part of the N.E. quarter of section nine in said township and range lying West of said Leatum and Jackson Stage Road except sixty acres off the South End of said quarter section sold to Hersh Lewis nor deceased all said lands so described amounting in the aggregate to Eight hundred and fifty six acres more or less.

And whereas the parties hereto, the <sup>only surviving</sup> children and heirs at law of the said Absolon Rogers deceased, all derive the lands hereinbefore described of which they now stand seized in fee simple as tenants in common divided equally among them having reference to quantity and quality. Now this Indenture Witnesseth, that the parties to this present have agreed to make, and by their presents do make a full just and equal partition and division between themselves of and in the aforesaid tracts of land according to their respective shares and interest therein in manner following, that is to say that the said William Rogers and his heirs shall <sup>have</sup> all that piece or allotment of land, part of the said tract, described as follows to wit, The S.W. 1/4 of Sec 33 T. 8. North of R. 2. East less 31 acres and 20 rods of an acre out of the N.E. Corner thereof described as follows, beginning at the N.E. corner of said quarter section and running South twenty five chains to a hedge thence West along said hedge nor twelve chains and fifty links to another heap, thence North along said hedge twenty five chains to a stake, thence East twelve chains and fifty links to place of beginning; also the North half of the N.W. 1/4 of Sec 4, T. Seven North of Range 2 East, in the aggregate 210 acres more or less all in Madison County Mississippi, with all the buildings and improvements on the said described piece of land and all the rights and privileges and appurtenances whatsoever therunto belonging or in any way appertaining and the profits thereof, except the profits thereof as the said Absolon R. has in cultivation for the year 1881.

And the said Margaret E, John N, and Absolom J Rogers do by these presents each severally for themselves and their heirs respectively give grant, allot assign and set over release and confirm unto the said William J Rogers, and to his heirs forever the said described piece or allotment of land with appurtenances, To have and to hold to him the said William J Rogers and his heirs, to the only proper use and behoof of him the said William J Rogers his heirs and assigns forever in severally as his and their full part thereof.

And the said Margaret E Rogers and her heirs shall have all that piece or allotment of land part of the said tract described as follows to wit, all that portion of the E 1/2 of Sec 4 T. 7, North of Range 2 East, lying next of the Caution & Jackson Stage road except 120 acres off the North end of said half section also all that part of the North East quarter of Section nine T. 7, North of R. 2 East lying next of the Caution & Jackson Stage road except sixty acres off the South End of said quarter section, aggregating 280 acres more or less in said County and State together with all the buildings and improvements on the said described piece of land, and all the rights premises and appurtenances whatsoever thereto belonging or in any wise appertaining and the profits thereof And the said William J, John N and Absolom J Rogers do by these presents each severally for themselves and their heirs respectively give grant allot assign set over release and confirm unto the said Margaret E. Rogers and to her heirs forever the said described piece or allotment of land with appurtenances to have and to hold to her the said Margaret E. Rogers and her heirs, to the only proper behoof of her the said Margaret E. Rogers her heirs and assigns forever in severally as her & their full part thereof. And that the said John N Rogers and his heirs shall have all that piece or allotment of land part of said tract described as follows to wit the South half of the North West quarter and the East half of the South West quarter of Section 4, T. 7, North of Range 2 East containing One Hundred & Sixty acres more or less in said County and State, together with all the buildings and improvements on the said described piece of land and all the rights premises & appurtenances whatsoever thereto belonging or in any wise appertaining

J. A. Rodgers

Abraham Rogers

and the profits thereof, except the profits thereof for the year 1881. And the said William J. Margaret E. and Absolom J. Rogers by their presents each severally for themselves and their heirs respectively give grant allot assign set over release and confirm unto the said John H. Rogers and to his heirs forever the said described piece of allotment of land with appurtenances, to have and to hold to him the said John H. Rogers and his heirs to the only proper use and behoof of him the said John H. Rogers his heirs and assigns forever, in severalty as his and their full part thereof.

And that the said Absolom J. Rogers and his heirs shall have all that piece or allotment of land part of the said tract described as follows to wit, the N<sup>1</sup>/<sub>2</sub> of the SE<sup>1</sup>/<sub>4</sub> of Sec 32, T. 8, N. 8, R. 2 East, 60 acres off the South side of the South East quarter of Sec 33 T. 8, N. 8, R. 2 East and 120 acres off the North side of the NE<sup>1</sup>/<sub>4</sub> of Sec 4, T. 7, N. 8, R. 2 East, in the aggregate 180 acres more or less in said family and heirs together with all the buildings and improvements on the said described piece of land and all the rights and privileges and appurtenances whatsoever thereto belonging or in any wise appertaining and the profits thereof except the profits of such part of said tract as may be in cultivation by the said William J. Rogers and his tenants and employees for the year 1881. And the said William J. Margaret E. & John H. Rogers do by their presents each severally for themselves give grant allot assign set over release and confirm unto the said Absolom J. Rogers and to his heirs forever, the said described piece or allotment of land with appurtenances, to have and to hold to him the said Absolom J. Rogers and his heirs to the only proper use and behoof of him the said Absolom J. Rogers his heirs and assigns forever in severalty as his and their full part thereof. And the said Margaret E. John H. and Absolom J. Rogers each severally for themselves, their heirs, executors and administrators respectively, do covenant promise and grant to and with the said William J. Rogers his heirs and assigns by their presents that he the said William J. Rogers his heirs and assigns shall from presents or hereafter may from time to time and at all times hereafter forever freely peacefully and quietly have hold occupy possess and enjoy the said first described

piece or allotment of land, containing 210 acres more or less with the appurtenances, and receive and take the rents issues and profits thereof; with the exception herein before stated concerning the rents for the present year, without any molestation interruption or denial of him the said William J. Rogers his heirs or assigns, or any other person or persons whatsoever lawfully claiming or to claim by him or under him or them, or by or with his or their act, family or procurement. And the said William J., John N. and Absolon J. Rogers each severally for themselves their heirs executors and administrators respectively does covenant, promise and grant to and with the said Margaret E. Rogers his heirs and assigns by these presents that she the said Margaret E. Rogers her heirs and assigns shall or lawfully may from time to time and at all times hereafter forever fully peacefully and quietly have hold occupy possess and enjoy the said second described piece or allotment of land containing 208 acres more or less with the appurtenances and receive and take the rents issues and profits without any molestation interruption or denial of her the said Margaret E. Rogers her heirs or assigns or of any other person or persons whatsoever lawfully claiming or to claim by him or under either of them or by or with their act family or procurement. And the said William J. Margaret E. and Absolon J. Rogers each severally for themselves their heirs executors and administrators respectively, does covenant, promise and grant to and with the said John N. Rogers his heirs and assigns by these presents that he the said John N. Rogers his heirs and assigns shall or lawfully may from time to time and at all times hereafter forever fully peacefully and quietly have hold occupy possess and enjoy the said third described piece or allotment of land containing one hundred and sixty acres more or less with the appurtenances and receive and take the rents issues and profits thereof without any molestation interruption or denial of him the said John N. Rogers his heirs or assigns, or of any other person or persons whatsoever lawfully claiming or to claim by him or under either of them, or by or with them their act family or procurement. And the said William J. Margaret E. & John N. Rogers, each severally for themselves their heirs executors and administrators respectively, does covenant promise and grant to and with the said Absolon J. Rogers his heirs and assigns by these presents that he the said Absolon J. Rogers his heirs and assigns shall or lawfully may

*J. H. Rogers*

*Absolon Rogers*



from time to time and at all times heretofore have fully peacefully and quietly have hold occupy possess and enjoy the said finish described piece or allotment of land containing two hundred and sixty acres more or less with the appurtenances and receive and take the rents issues and profits thereof with the exception herein before stated concerning the rents of the present year neither any molestation interruption or denial of their the said Absolom J. Rogers his heirs or assigns or of any person or persons whatsoever lawfully claiming or to claim by force or under color of them or by or such their act privity or procurement

In Witness whereof the said parties have severally hereunto set their hands and seals this 5<sup>th</sup> day of July AD 1881  
 William J. Rogers True  
 Margaret E. Rogers True  
 John H. Rogers True  
 Absolom J. Rogers True

State of Mississippi  
 County of Madison

Personally appeared before the undersigned an acting and duly commissioned Justice of the Peace within and for the County and State aforesaid the within named William J. Rogers, Margaret E. Rogers, John H. Rogers and Absolom J. Rogers and severally acknowledged that they signed sealed and delivered the foregoing deed of partition on the day and year therein mentioned at their act and deed, given under my hand as such Justice of the Peace at the County & State aforesaid this the 5<sup>th</sup> day of July AD 1881

R. C. Andrews, J. P.

John Robinson } Filed for record Aug 3<sup>rd</sup> 1881 at 3 o'clock PM  
 do } Deed } Recorded Aug 9<sup>th</sup> 1881  
 Annie S. Robinson }

In consideration of the sum of Ten Thousand <sup>00</sup>/<sub>100</sub> Dollars I convey and warrant to Annie S. Robinson the land described as follows viz  
 The SE 1/4 + E 1/2 of N 1/4 Sec 12. The NE 1/4 + E 1/2 of N 1/4 + SE 1/4 + E 1/2 of N 1/4 Sec 13. NE 1/4 + E 1/2 of N 1/4 + SE 1/4 Sec 24. NE 1/4 + SE 1/4 + E 1/2 of N 1/4 Sec 25. E 1/2 of NE 1/4 Sec 36 in T. 8. R. 1 N. Also the N 1/2 + N 1/2 of E 1/2 Sec 18. N 1/4 + N 1/2 NE 1/4 + N 1/2 SE 1/4 less 33<sup>00</sup> acres off South End + N 1/4 less 52 acres off South



and Sec 19. W<sup>ts</sup> of Q<sup>W</sup> 20. W<sup>ts</sup> of N<sup>W</sup> 21 in P. S. R. L. E  
all in Madison Co + State of Mississippi + containing Four  
Thousand nine hundred and Fifty five acres more or less

Witness my signature the 1<sup>st</sup> day of Aug AD 1881  
John Robinson

State of Mississippi  
Madison County  
I, John Robinson Personally appeared before the undersigned  
Clerk of the Chancery Court of the said County,  
the within named John Robinson who acknowledges that  
he signed, sealed and delivered the foregoing deed on the  
day and year therein mentioned, at his act and deed  
Given under my hand and official seal, at  
Office, this 1<sup>st</sup> day of August AD 1881  
H. O. Baldwin Clerk

Susan S Shackford Adm<sup>r</sup> of the  
Estate of C. C. Shackford  
Fannie Sanderson

Filed for record July 29<sup>th</sup> 1881, at 6 o'clock P.M.  
Recorded Aug 9<sup>th</sup> 1881

This Judgment made and entered into  
this day of AD 1881, between Susan S. Shackford  
administratrix of the Estate of C. C. Shackford deceased  
party of the first part and Fannie Sanderson party of the  
second part Witnesseth that by virtue of the provisions  
of a decree of the Chancery Court of Madison County,  
Mississippi, made at the July Term of said Court 1881, in a  
certain cause pending therein in which Fannie  
Sanderson was complainant and Susan S. Shackford  
Administratrix, William P. Shackford and George  
Shackford were defendants, and for and in consideration  
of the sum of Twenty Five (\$25.00), dollars cash in hand  
paid by the party of the second part, to the party of the  
first part the receipt of which is hereby acknowledged  
the said party of the first part hath bargained sold  
aliened and conveyed, and doth by their presents, bargain sell  
alien and convey unto the said party of the second part  
the following described lands situated in the City of Canton  
County of Madison, State of Mississippi to wit, a certain lot  
or parcel of ground situated in the town of Canton and  
bounded on the South by Academy Street, and on the  
West by the Street that begins in front of the residence of  
Col. W. Lyans (now W. J. Mosby), and runs South by the residence

of Dr Phillips & Robert Smith the said lot fronts on Academy Street & begins on a line with the South boundary of the Old Graveyard and runs one hundred feet from said beginning along the line of Academy Street eastwardly, thence North about one hundred and Ninety five feet to the Corner of my (his) lot between Fuelin & Academy Streets, thence North one hundred feet and thence South one hundred and Ninety five feet to the beginning, together with all the improvements thereon, to have and to hold the above described lands free from and against the claim of any and all persons whomsoever, and the said party of the first part doth hereby covenant and agree with the said party of the second part to forever warrant and defend the title to the above described lands against the claims of any and all persons whomsoever

S S Shackelford. *(Seal)*

State of Mississippi 3  
 Madison County 3  
 Personally appeared before the undersigned Clerk of the County Court of the said County the within named S S Shackelford

Administratrix Est to S S Shackelford deceased, who acknowledges that she signed sealed and delivered the foregoing Deed on the day and year therein mentioned as her act and deed Given under my hand and official seal at

Office, this 29<sup>th</sup> day of July AD 1881  
 H P Baldwin Clerk  
 By J W C Russell DC

J W Sterrard Clerk, Filed for record July 28<sup>th</sup> AD 1881 at 2 o'clock P.M.  
 3 Mortgage Recorded August 9<sup>th</sup> 1881  
 Leathem A Adkins

State of Mississippi 3  
 Madison County 3  
 This Indenture made this 28<sup>th</sup> day of June AD 1881, between J W Sterrard of said County and State and his wife R R Sterrard of the first part and Leathem A Adkins of said County and State of the second part, Witness: That the said parties of the first part for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained sold and conveyed and by these presents do grant, bargain sell and convey unto said party

The within deed is this day paid in full by me as transferee of the note mentioned here in - January 1883  
 CANCELLED  
 W. W. Garrison

of the second part the following described tract or parcel of land lying and being in said family of Madson and State of said. Viz. The East half of the South West quarter and the South East quarter, less fifty acres off the east end of Section 7 Township 9, Range 4, East, containing by estimation Two hundred acres, more or less together with all and singular the appurtenances thereto belonging, To have and to hold the said hereby granted premises with the appurtenances unto the said party of the second part his heirs and assigns forever, Provided always and these premises are upon this condition, that if said parties of the first part, their heirs, Executors, administrators or assigns, shall pay unto the said party of the second part, his Executors, administrators or assigns the sum of Three Hundred & thirty seven \$337<sup>00</sup> dollars on or before the 15<sup>th</sup> day of October A.D. 1881, with interest according to the condition of a promissory note of said J. M. Stewart to the said Catherine A. Nelson bearing even date herewith; then these presents shall be come void and the Estate hereby granted shall cease and utterly determine,

But if default shall be made in the payment of the said sum of Money or the interest or any part thereof at the time herewithin specified for the payment thereof, the said parties of the first part, in such case, do hereby authorize and fully empower the said party of the second part his Executors, administrators and assigns or his duly authorized agent; to sell the said hereby granted premises at public auction after having given notice of said sale in a newspaper published in said County and two weeks in advance of said sale, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said promissory note, together with all costs and charges, and pay the surplus (if any) to the said J. M. Stewart party of the first part his heirs, Executors, administrators or assigns.

In Witness whereof the parties of the first part hereunto have set their names and seals on the day and year first above written

J. M. Stewart, Seal

State of Mississippi  
Madison County

Personally appeared before the undersigned, Clerk of the Chancery Court of the said County, the within named J. M. Stewart who acknowledges that he signed sealed and delivered the foregoing Deed on the day & year therein mentioned as his act & deed, Given under my hand & official seal, at office this 28<sup>th</sup> day of July A.D. 1881.

H. & Baldwin Clerk

At the Court in 2<sup>nd</sup> Grade...  
The Clerk in 2<sup>nd</sup> Grade...  
July 25<sup>th</sup> 1881

By order authority...  
I hereby certify this deed...  
May 25<sup>th</sup> 1882


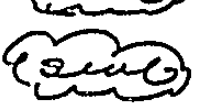
Jessie Galloway

} Filed for Record August 9<sup>th</sup> 1881 at 9 o'clock A.M.  
 } Recorded August 10<sup>th</sup> 1881.  
 }  
 } This deed made this 8<sup>th</sup> day of August 1881 by and between  
 } J. L. Cameron Jr and Laura M. Cameron his wife of the  
 } first, R. L. Bennetts of the second part, and Jessie Galloway of the third  
 } part, witnesses. Whereas the said Laura M. Cameron is indebted to the said  
 } of the third part, in the sum of Thirty five dollars evidenced by her  
 } of even date, with this, presents for the said sum of money, payable  
 } to 15<sup>th</sup> day of November next after the date hereof for money loaned by  
 } said party of the third part, to the said Laura M. Cameron which loan  
 } advancement, was made at the request of said Laura M. Cameron  
 } her said husband and was for the use and benefit of the separate  
 } estate of Laura M. Cameron her own, granted, bargained sold alien  
 } conveyed, and by these presents do give grant bargain, sell alien and  
 } convey to said party of the second part, all that certain tract or parcel  
 } land in the County of Madison and State of Mississippi and particularly  
 } situate as Lots 6, 7, 8, 9, 10, 11, and seventy feet off the east ends of Lots 14, 15,  
 } 16, 17, 18, 19, respectively, including the whole of that part of the intervening  
 } alley that lies between said lots, all said lots lying and being in Block  
 } "B" of a certain map of Leucania recorded in Book N H page 308 of the  
 } Chancery Court of said County, to have and to hold the same with all the  
 } privileges and appurtenances thereto belonging, to the said party of the  
 } second part, and his assigns forever, but this conveyance is upon the  
 } condition and trust, that if said party of the first part, Laura M. Cameron  
 } shall well and truly pay said note at maturity thereof then this obligation shall  
 } be void, but if the said note be not paid at maturity, according to its tenor  
 } and effect then and in that case, said party of the second part, shall  
 } sell said property, at public outcry before the Court house door of said  
 } County to the highest bidder for cash after having given notice of the  
 } time place and terms of such sale, by advertisement in writing put  
 } up at three or more public places in said County for at least  
 } thirty days prior to such sale, and out of the proceeds of such  
 } sale, said party of the second part shall pay first all the costs  
 } and charges incident to this trust, and then whatever may be due  
 } said party of the third part, for money loaned or advanced as  
 } aforesaid and interest thereon, and the balance if any he shall  
 } pay to the said party of the first part her assigns or legal rep-  
 } resentatives, And if said R. L. Bennetts, should die or be absent  
 } or in any way fail to execute this trust then it shall be lawful  
 } for the said Jessie Galloway her assigns or legal representatives  
 } to appoint another trustee in the place of the said R. L. Bennetts.



with full power to execute the same according to its terms, and whose  
actings and doings in the premises shall be as binding as if done by  
the said R B Bennett Trustee,

Witness our hands and seals the day and year aforesaid

Laura W Chammon   
J Chammon Jr 

State of Mississippi }  
Madison County }

Personally appeared before me R E Andrews a  
Justice of the Peace in and for said County:

J Chammon Jr who acknowledged that he signed sealed and delivered  
the foregoing deed on the day and year therein mentioned as his act  
and deed, And the said Laura W Chammon wife of said J Chammon Jr  
came also before me and in a private examination by me, made  
separate and apart from her said husband she did acknowledge  
that she signed sealed and delivered the foregoing deed on the day  
and year therein mentioned as her voluntary act and deed fully  
without any threats, fear, or compulsion on the part of her said  
husband; Given under my hand and seal this the 8<sup>th</sup> day of  
August A D 1881,

R E Andrews J P 

J B Howell Trustee }  
No 3 Deed }  
W W Baughan }

Filed for Record July 18<sup>th</sup> 1881 at 11 o'clock am -  
Recorded Aug 15<sup>th</sup> 1881.

