

State of Mississippi  
 Madison County } J. E. D. Ward Clerk of the Probate Court  
 of said County do hereby certify that F. A. Alford born this day personally  
 appeared before me and acknowledged that he signed sealed  
 and delivered the foregoing deed on the day and year therein mentioned  
 as his Voluntary act and deed.

In Testimony whereof I have hereunto set my hand and  
 the seal of said Court at Office in the City of Canton this sixth day of  
 February A. D. 1866.

E. D. Ward Clerk.

Thomas W. Ballow & Wife } Filed for Records and  
 To } Deed } Recorded February 9th 1866  
 Armington & Withers }  
 This Indenture made this Ninth day of

February A. D. One Thousand, Eight Hundred and sixty between  
 Thomas W. Ballow and Mary E. Ballow his wife parties of the  
 first part and Horace E. Armington of the City of New York and  
 Martha S. Withers of the County of Hinds and State of Mississippi  
 parties of the second part Witnesses.

That said parties of the first part for and in  
 consideration of the sum of Twenty Five Thousand Dollars  
 in gold, paid and secured to be paid said Ballow by said  
 parties of the second part have granted bargained sold released  
 conveyed and confirmed, and by these presents do hereby grant  
 bargain, sell release, convey and confirm unto the said  
 Armington and Withers, their heirs and assigns forever all  
 the following described lands situated in said County of  
 Madison and more particularly designated and described  
 as follows. To Wit: All of section Eleven, the south half and the  
 South half of the North half of Section Twelve, the North half, the South  
 West quarter, the West half of the South East quarter, and the North  
 half of the East half of the South East quarter of Section Thirteen, all  
 of Section fourteen, the North half of Section Twenty Three, and  
 one hundred acres off of the North end of the North West quarter  
 and the West half of the North East quarter of Section Twenty four  
 So as to take thirty three and one third acres off of the North end of  
 each of the three rights, and also forty acres off of the North East  
 corner of Section Twenty four, it being the forty acres of lands  
 reserved and excepted in the Deed made by the Planters  
 Bank of Tennessee, to A. W. McGowan and by said Bank  
 conveyed to George W. Martin as an appurtenance to the Hilliard

Plantation, all of the above described lands being in Township number Eight (8) of Range number One (1) East containing Twenty Eight Hundred and Twenty acres of land. Together with six mares, seven colts six mules, one jack, one hundred head of cattle, fifty and head of sheep, and every thing else on the plantation, except the household and kitchen furniture.



To Have and to Hold the above described lands with all the improvements thereon, together with the personal property to the only proper use, benefits and behoof of the said Armington & Withers their heirs and assigns forever.

And the said parties of the first part for themselves, their heirs Executors and Administrators, Covenant with said parties of the second part and their heirs and assigns, that they are lawfully seized and possessed of said lands, that they are free from all incumbrances, and that they will forever warrant and defend the title to the above described lands against the claim or claims of themselves and their heirs and all person or persons whatsoever.

Eight Thousand Three hundred and thirty  $33\frac{1}{4}$  Dollars in gold has been paid said parties of the first part by said parties of the second part the receipt of which is hereby acknowledged and for the balance said parties of the second part have executed their promissory note of even date herewith for the sum of sixteen Thousand six hundred and sixty  $\frac{66}{100}$  Dollars, payable in gold on the first day of January 1868, to the order of T. C. Ballou bearing Eight per cent interest in gold from date until paid.

To secure the payment of the above described note a special lien is hereby reserved and held on the above described lands and all the personal property herein conveyed, which is to bind all the property both real and personal until the above described note and interest thereon is fully paid and satisfied.

In Testimony of which said parties of the first part have hereunto set their hands and subscribed their seals, this day and date first above written.

Thos C Ballou   
Mary E Ballou 

State of Mississippi's  
Madison County Just

Personally appeared before the undersigned Clerk of the Probate Court in and for said County of Madison, the above named T. C. Ballou and Mary E. Ballou

His wife, who acknowledged that they signed sealed and delivered the foregoing deed, as their act and deed on the day and ages and for the purposes therein mentioned.

And the said Mary E. Ballou being examined by me privately and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed as her Voluntary act and deed, free from and without the fear threats and compulsion of her said husband.

Witness my hand and seal of said County this ninth day of February 1866.

E. D. Ward Clerk

\$ 25<sup>00</sup> Internal Revenue Stamps annexed & cancelled

Scott & Heartsook } Filed for Record Feb 11th 1866  
To } Deed }  
Daniel Seardon } Recorded February 13th 1866

This Deed of Conveyance made the twenty first day of November eighteen hundred and sixty five, between J. J. Scott, and J. B. Heartsook and Martha J his wife of the County of Madison and State of Mississippi of the one part, and Daniel Seardon of the said County of Madison and State of Mississippi of the other Witnesses, that said J. J. Scott and J. B. Heartsook and Martha J his wife, for and in consideration of two thousand dollars to them in hand paid, have bargained and sold, and do hereby grant, alien and convey to said Daniel Seardon the Ferry commonly known as Scotts Ferry situated on Big Flat River in said County and State, together with that portion of Section twenty five Township nine Range two West lying west of said river, and covering the west landing of said ferry containing nine acres more or less, also a lot containing nine acres in said section twenty five covering the landing on the east side of said river, running six hundred and thirty feet east from the east bank of said river, and six hundred and thirty feet south from the north line of said section twenty five. Also a lot containing three acres on the first land above overflow east of said river on the Vernon road, said lot commencing in said road opposite a certain plum tree on the south side of said road, running four hundred and fifty feet up said road, and two hundred and ninety four feet south, to have and to hold the said Ferry and Lots, of land with the

Appertinances to the said Daniel Reardon and his heirs, and the said J. J. Scott, and J. B. Hartsook and Martha J. his wife do covenant with the said Daniel Reardon, that they will maintain and defend the same to him and his heirs, free from, and against the right title or claim, of themselves, and any and all persons whatsoever, and the said J. J. Scott, and J. B. Hartsook and Martha J. his wife, hereunto put their names and seals, on the day and year aforesaid.

J. J. Scott  
J. B. Hartsook  
M. J. Hartsook

State of Mississippi }  
Madison County }

Before me J. H. Kearney a Justice of the Peace of said County, this day personally appeared J. J. Scott, and J. B. Hartsook and acknowledged, that they on the day of its date, did sign, seal and deliver the same as their own proper act, and thereupon called on this day Martha J. Hartsook, wife of said J. B. Hartsook personally appeared and having been by me examined touching the execution of said deed privily and apart from her said husband, she declared that she voluntarily, fully, with knowledge of its contents and without any persuasion fear threat or coercion of her said husband did sign seal and deliver the same on the day of its date as her own proper act for the purposes therein expressed

Given under my hand and seal this the 21st day of Nov 1865

J. H. Kearney, J. P.

\$2.00 Notarial Revenue  
Stamps Unused & Cancelled

John T. Luckett } Filed for Record Feb 12, 1866  
to } Deed } Recorded February 13, 1866  
Amanda Luckett }

Know all men by these presents that I John T. Luckett for and in consideration of the sum of two dollars and affection which I have and bear for and towards my mother My Amanda Luckett and in consideration further of the sum of two dollars to me in hand paid the receipt whereof is hereby acknowledged, have given granted bargained sold and conveyed this day to my said Mother My Amanda Luckett the following property Real and personal Viz a tract or parcel of land lying and being in the County of Madison and State of Mississippi

Containing by estimation five hundred acres of land be the same more or less and Penon and designated as the North East quarter of section 23 and the East half of sections No 14 and the west half of the North West quarter of Section No 13, all in Township No 10 Range No 5 East

Also seven mules, one mare and Colt, seventy five hogs, ten cows and calves, twelve sheep, Six Hundred Bushels of corn, five thousand pounds of fodder, one wagon, and a lot of farming implements, And I hereby covenant and agree with my said Mother to covenant and defend the title to said sold and conveyed property unto her and her heirs executors administrators and assigns against the claim of myself and the claims of all other persons whatsoever. In testimony whereof witness my hand and seal this 12th day of February 1866.

John D. Lusk (Seal)

Personally appeared before me Clerk of the Probate Court of the County of Madison State of Mississippi John D. Lusk who acknowledged that he signed sealed and delivered the above and foregoing deed on the day of its date and for the purposes and objects therein stated. Given under my hand and seal of Office, this 12th day of February 1866.

E. J. Ward Clerk.

33<sup>rd</sup> Internal Revenue  
 Stamps Annulled & Cancelled

John A. Hargon }  
 To & Deed }  
 Bennet Cantharo }

The State of Mississippi }  
 Madison County }

This Indenture tripartite made and entered into this 15th day of August A.D. 1865 between John A. Hargon party of the first part, and Elizabeth J. Hargon his wife party of the second part, and Bennet Cantharo party of the third part, all of the County and State aforesaid. Witnesseth

That whereas the said party of the second part has cash in hand, One Thousand the same being her own separate property held in her own name and right, it being money recently received by her from Jackson Ward of the said State & County and whereas the said monies are now in the hands of the said party of the third part who is desirous for his sole use and behoof to invest the same and has agreed with the party of the first part to purchase the lot hereinafter conveyed for the said one Thousand Dollars.

Now therefore in consideration of the premises and the payment to the party of the first part of the said one Thousand Dollars by the party of the third part, the same being the separate property of the

Part of the second part the receipt of which is hereby acknowledged the said party of the first part John R. Hargon has granted bargained sold and conveyed and by these presents doth grant bargain sell alien and convey to the party of the third party the following real Estate in the City of Canton, County & State aforesaid, Viz, Twenty feet off the East Side of Lot four (4) in Square No Two (2) according to the original plot of said Town and granting twenty feet on the Public Square and running back North Two hundred feet, There being no buildings thereon.

To Have and to Hold all and singular the above described tract or parcel of land with the appurtenances thereto belonging to him the said Bennett Caution party of the third part, his heirs and assigns forever.

Yet the foregoing conveyance is upon this express trust and confidence that the said party of the third part is to hold the above conveyed premises for the sole use and behoof of the party of the second part and his heirs forever, and if any sale of such land or parcel of ground above conveyed shall be made by the party of the third part with the consent of the party of the second part, the proceeds shall be by him invested in other property real or personal or mixed for the sole use and behoof of the party of the second part, his heirs & assigns & any property thus purchased with the proceeds of the sale of the estate herein conveyed, shall be subject to the same trust and limitations, & the same use as the estate above conveyed is subject & so of any other & future purchases, investments that may be made from the proceeds of any future sale of property thus invested. In testimony whereof all the parties to these presents have affixed their hands & seals, the day and year first above written,

John R. Hargon (Seal)  
 E. V. Hargon (Seal)  
 B. E. Caution (Seal)

The State of Mississippi  
 Madison County 3 Personally appeared before the undersigned Clerk of the Probate Court John R. Hargon the grantor in the foregoing Deed who duly acknowledged that he signed sealed and delivered the foregoing Deed on the the day, and for the purposes therein mentioned. And also appeared at the same time Elizabeth V. Hargon who being examined separate and apart from her said husband and on private examination, duly acknowledged that she signed sealed and delivered the foregoing as her own act and deed freely and voluntarily, without any fears threats or compulsion on the part of her said husband as her own Voluntary act and deed

And also appeared Bennet Canthen who duly acknowledged that he accepted the foregoing Trust and that he signed, sealed and delivered the foregoing Deed as his own act and Deed on the day and year and for the purposes therein mentioned.

Given under my hand and seal of  
Said Court this day of August 7th 1865  
E. D. Ward Clerk.

Internal Revenue  
Stamps Annexed & Cancelled

Trustees T. H. East Filed for Record Jan'y 27th 1866.  
To Deed Recorded Feb'y 14th 1866.  
John F. Scott  
The State of Mississippi  
Madison County

This deed of conveyance made the twenty eighth day of May 1863 between W. Dorris President, L. L. Cooper, Dr. F. L. Cotton, & A. Sutherland & W. Stanford, Trustees of Township Eleven Range four East of the first part, and John F. Scott of the second part, Witnesses, that the said party of the first part, for and in consideration of the sum of Four Hundred and Eighty Dollars, have this day bargained and sold, and do hereby grant, alien and convey to said party of the second part, certain lands situated in the County of Madison and State aforesaid, namely the North west quarter of the sixteenth Section, Township Eleven Range four East, containing by estimation one hundred & sixty acres, more or less, for the term of ninety nine years from the sixth day of July 1847, To Have and to hold said land with the appurtenances, to the said party of the second part and his heirs. And the said party of the second part first part do covenant, with the said party of the second part, that they will warrant and defend the title to the same as above specified to him and his successors for the use and benefit of John F. Scott and his heirs. In Testimony whereof the said party of the first part hereunto put their names & Seals on the day and year above written

J. W. Dorris  
L. L. Cooper  
F. L. Cotton  
A. Sutherland  
W. Stanford

Internal Revenue Stamps  
Annexed & Cancelled

The State of Mississippi  
Madison County

J. W. Dorris, W. Stanford Peyton & Sutherland, L. L. Cooper and Dr. F. L. Cotton Trustees of

Township eleven Range four east; personally came before me William Davis Jr. a Justice of the Peace of said County of Madison and acknowledged, that they signed sealed and delivered the foregoing deed, made by them on the twenty eighth day of May Eighteen hundred and sixty three to John D Scott for the consideration and purposes therein specified, as their own proper act and deed. Given under my hand and seal the tenth day of June Anno Domini Eighteen Hundred and sixty three.

Acknowledged and Subscribed before me,

W Davis Jr. *J. P.*

Jos D Cotton  
 O R Sustuland  
 W W Cooper  
 J W Dorris  
 J W Stanfords.

R B Newell & Wife

To { Deed Trust } Filed for Record Feby 10th 1866  
 O R Powell { And Recorded Feby 14th 1866.

This Deed

On trust made and entered into this the 8th day of January AD 1866 by and between R B Newell and W W Newell his wife of the first part, R L Smith of the second part and J R Powell of the third part, all of the County of Madison and State of Mississippi Witnesses, that the said parties of the first part being justly indebted to the said party of the third part in the following sums of Money. Viz. In the sum of one hundred and twenty five dollars by note under seal dated 27 Aug 1858 and due on the first day of Jan'y 1859 with ten per cent int for annum from the 20th day of May 1858. And in the sum of forty two & 5/1000 dollars by note under seal dated 1th day of August 1862, due on the first day of January 1863. And in the further sum of Forty four & 9/1000 dollars by note of said R L Newell dated April 30th 1861. due and payable 3 day of May 1861 with int at the rate of 10 per cent per annum from the 12th Feby 1861. And whereas the said party of the third part holds a certain note against the Estate of Mrs O L Schaffer dec'd. dated the 14th day of March 1860 for two hundred & eighteen & 4/1000 dollars, due and payable one day after with interest at the rate of 10 per cent per annum, and whereas the said W W Newell being anxious to save the expenses of an administration of the said Est of Mrs O L Schaffer of which said J R Powell is the only creditor, and also the said W W Newell the only remaining interested heir, and the said Powell is willing to accept this security for said note against said Est, and whereas the said



Parties of the first part are further indebted to the said party of the third part in the sum of Five hundred and five dollars by note under seal bearing the date of this deed, in trust, due one day after date with 10 per cent interest per annum, from date until paid, and the said parties of the first part being desirous of giving additional security for the payment of the several sums of money in said several promissory notes above mentioned, therefore the said parties of the first part hath bargained sold aliene and Conveyed, and by these presents doth bargain sell aliene and Convey, unto the said party of the second part, the following tract or parcel of lands lying being and situate in said County of Madison and known and described as follows, Viz. the E<sup>1</sup>/<sub>2</sub> of N W<sup>1</sup>/<sub>4</sub> & 5 acres of the S E Corner of the W<sup>1</sup>/<sub>2</sub> of N W<sup>1</sup>/<sub>4</sub> and the S W<sup>1</sup>/<sub>4</sub> of Sec 14 and the W<sup>1</sup>/<sub>2</sub> of N E<sup>1</sup>/<sub>4</sub> Sec 24, all in T 8 R 3 E containing three hundred and twenty five acres more or less, together with the following personal property, One Sorrel horse Bill valued at \$25<sup>00</sup> One Brown Gray horse, Gray at \$125<sup>00</sup>, One bay Mare Starlight \$50<sup>00</sup> One mouse Colored Mule at \$150<sup>00</sup>, Seven Cows at \$140<sup>00</sup> & Sheep at \$15<sup>00</sup>, Thus Cows & pigs at \$425<sup>00</sup> and household and kitchen furniture on the premises valued at \$200<sup>00</sup> unto the said party of the second part or his successors.

But this conveyance is upon the following trust and limitations. If the said sums of Money hereby intended to be secured with lawful interest thereon be paid on or before the first day of January next then this security is to cease and become void.

But if after the day fixed for the payment of the said sums of Money with interest shall have passed, and the amt payable or any part thereof be unpaid, then it shall be lawful for the said party of the second part or his successor at the request of the said party of the third part or his legal representatives after giving thirty days notice of the time and place and terms of sale in one of the newspapers published at Leaton in said County of Madison, to proceed to sell by public Auction the above described lot or parcel of land together with all the dwellings thereon, and the above described personal property to the highest and best bidder for cash, and make to the purchaser or purchasers title accordingly and out of the proceeds of said sale, he shall pay and satisfy the indebtedness hereby intended to be secured with all charges of the execution of this Trust, and the balance if any he shall pay over to the parties of the first part. But until the terms expiration of the time specified for the payment of the above mentioned sums of money hereby intended to be secured the said parties of the first part is to remain possession of said above described property in

Testimony whereof witness their hands and seals the day and year first above written.