This Indenture made this 26<sup>th</sup> Feb A D 1881 between J B  
Howell Trustee of the first part and W W Baughan of  
the second part is to witness, That whereas on the 30<sup>th</sup> of January 1880  
E H Hamblett executed a deed of trust to secure J Statters' son  
in the sum of Ten hundred and ninety dollars upon certain  
lands herein after described with J B Howell as trustee, said deed  
being of Record in the chancery clerk's of Madison County State  
of Mississippi in deed Book N N, page 621, said deed providing  
that if said sum of money was not paid on the 1<sup>st</sup> of October 1880  
said Trustee should advertise said lands therein described for  
two days in one or more public places in said County and  
sell the same to the best and highest bidder for cash in front  
of the Court house door of said County, And whereas said sum  
of money was not so paid, And whereas the said Trustee proceeded  
in all things as provided in said trust deed did advertise  
said land for the space of two days by posting a written notice  
of the time place and condition of said sale upon the Court house  
door of said County, and did between the times provided by  
law offer the same to the highest and best bidder for cash on the



day advertised for said sale to wit: the 26<sup>th</sup> day of February AD 1881  
 And whereas at said sale so conducted M M Baughen was the high-  
 est and best bidder for, cash on the day advertised for said  
 sale having bid the sum of five dollars and then and there  
 paid the same, Now therefore in consideration of the premises and  
 by virtue of said authority vested in me as trustee I do by these  
 presents bargain sell alien and convey unto the said M M  
 Baughen was the highest and best bidder for cash and her heirs  
 and assigns forever the following described lands described in said  
 trust deed lying in Madison County state of Mississippi to wit:  
 An undivided one half interest in S W 1/4 less 17 acres off East  
 side Sec 7 T 8 R 2 west, and N 1/2 E 1/2 N W 1/4 Sec 17 T 8 R 2 west + N W 1/4  
 Sec 18 T 8 R 2 west together with the appurtenances therunto belonging  
 but it is understood that the said Howell only warrants the  
 title to the above premises so far as he could or should as  
 Trustee under said trust deed and no further.

In testimony whereof I have hereunto set my hand this 26<sup>th</sup>  
 Feb 1881

John B Howell, Trustee

State of Mississippi }  
 Madison County }

Personally appeared before the undersigned  
 Chancery Clerk of the said County the within  
 named John B Howell who acknowledged that he signed said  
 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 18<sup>th</sup> day of July AD 1881



W O Baldwin Clerk

M M Baughen } Filed for Record July 18<sup>th</sup> 1881 at 11 o'clock a.m.  
 20 3/4 Dec } Recorded Aug 16<sup>th</sup> 1881

Ruben T Stokes } The State of Mississippi  
 Madison County }

In consideration of the sum of  
 Five (\$5.00) dollars I convey to Ruben T Stokes the land described as follows to  
 wit: An undivided one half interest in the S W 1/4 less 17 acres (17) off of E half  
 side of Sec 7. T 8. R 2 west, and N 1/2 E 1/2 N W 1/4 Sec 17 T 8 R 2 west + N W 1/4  
 Sec 18 T 8 Range 2 west together with appurtenances therunto belonging.

Witness my signature this 29<sup>th</sup> day of March 1881 -

M M Baughen

State of Mississippi }  
 Madison County }

Personally appeared before the undersigned Chancery  
 clerk of the said County the within named

Mrs W Baughen who acknowledges that she signed and delivered the foregoing deed on the day and year therein named as her act and deed.

Given under my hand and official seal at office this 29<sup>th</sup> day of March A.D. 1881.



W B Adams Clerk

The two notes described in the deed, one for \$25.00 & the other for \$100.00, were made and delivered to the said Thos E Nelson & Mattie J Simpson on the 23<sup>rd</sup> of May 1884. The said Thos E Nelson & Mattie J Simpson are heirs to the said Thos E Nelson & Mattie J Simpson.

W P Simpson & wife } Filed for record July 25<sup>th</sup> 1881 at 9 o'clock a.m.  
R C Smith's estate } Recorded Aug 16<sup>th</sup> 1881.  
Thos E Nelson et al } Whereas now W P Simpson and his wife Mattie J Simpson are indebted to Thos E Nelson of Jackson Miss by notes of even date herewith payable to said Nelson and thus described, One for Five hundred and twenty five dollars due January 1<sup>st</sup> 1882; another for four hundred and eighty seven 5/100 dollars due Jan 1<sup>st</sup> 1883, another for four hundred and fifty dollars due Jan 1<sup>st</sup> 1884, and another for four hundred and twelve 5/100 dollars due Jan 1<sup>st</sup> 1885 all to bear interest at two per cent per annum after maturity; - Also to the Capital State Bank by a note payable to it for two hundred and twenty four (\$224) dated March 18<sup>th</sup> 1881 due eight months after date and purporting to bear eighteen per cent per annum interest from maturity, also said Thos E Nelson has agreed that during the present year he will advance us in money for buying agricultural supplies (supplies) so much as we may need not to exceed sixty dollars, except at Nelson's option which advancements are to bear interest at two per cent per annum from date of advancement, And we the said W P and Mattie J Simpson wishing to secure the payment of said several sums of money, do hereby bargain sell, grant and convey to Robt C Smith of Leuters Mississippi the following land and personal property situated and being in Madison county Mississippi the S W 1/4 + W 1/2 of N W 1/4, N 1/2 of N 1/2 of S E 1/4 of sec 21 the N 1/2 of S E 1/4 + E 1/2 N W 1/4 + N 1/2 of N 1/2 of N E 1/4 of section 28, all in Township 7, Range 1 east, (excepting however from said lands above one half acre on the W side of W 1/2 of S W 1/4 of sec 21, a square being a grove yard) Also the S 1/2 of E 1/2 of N W 1/4 + N 1/2 of W 1/2 of S E 1/4 all in section 20 Township 8 Range 1 east, also the S E 1/4 of sec 32 in Township 8 Range 1 east, also the W 1/2 of N E 1/4 and S 1/2 of E 1/2 of N W 1/4 of section 5 in Township 7, Range 1 east, also the E 1/2 of S E 1/4 and the N 1/2 of W 1/2 of S W 1/4 of sec 28, and the W 1/2 of N W 1/4 of sec 28, and the W 1/2 of S W 1/4 of sec 33, all in Township 8 Range 1 east, containing in all about 1120 acres more or less with all appurtenances and appurtenances thereto belonging; also all the mules belonging to us or either of us in Madison county being about two in number seven of which are now on the place on which we now live in said county, and the other three are now used in cultivating our crop in said County on another portion of the lands above described.

also all agricultural products produced by us or either or any other person working with us or for us, crops of the present year and all agricultural products of 1881, which we may become interested in and said property real and personal, we warrant to said Smiths trustee his successors his and their heirs and assigns forever, against all persons.

Said Smiths trustee and his successors to hold said property real and personal in trust and if said M P Simpson and Maria Simpson shall repay the agricultural advances aforesaid and interest to said Helms before Nov 20<sup>th</sup> 1881, and also said promissory notes when they severally become due then this deed to be void, but when he shall make default in any of said payments then Smith trustee shall at the request of said creditors or their assigns or any of them, proceed and take possession of said personal property and shall sell said property real and personal at public auction to the highest bidder for cash, or so much of it as will pay said debts and interest at the Court House door in Canton, after having advertised the property and time and place of sale and terms for twenty days by posting advertisements thereof at the Court House door in Canton and two other public places in the County of Madison, and the proceeds of sale, shall apply as follows, 1<sup>st</sup> to pay costs of executing this trust, then the notes and monies above named whether due or not and all lawful interest and if anything remains it shall be paid to said Simpson and wife or either of them, The trustee selling shall make conveyances to purchasers by deed or otherwise and if for any reason said Smith cannot or will not execute this trust then the holders of said notes or either of them may by writing appoint a trustee in lieu of said Smith, which appointee shall thereby have all rights and powers hereby conferred on Smith,

It is further understood and agreed that part of the four notes first above named, is the sum of fifteen hundred dollars paid by Helms at our request to J P Stevens survivor of Robinson and Stevens in purchase from them of the balance of \$2000, due Robinson & Stevens & Robinson Stevens & Co under our trust deed to J A Kauler to secure this deed May 10<sup>th</sup> 1879 and recorded in Madison County, which trust deed is

above to the extent of \$1500, with two percent interest on it from this date, of said four notes, as cumulative security and prior security to that extent for said notes, witness our hands & seals this the 5<sup>th</sup> day of July A D 1881,

M P Simpson (Seal)  
M J Simpson (Seal)

State of Mississippi }  
Hinds County }

This day personally appeared before me the undersigned

M. T. Ratcliff Chancery Clerk in and for said County and State moves  
 P. Simpson and Mollie J. His wife who this and then before me, acknowledged  
 that they signed sealed and delivered the foregoing deed of trust on  
 the day and year therein mentioned as their act and deed and for the  
 purposes mentioned therein, and the said Mollie J. being by me examined  
 privately and separately and apart from her said husband acknowledged that  
 she signed sealed and delivered the same freely and voluntarily without  
 any fear threats or compulsion from her husband,

Given under my hand and seal of office this July 16<sup>th</sup> 1881  
 M. T. Ratcliff CLK -  
 By A. H. Moore D.C.

M. B. Cunningham & Wife } Filed for Record on 6<sup>th</sup> August 1881, at 9 o'clock AM  
 20 3/4 Deed. } Recorded August 16<sup>th</sup> 1881  
 Geo. Moorhead }

This Indenture made this first day of July in  
 the year of our Lord one thousand eight hundred  
 and Eighty one between William B. Cunningham and Nellie  
 Cunningham of the County of Cook and State of Illinois parties of  
 the first part and George Moorhead of the County of Madison and  
 State of Mississippi party of the second part witnesses: that the said  
 parties of the first part for and in consideration of the sum of  
 Twenty five hundred dollars, in hand paid by the said party  
 of the second part the receipt whereof is hereby acknowledged have granted  
 bargained and sold and by these presents do - grant bargain and  
 sell unto the said party of the second part his heirs and assigns all  
 the following described lots, pieces, or parcels of land situated in the  
 County of Madison and State of Mississippi to wit,  
 The west half and the west half of the North east quarter, and the North  
 half of the west half of the North east quarter, of section thirty  
 five, and a piece of land in section thirty four running the whole length of  
 said section parallel with section line between sections thirty four and thirty  
 five, said piece in section thirty four, containing thirty six acres, and  
 all the land hereby conveyed in both sections being four hundred and twenty  
 six acres, all in Township (8) eight, Range two (2) east,  
 Together with all and singular the Accretions and appurtenances thereto  
 belonging or in anywise appertaining and the reversions and  
 reversioners, Remainders and remainders, rents issues and profits  
 thereof, and all the estate right title interest claims and demands  
 whatsoever of the said parties of the first part, either in law or equity  
 of, in, and to the above bargained premises, with the Accretions and  
 appurtenances, to have and to hold the said premises above bargained  
 and described, with the appurtenances unto the said parties of



the second part their heirs and assigns forever, and the said parties of the first part against all and every person or persons lawfully claiming the same or to claim the whole or any part thereof shall and will stand and forever defend,

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

William B. Cunningham *LS*  
Nellie Cunningham *LS*

State of Illinois }  
Cook County } ss

I, J. K. Wilson a Notary Public in and for said Cook County in the state aforesaid do hereby certify that William B. Cunningham and Nellie Cunningham personally known to me to be the same persons whose names are subscribed to the foregoing deed as grantors 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, and the said Nellie Cunningham being wife of the said William B. Cunningham having been by me examined separately and apart from and out of hearing of her husband, and the contents and meaning of the said instrument of writing having been by me fully explained and made known to her, and she also by me being fully informed of her rights under the Homestead Laws of the state of Mississippi, acknowledged that she had freely and voluntarily executed the same and relinquished her dower to the lands and tenements therein mentioned and also all her rights and advantages under and by virtue of all laws of the state of Mississippi relating to the Exemption of Homesteads without compulsion of her said husband, and that she does not wish to retract the same;

*Sw.*

Given under my hand and Notarial Seal  
this the first day of July A.D. 1881  
J. K. Wilson, Notary Public

Geo. Moorman  
to J. B. Poate & J. Smith, Trustees,  
W. B. Cunningham

Filed for Record August 6<sup>th</sup> 1881, at 9 o'clock a.m.  
Recorded August 16<sup>th</sup> 1881,


This Indenture witnesseth that the Grantor George Moorman of the City of Canton, in the County of Madison and State of Mississippi for and in consideration of the sum of Eleven hundred and fifty dollars in hand paid down and warrants to J. B. Poate of the City of Canton, County of Madison and State of Mississippi, the following real estate to wit: The east half and the west half of the N.E. quarter and the north half of the west half of the south east quarter of section thirty five and a strip along the east side



of section thirty four, in said section thirty four, containing thirty six acres and running parallel with the section line between sections thirty four and thirty five, and containing in all four hundred and seventy six acres and in township eight Range two east at Calhoun station, situated in Madison County and state of Mississippi hereby releasing and waiving all rights under and by virtue of the Homestead rights Exemption laws of the state of Mississippi and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained, in trust nevertheless for the following purposes, to-wit: That the said Geo. Mooman Grantor herein is justly indebted upon two promissory notes, bearing even date herewith payable to the order of William B. Cunningham, one for (\$400) Four hundred dollars, due January 1st 1882 signed by Geo. Mooman, and the other for seven hundred and fifty dollars (\$750) due on the first day of January 1883, cash given for purchase money of land above described, and bearing date on July 1st 1881, and such bearing interest at eight percent from date, now if default is made in the payment of the said two notes or any part thereof or the interest thereon or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of want or non payment of taxes or assessments on said premises or of a breach of any of the covenants or agreements herein contained then in such case the whole of said principal sum and interest secured by the said two promissory notes shall thereupon at the option of the legal holder or holders thereof become immediately due and payable, and on the application of the legal holder of said promissory notes or either of them it shall be lawful for the said grantor or his successor in trust to enter into and upon and take possession of the premises hereby granted or any part thereof, and to collect and receive all rents, issues and profits thereof, and in his own name or otherwise to file a bill or bills in any court having jurisdiction thereof against the party of the first part his heirs, executors, administrators and assigns to obtain a decree for the sale and conveyance of the whole or any part thereof of the premises for the purposes herein specified by said party of the second part, as such trustee or as special commissioner or other wise in an order of court and out of the proceeds of any such sale, to first pay the costs of such suit, and all costs of advertising sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed to execute this trust and twenty five dollars attorneys and solicitors fees and also all other expenses of this trust, including all moneys advanced for insurance taxes and other liens and assessments with interest thereon at eight percent per annum, then to pay the principal of said notes, whether due and payable by the terms thereof or the option of the legal holder thereof, and interest due on said notes

up to the time of such sale, rendering the over plus, if any, unto the party of the first part, his legal representatives or assigns on reasonable request, and to pay any rents that may be collected after such sale and before the time of redemption expires, to the purchaser or purchasers of said premises at such sale or sales and it shall not be the duty of the purchaser to see to the application of the purchase money, When the said notes and all expenses accruing under this deed of Trust shall be fully paid, the said grantor or his successor, or legal representatives shall receive all of said premises remaining unsold to the grantor or his heirs or assigns after receiving his reasonable charges therefor. In case of the death resignation removal from said Madison County or other inability to act as said grantor J. B. Pratt, Sheriff of said County is hereby appointed and made successor in trust herein with like power and authority as is hereby vested in said grantor. It is agreed that the grantor shall pay all costs and attorneys fees, incurred or paid by said grantor or the holder or holders of said notes and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of the sale thereof.

Witness the hand and seal of said grantor this the first day of July A.D. 1881.

Geo Moorman 

State of Louisiana }  
City of New Orleans }

J. Marcio T. Duross a Commissioner of Deeds in and for said County and State of Louisiana, do hereby certify that Geo Moorman of New Orleans Louisiana 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 fifth day of August A.D. 1881.



M T Duross  
a Commissioner of deeds for the state of  
Mississippi

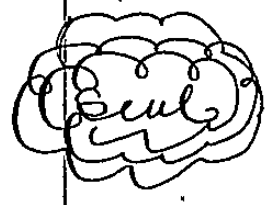
F B Pratt (Commissioner) } Filed for Record July 20<sup>th</sup> 1881 at 6 o'clock P.M.  
203 Deed } Recorded Aug 16<sup>th</sup> 1881.  
Eleanor B Snow }

Sheweth that at the January term 1881 of the Chancery Court of Madison County Mississippi a decree was rendered in the case of John G. Wilson vs S D Hayes et als No 1816 by the provisions of which the undersigned F B Pratt was appointed a special commissioner to sell the lands hereinafter described, and whereas the undersigned F B Pratt did on the 4<sup>th</sup> day of April 1881 at 12 o'clock m. sell at public outcry at the Court house door of the City of Natchez said lands after advertising the time, place and terms of said sale for thirty days by posting notices thereof at three public places in said County including one at the Court house door. And whereas at the said sale Eleanor B Snow became the highest bidder for said lands at the sum of five hundred dollars, the same being then and there sold her at said price; Now therefore know all men by these presents that I the said F B Pratt commissioner as aforesaid in consideration of the premises and in consideration of the sum of Five Hundred dollars to me paid at the delivery of these presents, by said Eleanor B Snow the receipt whereof is hereby acknowledged have granted bargained and sold, and by these presents do hereby grant bargain sell and convey to the said Eleanor B Snow the following described land, lying and being in the County of Madison, & State of Mississippi to wit: Lots one and two, the east half of lot four, North half of Lot six; North half of Lot eight Section 21, Township 10 Range 2 east, also lot seven in said section and Township - To have and to hold to her the said Eleanor B Snow her heirs and assigns forever, I hereby convey such title as I am empowered to do by said decree and no other,  
Witness my hand this 4<sup>th</sup> day of April A.D. 1881.

F B Pratt -  
Special Commissioner Chancery Court

State of Mississippi } ss  
Madison County } Personally appeared before me Clerk of the Circuit Court of said County and State F B Pratt who acknowledged that he signed read and delivered the above and foregoing on the date for the purposes therein named as his free act and deed,

J M Daughen  
Circuit Clerk -



Robt Powell Com<sup>r</sup> } Filed for Record July 22<sup>nd</sup> 1881 at 10 o'clock am,  
 To 3/4 D<sup>r</sup> } Recorded August 17<sup>th</sup> 1881  
 D Bunch. } This Deed was made and entered into between

Robt Powell special Commissioner of the first part and D Bunch of the second part witnesses:

That by virtue of the provisions of a certain deed concluded by the chancery Court of Madison County State of Mississippi at the January term thereof A D 1881, in case of D Bunch vs John Pittman No 1843 appointing said first party special Commissioner, to make a sale of the property described in said deed in pursuance thereof the said property was duly advertised in the American citizen a newspaper published in the City of Canton, for more than three weeks next preceding the day of sale, giving notice of the time place and terms of sale and on the day appointed to wit, the 16<sup>th</sup> day of July 1881, the lands hereinafter described, were sold to the highest bidder for cash in front of the court house door, of Madison County Miss between the hours of Eleven Am and three o'clock P.M., said lands were sold in legal subdivisions not exceeding eighty acres, and at such sale D Bunch the said party of the second part was the highest and best bidder for cash at and for the sum of two hundred and forty dollars.

Now therefore in consideration of the premises and for the further consideration of Two hundred and forty dollars in hand paid by the said party of the second part, receipt whereof is hereby acknowledged I the said first party have this day and do by these presents bargain and sell alien and convey to the said D Bunch the following described lands lying and being in Madison County State of Mississippi, to wit:

N E 1/4 Sec 4 T 9 R 4 S 3 east, S E 1/4 Sec 23 T 10 R 3 east, S 1/2 E 1/2 N E 1/4 Sec 33 T 10 R 3 east, S 1/2 N 1/2 N 1/4 Sec 34, T 10 R 3 east, N 1/2 E 1/2 S E 1/4 Sec 4 T 9 R 3 east being in all 440 acres of land known as the Graham or Sumner place also forty acres adjoining said place known as a part of the Jackson field being a portion of the Jones tract owned by Thomas Sumner at the time of his death in Madison County, State of Mississippi together with appurtenances thereto belonging to have and to hold unto the said second party and his heirs forever, The said first party only warrants the title to the above lands so far as he can or should as commissioner under said deed, and no farther, In testimony whereof I have hereunto set my hand this 16<sup>th</sup> day of July 1881.

Robt Powell Special Com<sup>r</sup>

State of Mississippi }  
 Madison County } Personally appeared before the undersigned -



clerk of the chancery court of the said county the within named Robert Powell "Commissioner" who acknowledges that he signed and deplored 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 22<sup>nd</sup> day of July AD 1881  
W. B. Baldwin Clerk

Franklin Smith  
By J. Reed  
John Hohner

Filed for record Aug 17<sup>th</sup> 1881 at 4 o'clock P.M.  
Recorded Aug 18<sup>th</sup> 1881.

Know all men by these presents that I Franklin Smith in consideration of the sum of one thousand dollars to me paid for other good and valuable considerations, do hereby sell convey and warrant to John Hohner of the City of Leavelle, County of Madison & State of Mississippi the following described lot of land in said City of Leavelle Viz Beginning at a point <sup>140</sup>ft North of a point on the North side of Centre Street 40ft East of the intersection of Centre & Union Sts. thence running North Eight ft; thence running West twenty ft. thence running South Eight ft. thence East 20ft to the beginning. Meaning hereby to convey Eight by twenty feet off of the North end of the lot conveyed to me by Charles Smith by his deed dated April 15<sup>th</sup> AD 1871 & recorded in the Chancery Clerk's Office of said Madison County Book V page 327

To have & to hold the same to him the said John Hohner his heirs & assigns forever. In Witness whereof I have hereunto set my hand & seal this 9<sup>th</sup> day of August 1881  
F. J. Smith

The State of Texas  
County of Nelson

Before me J. Brooks ex officio Notary public for Precinct No 3 of Nelson Co on this day personally appeared J. Smith known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed

Given under my hand and seal of Office the 10<sup>th</sup> day of Aug AD 1881



J. Brooks J.P.  
Notary Public for Precinct No 3  
Nelson Co  
Texas



Franklin Smith  
to 3 Deed  
Caroline Hohner

Filed for record Aug 17<sup>th</sup> 1881 at 4 o'clock P.M.  
Recorded Aug 18<sup>th</sup> 1881

I know all men by these presents, that I Franklin Smith in consideration of the sum of one thousand Dollars to me in hand paid by

Mrs Caroline Hohner of the City of Leaton County of Madison, State of Mississippi the receipt whereof in Cash is hereby acknowledged do hereby convey and warrant to the said Caroline Hohner her heirs and assigns forever the following described lot of land in said City Viz: Beginning at a point on the North side of Centre Street twenty feet East of the intersection of Union & Centre Streets, said point being thirty feet East of the South West Corner of Lot No 4 in Square No 2. In said City thence running East with said Centre Street 20<sup>th</sup> thence running North 142 ft. thence running West twenty (20) ft. thence running South 142 ft to the beginning to have and to hold the same to her the said Caroline Hohner her heirs and assigns forever.

In Witness whereof I have hereunto set my hand and seal this 9<sup>th</sup> day of August 1881.

F. J. Smith Seal

The State of Texas  
County of Nelson

Before me J Brooks ex officio Notary public for precinct No 3 Nelson Co personally appeared F J Smith known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 10<sup>th</sup> day of August AD 1881.

J Brooks J.P.  
and Ex officio Notary public for precinct  
No 3 Nelson County Texas

J. G. McBride et al } Filed for Record Aug 22<sup>nd</sup> 1881 at 11 o'clock a.m.  
vs } Recorded Aug 22<sup>nd</sup> 1881  
Leas }  
Robt Fugate }

This Agreement made and entered into on the 17<sup>th</sup> day of August AD Eighteen hundred and Eighty one between Francis Louisa, Catharine N. and J. G. McBride parties of the first part and Robt Fugate party of the second part, all of the State of Mississippi Madison County, witnesses that whereas said parties of the first part, are desirous to have a certain pond situated on their premises two miles north of Canton on the Chicago, St Louis and New Orleans Rail Road in the State of Mississippi and the County of Madison well stocked with a variety of fish known as Common Carp and whereas said party of the second part, is desirous to undertake the stocking of said pond with said fish for the profit he may derive therefrom now therefore for and in consideration of the premises, and the further sum of two dollars to them in hand paid by the said party of the second part, said parties of the first part have granted demised and to farm let, and by this presents do hereby grant demised and to farm let to the said party of the second part the water of said pond for the purposes hereinafore provided, to have and to hold the above described property, with all the rights titles and interest, which said parties of the first part, are possessed of (except hereinafter provided) for a term of two years yielding therefor annually the sum of one dollar, said parties of the first part, hereby reserve to themselves the right to so use said pond for such purposes as they deem proper during aforesaid term of two years.

In testimony whereof the parties hereto have hereunto set their hands and affixed their seals on this the 17<sup>th</sup> day of August 1881

J. G. McBride (Seal)  
Catharine N. McBride (Seal)  
J. G. McBride (Seal)  
Robt Fugate (Seal)

State of Mississippi } ss  
Madison County }

Personally appeared before the undersigned Chancery Clerk of the said County and state the within named J. G. McBride who acknowledges that he signed and delivered the foregoing instrument of writing on this day and year therein mentioned as his act and deed.

Given under my hand and official seal at office this 22<sup>nd</sup> day of August AD 1881  
W. B. Baldwin Clerk

(Seal)

J L Perkins }  
 To } Deeds - }  
 F A Montgomery }

Filed for Record Aug 20<sup>th</sup> 1881 at 3 o'clock P.M.  
 Recorded Aug 23<sup>rd</sup> 1881;

In consideration of the sum of one dollar  
 to us in hand paid the convey and warrant  
 to F A Montgomery the land described as follows to wit, one hundred  
 and thirty acres - in the south half, east of the Chicago, St Louis  
 + New Orleans Rail Road, of section nineteen, the west half of  
 the west half of the south west quarter of section twenty, the  
 south half of the west half of the south west quarter of section  
 twenty eight, Township seven, Range two east, in Madison County  
 Mississippi. Witness our signatures this the 7<sup>th</sup> day of June 1881  
 J L Perkins  
 Jennie Perkins

State of Mississippi }  
 Bolivar County }

Personally appeared before me the under  
 signed Justice of the Peace in and for said  
 County J L Perkins and Jennie Perkins, who acknowledged that they  
 signed and delivered the foregoing instrument of writing on the  
 day and year therein mentioned,  
 Given under my hand this 10<sup>th</sup> day of June 1881  
 J I Ingram J. P.


J R Power Trustee }  
 To } Deed }  
 Montfort Jones }

Filed for record Aug 20<sup>th</sup> 1881 at 9 o'clock am.  
 Recorded August 23<sup>rd</sup> 1881

This Indenture made and entered into this the  
 10<sup>th</sup> day of July A.D. 1881, between J R Power Trustee  
 of the County of Madison State of Mississippi of the one part, and  
 Montfort Jones of Attala County State of Mississippi of the other  
 part Witnesseth: That whereas the said Trustee in pursuance of a  
 deed of trust executed to the undersigned as Trustee to secure  
 Montfort Jones which deed is duly recorded in Deed Book  
 106, on page 40 in the chancery clerk's office of said County of  
 Madison aforesaid said Trustee did sell the following described  
 lands: Five certain lots of land, containing five acres more or  
 less south of New Grove Yard, in Section 19, Township 9 Range  
 3 east, said lots being designated as Lots, 2, 3, 6, 7, and 8 in map  
 of the City of Canton, with the appurtenances thereto belonging,  
 Also the E 1/2 S E 1/4 of Section 31, Township 9 Range 3 east,  
 And whereas the said Trustee on Monday the 22<sup>nd</sup> day of October  
 A.D. 1877, at the Court house door in the City of Canton, in said County  
 of Madison, within the lawful hours having first given the notice  
 required by said deed as well fully appear by reference to said

deed, and expose for sale at public outcry to the highest bidder the above described lands, on the following terms to wit: for lease. when and when the said Montfort Jones bid for the same the sum of One Hundred and twenty five dollars which being the highest and best bid made for the said premises, the same were struck off to him and he declared the purchaser thereof, and whereas the said Montfort Jones has fully complied with the requirements of said sale by paying the said sum of Three Hundred and fifty dollars. Now this Indenture witnesseth that in consideration of the premises and the compliance on the part of the said Montfort Jones with the terms of said sale, the undersigned trustee has this day given granted bargained, sold and conveyed and by these presents, doth, give, grant bargain, sell convey and confirm unto the said Montfort Jones his heirs, and assigns forever, All of the described lands, together with all and singular the tenements hereditaments and appurtenances therunto belonging or appertaining, To have and to hold the above granted, bargained and described premises unto him, the said Montfort Jones his heirs and assigns to them and their only proper use and benefit and behoof forever, as fully and effectually to all intents and purposes in the law as the said trustee could or ought to sell and convey the same by virtue of said deed of Trust.

In testimony whereof the said J. R. Powell trustee as aforesaid has hereunto set his hand and affixed his seal the day and year first aforesaid.

J. R. Powell Trustee 

State of Mississippi }  
Madison County }

Personally appeared before the undersigned clerk of the Chancery Court of the said County the within named J. R. Powell who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and officio seal at office this 23<sup>rd</sup> day of August A.D. 1881

W. B. Baldwin Clerk



H. J. Fote 3. Filed for record Aug 29<sup>th</sup> 1881, at 11 o'clock AM  
 To 3 Deed 3. Recorded Aug 29<sup>th</sup> 1881  
 Lou Rhymes 3 y/

Know all men by these presents, That this deed is to witness, That for the consideration of the sum of one dollar and the further consideration that the said Lou Rhymes the party of the second part hereunto, serves as a nurse to H. J. Fote for the term of two years from date for the price of twelve dollars per month payable to her at the expiration of each month of service, H. J. Fote party of the first part hereunto, doth by these presents upon the condition hereinbefore set forth bargain sell and convey to the said Lou Rhymes the following lot or parcel of ground viz: A certain lot in Conchs addition to the City of Canton lying in the West side of said addition and due North of a lot owned by Isaac Parks + due East of Harry Priestley's land, and on the West side of C. H. + N. R. Rd., and being the only lot in said addition now owned by said Fote said lot containing one acre be the same more or less, and lying in Madison County + State of Mississippi

I have and to hold the same to her the said Lou Rhymes upon the condition of service hereinbefore set forth to her + her heirs forever In testimony whereof the said Fote hath set his hand + seal this 29<sup>th</sup> Aug 1881  
 H. J. Fote Seal -

State of Mississippi 3

Madison County 3 Personally appeared before the undersigned Clerk of the Chancery Court of the said County the within named H. J. Fote who acknowledges 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 29<sup>th</sup> day of Aug. AD 1881

H. J. Baxton Clerk -



W. H. Powell et al.  
vs 1805  
Edward Dufey

The State of Mississippi  
Madison County

To the Sheriff of

Madison County Greeting:

You are hereby commanded to summon J. H. Wathersby, Geo Harvey and James Priestley three discreet and competent householders of the County of Madison and State aforesaid to act as Commissioners to make a fair and equitable partition of the following lands, viz: 85 acres off the south end of  $N\frac{1}{2}$   $N\frac{1}{2}$  Sec 29 and 45 acres off of the south end of  $N\frac{1}{2}$   $NE\frac{1}{4}$  and  $N\frac{1}{2}$   $SE\frac{1}{4}$  and  $E\frac{1}{2}$   $SW\frac{1}{4}$  section 30 all in Township 9 Range 3 East lying in Madison County State of Mississippi, in three shares among the following claimants. viz-

W. H. Powell	one Share ( $\frac{1}{3}$ )
R. W. Dufey	one Share ( $\frac{1}{3}$ )
Edward Dufey	one Share ( $\frac{1}{3}$ )

in as fair and equitable a manner as said lands are capable of being divided, and said Commissioners shall report their actions to the next term of this Court for confirmation.

Seal

Given under my hand and seal of the  
Chancery Court this the twenty seventh day of  
July A.D. 1880

Will H. Bailey  
Chancery Clerk

Commissioners Oath

We J. H. Wathersby, George Harvey and James Priestley do solemnly swear that we will faithfully and impartially make the partition required of us, and in all things perform the trust conferred upon us to the best of our skill and ability.

Sworn and subscribed before me this	} J. H. Wathersby Geo Priestley George Harvey
the 10 day of January A.D. 1881	
Robert L. deCamp D.S.	
Chas. C. Gillemor D.S.	

Personally appeared before me Geo Harvey one of the Commissioners in above styled cause, J. P. George County Surveyor and J. T. Britton and Jim Garrison Chain Carriers in said Survey who being duly sworn by me State under oath severally, that they and each of them will well and truly perform

their respective duties, honestly and impartially

Sworn to and subscribed before me

George Harvey

Commissioner

J P George, Surveyor

J T Britton C. C.

J W Garrison C. C.  
his marks

Attest

James Mhoon

State of Mississippi

Madison County

To the Hon E G Peyton Chancellor  
of the ninth Chancery District of said State, sitting at  
Canton Madison County, & sole presiding therein:—

The undersigned Commissioners appointed by authority of  
said Chancery Court to make a fair and equitable  
partition of certain lands of (W H Powell, R W Durfey and  
Edward Durfey) in the accompanying parcels described  
in their shares among the following named claimants  
to wit:

W H Powell one Third

R W Durfey one Third

Edward Durfey one Third

Respectfully ask to report that they answered the Service  
to the best of their skill and ability on and  
the 18 and 19 days of May A D 1881 first by having  
present J P George our County Surveyor, a sworn officer  
of said County and by qualifying said Surveyor and  
suitable Chain-bearers or Carriers the oaths of whom are  
herewith transmitted and attached. Your Commissioners then  
proceeded to have the boundary lines of said lands surveyed  
properly and then to divide said lands in their lots or shares  
which were properly numbered from one (1) to three (3)  
including the shares or lots laid off on said map from number  
one (1) progressively to number three (3) these inclusive  
written on separate tickets from that containing the names of the  
persons entitled to shares, then the numbers representing the lots  
or tickets were placed in a box and the tickets containing the  
names of the claimants were placed in another box and in a  
public manner J H Weatherby was appointed to draw by said  
Commissioners by ballot, and he did draw at his livery stable in  
said County on the day of July A D 1881 in a public manner  
and place this proceeding to make allotments of the several  
shares or lots of the said tract of land among the foregoing

Claimants entitled thereto, the said J. H. Weathersby having drawn the tickets from the box containing the names and also the tickets containing the numbers from another box. The result of the drawing one name and one number corresponding with the numbers on the map until all were drawn noted by Commissioners as follows

Edward Durfee drew Lot no one, described and designated as the E 1/2 of the S W 1/4 of Section 30 Township 9, N Range 3 East

R. W. Durfee drew Lot no Two. described and designated as the W 1/2 of the S E 1/4 of Section 30 Township 9, N. Range. 3 East

W. H. Powell drew Lot no Three described and designated as 45 acres off the South end of the W 1/2 of the N E 1/4 of Section 30, Township 9 N. Range. 3 East and the W 1/2 of the S W 1/4 of Section 29 Township 9 N Range 3 East =

Your Commissioners would here state that Lot no 3 comprises more acres than either of the other two lots, but is not worth more in money, the quality of the soil, surroundings &c being inferior to the other lots.

Your Commissioners would further say that they caused the survey of the different lines separating the different lots of land from each other - a map of which survey complete you will find accompanying this report

Your Commissioners would further certify to all of the above as true and correct, and report that they had due regard to the situation, quality and quantity of said land, so that by ballot as presented, the partition to which they were directed by appointment of the aforesaid Hon Chancery Court to make, might be fair, just and equitable - They further report that all of the Claimants are satisfied

George Harvey  
James Priestley  
J. H. Weathersby } Commissioners

Surveyors Report

Durfee Place

Course Distance

Chains Links

The survey of the Durfee place began on the 18th day of May at a stake 20.00 chains East of the South West Corner of Section 30 Township 9 Range 3 East.