D B Maxwell Seal  
W. L. Maxwell Seal  
W. L. Smith Seal  
J. A. Powell Seal

State of Mississippi }  
Madison County }

Personally appeared before me William S Bailey Mayor of the City of Canton and Ex Officio a Justice of the Peace in and for said County D B Maxwell and W L Maxwell who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their respective act and deed, and the said W L Maxwell on a private examination by me made separate and apart from her said husband did acknowledge that she did sign seal and deliver the foregoing deed on the day therein mentioned as her own Voluntary act and deed fully and without any fear threats or compulsion of her said husband and for the purposes therein mentioned.

Given under my hand and seal  
this 21th day of January 1866

1st Internal Revenue  
Stamps Annulled/Cancelled

William S Bailey Mayor  
of the City of Canton and Ex Officio Justice of the Peace for said County

I accept the trust W L Smith

James Brown & Wife Filed for Record Feb 10th 1866  
To 3 Deed. Trust } Recorded Feb 15th 1866  
J A Powell } This deed in trust made and entered into this the seventh day of January 1866 by and between James Brown and Sophronia A Brown his wife of the first part, George W Steam of the second part and J A Powell of the third part all of the County of Madison and State of Mississippi witnesses that when as the said party of the third part has heretofore advanced unto the said parties of the first part the sum of four hundred dollars and has further agreed to advance to said parties of the first part either in money or supplies for the use of the plantation of the parties of the first part known as the Dutaw plantation and more particularly described hereafter, during the present year the further sum of three thousand six hundred dollars and that the said parties of the first part have agreed to pay to the said party of the third part for the use of said sum of four thousand dollars already advanced and to be advanced in money or supplies

Interests at the rate of ten per centum and two and one half per centum for advancing. Now the said parties of the first part being desirous of securing unto the said party of the third the prompt payment of said sum of four thousand dollars already advanced or to be advanced in money or supplies with interest and commissions as above stated, have this day bargained sold aliened and conveyed and by these presents do hereby bargain sell alien and convey unto the said party of the second part the following lot or parcel of land lying being and situate in the said County of Madison and known and described as follows. Viz. The E 1/2 of W 1/2 Section twenty two the W 1/2 of Section twenty three, the W 1/2 of Section twenty six and the W 1/2 of Section twenty seven all in Township nine Range one East Lots nine and ten Section twenty seven in Township two of Range one East, and the W 1/2 W 1/2 of Section nineteen in Township nine Range two East. To have and to hold unto the said party of the second part or his successor together with all the dwellings there unto in anywise appertaining. But this is upon the following trusts and limitations. If the sum of money already advanced or which are hereafter advanced as hereinafore set forth either in money or in supplies be paid to the said party of the first part together with interest and commissions as agreed upon by the first day of January 1867, then this obligation is to cease and become void. But if the said first day of January 1867 shall pass and said sum of money advanced by said party of the third part to the said parties of the first part either in money or in supplies or any part thereof, with interest and commissions as agreed upon be unpaid, then it shall be lawful for the said party of the second part, or his successor at the request of the said party of the third part or his legal representative, after giving thirty days notice of the time place and terms of sale in one of the News papers published at Leanton in said County of Madison to proceed to sell at public auction the above described property to the highest and best bidder for cash, and shall make to the purchaser or purchasers a deed or deeds accordingly, and out of the proceeds of said sale, after paying all charges incident to the execution of this Trust, he shall pay and satisfy the indebtedness hereby intended to be secured, and the balance if any he shall pay over to the said parties of the first part. In Testimony where of. Witness our hands and seals, the day and year first above written.

James Brown (Seal)  
 Sophronia Brown (Seal)  
 J. R. Powell (Seal)

State of Mississippi }  
Madison County }

Personally appeared before the undersigned a Justice of the Peace in and for said County, the within named James Brown and Sophronia A Brown his wife who jointly acknowledged that they signed and delivered the within deed on the day and date therein mentioned as their own act and deed, The said Sophronia A Brown on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed, fully, without any fear threats or compulsion of her husband, Given under my hand and seal this 18th day of January 1866

J. P. Anderson J. P.

I accept the trust,

Geo W. Farmer

#4<sup>111</sup> Internal Revenue  
Stamps Assessed & Cancelled

S. L. Vanhooker & Husband } Filed for Record Feby 11th 1866  
To Deed }  
Kouch & Yeargain } Recorded Feby 11th 1866.

State of Mississippi }  
Madison County }

This Indenture made and entered into this 15th day of February A.D. 1866 by and between Mr S. L. Vanhooker and his husband W. P. Vanhooker of the first part, and S. L. Kouch and John W. Yeargain partners using the firm name of Kouch & Yeargain of the second part all of said County & State, Witnesses,

That for and in consideration of the sum of seven hundred dollars to the said party of the first part in hand paid the receipt whereof is hereby acknowledged, the said party of the first part do hereby grant bargain sell alien infeof and convey unto the said Kouch & Yeargain their heirs and assigns a certain lot of land in the town of Sharou in said County, said lot lying South of and adjoining the public road leading from Sharou to Canton in said County, bounded on the east by a lot owned by W. H. Farmer, on the South by the lots of J. O. Wisco and Mrs Anderson or their aliases, on the West by Mrs Ballard's land, containing by Estimation two acres, be the same more or less, together with all the improvements and

Buildings thereon and the hereditaments therunto belonging,  
 To have and to hold unto the said Couch & Gargain  
 their heirs and assigns, the said lot of land and improvements  
 and to their use and behoof forever, And the said party of the  
 first part for themselves, their heirs Executors and Administrators  
 hereby covenant and agree, that they are seized in fee of the above  
 said granted premises, that the same are conveyed in and quit of  
 all liens and incumbrances, and that they do warrant and will for-  
 ever defend the title to same unto the said Couch & Gargain and to  
 their heirs and assigns forever.

Its Witness our hands and seals, this day and year first  
 above written

A. L. VanHortem  
 W. P. VanHortem

State of Mississippi

Madison County } Personally appeared before me E. D. Ward  
 Clerk of the Probate Court of said County the above and foregoing  
 named A. L. VanHortem and her husband W. P. VanHortem who acknowl-  
 edged that they signed sealed and delivered the foregoing instrument  
 as their act and deed, and the said A. L. VanHortem on a private  
 examination separate and apart from her husband acknowledged  
 that she signed sealed and delivered the foregoing and for the purposes  
 therein mentioned, as her act and deed fully and without any fear  
 or compulsion of her said husband.

Given under my hand and seal this 15th  
 Day of February A.D. 1866,

E. D. Ward, Clerk.

Stamp Annulled & Cancelled

Levi Pearce

Filed for Records Feb 17 1866

to Agreement

Recorded February 19 1866.

Nancy Maria Minter

This Indenture made the 20th day of November  
 in the year one thousand eight hundred and sixty five between  
 Nancy Maria Minter of Madison County Mississippi of the first part  
 and Levi Pearce of Attala County Mississippi of the second part

Witnesseth that the said Nancy Maria Minter of the first part  
 has let and by these presents doth grant demise and to farm let unto  
 the said party of the second part all that portion of her plantation  
 lying three miles east of Sharon on the north side of the Catcliffs  
 Ferry and bounded on the north by the lands of Frank Coleman  
 on the east by the lands of J. Scott on the south by Sixteenth Section,  
 and on the west by the land of J. L. Clark & others with

All the appurtenances for the term of five years from the first day of January next for the consideration of his services in managing for the cultivation of said farm or the renting of any part thereof that may not be needed for cultivation as hereinafter named

The party of the second part undertakes and agrees to take possession of said premises and employ labourers and cultivate the same or rent any portion not necessary for cultivation as the circumstances or State of the Country may permit upon the following Terms, All expenses of the place to be paid out of the proceeds of crops and the remainder to be equally divided, Each party is to put all their stock of hogs Cattle and sheep after killing their pork and beef of the present season and put in an equal amount of provender and equal number of mules and horses for team to commence the business and also their wagons and farming utensils and the party of the second part is to have his saddle horses feed and bread for his family out of the joint stock of grain and provender. The party of the first part is to put up a gin and mill on the premises whenever needed and furnish materials for improvements, such as nails Sicks lumber &c and the party of the second part engages to make all such improvements on houses and cabins that can be made with the labourers on the farm.

And at the expiration of five years all stock, except horses & mules and farming utensils to be equally divided, and at the expiration of this lease the party of the second part, will quit and surrender the premises hereby demised in as good State and condition as reasonable use and wear thereof will permit Damages by the elements excepted. And the party of the second part agrees not to transfer his lease without permission of the party of the first part, And the said party of the first part doth covenant that the party of the second part on performing all the covenants aforesaid, shall and may peaceably and quietly have hold and enjoy the said demised premises for the Term aforesaid. In witness whereof we have hereunto set our hands and seals, this the twentieth day of November one thousand eight hundred and sixty five, Sealed and delivered in presence of

Nancy McWhorter  
Levi Pearce

The words in the first page intended before signing, To wit, 1st page Third line (of the first part) the twenty third line (the following) and Page Fifth line (Except Horses & Mules.