80.00 East on Section line between Sections 30. and 31 Northern boundary - To a post 3 East corner of the track, the 1st half mile of this line runs through timber - Gum, Oak & Hickory. Land level bottom, 2nd quality soil. Scrubby undergrowth. the other half scrubby undergrowth

Course	Distance	Notes
	Chains Links	with no timber
North	80 00	Set a stake on Sec. line between sections 20 and 29
West	40 00	To a stake, thence
South	17 50	To a stake, thence
West	20 00	To a stake, thence
South	22 50	To a stake, thence
West	20 00	To a stake, thence
South	40 00	To the point of beginning; The last-quarter of this line runs through woodland, Land level + low timber scarce, undergrowth scrubby, soil 3 <sup>rd</sup> quality bottom; The upland level thin and in places a good deal worn. Lines were run and staked, separating the lots. A map of this place accompanies this report

Respectfully

J. P. George, C.S.

Map

of the Durfee Place

As divided among the claimants by order of Court

Designation

Lot No 1

Edward Durfee's share - The E 1/2 of the SW 1/4 of Section 30 Township 9 N Range 3 East - 80.00 acres

Lot No 2

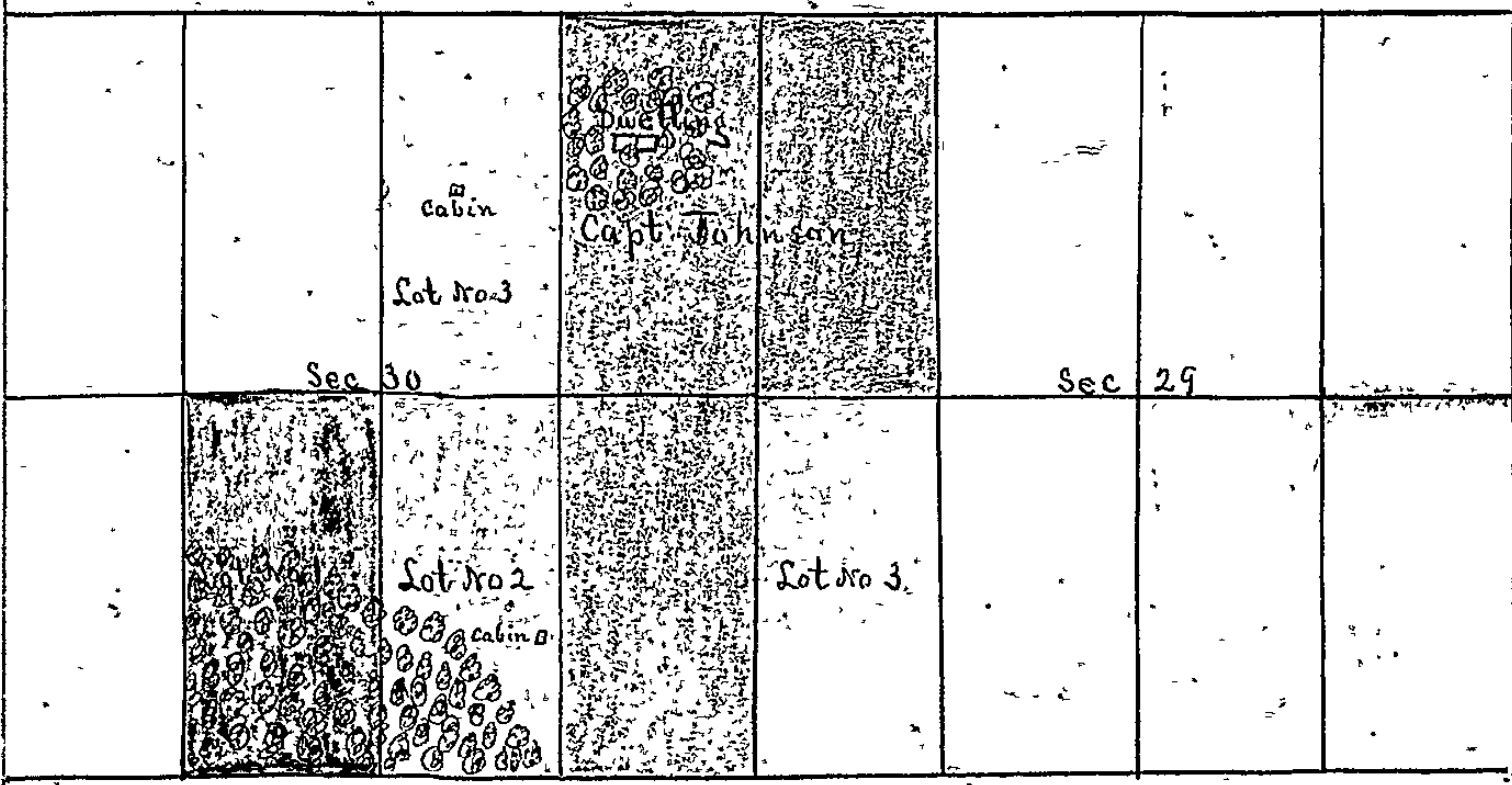
R. W. Durfee's share - The W 1/2 of the SE 1/4 of Section 30 Township 9 N Range 3 East - 80.00 acres

Lot No 3

W. H. Powell's share - 40 acres off of the south end of the W 1/2 of the NE 1/4 of Section 30 Township 9 N Range 3 East and the W 1/2 of the SW 1/4 of Section 29 Township 9 N Range 3 East - 125.00 acres

Description of Capt Johnson's land

The W 1/2 of the NW 1/4 of Sec 29. Town 9 N Range 3 East and The E 1/2 of the E 1/2 of Sec 30. Town. 9 N Range 3 East - 240 Acres



W H Powell et al

vs. 1805

Edward Durfey

The motion to confirm the report of the Commissioners, who made partition of certain lands, hereinafter described, between W H Powell, R W Durfey & Edward Durfey coming in for hearing and it appearing that no exception has been filed to said report, and it appearing to the Court that the Commissioners, Geo Harvey J. St Weatherby & Jas Priestley did in the month of July A D 1881 make partition of & divide the lands held by said named parties as tenants in common into (3) three equal shares as they were commanded and directed by a previous order of this Court, which said lands are described as follows to wit:— 85 acres off of the South end of N 1/2 N 1/2 Section 29 and 45 acres off of the South end of N 1/2 N E 1/4 and N 1/2 S E 1/4 and E 1/2 S W 1/4 Section 30 all in Township 9 Range 3 East Situated in the County of Madison and State of Mississippi and the said Commissioners having made their report in writing to this Court, which is in all things right and proper and it further appearing that the said Commissioners before making the partition of said lands, did take and subscribe the oath required by law of them, to faithfully, honestly and impartially make the partition of said lands among said claimants and did in all things perform and execute the trust conferred on them to the best of their skill, knowledge & judgement as appears by the record herein and the said Commissioners having caused a survey to be made of the said lands in their presence as required by law the Surveyor and Chain Carriers having first taken the oath prescribed by law in such cases as appears of record herein, and the said Commissioners having had made a true field book containing the numbers of said lands and specifying the bounds of said shares and also a map of the tract on which the several shares of the different claimants are lined drawn and numbered as required of them as officers of record herein and having then numbered the several shares so lined off from number one and progressing to number three inclusive, having in the same manner numbered each lot in the several shares as appears by the records herein whereupon the said Commissioners did proceed in a public manner to make an allotment by ballot of the several shares of the tract of land, among the several persons entitled thereto to wit Among W H Powell, R W Durfey and Edward Durfey



and having first in a public manner numbered as many tickets as there were shares in said map, which were three in number and which were put into a box as required by law and the names of each of the said claimants to wit: - W. H. Powell R. W. Durfey & Edward Durfey were written on separate tickets and put into another box as appears by the record herein and it further appearing that J. H. Weathersby was duly then appointed by the said Commissioners to draw the tickets aforesaid from said boxes in a public manner in order to make the partition herein which boxes were held in the hands of the Commissioners said J. H. Weathersby first drawing a ticket from the box containing the names of said claimants and then drawing a ticket from the box containing the number of the shares of said land and so on until all were drawn and noted by the Commissioners which drawing resulted as follows to wit: - Edward Durfey drawing lot number one (1) described as follows to wit: The  $E\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 30 Township 9 Range 3 East containing 80 acres.

And R. W. Durfey drew lot number two (2) described as follows viz: The  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 30 Township 9 Range 3 East containing 80 acres.

And W. H. Powell drew lot number 3 which is described as follows to wit: 45 acres off of the fourth end of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  Section 30 T. 9. R. 3 East and the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 29 T. 9. R. 3 East containing 125 acres all in Madison State of Mississippi, and all of which appears by the record herein.

And it further appearing that the said Commissioners did do and perform all things as were required of them by law in making partition of said lands and that said partition has been legally honestly & impartially made, It is therefore ordered adjudged and decreed that said Commissioners report be in all things confirmed, and the partition of the lands so made shall stand and vest a full and perfect title in each of said claimants to the share or lot set apart to them respectively and none of the claimants shall have any further claim or interest in the said lands beyond the share respectively set apart to them; that is to say, that the partition thus made shall vest a full and complete title in Edward Durfey to all of the land embraced in that one aforesaid, and the said Edward Durfey is hereby divested of all title or claim to lot number 2 + 3 as above described, And the said R. W. Durfey is hereby divested of all title or claim to lots number one and three

as above described, and said W. H. Powell is hereby vested with full title to Lot number three (3) as above described and he is hereby divested of all title to Lots 1 & 2 as above described and that the proceedings herein be recorded by the Clerk of this Court in the proper record books of the County.

It is further decreed herein that the costs of this suit to be taxed be paid equally by said named claimants ordered adjudged & decreed this 23<sup>rd</sup> day of July A. D. 1881

E. J. Peyton, Chancellor


Guilford Nicholson }  
 Do } Deeds.  
 Maria Elizabeth Nicholson }

Filed for Record September 2<sup>nd</sup> at 6 PM  
 1881. Recorded September 7<sup>th</sup> 1881

This Indenture made this the 25<sup>th</sup> Twentyfifth day of August Eighteen Hundred & Eighty one 1881 between Guilford Nicholson of the first part and Maria Elizabeth Winter Nicholson of the second part of the County of Madison State of Mississippi. Witnesses:

That the said Guilford Nicholson in consideration of the sum of three thousand five hundred dollars to him paid, the receipt whereof is hereby acknowledged hath this day granted, bargained, sold and conveyed and by these presents doth grant bargain sell and convey unto the said Maria Elizabeth Winter Nicholson her heirs and assigns forever a certain tract or parcel of land situated in Madison County State of Mississippi known and described as the N E 1/4, North East quarter less Twenty five acres off North East corner of Section Thirty six Township nine Range one East - and fifteen acres off of North West corner of South East quarter of Section Thirty six T. 9. R. 1 E. - and the west half of South west quarter section Thirty Township 9. Range Two East - and the South East quarter of Section Twenty five Township nine Range one East. and West half of South west quarter Section Twenty five Township nine Range one East and North East quarter and five acres off of South west corner of South west quarter of Section Twenty five Township nine R. one East - containing about six hundred and thirty five acres - together with all the rights & privileges there unto belonging or in any wise appertaining unto the said Maria Elizabeth Winter Nicholson her heirs & C. To have and to hold the said tract of land with the appertinances thereunto belonging unto the said Maria Elizabeth Winter Nicholson her heirs and assigns


against the lawful title claim or demand of all persons whomsoever — In witness whereof the said Guilford Nicholson, hath hereunto set his hand and seal this the day and date first above written

Guilford Nicholson 

State of Mississippi }  
Madison County }

This day personally appeared before the undersigned J.P. for said County & State Guilford Nicholson who acknowledged that he signed sealed & delivered the within & foregoing instrument of two pages of his own free will & accord for the purposes herein set forth on the day & date thereof

Witness my hand & Seal this Sept 2<sup>nd</sup> 1881

Leon Bailey J.P. 

Lafayette W Jones }  
To } Conveyance }  
C F Ilfrey }

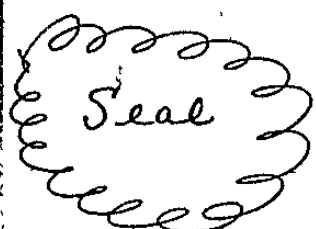
Filed September 3<sup>rd</sup> 1881 at 9 o'clock A.M.  
Recorded September 7<sup>th</sup> 1881

Harris County } Know all men by these  
State of Texas } present that L. W Jones of  
the above County & State do hereby

grant sell & deliver to C F Ilfrey of Harris County & State of Texas all of my undivided half interest in the dower of my mother E J Carson now a resident of Coffee County in the State of Tennessee, being the dower set aside to her by the Honorable Probate Court of Madison County in the State of Mississippi out of the estate of Isaac W Jones deceased, For and in consideration of the sum of \_\_\_\_\_ dollars \_\_\_\_\_ cents the amount due the said C F Ilfrey by me the said L W Jones on all open accounts beginning on the 1<sup>st</sup> day of January 1878 and ending on the 15<sup>th</sup> day of December 1880. This the 5<sup>th</sup> day of August 1881.

Lafayette W Jones

State of Texas } Before me the undersigned Notary of Public for  
Chambers County } the County and State aforesaid duly commissioned and qualified appeared Lafayette W Jones of the County of Harris State of Texas and known to me to be the identical person whose name is subscribed to the foregoing instrument and acknowledged that he signed the same for all purposes therein expressed




To certify which I hereby sign my name and affix my Seal of office this the 22<sup>nd</sup> day of August 1881

James Armstrong  
Notary Public - C. C. Texas

John Kelly Trustee  
Do } Deeds  
David E Reynolds &  
John Davidson

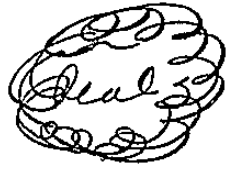
Filed for Record September 6<sup>th</sup> 1881 at  
2 o'clock P.M. Recorded Sept. 7<sup>th</sup> 1881

This deed of Conveyance is to witness that whereas on the 19<sup>th</sup> day of March 1880 John R Hargon made a certain deed in trust to the undersigned John Kelly, to secure Elizabeth V. Hargon in payment of a certain sum of money in said deed mentioned: which deed in trust is recorded among the records of deeds of said County in Book 00 page 138- and whereas in pursuance of said deed in trust & in default of payment of said sum of money occurred thereby, said trustee did advertise the property in said deed described for sale as directed by said deeds, and on the 4<sup>th</sup> day of July 1881 did sell the same to the highest bidder for cash before the South door of the Court House of the said County between the hours of Eleven o'clock A.M. & 4 o'clock P.M. of the 4<sup>th</sup> day of July 1881. After having duly advertised the same for sale as required to do by said deed in trust - and whereas at said sale David E Reynolds & John Davidson did appear and bid for a part of said property conveyed in said deed in trust, namely on share in the Canton Cotton Factory & buildings & land belonging thereto - in said County to wit, the County of Madison State of Mississippi, now more commonly known as the Gilman Mills the sum of Four hundred dollars which was more than any other person or persons did or would bid therefor & has paid the purchase money: Now therefore in consideration of the premises, I, said John Kelly do by these presents bargain sell & convey to said David E Reynolds and John Davidson the property herein before described to have and to hold the same to said Reynolds & Davidson their heirs and assigns forever - In testimony whereof I have here to set my hand & seal this 7<sup>th</sup> day of September 1881

John Kelly Trustee 

State of Mississippi  
Madison County

Personally appeared before the undersigned, Clerk of Chancery Court of the said County the within named John Kelly who acknowledges 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 6<sup>th</sup> day of September A.D. 1881



W. B. Baldwin Clerk  
By A. H. Coleman D.C.

In the Matter of the Partitioning } The State of Mississippi  
 the Estate of C. C. Shackelford } Madison County }  
 The Sheriff of Madison  
 County Greeting

You are hereby commanded to summons  
 J. K. Kearney, J. J. Kilman and R. M. Baldwin three discreet and  
 competent house holders of the County of Madison and state aforesaid  
 to act as commissioners to make a fair and equitable division between  
 the Heirs of C. C. Shackelford deceased of the lands left by the said  
 C. C. Shackelford deceased in the proportion of one third said lands to  
 W. P. Shackelford and two thirds to George Shackelford lying in the three  
 Counties Madison, Hinds, and Attala, and more particularly described  
 as follows to wit: those in Madison County State of Mississippi as  
 (the NW<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>2</sub> Sec. 3 T. 9. R. 2 East,) all Sec 4 T. 9 R. 2 East N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> Sec  
 9 T. 9. R. 2 East N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> and S<sup>1</sup>/<sub>2</sub> Sec 25 T. 9 R. 2 East E<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> and N<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub>  
 N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> and N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> and N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub> Sec 35 same Township and  
 Range and N<sup>1</sup>/<sub>2</sub> and N<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub> S. W<sup>1</sup>/<sub>4</sub> Sec 36 T. 9 R. 2 East and W<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> and  
 S<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub> N. W<sup>1</sup>/<sub>4</sub> and 13<sup>3</sup>/<sub>4</sub> acres off East side of North End W<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> Sec  
 30 T. 9 R. 3 East and W<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> and NW<sup>1</sup>/<sub>4</sub> and N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> and N<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub>  
 SE<sup>1</sup>/<sub>4</sub> Sec 31. T. 9 R. 3 East and SE<sup>1</sup>/<sub>4</sub> Sec 4 T. 10 R. 4 East, also 13 lots of  
 ground on the East side of Chicago St. Louis and New Orleans Road, South  
 South of the City of Canton outside of the City limits and adjoining some  
 of the lands herein set forth, also in same County and State the following  
 described lots or parcels of ground lying in the City of Canton, and  
 better described as follows to wit: E<sup>1</sup>/<sub>2</sub> of the E<sup>1</sup>/<sub>2</sub> lot 2 in Square 6 in  
 said City with stone house thereon, also <sup>3</sup>/<sub>4</sub> interest in S<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> and 30 feet off  
 the North side of lot 2 in Square 8 of said City with the Stone House thereon, also  
 a house and lot 320 feet front on Peace Street in said City and running back  
 South four hundred feet, also another lot in said City fronting Fulton Street  
 and in the South side thereof 660 feet running back four hundred feet  
 with three houses thereon, also <sup>3</sup>/<sub>4</sub> interest in the lots formerly assessed to the  
 Right of Way Company lying in the Chicago St. Louis and New Orleans Rail  
 Road in North Canton, The lot mentioned is 320 feet by 400 feet comprising the  
 dwelling house of deceased Charles Shackelford.

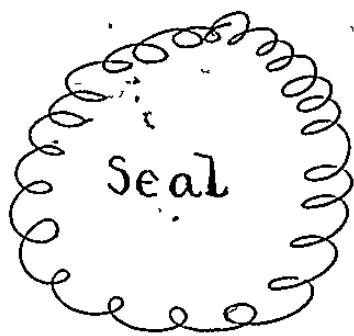
The following property in the County of Hinds, State of Mississippi; and  
 undivided interest in the following lands to wit: W<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> Sec 25 T. 5 R.  
 2 West SE<sup>1</sup>/<sub>4</sub> and S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Sec. 26 T. 5 R. 2 W. E<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> same Section  
 Township and Range and NE<sup>1</sup>/<sub>4</sub> of NW<sup>1</sup>/<sub>4</sub> and NE<sup>1</sup>/<sub>4</sub> Sec 35 T. 5 R. 2 West  
 and N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub> same Township Section and Range and W<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> Sec 36  
 and SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> Sec 36 T. 5 R. 2 West.

And the following lands in Attala County State of Mississippi to  
 wit: W<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> Sec 19 T. 15 R. 8 East and SE<sup>1</sup>/<sub>4</sub> and E<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> Sec



24 T 15 R 7 East,

But there shall be excepted out of said lands for partition the lands which have been heretofore set aside and allotted to Susan S Shackelford in the Counties of Madison and Hinds for her dower and which are described as follows to wit: In Madison County N E 1/4 + S 1/2 Sec 25 + E 1/2 N E 1/4 + N 1/2 E 1/2 S E 1/4 and N 1/2 W 1/2 N E 1/4 and N 1/2 E 1/2 N W 1/4 Sec. 35 and N W 1/4 and N 1/2 W 1/2 S W 1/4 Sec 36. all in T 9 R 2 East also 13 Lots laid off in the East Side of the Rail Road near Canton Mississippi, but outside of City limits, also lot with House and improvements thereon usually called the Shackelford residence fronting on Peace Street 320 feet and running back South to Fulton Street 400 feet and also excepting the following lands in Hinds County to wit: 26 2/3 acres in the South part of the S W 1/4 of the N E 1/4 and the W 1/2 of S E 1/4 and E 1/2 S W 1/4 Sec 26 and N E 1/4 of N W 1/4 and N W 1/4 of N E 1/4 Sec 35 all in T 5 R 2 West; and the said Commissioners having made the allotments as above directed, will make their report to the next term of this Court and you will have them and there this writ with the manure in which you shall execute the same endorsed thereon.



Witness the Honorable E G Peyton

Chancellor of the 9th Chancery District  
Sitting for said County at the Court House  
thereof on the 24th day of January 1880.

Issued the Fifth day of February 1880

Will H Bailey  
Clerk

Commissioners Oath

We J K Kearney, J J Gilman and R M Caldwell do solemnly swear that we will faithfully and impartially make the partition required of us, and that we will in all things perform the trust confided to us to the best of our skill and ability

Sworn and subscribed to before me this 5th day of Jan 1880

Will H Bailey. Pursued & C

State of Mississippi }  
County of Madison }

J K Kearney  
J J Gilman  
R M Caldwell

To the Hon E G Peyton Chancellor of the 9th Chancery District sitting and presiding in the City of Canton State and County aforesaid.

We Commissioners to make a division between the Heirs of C C Shackelford deceased of the lands left by the said C. C. Shackelford deceased in the proportion of one third of said lands to W P Shackelford

and two thirds to George Shackelford which lands are lying in the three Counties of Madison Hinds and Attala State aforesaid and are more particularly described in the writ of partition issued from the office of Chancery Clerk of the said County of Madison on the Fifth day of February A.D. 1880 do make partition as follows to wit: - To W.P. Shackelford we allot the NW $\frac{1}{4}$  and S $\frac{1}{2}$  of Sec. 3 Town. 9 R 2 E all of Sec. 4 Town 9 R 2 E and the N $\frac{1}{2}$  N $\frac{1}{2}$  Sec. 9 T 9 R 2 E Madison County also an undivided  $\frac{3}{4}$  interest in S $\frac{1}{2}$  N $\frac{1}{2}$  Lot 2 Square 8 in City of Canton in said County of Madison, also E $\frac{1}{2}$  SW $\frac{1}{4}$  Sec 24 Town. 15 R 7 E and 27 acres off West Side SE $\frac{1}{4}$  Sec 24 Town 15 R 7 E in the County of Attala State aforesaid - To George Shackelford we allot NE $\frac{1}{4}$  Sec. 36 and NW $\frac{1}{4}$  and W $\frac{1}{2}$  NE $\frac{1}{4}$  and N $\frac{1}{2}$  E $\frac{1}{2}$  SW $\frac{1}{4}$  and N $\frac{1}{2}$  W $\frac{1}{2}$  SE $\frac{1}{4}$  Sec. 31 Town 9 R 3 E. and W $\frac{1}{2}$  SW $\frac{1}{4}$  and S $\frac{1}{2}$  W $\frac{1}{2}$  NW $\frac{1}{4}$  and 13 $\frac{1}{4}$  acres off E Side of North End W $\frac{1}{2}$  NE $\frac{1}{4}$  Sec 30 Town 9 R 3 East also SE $\frac{1}{4}$  Sec. 4 Town 10 R 4 E. all in said County of Madison, also an undivided  $\frac{1}{4}$  interest in 30 feet off the North Side of N $\frac{1}{2}$  Lot 2 Square 8 in the said City of Canton also E $\frac{1}{2}$  E $\frac{1}{2}$  Lot 2 Square 6 in said City of Canton also a lot in said City of Canton + said County South of the residence lot of said Shackelford deceased fronting Gustin Street + on South side thereof 660 feet and running back to Academy Street 400 feet with houses thereon also SE $\frac{1}{4}$  Sec 24 Town 15 R 7 E less 27 acres off the West Side and W $\frac{1}{2}$  SW $\frac{1}{4}$  Sec 19 Town 10 R 8 E in the County of Attala State aforesaid.

By reason of the value of the said lands in Hinds County State aforesaid consisting in part in the well known Watering Place "Coopers Wells" a division is deemed unpracticable and it is therefore recommended that these lands be sold for partition. For a similar reason and purpose it is recommended that the  $\frac{2}{3}$  interest of said Shackelford deceased in the lots known and formerly addressed as the Right of Way Company lying on the Chicago St. Louis and New Orleans R Road in North Canton Miss. be sold.

The foregoing is adjudged a fair and equitable division of the whole lands of said deceased in the Counties aforesaid and described in said writ of partition less the dower of Susan S. Shackelford heretofore set off and excepted from division in said writ and the same is hereby accordingly made and concluded this 10<sup>th</sup> day of July A.D. 1880

J. J. Gilman  
J. K. Kearney  
R. M. Caldwell } Commissioners

State of Mississippi }  
County of Madison }

To the Hon. Ed. Peyton Chancellor of the 9<sup>th</sup> Chancery District sitting + presiding in the City of Canton State and County aforesaid We Commissioners to make division between the Heirs of C. C. Shackelford deceased of the land left by the said C. C. Shackelford in the proportion of one third of said lands to W. P. Shackelford + two thirds to

George Shackelford which lands lie in the Counties of Madison & Fincastle and Attala in the State aforesaid & are particularly described in the writ of partition issued from the office of Chancery Clerk of the said County of Madison on the 3<sup>rd</sup> day July. A.D. 1880; by order of said Chancery Court at the July term of 1880. have caused said lands of said estate of C C Shackelford deceased or so much of them as lie in said Madison Co. to be surveyed by J P George, an experienced and Competent Surveyor and a plat of same to be made accompanied by a report of the survey which is herewith filed and made a part of this report.

We the Commissioners accompanied day by day the survey and inspected carefully the character and quality of the lands and do make the partition as follows to wit: To W P Shackelford we allot the lands known as the Waverly plantation & described by the survey and map marked A herewith filed, as the S $\frac{1}{2}$  & NW $\frac{1}{4}$  section 3. (478.62 acres) (the whole of section 4 (687.76 acres) the N $\frac{1}{2}$  N $\frac{1}{2}$  of Sec 9. (159.80 acres) total 1276.18 acres all in township 9 & Range 2 East in Madison County, also an undivided  $\frac{1}{4}$  interest in S $\frac{1}{2}$  of N $\frac{1}{2}$  of Lot 2 in square 8 in the City of Canton in said County of Madison with a two story brick store thereon and described in the survey & map marked E and herewith filed.

To George Shackelford we allot lands lying upon what is known as the Round place and described particularly on the map as the survey marked B herewith filed, as follows to wit: the N $\frac{1}{2}$  of SW $\frac{1}{4}$  the S $\frac{1}{2}$  of NW $\frac{1}{2}$  of NW $\frac{1}{4}$  & 13 $\frac{1}{4}$  acres off the East side of North end of NW $\frac{1}{2}$  of SE $\frac{1}{4}$  section 30 Town 9 Range 3 East (133.90 acres) the NW $\frac{1}{4}$  & N $\frac{1}{2}$  of NE $\frac{1}{4}$  the N $\frac{1}{2}$  of E $\frac{1}{2}$  of SW $\frac{1}{4}$  & N $\frac{1}{2}$  of N $\frac{1}{2}$  of SE $\frac{1}{4}$  Sec. 31 town. 9 Range 3 East (320.20 acres) the NE $\frac{1}{4}$  Sec 36 Town 9 Range 2 East (160 acres) total 613.10 acres also SE $\frac{1}{4}$  Sec. 4 Town 10 Range 4 East (160. acres) all in Madison County & State aforesaid - the said SE $\frac{1}{4}$  Sec 4 Town 10. Range 4 East being described in said survey & map marked C herewith filed also an undivided  $\frac{1}{4}$  interest in 30 feet off the North side South $\frac{1}{2}$  of lot 2 in square 8 in said City of Canton with a two story brick store house thereon; also the E $\frac{1}{2}$  of E $\frac{1}{2}$  of lot 2, in square 6 in said City with storehouse thereon partly of brick and partly of wood; also lots in said City of Canton lying in Fulton Street and on Academy Street South of the residence lot of said C. C. Shackelford deceased, and numbered in said survey and map by J P George marked D, and herewith filed, from one to Eighteen inclusive, excepting lot numbered 17 sold to Isaac Wafford by the said C C Shackelford and conveyed by deed as appears by the land records of said County of Madison, also excepting lots numbered 9 and 25 feet off the west side of lot numbered 8 & the same having been given to Orleans Shackelford by C C Shackelford by his last will, and also excepting lot numbered 10 & 25 feet off the west side of lot numbered 11 the said C C Shackelford having given bond for title thereto to

Fansy Sanderson & the same being now in litigation in the Chancery Court of Madison County Mississippi. he or as much as the value of the property of said estate lying in the County of Hinds in the State of Mississippi, and described in the bill of partition consists of the well known watering place "Loopers Mills", and by reason of other complications, a division is deemed impracticable & it is therefore recommended that the interest of said heirs W.P. Shackelford & George Shackelford in these lands be sold for partition. It is also recommended that the  $\frac{2}{3}$  interest in the lots formerly assessed to the Right of Way Company lying on the Chicago St. Louis & New Orleans Rail Road. North of Canton as described in the Bill for partition be sold for partition division. It is further recommended that the lands of said Estate lying in Attala County & State of Mississippi to wit;  $N\frac{1}{2} SW\frac{1}{4}$  Sec 19 Town 15 Range 8 East &  $SE\frac{1}{4}$  &  $E\frac{1}{2} SW\frac{1}{4}$  Sec 24 Town 15 Range 7 East be sold for division.

¶ We Commissioners would state that the lands allotted to W.P. Shackelford have long been in Cultivation, are worn and much exhausted, destitute of timber for fencing & other plantation uses, with wood only sufficient for plantation fuel. That much of the land allotted to George Shackelford is rich covered with a magnificent growth of timber located near the City of Canton & valuable for the wood & timber & for tillage when these are removed. In our judgement the interests of the said heirs are duly adjusted in the proportion of  $\frac{1}{3}$  to W.P. Shackelford &  $\frac{2}{3}$  to George Shackelford & this division made just and equitable by assigning a greater number of acres to the one & a less to the other as is herein done, advised that practicality by drawing lots is not less imperative on the Commissioners we have waived this formula & made the allotments of the different pieces of property as seemed to us fair equitable and as desired by all parties in interest by this mode of allotment we believe the interest of all parties are as well subserved as if lots had been drawn and probably better.

Respectfully Submitted

July 12<sup>th</sup> 1881

J. K. Kearney  
 R. M. Caldwell } Commissioners  
 J. J. Gilman

Surveyors Oath

Personally appeared before me W. O. Baldwin Clerk of Chancery Court J. P. George and made oath he would faithfully and impartially make a survey of the Shackelford Lands as directed in the within order - This May 10<sup>th</sup> 1881

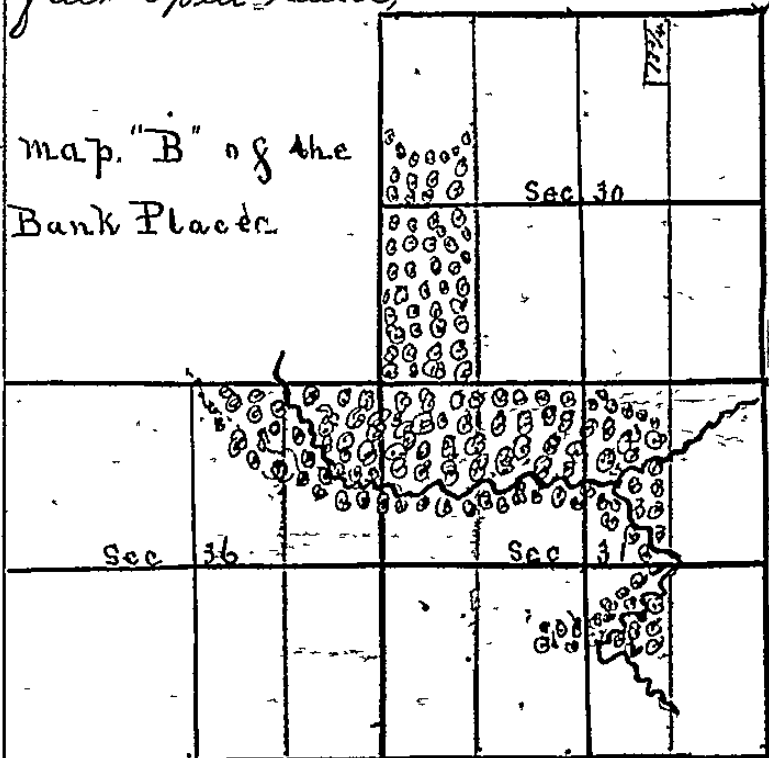
J. P. George

W. O. Baldwin  
 Chancery Clerk

Surveyors Report  
Bank Place

The Survey of the Shackelford Lands began on the 10th day of May AD 1881. The first day was consumed in making an examination of the work to be done, and in looking up a proper starting point. The North West Corner of Section 30 in Township 9 North Range 3 East, being found a well defined corner a line was run due South from this point 20.00 chains at which point a stake was set marking the North West Corner of what is known as the Shackelford "Bank Place" exclusive of the lower interest. From this point ran South 60.00 chains and set up Post Corner to Section 30 and 31 Township 9 North Range 3 East, and Section 25 and 36 Township 9 North Range 2 East. Land first quarter mile on this run open and in cultivation and of good quality. The 2nd & 3rd quarters fair woodland bottom timber valuable gum oak and hickory undergrowth cane and scrubby saplings. Thence ran West crossing Bear Creek at 19.50 chains and at 40.00 set up Corner Post in an open field. Thence South through an open hedge field 40.00 chains and set up Post in center of Stock pond S W Corner of the track, of land along this line poor & worn. Thence East 60.00 chains to a stake, Land on this line both open & woodland of fine quality. Thence South 20.00 chains through open land known as the Lee field, a body of fifty or sixty acres of fine upland and second bottom. Thence East 40.00 chains to a stake crossing Bear Creek at 22.00 at 26.00 and at 38.00 chains. Land on this run very fine bottom, timber very fine & valuable oak and hickory undergrowth heavy cane. Thence North 60.00 chains to a stake crossing Bear Creek at 18.00 and at 20.00 chains. Land on this line mostly rich bottom timber very valuable oak and hickory undergrowth cane very heavy. Thence West 40.00 chains set up a Post Land 1st quarter slightly low & wet, balance rich bottom with good timber. Thence North 60.00 chains to a stake, Land 1st quarter mile low & wet scrubby growth, balance level upland and in cultivation quality fair. Thence West 20.00 chains to the point of beginning. This ended the Survey of the Bank Place a map of which accompanies this report. About two thirds of this place is very fine woodland & balance fair open land.

J. P. George. C.S.



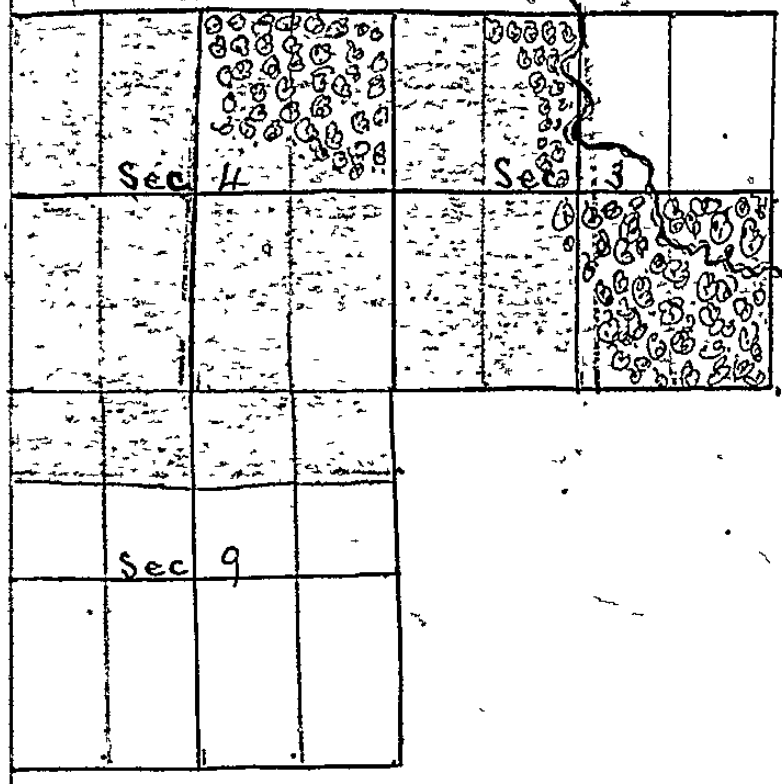


Waverly Place

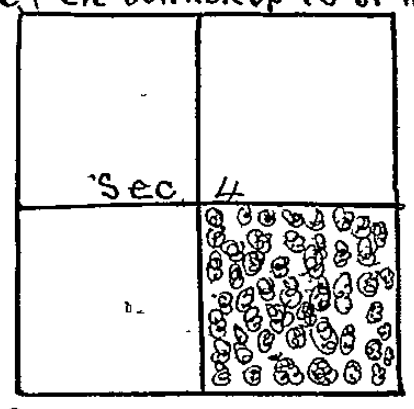
Began the survey of Waverly Place at a Post supposed to be at the center of Section 3 Township 9 North Range 2 East and ran due North 40.00 chains crossing Bear Creek at 12.00 chains at 21.00 chains at 26.00 chains and at 35.00 chains. Land on this line mostly low and wet, timber scarce, valuable timber very scarce, thence West 40.00 chains crossing Bear Creek at 37 links, set up a Post N.W. Corner of Section 3 and N.E. Corner Section 4 Township 9 North Range 2 East, land on the run 1<sup>st</sup> quarter fair woodland bottoms, timber scarce, continuing West at 80.00 chains set up a stake N.E. Corner of Section 4 of the track. Thence South 1° 16" West 99.65 chains to a stake S.W. Corner of the track, Thence East 80.00 chains to a Post in center of a road, Thence North along said road 20.00 to a stake, Thence East 80.50 chains to a Post corner to Sections 2, 3, 10 and 11, The last 40.00 Chs woodland, land level & poor. Timber scarce, oak and gum undergrowth small cane, palmetto, and green briars, Thence North between Sections 2 and 3 40.05 chains to a post crossing Creek (Bear) at 29.00 chains, Land 1<sup>st</sup> quarter good bottom, timber scarce last quarter open woods, land good, Timber East of the Creek good but not abundant, and thence West to the point of beginning. There is only about one sixth of the place woodland, in which there is very little valuable timber for building fencing or for fuel. The open land is mostly rolling upland much worn & thin. A Map of Waverly accompanies this report.