James T. Hester

James S. D. Hester

The State of Mississippi

Madison County } Personally appeared before me Thomas L  
Hart a member of of the Board of Police of said County, the above  
named James F Heikes and S D Atkins the subscribing witnesses to  
the foregoing written agreement, who, being first duly sworn  
deposed and say on oath, that they saw the above named Nancy Mc  
Mintin and Levi Proser when names are subscribed thereto sign  
and seal said written agreement - and saw the said Mintin  
deliver the same to said Proser, that they, these deponents subscribed  
their names as witnesses thereto in the presence of the said Mintin  
and Proser, and that they the said witnesses signed in the  
presence of each other, on the day and year therein named

Given under my hand and seal the 19th  
day of February A.D. 1866,

Thomas L Hart M.P.S. (Seal)

§ 1.55 Internal Revenue  
Stamps Annexed & Cancelled

A. J. French and W. B. } Filed for Records Feb 17th 1866  
Stinson and W. French } Recorded Feb 19th 1866

State of Mississippi

Madison County } This indenture made and entered into on  
this the 7th day of February A.D. 1866 by and between A. J. French and  
Louisa French his wife of the Parish of Orleans and State of Louisiana  
party of the first part, and W. B. Stinson and W. French (copartners) of  
the County and State aforesaid party of the second part,

Witnesseth, that in consideration of the sum of Fifty hundred  
Dollars paid by the party of the second part in hand to the party  
of the first part, the receipt whereof is hereby acknowledged, the  
said party of the first part, hath granted bargained sold aliened  
and conveyed, and by these presents doth grant bargain sell alien  
and convey, unto the said party of the second part, the following  
Tract or Parcel of Land Viz, The North Half of the South Half of Lot  
number (3) Tract of Square number (8) Eight, lying and situate in  
the City of Canton and County of Madison and State of Mississippi  
I have and to hold the above described lands and premises  
together with all and singular the appurtenances thereto belong  
ing, unto the said party of the second part, their heirs and assigns  
forever. In Testimony whereof we hereunto affix our hands and  
seals, this the 7th day of February, A.D. 1866,

A. French (Seal)  
Louisa French (Seal)

State of Louisiana }  
 Parish of Orleans }  
 City of New Orleans } Before the undersigned Notary Public  
 in and for the Parish and State aforesaid  
 this day personally appeared A. J. French one of the grantors to the  
 within Deed of Conveyance who duly acknowledged that he signed  
 sealed and delivered the said Deed of conveyance on the day  
 and year therein mentioned as his own act and deed and for  
 the purposes therein stated.

As witness my hand and seal this 7th  
 day of February A.D. 1866. Thomas J. Beck,  
 Not Pub.

State of Louisiana }  
 Parish of Orleans }  
 City of New Orleans } Before the undersigned Notary Public in  
 and for the parish and State of aforesaid, This day personally appeared  
 Louisa French, and one of the grantors to the within Deed of Con-  
 veyance who, in a private examination apart from her husband  
 duly acknowledged that she signed sealed and delivered the  
 said Deed of Conveyance, on the day and year and for the  
 purposes therein mentioned, as her voluntary act & deed fully  
 without any fear threats, or compulsion of her said husband

As witness my hand and seal this  
 the seventh day of February A.D. 1866.  
 Thomas J. Beck  
 Not Pub.

\$1<sup>00</sup> Internal Revenue  
 Stamps Annexed & cancelled

H L F Henderson  
 & L L P Henderson & Wife }  
 To & Deed } Filed for Record & Recorded Feby 20, 1866.  
 David Bell }  
 The State of Mississippi }  
 Madison County }

Know all men by  
 these presents that one H L F Henderson & L L P Henderson and  
 Annie P Henderson wife of the said L L P Henderson all of the  
 County of Madison and State of aforesaid for and in consideration  
 of the sum of six thousand eight hundred & eighty five dollars  
 Four thousand two hundred and eighty five dollars are paid in  
 hand, and the balance of two thousand six hundred is  
 secured by note payable the 1st day of January A.D. 1867  
 with interest at 8 per cent from date until paid by David Bell  
 of the same County and State of aforesaid, have granted



Bargained sold conveyed and released and by these presents do grant bargain sell release and convey to the said David Bell his heirs and assigns all that tract or parcel of land lying and being in the County aforesaid on which we now reside known and described in the Survey thereof as the E $\frac{1}{2}$  of N E $\frac{1}{4}$  of Section 32 and the W N $\frac{1}{4}$  of Section 33, and the S E $\frac{1}{4}$  of Sec 33 (except 30 acres off of the South end of S E $\frac{1}{4}$ ) and the W E $\frac{1}{4}$  of Sec 33 (excepting 54 $\frac{1}{2}$  acres heretofore conveyed to J. H. Leagu a description of which will be found in said Leagu Deed) also the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of S W $\frac{1}{4}$  of Sec 34, and also 57 acres more or less in Sec 34 described as follows, beginning on the Township line 20 poles East of the corner of Sect 33 & 34 and thence along said line of said Township 80 poles to a Hedge, thence N E along said hedge 5 $\frac{1}{2}$  poles to a stake, thence East 113 poles to a stake, thence South 50 $\frac{1}{2}$  poles to the beginning, and all in Township No 8, of Range 2 East containing in all 532 $\frac{1}{2}$  acres more or less, excepting and reserving to the New Orleans and Jackson & Great Northern Rail Company the right of way of said Road heretofore granted said Company through a part of said lands, together with all and singular the rights, minerals hereditaments and appurtenances thereto belonging or in anywise incident or appertaining, To have and to hold all and singular the premises aforesaid with the appurtenances (except the right of way as aforesaid) to the said David Bell his heirs and assigns forever. And for the consideration, consideration aforesaid We do also hereby bargain sell and convey to the said David Bell his executors administrators & assigns a crop of corn now on said premises estimated at 800 bushels more or less, all the Prairie Hay & the turneps of potatoes now there, all the farming utensils (not including waggon) plows, plow gear, hoes axes &c now there also there cows and three yearling cattle & twenty eight head of hogs.

And for the consideration aforesaid We do hereby covenant to and with the said David Bell his heirs and assigns, that we are lawfully seized and possessed of the premises above described and have the lawful right to sell and convey the same, (except the right of way aforesaid) and that the said premises are free and clear of all incumbrances or liens of any kind whatever, save and except any claim which the Government of the United States and State aforesaid may have thereon for and on account of Taxes now due and in arrear on said premises as to which Taxes it is expressly understood that we are not to be liable or in anywise responsible, saving and excepting the right of way aforesaid, and saving and excepting as aforesaid we do hereby bind ourselves and our heirs to warrant and forever

Defend all and singular the premises aforesaid to the said David Bell his heirs and assigns against ourselves and our heirs and against all other persons lawfully claiming or to claim the same or any part thereof.

Witness our hands and seals this 4th day of December A.D. 1865

St L F Henderson  
W L P Henderson  
Stannie B Henderson

The State of Mississippi

Madison County } Personally before me J. W. Hagan a Justice of the Peace of said County St L F Henderson, W L P Henderson and Stannie B Henderson came this day the within and before named St L F Henderson and W L P Henderson and Stannie B Henderson wife of the last named who acknowledged that they signed and delivered the foregoing deed as their voluntary act and deed on the day and for the purposes therein mentioned. And the said Stannie B Henderson wife of the within and above named W L P Henderson on a private examination by me apart from her said husband acknowledged and declared that she signed sealed and delivered the foregoing as her voluntary act and deed freely without any fear threats or compulsion of her said husband.

Given under my hand and seal this 4th day of Decr A.D. 1865.  
J. W. Hagan, J.P.

\$7.00 Internal Revenue Stamps Annexed & Cancelled

David Bell & Wife  
For Deed  
St L F Henderson & W L P Henderson  
And St L Couch Trustee

Filed for Record & Recorded Feb 20 1866

The State of Mississippi

Madison County } This Indenture made and entered into this 4th day of December A.D. 1865 between David Bell and Eliza Bell his wife of the first part and St L F Henderson and W L P Henderson of the second part and St L Couch of the third part, all of the County and state aforesaid.