J. P. George, C.S.

Map "A" of Waverly Place



Map "C" in Township 10 N Range 4 East



Land in Township 10. N. Range 4 E.

Began the survey of this land at the corner of sections 3, 4, 9, and 10 and ran north on section line between sections 3 and 4 40.00 chains and set up half section Post, Thence West 40.00 to a stake thence South 40.00 chains to a post on section line between sections 4 and 9 and thence East 40 chains to place of beginning. This quarter section is entirely woodland. The land is rolling upland this is black sandy, free & productive while fresh. Timber Oak, Hickory and Blackjack undergrowth thick bushes, A Map of this place accompanies this report.

J. P. George

C.S.

Town Lots

The Survey of these Lots began at the NE corner at a stake, from thence a line was run west along Fulton Street 660 feet to a cross Street running South between said lots to the old grave yard, Thence South 400 feet to Academy Street thence East along Academy Street 660 feet & thence North 400 feet to point of beginning. This plot of Land as will be seen by accompanying map was divided into 18 Lots fronting respectively on Fulton and Academy Street, each lot having 75 feet front, except the two center ones which have only 60 ft front. There are small buildings on Lots 1, 6, 9, 10 and 17

J. P. George - C. S.

Map D Town Lots

Fulton Street									
75 ft	75 ft	75 ft	75 ft	60 ft	75 ft	75 ft	75 ft	75 ft	75 ft
9	8	7	6	5	4	3	2	1	200 ft
10	11	12	13	14	15	16	17	18	200 ft
Academy Street									

Lots on Court Square

The lots on the Public or Court Square were now located, and are described as follows. The S 1/2 of the N 1/2 of Lot No 2 square 8 & 30 feet off of the North side of the S 1/2 of Lot 2 square 8; Also the E 1/2 of the E 1/2 of Lot No 2 square 6 all in the City of Canton.

The Survey of the Shackelford property was now completed, The Chain Carriers throughout the whole of the Survey were duly sworn, and have all been paid their fees in full

J. P. George

Surveyor

Map "E" Town's Lots

Public Square

Peace Street				
Lot 4	Lot 3	Square 6	Lot 2	Lot 1
George Shackelford				

Liberty Street	Lot 1
	WP George Shackelford
	George Shackelford
	Square 8 Lot 3
	Lot 4

State of Mississippi }  
 County of Madison } This day before me personally appeared J P George  
 Surveyor, Lindsey Meek, Jim Jackson, Jim Garrison, J. J.  
 Brittain, John Beal, Heram Taylor, J. T. Brittain Chain carriers who upon oath say  
 that they will perform their respective duties honestly impartially, and well & truly  
 in the matter of partition & survey of the lands of C C Shackelford deceased, between  
 Wm P. Shackelford & Geo Shackelford.

Sworn to & subscribed before me on this the 10th day of May A D 1881  
 J. K. Kearney, Commissioner

J. P. George - Surveyor  
 Lindsey Meek  
 Jim Garrison  
 Jim Jackson  
 J. T. Brittain  
 J. Y. Brittain  
 John Beal  
 Heram Taylor  
 Chain Carriers

Also appeared before me personally Roscoe Horton & Charley Mitchell. Chain Carriers who upon oath say  
 that they will perform their duties honestly faithfully & impartially in the matter of  
 the survey & partition of the lands of C. C. Shackelford decd. between W. P. & George  
 Shackelford

Sworn to and subscribed before me on this the 23rd day of May A D 1881  
 J. K. Kearney, Commissioner

Roscoe Horton  
 Charley Mitchell  
 Chain Carriers

State of Mississippi }  
 County of Madison } This day before me personally appeared M. S. Bacon  
 and Green Howard Chain Carriers who upon oath  
 say that they will perform their duties honestly impartially  
 and well & truly, in the matter of the partition and survey of the lands of C C Shackelford  
 decd. between W. P. Shackelford & Geo Shackelford.

Sworn to and subscribed before me on this the 29th day of May A D 1881  
 J. K. Kearney, Commissioner

M. S. Bacon  
 Green Howard  
 Chain Carriers

Also appeared before me personally John Anderson who upon oath says that he will perform his duties faithfully  
 impartially, and well and truly in the matter of the partition and survey  
 of the lands of C. C. Shackelford decd. between W. P. and George Shackelford

Sworn to and subscribed before me on this the 9th day of June A D 1881  
 J. K. Kearney, Commissioner

John Anderson  
 Chain Carriers

In the matter of the Report of the Commissioners  
 Appointed by the Chancery Court of Madison  
 County, on the 24<sup>th</sup> day of January AD 1880  
 to make partition of certain lands mentioned  
 in the Bill for partition filed in this cause  
 wherein S. S. Shackelford Guardian and others  
 were Complainants and Wm P Shackelford defendants

This matter coming on this day  
 to be heard, it appears to the Court by a decree of this Court at the January  
 term AD 1880, that J. J. Gilman, J. K. Kearney and R. M. Caldwell were  
 appointed Commissioners to partition the lands of which C. C. Shackelford  
 died seized and possessed, and that at the July term of said Court said  
 Commissioners filed a report which was incomplete, and said report was  
 upon motion for confirmation continued until the present term of this  
 Court in order that a supplemental report should be made, and that a  
 survey of the premises to be partitioned should be had in due form and  
 that the filed notes, maps and surveys of said lands should be had and  
 filed in due form of law, and the affidavits of Chain bearers and Surveyor  
 and in now appearing to the Court that said original and supplemental  
 report of said Commissioners are on file & that the filed notes & maps of  
 the Surveyor made in this matter are up on file and that the Commissioners  
 took the oath of office as required by law, and that also the required  
 oath was taken by the Surveyor, and that the Chain bearers were duly  
 sworn, and that their oaths & those of the Commissioners & Surveyor were  
 duly made and that they are on file in this cause, and it further appear-  
 ing that said Commissioners have in due form of law in both the  
 proceedings reported in their original and supplemental reports made the  
 same partition of said lands between George Shackelford and Wm P  
 Shackelford the minor and adult heirs of said C. C. Shackelford deceased  
 and that said lands were divided in strict accordance with law, and  
 and in the proportion of one third of the same in value to Wm P Shackelford  
 and two thirds to Geo Shackelford and it further appearing that the said  
 continued report and the supplemental report now on file are <sup>one</sup> the same  
 and are in fact but one report and that the same has been continued  
 until this term of the Court for final action, and it now appearing that  
 said partition is in all respects correct, it is ordered adjudged and  
 decreed that so much of the said report as actually partitions between  
 said parties any part of said lands, be and the same is hereby confirmed  
 and it is further ordered the same having been reported by said Commis-  
 sioners as the part of said lands set aside to George Shackelford  
 that the described lands be and the same are under and by  
 virtue of said partition and the power of this Court set aside

and partitioned to said Geo: Shackelford and title to the same fully & legally vested in him, and that all title of W.P. Shackelford be and it is hereby divested out of the same and vested in said Geo: Shackelford. Said lands being described in full as follows viz - Madison County and State of Mississippi known as the Basin Place and described in map of this survey marked "B" filed herewith land number description as follows viz -  $\frac{1}{2}$  NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  & the S  $\frac{1}{2}$  NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  and  $(13\frac{3}{4}$  acres off the East side of the North end of NW  $\frac{1}{2}$  NE  $\frac{1}{4}$  Section 30 T. 9. R. 3. East)  $(1133\frac{9}{10}$  acres) & the NW  $\frac{1}{4}$  + NW  $\frac{1}{2}$  NE  $\frac{1}{4}$  N  $\frac{1}{2}$  E  $\frac{1}{2}$  S  $\frac{1}{4}$  N  $\frac{1}{2}$  W  $\frac{1}{2}$  SE  $\frac{1}{4}$  Sec. 31 Town 9. R. 3. East (320 acres) the NE  $\frac{1}{4}$  Sec. 36 T. 9. R. 2. East (160) acres set forth on the surveyors map marked "B" also SE  $\frac{1}{4}$  Sec 4 T. 10. R. 4 East, the said SE  $\frac{1}{4}$  Sec. 4 T. 10. R. 4 East being described on surveyors map marked exhibit "C" herewith filed, also an undivided  $\frac{3}{4}$  in 30 feet off of North side of South  $\frac{1}{2}$  of lot 2 in square 8 in the City of Canton, County and State aforesaid, with a two story brick house erected thereon, also the E  $\frac{1}{2}$  of the E  $\frac{1}{2}$  of lot 2 in square 6 in said City, County and State with stone houses thereon partly of brick and partly of wood, as set forth on map "H" of survey, also lot in said City County and State lying on Fulton Street and on Academy Street South of the residence lot of said C.C. Shackelford and marked & numbered on the map of this survey herewith filed marked "D" from one to eighteen inclusive excepting lot no 17 sold to Isaac Wofford in the lifetime of said C.C. Shackelford, also excepting lot no 9 & 25 ft off of the west side of lot numbered 8; the same having been given to Orlean Shackelford by said C.C. Shackelford in his lifetime, and also excepting lot no 10 & 25 feet off of the west side of lot numbered (11) eleven the said C.C. Shackelford having given a title bond to same in his lifetime to one Nancy Sanderow & the same being now in litigation in the Chancery Court of Madison County, Mississippi.

And it is further ordered adjudged and decreed that the partition as made by said Commissioners to said W.P. Shackelford be and the same is hereby confirmed, and that in pursuance of said partition and under the power of this Court, the title to the partitioned to said W.P. Shackelford be and the same is hereby fully vested in him alone, and all title of Geo: Shackelford divested out of same said lands lying and being in the County of Madison State of Mississippi, and better known and described as follows viz - A plantation known as the waverly place the map of which marked "A" by the surveyor is herewith filed and described by land numbers as follows viz - S  $\frac{1}{2}$  + NW  $\frac{1}{4}$  Sec 3 (478.62 acres) the N  $\frac{1}{2}$  N  $\frac{1}{2}$  Sec 9 T. 9. R. 2. East (159.80) acres, and the whole of Section (4) from Davis Township Range, in all 1276.18 acres as set forth in surveyors map marked "A"; also an undivided  $\frac{3}{4}$  interest in S  $\frac{1}{2}$  N  $\frac{1}{2}$  lot 2 in square 8 in the City of Canton in said County and State, with a two story brick stone house thereon and described on surveyors map marked "F"



The solicitor's fee of one hundred & fifty dollars named herein has been fully paid as is hereby certified.

and herewith filed, and all of which maps heretofore set forth & description thereof are made parts of this decree. As to the balance of the lands asked to be partitioned by the Complainants herein, it is deemed best by the Court not to order the partition of the Coopers Well property in Hinds County of which said C.C. Shackelford died seized and possessed of an undivided interest, and also of the Right of Way property in Canton, which said properties will therefore remain vested in said Geo & W.P. Shackelford jointly as they now are; the lands lying and being in Attala County and State of Mississippi N<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> Sec. 19 S<sup>1</sup>/<sub>4</sub> R 8 East; S<sup>1</sup>/<sub>4</sub> E<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>4</sub> Sec. 24 T<sup>1</sup>/<sub>5</sub> R 7 East it is manifest cannot be divided in the interest of all parties, and hence had best be sold; therefore it is ordered by the Court that John W. Geargand Esquire is appointed a Commission to sell said lands after advertising the time & place for the sale of the same in any newspaper published in Attala County for 3 weeks before sale; and he shall sell said lands for Cash, and shall divide the sales of said lands between George Shackelford and W.P. Shackelford in the proportion of one third to W.P. Shackelford & two thirds to George Shackelford & shall make report of the same to this Court, and it is further ordered by the Court that the costs accruing in this partition such amounting to the sum of \$18.00 to the Clerk of this Court and the sum of \$7.00 to J.P. Priestley & \$100.00 to J.P. George Surveyor, and the Commissioners fees \$180.00 & Chain Carriers fees \$32.00 in all \$325.00 as taxed in the bill of costs and the same hereby ordered to be paid 2/3 by Geo Shackelford or his Guardian for him & 1/3 by W.P. Shackelford, and that the sum of one hundred and fifty dollars, be and the same is hereby allowed to Fort & Powell Solicitors for Complainants to be paid 1/3 by W.P. Shackelford and 2/3 by Geo W. Shackelford or his Guardian for him, and that the said Solicitors fee be paid out of Cash sales if any, or be and remain a lien upon the lands herein partitioned as declared by Statute = Ordered, Adjudged and decreed this the 23<sup>rd</sup> day of July A.D. 1881.

E.G. Peyton  
 Chancellor

The State of Mississippi }  
 County of Madison } Do the Sheriff of Madison County  
 Mississippi - Greeting

You are hereby commanded to summon J. N. Holliday, Thos L. Holliday, Thos J. Love and B. F. Muse - four (4) discreet and competent householders of the County of Madison and State of Mississippi, to act as Commissioners to make a fair and equitable partition of the following lands viz -  
 The  $\frac{1}{2}$   $\frac{1}{4}$  Sec 12 Town 9 Range 3 East  $\frac{1}{2}$  NW  $\frac{1}{4}$  Sec 15 Town 9 Range 3 East and 36 acres off of SE  $\frac{1}{4}$  Sec 16 Town 9 Range 3 East, and W  $\frac{1}{2}$  E  $\frac{1}{2}$  NW  $\frac{1}{4}$  and W  $\frac{1}{2}$  NW  $\frac{1}{4}$  Sec. 3 Town 9 Range 4 East, and N  $\frac{1}{2}$  E  $\frac{1}{2}$  NW  $\frac{1}{4}$  and 10 acres off of the East Side of W  $\frac{1}{2}$  NW  $\frac{1}{4}$  Section 4 Township 9 Range 4 East and E  $\frac{1}{2}$  NE  $\frac{1}{4}$  less 10 acres off of the North East Corner of Sec. 5 Township 9 Range 4 East situated in said County & State into 8 Shares amongst the following claimants and in the following proportion - to wit;

To E. H. Stark	One Share ( $\frac{1}{8}$ )
" Thos H. Stark	One Share ( $\frac{1}{8}$ )
" Sallie Stark	One Share ( $\frac{1}{8}$ )
" Lou Stark	One Share ( $\frac{1}{8}$ )
" Mary L. Prichard	One Share ( $\frac{1}{8}$ )
" W. W. Stark	One Share ( $\frac{1}{8}$ )
" Joe J. Stark	One Share ( $\frac{1}{8}$ )
" Edward H. Stark	One Share ( $\frac{1}{8}$ )

and in making said partition, said Commissioners shall have due regard to the situation, quality, quantity and advantages of each share, so that they may be equal in value as nearly as may be possible, according to the respective rights of each and all the parties, and said Commissioners shall report their action to next term of this Court (3<sup>rd</sup> Monday in July 1881) for confirmation.



Given under my hand and the Seal of the Chancery Court this the 2<sup>nd</sup> day of January ad 1881  
 Will. H. Bailey

Clark

### Commissioners Oath

We J. N. Holliday, Thos L. Holliday, Thos J. Love and Benj. Muse do solemnly swear that we will faithfully and impartially make the partition required of us, and in all things perform the trust confided upon us to the best of our skill and ability

Sworn to and subscribed  
 before me this 3<sup>rd</sup> day of  
 March ad 1881

Will. H. Bailey Clerk

By Jno Russell

J. L. Holliday

B. F. Muse

Thos J. Love

J. N. Holliday

Commissioners

Commissioners Report

To the Hon. E. K. Ripston Chancellor of the 9<sup>th</sup>  
Chancery Dist. State of Mississippi.

We the undersigned Commissioners appointed by your Hon. Court to make partition of certain lands, described in our Commission herewith attached, among the parties therein mentioned, beg leave to report that in pursuance of the order in said Commission, we met on the premises described, on the 3<sup>rd</sup> day of March A.D. 1881 with J. P. George the County Surveyor and R. K. Divine, D. C. Wood, J. O. Hayden & Arley Byars Chain Carriers, who were duly sworn as appears from affidavit attached, and after a survey & plat of the place were made, we proceeded to make the allotment into Eight lots, as equal to each other as possible, having due regard to the quality, to the open land & to the woodland as will appear by the Plat of the Surveyor, a copy of which will accompany this report, also dividing as equally & fairly as we could the buildings that were on the place, Your Commissioners now proceeded to number said lots from one to Eight consecutively & to place these numbers, one each on Eight separate slips of paper which were put into one hat. The names of the Eight Claimants, were then written on Eight separate slips of paper & placed in another hat, and were drawn out by an intelligent little girl of ten years at the request of the Commissioners & resulted as follows to wit:

Mary L. Prichard drew Lot No 1 - Dwelling near house, stable and double frame building in field  
 Est. Stark " Lot No 2 - With Skin House & fixtures  
 Lou Stark " Lot No 3 - House in S.E. Corner of yard and small frame house in field south of Dwelling.  
 W. W. Hart " Lot No 4 - Framed House in house lot  
 Sallie Hart " Lot No 5 - House in house lot near the Stables  
 Joe H. Hart " Lot No 6 - Richards House  
 Thos. H. Hart " Lot No 7 - Double frame house north of Public Road  
 Edward H. Hart " Lot No 8 - House on lot No 1 south side of yard

Your Commissioners have the pleasure to report that the above partition as far as they are aware is satisfactory to all the Claimants, and that the Surveyors & Chain Carriers fees have all been paid, our own fees are for 5 days attendance which at \$25<sup>00</sup> per day amounts, for each of us to \$125<sup>00</sup> Dollars, all of which we beg most respectfully to submit to your Honor

J. N. Halliday } Commissioner  
 J. L. Halliday } Commissioner  
 Thos. J. Love } Commissioner

Surveyors Oath

I J.P. George do solemnly swear that I will faithfully and impartially survey the Hawk Place, and in all respects perform the duty imposed on me to the best of my skill and ability

Sworn to & subscribed before me this 3<sup>rd</sup> day of March 1881. J.P. George  
W.H. Bailey Clerk  
By John C. Russell DC

Chain Carriers Oath

We the undersigned Chain Carriers in the survey of the Hawk Place do solemnly swear that we will discharge our duty as chain carriers in this survey, faithfully and impartially to the best of our skill & ability