Witnesseth, that whereas the said David Bell of the party of the first part stands indebted by note bearing date Nov 4th 1865 to the party of the second part in the sum of two thousand six hundred dollars payable on the first day of January A.D. 1867

We hereby acknowledge satisfaction in full of this deed of trust the 12th day of February 1869. and do hereby cancel and annul the same to G. P. Henderson Adm'r Henderson

With interest thereon at 8 per cent per annum from said date until paid, and the said party of the first part being desirous to secure the payment of the said sum of money with interest as aforesaid, the same being the balance of the purchase money due and owing on account of the purchase by the said party of the first part of certain lands and tenements and certain personal property set forth and described in a deed bearing even date with these presents executed by the said party of the second part, to the said David Bell. Now therefore in consideration of the premises and also in consideration of the sum of two dollars in hand paid the said party of the first part hath granted bargained sold released and conveyed and by these presents do grant bargain sell release and convey to the said St L Couch the party of the third part all the right title interests and claims which the said party of the first part has or holds in and to all the lands tenements and hereditaments described in the deed aforesaid from the said party of the second part the said David Bell of the first part, and which said lands are also particularly described in a Deed from Benj & Sam Pittard to Isaac H Bass recorded in the Office of the Probate Clerk of Madison County in Book Q page 342. To Have and to hold all and singular the premises aforesaid with their appurtenances to the said party of the third part his heirs and assigns, on trust nevertheless and on the terms and conditions following, To permit the said party of the first part to remain in quiet and peaceful possession and enjoyment of the premises aforesaid, and to receive all the rents issues and profits thereof until default shall be made in the payment of the said sum of money and interest thereon, hereby intended to be secured, And it is hereby agreed and understood by and between all the parties aforesaid, and it is the true intent and meaning of these presents that after default shall have been made in the payment of said money and interest, as the time before specified, and on the request of the said party of the second part or the Survivor of them or of their or either of his executors, administrators or assigns it shall and may be lawful and the bounden duty of the party of the third part after giving notice thereof thirty days previously in some public gazette of said County for four consecutive weeks and if there be no such Gazette, then by advertising in three public places of the time place and terms of sale to proceed, and sell the said premises at the Court House of said County on some public sale day to the highest bidder for Cash, and on the receipt of the money so bid (or if the party so bidding

We hereby acknowledge satisfaction in full of this deed of trust the 12th day of February 1867, and hereby certify the same  
C. C. Henderson  
H. S. Henderson

Shall be entitled to receive it then on proper credit being endorsed on said note) the said party of the third part shall forthwith execute a Deed of conveyance for the premises aforesaid to the purchaser releasing and conveying to said purchaser and his heirs and assigns all the right title and interest of the said party of the third part, and of the party of the first part in and to said premises, and which they or either of them had at the date of these presents in the premises aforesaid, and it shall also be the duty of the said party of the third part of and from the proceeds of the said sale to pay over to the said party of the second part their executors administrators or assigns an amount sufficient to satisfy and discharge the sum of money with interest hereby secured if so much there be, and if not sufficient for that purpose, then to pay over the amount of said sale after deducting all necessary and proper expenses and charges to said party of the second part or their Exor. Admrs or assigns and require the said note to be credited to that amount.

And if after discharging the amount of said note and interest there shall be any surplus remaining of such sale the same after all reasonable charges and expenses are deducted shall be paid to the said David Bell of the first part or his Exr or Admr.

It is further agreed and understood by and between all the parties aforesaid that, on the death removal from this State or refusal to act of the party of the third part that then and in either such case it shall and may be lawful for the Judge of the Probate Court of said County in Open Court or in Vacation on the application of the party of the second part their Executors administrators or assigns under his hand and seal to appoint another person to act as Trustee in carrying out the provisions of this deed, and such person when so appointed and substituted shall be and is hereby invested with all the rights and powers and subject to all the duties of the said party of the third part.

It is further agreed by the party of the first part that on default of payments as aforesaid, the sale of the premises may take place as herein provided, any stay law or stop law to the contrary notwithstanding.

It is the true intent and meaning of these presents that on the payments or lawful tender of the money hereby intended to be received to the parties entitled to receive the same before a sale shall take place as herein before provided of the premises aforesaid, that then and such case, these presents, and all and every

Part thereof shall be utterly void and of no effect, Others is to remain in full force and Virtue.

Given under our hands & seals this 4th day of December A D 1865.

3<sup>rd</sup> External revenue  
Stamps Annexed & Cancelled

David Bell Seal  
Liza F Bell Seal  
A L Couch Seal

The State of Mississippi

Madison County } Personally before me the undersigned  
an acting Justice of the Peace for said County the within and  
above named David Bell & Eliza Bell his wife and A L F Henderson  
and L L Henderson and A L Couch who acknowledged that  
they signed sealed and delivered the foregoing and as their  
Voluntary act and deed on the day and for the purposes  
therein mentioned;

And the said Eliza Bell wife of the said David on a private  
examination before me separate and apart from her said hus-  
band acknowledged and declared that she signed sealed and  
delivered the foregoing deed as her Voluntary act and Deed  
freely without any fear threats or compulsion of her said  
husband.

Given under my hand and seal this  
4th November A D 1865

J H W Leago Seal

J L Richards

To } Deed  
Elizabeth Lee }

Filed for Records Feby 20, 1866.

Recorded Feby 21, 1866.

This Indenture made

and entered into this 12th day of February 1866 between Stratton L  
Richards and his wife Emily A Richards of the first part and  
Elizabeth Lee wife of Leonard Lee of the second parts all of the  
County of Madison and State of Mississippi, Witnesseth that  
for and in consideration of three hundred and twenty Dollars paid  
by said Elizabeth Lee to said Richards the receipt of which is  
truly acknowledged, said Richards do by these presents give  
grant, bargain and sell and convey unto said Elizabeth Lee  
the following tract or parcel of land to wit, the East half of  
Stratton's East quarter of section thirty two, Township Nine Range four  
East, containing eighty acres, less three acres off of the South West  
corner containing the school house and grave yard, together with  
all the appurtenances therunto to have and to hold the above granted  
Land to her the said E Lee to her forever. And I the said J L  
Richards for myself my heirs and executors do covenant with

Said E. Lee his heirs executors and administrators that I am lawfully seized in fee of the fore granted land, that they are free from all incumbrances and that I have good rights to sell and convey the same to said E. Lee and that I will and my heirs and executors will forever warrant and defend the above granted lands to the said E. Lee against the lawful demands of all persons whatsoever,

In Testimony whereof we each set our hands and seal  
E. J. Richard  
E. J. Richard

For Central Bureau  
Stamps Annulled & Cancelled

The State of Mississippi

Madison County } Personally appeared before me E. D. Ward, Clerk of the Probate Court, in and for said County E. J. Richard and E. J. Richard his wife, who severally acknowledged that they signed sealed and delivered the foregoing Deed as their Voluntary act and deed, and the said Emily E. J. Richard being examined by me separately and apart from her husband said husband, acknowledged that she signed sealed and delivered said Deed freely and voluntarily without any fear threats or compulsion on the part of her said husband;

Given under my hand and the seal of said Court at Office in the City of Canton this 21st day of February A.D. 1866.  
E. D. Ward, Clerk.

Emmette Hoffheimer & Husband } Filed for Record Feb 21, 1866  
} Deed } Recorded Feb 22, 1866  
} W. H. Lee }

This Deed of conveyance made and entered into this 8th day of January 1866, between Emmette Hoffheimer and D. Hoffheimer her husband of the first part and W. H. Lee of the second part Witnesseth, that the party of the first part for and in consideration of the sum of five hundred (\$500) dollars by the party of the second part in hands paid the receipt whereof is hereby acknowledged, hath this day bargained sold aliened and conveyed, and doth by these presents bargain sell alien and convey to the party of second part all that certain lots or parcel of lands lying and being in the Town of Vernon in the County of Madison and State Mississippi known as Lot number eleven (Lot No 11) in

Said Town situated between St G Johnsons lot on the West and Julius Hornshalls lot on the East. Fronting on Main Street one hundred feet and running back two hundred feet together with all the appurtenances therewith belonging, to Have and to hold the same to the party of the second part his heirs and assigns forever and the party of the first part doth hereby covenant and agree to warrant and defend the title to said lot to the party of the second part his heirs Executors and assigns forever against the lawful claims of any and every person whatsoever, In Testimony whereof the parties of the first part have hereunto set their hands and seals this 8th Day of January 1866,

Jennette Hoffheimer *[Signature]*  
 D Hoffheimer *[Signature]*

State of Mississippi

Madison County } Personally appeared before the undersigned an acting Justice of the Peace in and for the County and State aforesaid D Hoffheimer who acknowledged that he signed sealed and delivered the foregoing deed as his Voluntary act and deed for the purposes therein stated, also came Jennette Hoffheimer wife of said D Hoffheimer who upon examination by me privately separate and apart from her said husband acknowledged that she signed sealed and delivered the above and foregoing deed as her Voluntary act and deed without any fear threats or compulsion in the part of her said husband or any other person  
 Witness my hand and seal this 8th Day of January 1866.

Will H. Brown J.P. *[Signature]*

The State of Mississippi

Madison County } C. E. D. Ward Clerk of the Probate Court of said County do hereby certify that the foregoing Deed of Conveyance was filed for Record and recorded this day in Book of Deeds C, Pages 215 + 216. in my said Office.

Given under my hand and the seal of said Court at Office in the City of Canton this 21st day of February A.D. 1866.

E. D. Ward Clerk *[Signature]*

Internal Revenue  
 Stamps Annexed & cancelled

C. A. Brooks + Wife } Filed for Records Feb 22, 1866.  
 Is Deed } Recorded Feb 23, 1866  
 M. A. Kraft }  
 Mississippi  
 Madison Co.

This Indenture made this first day of February 1865 between

J. R. Brooks and wife of the first part and W. S. Krafts of the other part, Witnesseth, that said Brooks and wife for and in consideration of five hundred dollars to them in hand paid the receipt whereof is hereby acknowledged hath this day sold unto the said Krafts all that Tracts or parcel of land lying in said County and State having the following ends and bounds Beginning at a Post Oak on the Statchey Trace Road and running East with said Road to the said Krafts land, thence North to John Halls land thence west to F. S. Luchetts land, thence South to a red oak corner thence in a South west direction to the beginning corners containing Sixty Acres more or less, and the said Brooks and Wife will warrant and defend the title to said Tract of land and the rights and appurtenances, In testimony whereof said Brooks & Wife have hereunto set their hands & seals the day and date above written, Signed Sealed and acknowledged in presence of, This was made by the consent of both parties.

James W. Brooks (Seal)  
 Jane D. Brooks (Seal)

Mississippi

Madison } Personally came before me J. P. Porter and his wife C. J. Porter who acknowledged they signed sealed and acknowledged the above as their own acts for the purposes therein expressed and said Jane D. Brooks wife of said J. P. Porter acknowledged she signed the same as her own Voluntary act without any force or coercion from her said husband J. P. Porter.

In testimony whereof I have hereunto set my Hand & Seal the day and date above written

J. Nelson McClary, J.P., (Seal)

This 9th day February A.D. 1865.

For Internal Revenue  
 Stamps Annulled & Cancelled

E. & M. L. Videm }  
 To } Deed }  
 A. B. Galloway }

Filed for Record and Recorded Feby 23, 1866.

This Indenture made and entered into this second day of February A.D. Eighteen hundred and sixty six between Edwin Videm Matthew L. Videm and Sarah F. Videm Wife of said Matthew L. Videm of the first part and Charles B. Galloway of the second part, Witnesseth, That for and in consideration of the sum of Two thousand five hundred dollars to them in hand paid, the receipt whereof is hereby acknowledged the said party of the first part have bargained sold and conveyed and do by these presents bargain sell convey and



Confirms unto the party of the second part the following described Lot or parcel of grounds lying and being in the City of Canton Madison County State of Mississippi, to wit, A lot fronting one hundred feet on Liberty Street, in said City, and running back thence four hundred feet to Union Street, and bounded on the South by the lot known and used as the residence of William E. Dancy and on the north by the lots owned or supposed to be owned now by Robert Montgomery & W. Powell, Charles C. Shadelford, the Estate of H. A. Harrison and William Pridely being the same lot comprised formerly occupied by Mrs Elizabeth Forrester as a residence, and the same conveyed by the said Elizabeth Forrester to Samuel R. Childs by deed dated seventeenth day of September 1862 and recorded in the Office of the Probate Clerk of Madison County State of Mississippi in book of Deeds C. page 813, To Have and to hold said above described lot Together with all and singular the appurtenances thereto belonging, unto the said party of the second part, his heirs and assigns - and the said party of the first part for themselves their heirs executors and administrators do covenant and agree to and with the said party of the second part that they will warrant and forever defend the title to said above described lot and premises unto him the said party of the second part his heirs and assigns,

In Testimony whereof the said party of the first part have hereunto set their hands and affixed their seals, this day and year first above written

*2<sup>nd</sup> Internal Revenue Stamps Annulled & Cancelled*

E. Viden *(Seal)*  
 M. L. Viden *(Seal)*  
 Sarah Viden *(Seal)*

The State of Mississippi  
 Madison County } Personally appeared one William S. Bailey  
 Mayor of the City of Canton and Ex officio a Justice of the Peace for said County, Matthew L. Viden and Sarah F. Viden who acknowledged that they signed sealed and delivered the foregoing and on the day of its date and for the purposes therein mentioned, and the said Sarah F. Viden who is wife of said Matthew L. Viden on a private examination by me separate and apart from her said husband acknowledged that she signed sealed and delivered said deed freely and voluntarily as her own acts without any fear threats or compulsion of her said husband. Given under my hand and seal this 2<sup>nd</sup> day of July AD 1866

Wm S Bailey  
 Mayor & J.P. *(Seal)*

The State of Mississippi

Madison County } Personally appeared before me Jno S. Robinson  
a Justice of the Peace in and for said County the above named  
Edwin Vidon who acknowledged that he signed sealed and deliv-  
ered the foregoing deed on the day of its date for the purposes and  
consideration therein mentioned as his proper act and deed  
Given under my hand & seal the 23rd of  
day of February A.D. 1866.

Jno. S. Robinson

A D + Virginia Banks

To } Deed Trust }



Filed for Record & Recorded Feb 24, 1866,

W W Shackelford }

This Indenture made and entered into  
this Fifteenth day of February A.D. 1866, between Mrs Virginia Banks  
assisted herein by her husband Andrew D Banks of the County of  
Madison and State of Mississippi. Parties of the first part  
W W Shackelford of the County of Madison and State of Mississippi  
party of the second part and L. C. Dennis and John D. Lewis  
partners in trade in the Cotton Factorage and general Commis-  
sion business under the partnership name and style of Dennis  
& Lewis of the City of New Orleans and State of Louisiana  
parties of the third part. Witnesseth, That whereas the said  
parties of the first part are justly indebted for an account of the  
said Virginia Banks to the said parties of the third part in the  
sum of six thousand dollars - as evidenced by three promissory notes  
for the sum of two thousand dollars each, all bearing date February  
14th 1866 - One payable November 1st 1866, One payable December 1st  
1866 and the Other payable January 1st 1867 - All payable to the order  
of the said parties of the first part and by them endorsed and made  
payable at the Louisiana National Bank in the City of New  
Orleans La. with eight per cent per annum interest after  
Maturity until paid and which said notes are hereafter referred  
by Deed Trust, Feb 15th 1866, to Shannon Lewis' Trust, which  
said Notes it is the desire of the said parties of the first part  
effectually to remove. Now in consideration of the premises and  
the sum of ten dollars by the said party of the second part  
to the said parties of the first part in hand paid the receipt  
whereof is hereby acknowledged, the said parties of the first  
part have bargained sold aliened and conveyed and by  
these presents do bargain sell alien and convey unto the  
said parties of the second part his heirs or assigns all  
that certain tract or parcel of land lying and being in the

County of Madison and State of Mississippi and described as the South East quarter of Section Twenty Two, E 1/2 Sec 26, S W 1/4 Section 24 except that portion lying south of the Publick road and the W 1/2 of the W 1/2 of the S E 1/4 of Sec 24. All in Township seven Range one East and containing six hundred and forty acres more or less. To Have and to hold the said Tract of land with all the appurtenances and improvements thereto belonging or appertaining unto the said party of the second part his heirs or assigns forever. Now Trust Nevertheless and upon the express condition that should the said parties of the first part promptly pay said several promissory notes and all interest thereon as they severally fall due, then this obligation to be void; But if the said parties of the first part should fail or refuse to pay said promissory as they severally and respectively fall due, then the said party of the second part is authorized and empowered to sell the said property herein conveyed for cash after giving thirty days notice by advertising in one newspaper and posting written or private notices in three or more public places in the said County of Madison and out of the proceeds to pay the said several promissory notes and all interests thereon and all the expenses of this Trust and said sale and make to the purchaser a good and sufficient fee simple title. It being further understood and agreed that in the event of the death of the said party of the second part or of his inability or unwillingness to act that the Sheriff of <sup>the</sup> said County of Madison and State of Mississippi for the time being is and shall be authorized and empowered to act as Trustee as aforesaid.

Now Testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals this the day of the date first above written,

Virginia Banks   
 Andrus D. Banks 

Trust accepted, C. C. Shackelford

State of Louisiana }  
 City of New Orleans } Personally appeared before me William Shannon Commissioner of Deeds & for the State of Mississippi Virginia Banks and Andrus D. Banks, and the said Virginia Banks being by me, examined separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein stated as her voluntary act and deed without any fear threat or compulsion of her said husband whatever, and the said A. D. Banks also

Acknowledged that he signed sealed and delivered the foregoing as his Voluntary act and Deed,

No. 15 Internal Revenue  
Stamps Annexed & Cancelled

Given under my hand and seal  
This 15th day of February A D 1866.

William Shannon  
Clerk.

J. C. Ford

To S Deed } Filed for Record & Recorded Feby 26, 1866  
Thos. M. Griffin }

This Indenture made and entered into the tenth day of October A D 1859, between J. C. Ford of the first part and Thomas M. Griffin of the second part, both of Madison County State of Mississippi. Witnesseth That for and in consideration of the sum of seventy five dollars in hand paid by the party of the second part at and before sealing and delivery of these presents the receipt whereof is hereby acknowledged, the party of the first part has this day bargained sold and conveyed and by these presents does bargain grant sell & convey unto the party of the second part his heirs and assigns forever the following described tract of land lying and being in the County and State aforesaid, and known as follows, All of the east half of the southeast quarter of South east quarter of Section twenty five, Township Eight Range Two East lying west of the Canton & Jackson road containing five acre more or less, said to have and to hold the above described land unto the party of the second part, his heirs and assigns forever, and the party of the first part for himself his heirs and assigns does warrant and defend the title to said lands against the claims of all and every person whatsoever both in law and equity forever in fee simple.