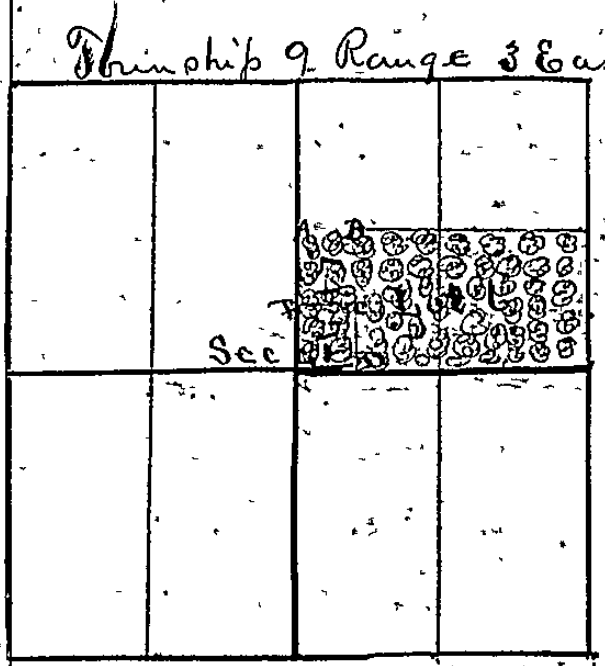
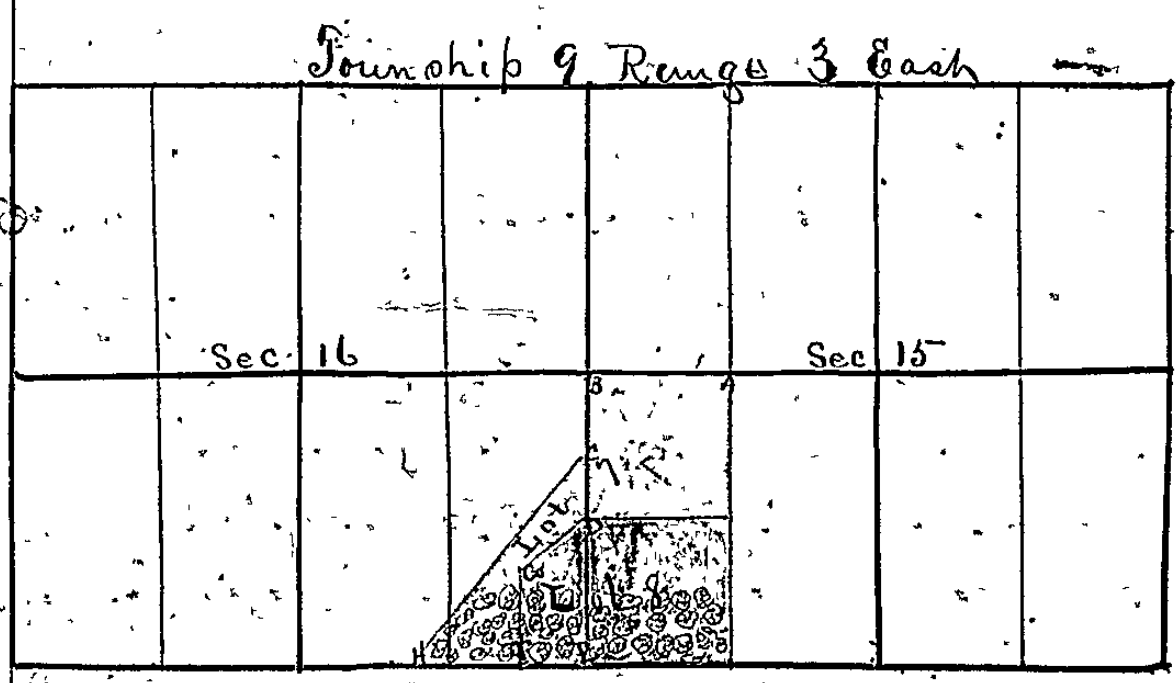
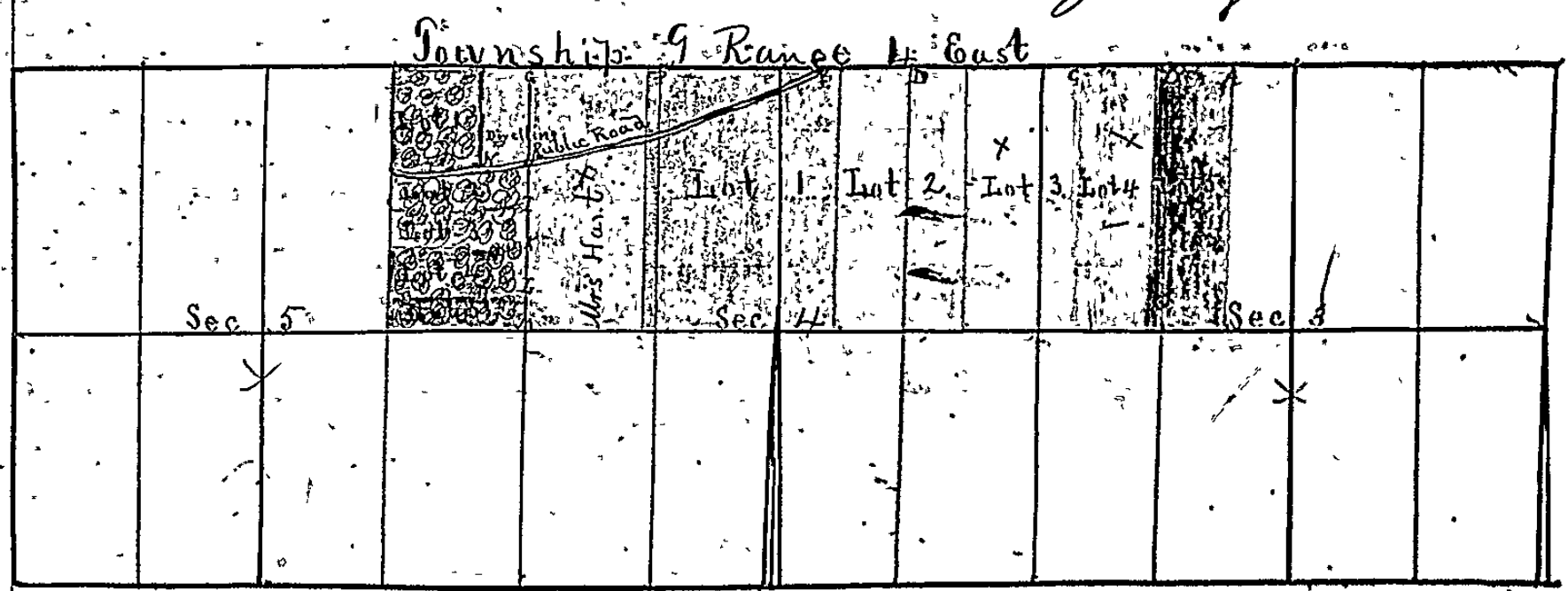
Sworn to and subscribed before me this 3<sup>rd</sup> day of March AD 1881 J.P. George County Surveyor  
R.K. Devine  
Geo. Offaden  
C.M. Byars  
David E. Wood } Chain Carriers

Surveyors Report

The survey of the Hawk place began on the 3<sup>rd</sup> day of March AD 1881 and was continued from day to day until completed. The survey was started at the North East Corner of Section 3 Town 9 Range 4 East & running west on the Township line 50.00 chs, the North East corner of the Hawk track was established by planting a post, the letter (A) on the map accompanying this report, designated the point. From thence continuing west 12.16 chs. placed another post at (B) continuing west 12.16 chs another post was planted at (C) thence west 17.75 chs to a post at (D) thence west 17.75 chs to a post at (E) & thence west 30.20 chs to a post at (F) At this point the Hawk land intervened, the corners of which being established as was necessary for the survey the woodland north of the public road; in the north end of the E 1/2 of N 1/4 of Sec 5 was measured, starting now at the point (A) where section line crosses the public road, we ran south on section line 8.50 chs to a post & thence on the south planting a post at each run of 8.50 chs to the corner of said eighth of land, designated by the letter (H) From each of the points where posts were planted & which are designated on the accompanying map by letters, lines were staked out, separating the lots from each other, and this completed the survey of the lands in Township 9 Range 4 East. Proceeded now to Township 9 Range 3 East & after locating the South half of the North East quarter of Section 12. We proceeded to cut off from the west end of said eighth 15 acres which was again divided into two separate lots of 7.50 acres each by locating this eighth of land two distinctly marked lines were formed at the western boundary. I am clearly of the opinion that the one farthest west is the correct line going now to the lands in Section 15 & 16, in Township 9 R 3 East, began the survey

at an established post at the N.E. corner of the W<sup>1</sup>/<sub>2</sub> of SW<sup>1</sup>/<sub>4</sub> of Section 15 & ran West 2405  
 chains to section line. thence South 20.00 chs to a post at (D) at which point a line  
 was staked out East to (I) dividing the lots 7 & 8. From (D) ran South to Section Corner  
 (E). thence West 10.00 chs thence North 10.00 chs & thence due North East to Section  
 line at (D) completing lot no 8. From (D) ran North 70.0 to an old hedge & planted  
 post at (C) from which a line was traced due South West to Section line H Northern bound  
 ary of Section 16, and this completed the survey of the tract. I have the pleasure  
 to report to your Hon that the Surveyor & Chain carriers fees have been paid

Respectfully Submitted  
 J.P. George





E. H. Hart et al }  
 vs. { 1842 } Trial Decree in Chancery  
 W. H. Hart et al }

The Motion to confirm the report of the Commissioners J. N. Halliday, J. L. Halliday & Thos J. Love who were appointed to make partition of Certain Lands herein after described between Mary L. Prichard, E. H. Hart, Lou Hart, W. W. Hart, Sallie Hart, Joe J. Hart, Thos. H. Hart, & Edward H. Hart. Coming on for hearing & it appearing to the Court that said Commissioners did before entering upon the discharge of their duties take & subscribe the oath required by law & did there cause a survey to be made of the said lands which they were ordered to partition. Viz—

The  $5\frac{1}{2}$  NE  $\frac{1}{4}$  Section 12 Township 9 Range 3 East & NW  $\frac{1}{4}$  Section 15 Township 9 Range 3 East, And 36 acres off of the SE  $\frac{1}{4}$  Sec 16 Township 9 Range 3 East And NW  $\frac{1}{2}$  E  $\frac{1}{2}$  NW  $\frac{1}{4}$  & NW  $\frac{1}{2}$  NW  $\frac{1}{4}$  Section 3 Township 9 Range 4 East and NE  $\frac{1}{4}$  & E  $\frac{1}{2}$  NW  $\frac{1}{4}$  and 10 acres off of the East side of the NW  $\frac{1}{2}$  of NW  $\frac{1}{4}$  Section 4 Township 9 Range 4 East & E  $\frac{1}{2}$  NE  $\frac{1}{4}$  less 10 acres off of the North East Corner of Section 5 Township 9 Range 4 East situated in Madison County State of Mississippi. And it further appearing that said Commissioners did previous to the survey administer the oath to the Surveyor & to the Chain Carriers as required by law as shown by said report of Commissioners on file, and the said Commissioners having laid off said lands into Eight shares & numbered them as required by law, and did also number said shares & did also make a true field book of said lands & also a map of the lands on which the several shares are laid down & numbered as required which are filed with their said report. After which the said Commissioners did then proceed in a public manner to make an allotment by ballot of the several shares of the said tract of lands among the several persons above named as they were herein ordered & directed by the order of this Court as appears by report of said Commissioners of which said balloting & proceedings the said Commissioners have made & full & complete report & Certificate as required by law all of which is now on file herein, And it further appearing that under said proceedings the said Commissioners allotted to Mary L. Prichard Lot No one embracing the following lands of said tract above described; Viz— 20 acres out of the North West Corner of the E  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of Sec 5 Township 9 Range 4 East beginning at  $67\frac{3}{100}$  chains west of N.E. Corner of said Sec 5 and running West  $13\frac{33}{100}$  chains thence South to the public road thence East along said Road  $13\frac{33}{100}$  chains & thence North  $15\frac{00}{100}$  to the point of beginning, And 10 acres off of the East side of the W  $\frac{1}{2}$  of NW  $\frac{1}{4}$  The E  $\frac{1}{2}$  of NW  $\frac{1}{4}$  & W  $\frac{1}{2}$  of W  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of Section 4 Township 9 Range 4 East. And it appearing that there was allotted to the said E. H. Hart Lot No 2 embracing the following lands; Viz— The E  $\frac{1}{2}$  of W  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of Section 4 Township 9 Range 4 East, And  $38\frac{75}{100}$  acres off of the West side of E  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of Section 4 Township 9 Range 4 East and 17

acres out of the E 1/2 of N E 1/4 of Section 5 Township 9 Range 4 East, beginning in the center of the Road on Section line dividing Sections 4 + 5 + running South 85° chains thence west 20.00 chains thence north to the public road thence east along the said public road to the beginning containing 104 5/8 acres.

And it appearing that there was allotted to the said Law Stark who has since married D. H. Gilmer Lot 203 embracing the following lands viz - 17 acres out of the E 1/2 of N E 1/4 of Section 5 Township 9 Range 4 East - beginning on Section line between Sections 4 + 5. 85° chains South of the public road + running South 85° chains, thence West 20.00 chains, thence North 85° chains + thence East 20.00 chains to the beginning + E 1/2 of N E 1/4 of Section 4 Township 9 Range 4 East - less 38 5/8 acres off of the West side thereof, and 26 9/10 acres off of the West side of the W 1/2 of N W 1/4 of Section 3 Township 9 Range 4 East - containing 104 5/8 acres. (And it appearing that there was allotted to said W. W. Stark Lot 206 embracing the following lands

viz - 17 acres out of the E 1/2 of N E 1/4 of Section 5 Township 9 Range 4 East beginning on Section line dividing 4 + 5 - 17 chains South of the public road and running South 85° chains - thence West 20° chains - thence north 85° chains, thence East to the beginning 20.00 chains,, And the W 1/2 of N W 1/4 less 26 9/10 acres off of the West side + less 10 5/8 acres off of the East side of Section 3 Township 9 Range 4 East containing 77 acres

And it appearing that there was allotted to said Sallis Stark Lot 205 embracing the following lands viz - 17 acres off of the South end of the E 1/2 of N E 1/4 of Section 5 Township 9 Range 4 East, and the W 1/2 of E 1/2 of N W 1/4 + 10 3/10 acres off of the East side of the W 1/2 of the N W 1/4 of Section 3 Township 9 Range 4 East, containing 77 acres. And it appearing that there was allotted to the said Joseph Stark Lot 206 embracing the following lands viz - The S 1/2 of the N E 1/4 less 15 acres off of the West end of Section 12 Township 9 Range 3 East containing 57 3/10 acres, and it appearing that there was allotted to Thomas Stark Lot 207 embracing the following lands viz - 75° acres rectangular 10.00 chains, North + South by 7 5/8 chains East + West

out of the North West Corner of the S 1/2 of W 1/2 of the N E 1/4 Section 12 Township 9 Range 3 East, and the N 1/2 W 1/2 of S W 1/4 of Section 15 Township 9 Range 3 East + 21 acres out of the S E 1/4 of Section 16 Township 9 Range 3 East beginning at a post 37.00 chains North of the South East Corner of Section 16 + thence running South West to the Section line, thence East 17.00 chains thence North 10.00 chains, thence North East to the Section line + thence North 7.00 chains to the point of beginning containing 68 5/8 acres, and it appearing that there was allotted to the said Edward Stark Lot 208 embracing the following lands viz - 75° acres rectangular 10.00 chains North + South by 7 5/8 chains East + West out of the South West Corner of the S 1/2 of N E 1/4 of Section 12 Township 9 Range 3 East + 15 acres out of the South East Corner of Section 16, beginning at the South East Corner of said Section + thence running West 10.00 chains, thence North 10.00 chains - thence North East to Section line - thence South 20.00 chains to the Section Corner, containing 62 5/8 acres. And it further appearing that said Commissioners did all things required of them herein by law + there being no

Handwritten notes and scribbles on the left margin, including the word "Dalla" written vertically.

also 40 a. J. H. S. 49. 22. 15  
 62 5/8 acres. And it further appearing that said Commissioners did all things required of them herein by law + there being no

exceptions or objections to the partition herein made & reported to this Court & it further appearing that said partition so made ought to stand & the report ought to be confirmed - It is therefore ordered and decreed that said partition so made shall stand & the same is confirmed & the report thereof is confirmed & adopted and it is further ordered, decreed & adjudged that each of the respective persons above named from this day hence be invested with full & complete title to all that portion of the lands which has been allotted to them respectively & each one of said persons shall from this day hence be divested of all title to all that portion of the said lands which were not so allotted to them as their respective shares thereof. That is to say that the persons above named shall each have full title to the lands allotted to them respectively & they shall not have any title to any portion of said lands not so allotted to them & it is further ordered that the said complainants & defendants pay the costs herein each party herein paying one eighth of said costs,

Ordered adjudged & decreed this July 20. 1881

E. G. Peyton  
Chancellor

O. S. Miller  
Do { Trust of Trust  
Robt Womack Trustee  
Do secure  
Robt. Caldwell

Filed for record September 14<sup>th</sup> 1881 At 5 o'clock P.M.  
Recorded September 16<sup>th</sup> 1881  
In consideration of my indebtedness to R. M. Caldwell in the sum of One thousand dollars by my promissory note of this date falling due the first day of January A.D. 1882 I have this the

13<sup>th</sup> day of September 1881 sold aliened and conveyed to R. B. Womack Trustee herein to secure said debt the following described property to wit S 1/2 S E 1/4 of Sec. 17; N 1/2 N E 1/4 of Sec. 12; S W 1/4 of N E 1/4 of Sec. 12; S E 1/4 of N E 1/4 of Sec. 13 in T. 8 R. 3 East in Madison County Mississippi and Lot No 5 in the City of Canton in said County bought by me from James Smith & for greater certainty of description reference is made to the deeds of said Smith to me dated the 18<sup>th</sup> day of Nov. 1878 and 13<sup>th</sup> day of August 1880 and of record in Books 00 & A A in said County but this deed is made in trust to secure the payment of the above debt and in default of payment at maturity it shall be the duty of the trustee herein to advertise the above property by written Posters for thirty days and sell the same in front of Court House for Cash and apply the proceeds of said sale to the payment of said debt and execute deeds to the purchasers thereof - It is further agreed that in the event of the failure of the trustee herein from any cause to act the said Caldwell may in writing appoint

Satisfies in full -  
R. M. Caldwell  
July 18<sup>th</sup> 1882

another trustee to carry out the purposes here of.

Witness my hand and signature this day and date above written

O. S. Miller

State of Mississippi }  
Madison County } ss

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



Given under my hand and official Seal at office this 13<sup>th</sup> day of September A.D. 1881.