On Testimony whereof the said party of the first part has hereunto set his hand and affixed his seal, the day and year first above written

J. C. Ford (Seal)

State of Mississippi

Madison County } Personally came before the undersigned Clerk of the Probate Court of said County J. C. Ford, whose genuine signature appears to the foregoing deed of conveyance to Thomas M. Griffin and acknowledged that he signed sealed and delivered the foregoing deed on the day of its date as his proper act and deed.

No. 52 Internal Revenue  
Stamps Annexed & Cancelled

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Canton, County State aforesaid this 7th day Nov 1859

George Ward Clerk

William Ford & Wife

To Deed  
Wm J Parker

Filed for Record and Recorded Febry 26. 1866

This Indenture made this 13th day of February in the year One thousand eight hundred and sixty six, between William Ford and Ann M his wife of the one part and W J Parker of the other part all of the County of Madison and State of Mississippi, do hereby certify that the aforesaid William Ford and Ann M his wife for and in consideration of three thousand dollars in gold, one thousand in hand paid before the signing and sealing of these presents, and the remaining two thousand dollars to be paid in gold, one thousand on the twenty fifth day of December eighteen hundred & sixty six, the other thousand on the twenty fifth day of December eighteen hundred and sixty seven, and which said remaining two thousand dollars remain a lien on the land here in described bargained and sold, have bargained and sold and conveyed, to the said W J Parker all that certain tract or parcel of land situated lying and being in the County of Madison State of Mississippi and described as follows To wit, The east half of the south east quarter of section thirty two and the South west quarter of section thirty three in Township two Range four, and the west half of the North west quarter of section four in Township nine all in range four East, and also ten acres of the North East corner of the East half of North east quarter of section five in Township nine Range four East lying north of the road leading from Sharov to A B Lotts) containing in all three hundred & thirty eight acres, more or less. To have and to hold forever unto the aforesaid W J Parker his heirs and assigns, and the said William Ford & Ann M his wife do bind themselves and their heirs & Executors Administrators to warrant the right and title to said land to Parker and his heirs and assigns free and clear from the just claims from every person and from all persons.

In testimony of which the said Ford and his wife have set their hands and seals the day & year above written.

Signed Sealed and delivered in presence of

William Ford      Seal  
 Anna M Ford      Seal

The State of Mississippi

Madison County } Personally appeared before me Thomas L Hart, M, P, J, Wm Ford and Ann M Ford his wife who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their Voluntary act and Deed, and the said Ann M Ford being examined by me privately

This is in full of the debt in the said No 3000  
 satisfied in full this 31st day of April 1866  
 Wm J Parker  
 Wm J Parker

Separate and apart from her said husband acknowledged that she signed sealed and delivered the same on the day and year therein mentioned as her Voluntary act and deed without any fears threats or compulsion of her said husband.

Given under my hand and seal this 13th Day of February A.D. 1866.

33<sup>rd</sup> Natural Revenue  
Stamp Annulled & Cancelled

Thomas L Hart Member Board Police

R L Saunders } Filed for Record Febry 27th 1866  
To: Deed }  
Wm H Capell } Recorded Febry 28th 1866.

This Indenture made and executed this 10th day of December A.D. 1865 by and between Richard L Saunders of the first part and William H Capell of the second parts both of the County of Madison & State of Mississippi, Witness that the said party of the first part for and in consideration of the sum of Three thousand dollars herebefore paid the receipt of which is true by acknowledged, hath given granted bargained sold & conveyed and by these presents doth give grant bargain sell & convey to the said party of the second parts a certain lot or parcel of land situate in said County and described as follows: Beginning at the South East Corner of a certain lot or parcel of ground conveyed by the said party of the first part and Ellen M Saunders his then wife to Margaret A Draw, by and bearing date the first day of March A.D. 1862, and recorded in Book of deeds D page 647 & 648. Among the land records of said County thence north with the variations of the compass (if any) by which the original plat of said land was laid off and measured along the west line of the land so conveyed to said Margaret A Draw, seven hundred and twenty five yards, thence west (with the like variations of the Compass (if any) until it reaches a point that is intersected by an extension north of the east boundary line of a certain lot or parcel of land conveyed by said Saunders & wife to John Handy & others by and dated the 7th day of April A.D. 1856 and recorded in the land records of said County in Book of Deeds C page 134 & 135, thence South on the line of said lot or parcel of ground so conveyed to said Handy & others seven hundred and twenty five yards, thence East with like variations of the compass to the beginning. To have and to hold said lot or parcel of land and premises to the said party of the second parts his heirs and assigns forever. And the said party of the first part for himself his heirs executors & administrators doth hereby covenant & agree to & wish

The said party of the second part his heirs and assigns forever to warrant and defend the title to said land and premises hereby conveyed unto to him the said party of the second part his heirs and assigns forever, against all incumbrances and against the claim or claims of all and every person,

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

R. L. Saunders

State of Mississippi  
Madison County

Personally appeared before the undersigned Clerks of the Probate Court in and for said County Richard L. Saunders party grantor in the foregoing and who acknowledged that he signed sealed and delivered the same on the day and year therein mentioned as his act and deed,

Given under my hand and seal of

12<sup>th</sup> National Revenue Stamps  
Annulled & Cancelled

Said Court this 24<sup>th</sup> day of February A.D. 1866.

R. S. Reed Clerk

Richard L. Saunders

To 3 Deeds

S. L. Mosby

Filed for record Febry 27<sup>th</sup> 1866.

Recorded Febry 28<sup>th</sup> 1866.

This Indenture made

and entered into this 10<sup>th</sup> day of December A.D. 1865 by and between Richard L. Sanders of the first part and Samuel S. Mosby of the second part (Witnesseth, that the said party of the first part for and in consideration of the sum of six hundred dollars to him in hand paid the receipt of which is hereby acknowledged, hath given granted bargained and sold aliened and conveyed and by these presents doth give grant bargain sell alien and convey to the said party of the second part the following lot or parcel of land situate lying and being in the County of Madison State of Mississippi and described as follows beginning at the south east corner of a certain lot or parcel of ground known as the Canton Country, thence north with the variations of the compass if any until it reaches the South west corner of a certain lot or parcel of land this day conveyed by said party of the first part to William H. Cassell thence west along the line of the lands of Wesley Deane Equino until it reaches the North east corner of the lot or parcel of land now occupied by Joshua S. Richards Equino thence North with the proper variations of the compass if any until it reaches a point intersected by

the extension of the southern boundary line of said Cemetery lot  
 thence along said southern line of said Lot to the beginning. To  
 have and to hold said land unto him the said party of the  
 second part his heirs and assigns forever. And the said party  
 of the first part for himself his heirs executors and Administrators  
 doth hereby covenant and agree to and with the said party  
 of the second part his heirs and assigns forever to warrant and  
 defend the title to said land hereby conveyed unto to him the  
 said party of the second part his heirs and assigns forever  
 against all incumbrances and against the claim or claims  
 of all and every person.

In testimony whereof the said party of the first part  
 hath hereunto set his hand and seal the day & date herein written  
 R. C. Saunders

The State of Mississippi  
 Madison County } Personally appeared before the undersigned  
 Clerk of the Probate Court in and for said County Richard C  
 Saunders party grantor in the foregoing deed who acknowledged  
 that he signed sealed and delivered the same on the day and  
 year therein mentioned as his act and deed.

1<sup>st</sup> National Revenue Stamp  
 Unused & Cancelled

Given under my hand and seal of said  
 Court. this 27<sup>th</sup> day of February AD 1866.  
 E. D. Ward Clerk.

E. S. Pearce } Filed for record & recorded July 28<sup>th</sup> 1866  
 To S. Lease }  
 L. H. Pearce } Agreement of Lease made this the \_\_\_ day  
 of October in the year of our Lord 1865. between Elizabeth S. Pearce  
 of the first part and Leonidas S. Pearce of the second part each  
 of the County of Madison in the State of Mississippi  
 1<sup>st</sup> The said E. S. Pearce demises lets and leases to L. H. Pearce the  
 Hotel or Tavern situated in Canton in the County and State aforesaid  
 and known as the Pearce House together with all the Out buildings  
 Stable Lots and Gardens thereto attached or in any wise belonging  
 or appertaining for and during the term of Four years beginning on the  
 first day of January next (1866) and ending on the 31<sup>st</sup> day of  
 December 1869 inclusive and engages to sustain him in the full &  
 quiet use & possession of all and singular of the premises during  
 that time

2. The said L. H. Pearce in consideration of the use and occupa-  
 tion of the premises aforesaid agrees to pay to said E. S. Pearce Fifty  
 hundred dollars for the year 1866 payable in four equal payments



On the last day of each quarter of said year 1866 and to lay out and expend in such repairs on said premises as to him may seem advisable and necessary during the said year 1866 the additional sum of Five Hundred dollars.