W. O. Baldwin Clerk

Robt. Caldwell (Filed for record Sept 7<sup>th</sup> 1881 at H. P. R. Recorded Sept 16<sup>th</sup> 1881)

To } Deed  
Gus Hoover } In consideration of the sum of seventy five dollars paid me this day by Gus Hoover I hereby sell alien and convey to said Hoover his heirs and assigns

the following real estate situated in the City of Canton in Madison County Miss. bounded on the East by a lot formerly owned by E. Potts, on the West by Mrs. O'Rourke lot - on the South by a lot owned by Thos. Junior - on the north by a street running East & West dividing the above lands from a lot owned by Mrs. Otter in her life time containing about 1/4 of an acre, and it is the intention of the grantor herein to warrant and defend the title to the above lot as far as the title thereunto is vested in him by a deed to said grantor executed by S. P. Caldwell as trustee dated the 3<sup>rd</sup> of Jan 1881 in book of deeds in said County O. O page 430 and the warranty is to extend no further - Witness my hand & obligation this 30<sup>th</sup> day of August A.D. 1881

Robt M Caldwell

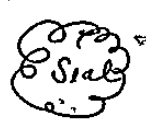
State of Mississippi }  
Madison County } ss

Personally appeared before the undersigned Clerk of Chancery Court of the said County the within named Robt. M. Caldwell, 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 7<sup>th</sup> day of September A.D. 1881

W. O. Baldwin  
Clerk

E. M. Alford } Filed for record Sept 14<sup>th</sup> 1881 at 11 AM. Recorded Sept 14<sup>th</sup> 1881  
 Do } Deed.  
 W. P. Alford } Known all men by these presents that: E. M. Alford  
 of the County & State aforesaid for and in consideration  
 of the sum of Five Hundred Dollars, Secured by promissory  
 note bearing even date herewith to wit 29<sup>th</sup> Sept 1880 upon the delivery of  
 this deed, have bargained, sold & conveyed, & by these presents do hereby, bargain  
 grant & sell & convey to W. P. Alford his heirs & assigns forever, all that certain  
 pieces or parcels of Land situated & lying in the County & State aforesaid & known  
 and numbered as follows: All of N<sup>o</sup> 1/4 of N<sup>o</sup> 1/4 of Sec. 14 lying East of Robinson's Road  
 and N<sup>o</sup> 1/2 of Lot 3, and N<sup>o</sup> 1/2 of Lot 2, in Sec. 13, in Township 7 Range 2 East, containing  
 one Hundred acres, more or less with all the improvements & appurtenances thereto  
 belonging or anywise appertaining & the said E. M. Alford covenants & agrees to  
 warrant & defend the title to said premises to said W. P. Alford his heirs and assigns  
 against any and claimants, lawfully claiming the same, except taxes due from  
 & after this date 29<sup>th</sup> Sept A. D. 1880;



In witness whereof I herunto set my hand and Seal  
 E. M. Alford

State of Mississippi }  
 Madison County } Personally appeared before me a Justice of the  
 Peace of the said County, the within named E. M. Alford  
 who acknowledged that he signed, sealed and delivered the foregoing deed  
 on the day and year therein mentioned as his act and deed,  
 Given under my hand and Seal at office this 2<sup>nd</sup> day  
 of October A. D. 1880  
 R. E. Andrews J. P.



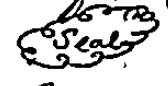
S W Russell } Filed for record Sept 16<sup>th</sup> 1881 at 1 PM  
 and Sarah A. Russell } recorded Sept 16<sup>th</sup> 1881  
 Do } Deed  
 Robt D Allen } This Indenture made and entered into this the 16<sup>th</sup> day  
 of September A. D. 1881, by and between S W Russell and  
 Sarah Amelia Russell of the first part and Robert D  
 Allen of the second part, all of the County and State aforesaid, Witnesseth  
 that the parties of the first part for and in consideration of One Hundred (\$100.)  
 Dollars to them in hand paid by the said party of the second part, the  
 receipt is hereby acknowledged, have granted, bargained, sold and conveyed  
 and by these presents do grant bargain and sell and convey unto the said  
 party of the second part his heirs and assigns the following described land  
 situated in the County of Madison & State of Mississippi to wit, the N<sup>o</sup> 1/2 E<sup>o</sup> 1/2  
 N<sup>o</sup> W<sup>o</sup> 1/4 Sec. 28. T 12. R 4 East with all and singular the appurtenances and  
 hereditaments therunto belonging or in anywise appertaining. To have  
 and to hold unto him the said party of of the second part his heirs and



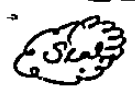
assigns forever, and the said parties of the first part agree and bind themselves to warrant and forever defend the title to the above described property to him the said party of the second part and to his heirs and assigns against any and all lawful claims whatsoever.

In testimony whereof the said parties of the first part haveunto set their hands and affix their seals the day and year first above written

S W Russell



S A Russell



State of Mississippi  
Madison County

Personally appeared before the undersigned Clerk of the Circuit Court in and for said County, Susan W Russell and Sarah Amelia Russell, whose names appear in the foregoing instrument and acknowledged that they signed, sealed and delivered the same on the day and year therein mentioned as their act and deed.



Given under my hand and official seal at office in the City of Canton this the 16<sup>th</sup> day of September A.D. 1881

J. M. Baughin  
Circuit Clerk

Filed for record September 20<sup>th</sup> 1881 at 10 o'clock 1881  
Recorded September 20<sup>th</sup> 1881  
This Indenture made and entered into this 19<sup>th</sup> day of September A.D. 1881 between Jas P Cameron of the 1<sup>st</sup> part and Hattie Caldwell of the second part all of the County of Madison State of Mississippi - Witnesseth that said party of the first part for and in consideration of the sum of ONE Hundred dollars to him in hand paid the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain sell and convey to said party of the second part her heirs and assigns the following described lot or parcel of ground situated lying and being in the County and State aforesaid bounded and described as follows - Beginning 184 feet west of the intersection of Walnut Street, a Street running west from R. R. Thence west 79 feet to a stake - Thence South 97 feet to a stake - Thence East 79 feet to a stake Thence 97 feet to the beginning, To have and to hold to said party of the second; her heirs or assigns forever, and the said party of the first part hereby warrants and forever defends to the title to the property with all its appurtenances to said party of the second part her heirs from and against all persons whomsoever claiming or to claim the same.

In testimony whereof the said party

of the first part hath hereunto set his hand and seal on the day and year first above mentioned

*(Signature)*

John T. Cameron

State of Mississippi }  
Madison County }

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

Given under my hand and official seal at office this 19<sup>th</sup> day of September A.D. 1881

W. O. Baldwin Clerk

by A. H. Coleman S. C.

Thomas Gale Trustee }  
Do } Deed  
E + S. Virden }


Filed for record Sept 21<sup>st</sup> 1881 at 9 AM

Recorded Sept 22<sup>nd</sup> 1881

This indenture made & entered into this 22<sup>nd</sup> day of August A.D. 1881

between Thomas Gale trustee party of the first part & E + S. Virden party of the second part, witnesses; That whereas on the 6<sup>th</sup> day of March 1877 William Parley of Madison County State of Mississippi executed a certain deed of trust, same being duly recorded by Chancery Clerk of aforesaid County above mentioned in Book L.L. of record of deeds page 573: upon the property hereinafter described to J. C. Virden as trustee to secure the payment of a certain promissory note therein described for Twelve hundred & seventy nine <sup>6</sup>/<sub>100</sub> Dollars dated January 18<sup>th</sup> 1875 & due one day after date with interest at the rate of ten per centum per annum from date thereof until paid to E + S Virden whereby was conferred a power of sale upon the trustee therein named or any trustee substituted in his stead, for the payment of said note & interest upon condition broken, & whereby is vested in said E + S. Virden a power of appointment of another trustee in the stead of said J. C. Virden, under and by virtue of which said party of the first part was appointed trustee in the stead of J. C. Virden & whereas default has been made in the payment of the whole of said note & interest & the condition of said deed of trust, broken & thereupon the request of said E + S Virden said party of the first part gave notice of sale of said property by advertising same for four consecutive weeks in the Courk a newspaper published in the City of Jackson, as was provided by said deed of trust, stating place, time & conditions of said sale, wherefore said party of the first part proceeded to sell at the place and time mentioned in notices, the property hereinafter

described covered by said deed of trust to the highest bidder for Cash at public Auction, whereupon E. S. Vinden appeared & bid for same through their agent J. W. Echols, three dollars an acre for each lot of the following described lands sold in subsections, to wit: 26 acres of south end of E 1/2 of NW 1/4 & W 1/2 SW 1/4 less 20 acres of north end & E 1/2 of SW 1/4 & SE 1/4 less 36 acres of north end all in Section 25 Township 7 Range 1 East Madison County State Mississippi. That being the best bid for said lands above described the same was knocked down to said E. S. Vinden at said price above mentioned & whereas said sale has been so made, now in consideration of the premises & the payment of the sum of Eight hundred & Seventy Dollars the proceeds of the sale of the above described lands 290 acres at three dollars per acre, the amount of said bid by said parties of the second part the receipt whereof is hereby acknowledged the said parties of the first part has granted bargained, sold aliened, & conveyed & by these presents does grant bargain sell, alien & convey unto said party of the second part their heirs & assigns the hereinbefore described property to have and to hold the same together with all and singular the tenements hereditaments & appurtenances therunto belonging or in any wise appertaining unto said party of the second part their heirs & assigns in fee simple & forever. But as said party of the first part is merely acting as trustee, he only conveys such title as is vested in him under & by virtue of said deed of trust, Witness my hand & Seal the day and year first above written.

Thomas Gale   
Substituted Trustee

State of Mississippi }  
Hinds County } 3

Personally appeared before me Clerk Chancery Court in and for said County & State above mentioned, Thomas Gale who acknowledged that he as trustee signed sealed & delivered the foregoing instrument as his act and deed & for the purpose therein set forth & on the day & year therein written, Witness my hand and Seal at office this 20th day of Sept A.D. 1881



W. D. Rattiff CLK  
By A. G. Moore D.C.

Mrs Bettie Hickman  
To Deed  
J. S. Ward

The State of Mississippi  
Madison County

Filed for record Sept 19<sup>th</sup> 1881 at 2 P.M. Recorded Sept 23<sup>rd</sup> 1881

This Indenture made and executed this the day of September A.D. between Mrs Bettie Hickman and J. S. Ward all of Madison County & State of Mississippi. Witness that for and in consideration of the sum of One Dollar paid to said Mrs Bettie Hickman by said J. S. Ward the receipt whereof is hereby acknowledged as well as for & in consideration of the satisfying of a certain decree obtained against said Mrs Bettie Hickman in favor of Sarah E. Ward, wife of the said J. S. Ward which said decree appears of record upon the minutes of the Chancery Clerk's office of said Co. & State for the sum of . . . Dollars the said Mrs Bettie Hickman hath this granted bargained sold & conveyed & by these present doth grant sell bargain & convey unto J. S. Ward his heirs & assigns all that land known and described as follows to wit:— The undivided one fourth interest to the following lands— To wit— The undivided one fourth interest in N.E. 1/4 of Section 8 Range 4 East, & also Lots 2 & 3 in Section 9 Township 8 Range 4 East lying and being situated in Madison County Mississippi To have and to hold said lands unto said Ward, his heirs & assigns forever, and the said Bettie Hickman will ever warrant & defend possession of same unto said Ward his heirs & assigns against any & all parties claiming by thought or word, said Bettie Hickman In Testimony Witness the hand of said grantor here to affixed  
Bettie Hickman

State of Mississippi  
Madison County

Personally appeared before the undersigned J.P. for said County & State Bettie Hickman

who acknowledged that she sealed signed & delivered the within & foregoing Instrument of her own free will & accord for the purpose herein set forth & on the day & date thereof.

Witness my hand this Sept. 19/81

Levin Bailey J.P.

Leon Bailey, Trustee }  
 Do 3/4 Seed }  
 J. S. Ward }

Filed for record September 19<sup>th</sup> 1881 at 2 P.M.  
 Recorded September 23<sup>rd</sup> 1881

The State of Mississippi }  
 Madison County }

This Deed of Conveyance, between Leon Bailey Trustee and J. S. Ward Witnesses:—

That whereas Dr J. S. Ward to secure a certain promissory note of \$8000<sup>00</sup> Eight Thousand Dollars payable to A. G. Jaggard together with Cash of executing said deed and interest upon said note, Executed a certain Trust Deed, on the land herein after named, which Deed appears of record upon Page 370 of Book 1111 in the Chancery Clerk's office of Madison County Mississippi B. L. Taylor being named as Trustee therein with full power to sell & convey said lands upon default of payment by said J. S. Ward, and said note and deed being transferred, assigned & conveyed to J. S. Ward by said A. G. Jaggard, and B. L. Taylor refusing to act as Trustee, said J. S. Ward having under his hand and Seal appointed the the undersigned to act as Trustee in stead of said Taylor, and the undersigned having in accordance with the terms of said Deed advertised said lands by giving Ten 10 days notice of sale by posting on Court House door of Madison County a notice of sale in two public advertisements, containing a description of the lands herein conveyed, and on the 7<sup>th</sup> day of March 1881, having offered said lands to the highest & best bidder for Cash and J. S. Ward being the highest bidder, having offered the sum of one Thousand \$1000<sup>00</sup> Dollars. Therefore I Trustee appointed as aforesaid, do hereby grant bargain sell and convey unto J. S. Ward his heirs & assigns, for said sum of \$1000<sup>00</sup> all the following lands to wit:—

Subdivision	Section	Township	Range
N 1/2 NW 1/4	4	10	3 East
and S W 1/4 of said	"	"	" "
E 1/2 NE 1/4 & N 1/2 NW 1/4 & S W 1/4 north of Double Creek has been acres off north end and			
N 1/2 E 1/2 SE 1/4 of	5	10	3 East
+ E 1/2 NE 1/4 + E 1/2 SW 1/4 + SE 1/4 of	6	"	"
+ 80 acres off north end north of Double Creek of 9		10	3 East
+ 5 1/2 E 1/2 SE 1/4 of	32	11	" "
+ 3 acres off S W corner of			
S W 1/4 of +	33	11	3 East
N 1/2 SE 1/4 of	33	11	" "



To have and to hold said lands unto said J.S. Ward, his heirs and assigns forever, the said Leon Bailey conveying only such title as noted in as Trustee aforesaid—

Witness my hand this Sept 19<sup>th</sup> 1881

Leon Bailey Trustee

State of Mississippi } ss  
Madison County }

Personally appeared before me the undersigned Clerk of Chancery Court of the said County, the within named Leon Bailey who acknowledges 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 19<sup>th</sup> day of Sept AD 1881

W O Baldwin Clerk

by A H Coleman D.C.

Mrs Hester Chambers }  
Do 3/4 Quit Claims Deed }  
James S Ward et al }

Filed for Record: this Sept 23<sup>rd</sup> 1881. 9 PM  
Recorded Sept 24<sup>th</sup> 1881

The State of Mississippi }  
Madison County }

This Indenture Executed this day the September AD 1881 by Mrs Hester J Chambers Party of the first part, of County and State aforesaid and James S Ward, Jos L P Moore and Wlysses Jones, Parties of the second part, Executors of the last will and testament of James Simpson deceased late of said County,

Witnesseth:— that for and in Consideration of the sum of One Dollar paid to said Hester J Chambers, before the executing of these presents, the receipt whereof is hereby acknowledged, the said Hester J Chambers hath granted, reconized, released and quit claimed unto said Ward, Moore and Jones, Executors aforesaid, and unto their Executors & assigns all that parcel of land lying & being, situated in said County and State, and more particularly described by metes & bounds as follows, to wit:—

Sixty Three and one third (63 1/3) acres off the north End of  
Subdivision Section. — Township. — Range  
E 1/2 of SW 1/4 of 36 12 3 East

together with all & singular the tenements hereditaments and appurtenances thereunto belonging or in any manner appertaining and the reversions and reversion, rents profits & issues thereof, as well as all Estate, right

title, interest, and dower or right of dower; Claim or demand whatsoever  
be they in law or in Equity, of the said first party hereto, of in or to  
the lands aforesaid, To have and to hold said lands unto said second  
parties Executors aforesaid, their heirs & assigns forever.

In testimony whereof witness the hand of said Hester J Chambers  
herunto set the day & date first above written.

H. J. Chester

State of Mississippi }  
Madison County }

Personally appeared before the undersigned  
Clerk of Chancery Court of the said County  
the writ in named Mrs Hester J Chambers who acknowledges that she  
Signed, Sealed and delivered the foregoing Deed on the day and  
year therein mentioned, as her act and deed,

Given under my hand and official Seal at office  
this 22<sup>nd</sup> day of September A.D. 1881

W. O. Baldwin Clerk

Julius S. Rust }  
J. M. Rust }  
Trustees of the }  
Trust }  
Robt Powell Trustee }

Filed for Record Oct 1<sup>st</sup> 1881. at 9 o'clock and  
Recorded Oct 1<sup>st</sup> 1881.

This Indenture made and entered into this  
the 30<sup>th</sup> day of September A.D. 1881, between Julius Rust  
and her husband J. M. Rust of the first part and Robt Powell  
Trustee of the second part and John B Kemp of the third  
part Witnesses That whereas the said Julius Rust is justly  
indebted to the said John B Kemp in the sum of five hundred  
dollars, as evidenced by her promissory note of even date with  
this instrument, for that amount, payable to the said John B  
Kemp or order twelve months after date, and whereas the said  
Julius Rust is desirous of securing the prompt payment of  
said monies. Now therefore in consideration of the premises  
and for the further consideration of two dollars to them in  
hand paid by the said Trustee, the said first parties  
do by this instrument, bargain, sell, alien, and convey unto  
the said Robt Powell Trustee as aforesaid the following described  
real estate lying and being in the county of Madison, State  
of Mississippi and more particularly described as follows  
to wit, A triangular block of land out of the north west  
corner of the S 1/2 of N 1/2 of S E 1/4 Sec 7, Township 9, Range 3 east  
containing 8 1/4 acres exclusive of the road. Beginning at the  
intersection of the Canters and stump Bodge road with  
north boundary of Dr Luesitts tract, going west 10, 10 chains

Satisfied in full this 25<sup>th</sup>  
Apr 1884  
Robt Powell Trustee

north 14,50 chains thence east 150 chains, thence north up the road to point of beginning, together with appurtenances thence to belong. To have and to hold the same unto himself and his heirs forever, In trust however upon the following terms and conditions, If the said first party, Julius Rust shall well and truly pay and satisfy said Five hundred dollars, according to the tenor and effect of said note above described, then this instrument to be void, but if said monies shall not be so paid by the 1<sup>st</sup> of October AD 1882 then it shall be lawful for the said Robt Powell or any one the said John B Kemp or the holder of said note may appoint to advertise said land above described for two days by posting a written notice of the time, terms and conditions of sale on the court house door of Madison County and between the hours prescribed by law, sell the same to the highest and best bidder for cash, and to make a deed to such purchaser, and to apply the proceeds of such sale to the liquidation of said indebtedness and if any surplus remain to turn the same over to said first parties, In testimony whereof we the said Parties have hereunto set our signatures this 30<sup>th</sup> Sept 1881.

Julius S. Rust  
J M Rust,

State of Mississippi } ss.  
Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court of the said County, the within named Julius S. Rust and J M Rust her husband who acknowledges 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 30<sup>th</sup> day of Sept AD 1881  
W. O. Baldwin, Clerk