And the said Lt Pearce for and in consideration as aforesaid agrees to pay to said E. S. Pearce Four Thousand Dollars in each of the years 1867 1868 & 1869 less the amount expended by him in each year, which is not to exceed Five Hundred Dollars in any one year for necessary repairs of said premises. The said sum of Four thousand dollars less the expenditures aforesaid to be paid quarterly in each year in manner as more particularly heretofore specified for the year 1866.

Signed and sealed by the parties in duplicate this the day of October 1865 as first written

Witness  
J. M. Anderson  
Geo. L. Meeks

E. S. Pearce (Seal)  
Lt Pearce (Seal)

The State of Mississippi

Madison County

Personally appeared before me E. S. Ward Clerks of the Probate Court of said County, Mr. E. S. Pearce and Lt Pearce who severally acknowledged that they signed sealed & delivered the foregoing Lease on the day and year therein mentioned and for the purposes therein stipulated as their free and Voluntary act & deed.

Given under my hand and the seal of said County at Office in the City of Canton this 28th day of February A. D. 1866.

E. S. Ward Clerk

5th Internal Revenue  
Stamps Attached & Cancelled

Jefferson Love  
To Deed  
A. P. Hill

Filed for Record March 1st & Recorded March 3rd 1863

The State of Mississippi  
Madison County

This Indenture made and entered into this 1st day of March A. D. 1866 between Jefferson Love party of the first part and A. P. Hill party of the second part, both of the County & State aforesaid, Witnesseth.

That whereas the party of the first part did on the 10th day of November A. D. 1862 with John W. Griffin and J. M. St. Cassell execute a promissory note in writing, the said Griffin & Cassell being in fact only sureties thereon, the following being the copy of said note.

1106 5/100. On the first of January next one or either of us promise to pay A. J. Montgomery, President of Board of Trustees for Township 7 Range 2nd East or his successors in Office Eleven hundred and six and 5/100 Dollars for value received in loaned money

With interest thereon at 10 per cent per annum from 10th day of November 1862

Nov 10th 1862,

(Signed) Jefferson Love  
(Signed) Geo W Griffin  
(Signed) Wm H Beasell

And whereas the said party of the first part is desirous of paying the said note and the party of the second part has agreed to take up said note now amounting principal and interest to fourteen hundred and ninety three dollars and eighty three cents (\$1493.83/100)

Therefore in consideration of the agreement and obligation of the party of the second part to take up said note and protect said parties and the further payment in cash of one hundred and six dollars and nineteen cents cash in hand paid, amounting in all to sixteen hundred dollars, the said party of the first part has bargained sold aliened & conveyed and by these presents doth bargain sell alien & convey to the party of the second part the following lands lying and being in the County of Madison State of Mississippi, to-wit:

The North East quarter of section twenty one, Township three Range three East containing by estimation one hundred and sixty six acres more or less. To have and to hold to him and his heirs forever. And the party of the first part doth covenant and agree to and with the party of the second part his heirs and assigns that he will, and his heirs shall covenant and defend the title to the above granted premises against the claims of any and all persons whatsoever, and he further covenants that the above granted premises are free from all incumbrances whatever, except the Federal Taxes, and as to said Taxes it is expressly understood that the party of the first part is not to be responsible therefor, but the same are to be paid by the party of the second part.

In testimony whereof the party of the first part doth hereunto append his hand and affix his seal this 1st day of March A.D. 1866

Attest  
Wiley H Johnson.

Jefferson Love

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Clerk of the Probate Court of said County, Jefferson Love the grantor in the foregoing deed who duly acknowledged that he signed, sealed and delivered the foregoing deed as his own act & deed on the day and year and for the purposes therein mentioned. Given under my hand & seal of said Court this 1st day of March A.D. 1866.

Wiley H Johnson  
Stamps annexed & cancelled

E D Ward Clerk

Jefferson Love }  
His Deed } Received for Record Mar 1st and Recorded March 3, 1866  
M A Hill }

The State of Mississippi }  
Madison County }

This Indenture made and entered into this 1st day of March A D 1866. between Jefferson Love party of the first part of the County of Madison & State of Mississippi and Margaret A Hill wife of A P Hill also of the same County and State party of the second part. Witnesseth, That for and in consideration of the sum of five hundred and ninety two dollars in gold paid by the party of the second part and estimated at Eight Hundred Dollars in currency (it being estimated at 135 to the dollar) the party of the first part has bargained sold aliened and conveyed and by these presents doth bargain sell alien and convey unto the party of the second part the following tract or parcel of land, Namely, West Half of South West quarter (N 1/2 of S W 1/4) Section twenty Eight, Township Nine Range Three East containing by estimation eighty acres more or less, and for and in consideration of the further sum of six Hundred & forty dollars secured to be paid by draft on New Orleans of this date on the firm of J H & S M Allen of that City for said sum of Money, the said party of the first part hath bargained sold aliened and conveyed and by these presents doth bargain sell alien and convey to the party of the second part the following lands in said County & State, Namely, East half of North West quarter, Section twenty eight, Township Nine Range Three East, it being Eighty acres more or less. To Have and to Hold the above described lands they being one hundred & sixty acres) to her the said Margaret A Hill, to be held in her own name and as of her own separate property; the consideration money being her own separate Estate, and to her own use, and to her heirs forever.

And the said party of the first part will warrant & defend the title thereto against any and all persons whatsoever, and also against all incumbrances except that of the Federal Tax. Given under my hand & seal this 1st day of March A D 1866.

Witness My Hand & Seal

Jefferson Love

The State of Mississippi }  
Madison County }

Personally appeared before the undersigned Clerk of the Probate Court of said County, Jefferson Love grantor in the foregoing deed, who duly acknowledged that he signed sealed & delivered the foregoing deed as his act & deed on the day and year after the purposes therein mentioned. Given under my hand & seal of said Court this 1st day of March A D 1866.

Witness My Hand & Seal  
Annexed & Cancelled

E D Ward, Clerk

Mrs Kate Barlow

For Deed

Mrs E L Postick

Recd for Record, Mar 2nd & Recorded, Mar 3rd, 1866

This Indenture made this first day of March 1866, between Monzo S Barlow and Kate L Barlow his wife of the first part and E L Postick of the second part of the County of Madison and State of Mississippi, Witnesseth that the party of the first part for and in consideration of the sum of three hundred and sixty dollars to them in hand paid at and before the signing & sealing of these presents the receipt whereof is hereby acknowledged has this day granted bargained and sold unto the said E L Postick and her heirs the following described tract or parcel of land lying and being in the County of Madison and State of Mississippi, and bounded and described as follows, to wit, Eight acres in the south west corner of the South 1/2 of the west 1/2 of the North west quarter of Section (13) Township nine Range 2 East, further described, Beginning at the South west corner of the S 1/2 of the W 1/2 of the NW 1/4 of section 13 Township 9 Range 2 E Running 330 feet east thence North 264 feet thence east 330 feet thence south 264 feet, Eight acres in all the same being the separate property of the said Kate L Barlow held in her own name and her own right, To have and to hold said tract or parcel of land together with the privileges and appurtenances thereto belonging unto the said E L Postick her heirs and assigns forever, and the party of the first part undertake for themselves their heirs Executors & administrators to warrant & defend the right and title of said of said land to said Postick and her heirs forever free from the claims or claims of all persons whomsoever claiming, Given under our hands and seals this day and year first above written

for Notarial Seal & Stamps  
 Imprinted & Cancelled

A D Barlow  
 Kate L Barlow

The State of Mississippi

Madison County, Personally appeared before me Ed Ward clerk of the Probate Court of said County A D Barlow & Kate L Barlow his wife, who solemnly acknowledged that they signed sealed & delivered the foregoing and on the day and year therein mentioned and for the purposes therein stated as their voluntary act & deed, and the said Kate L Barlow on a private examination separate and apart from her said husband, acknowledged that she signed sealed & delivered the foregoing deed freely without any fear threats or compulsion from her said husband as her voluntary act & deed. Given under my hand & seal of said Court at Office in the City of Canton this 2nd day of March A D 1866.

E. D. Ward Clerk.

R J Seate & Wife  
The Deed of Conveyance  
M P Holloman

Filed for Record and Recorded March 3rd 1866.

State of Mississippi }  
Madison County }

This Indenture made this 21st day of February A.D. 1866 by and between Robert J Seate and Mary J Seate his wife of the first part and P.M. Holloman party of the second part all of the County of Madison and State of Mississippi, Witnesseth. That the said party of the first part in consideration of the sum of twelve hundred dollars to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged hath granted bargained sold aliened and conveyed and doth by these presents grant bargain sell alien and convey unto the said P.M. Holloman party of the second part her heirs and assigns the following tract or parcel of land Viz: The East Half of Lot No 1770 and Square No 100, according to the plan of the town of Sharon and lying and situated in the town of Sharon and County of Madison and State of Mississippi. To have and to hold the above described land & premises together with all & singular the appurtenances therunto belonging, to said party of the second part her heirs and assigns forever. Provided, That this Deed is made subject to the following conditions Viz: That the said P.M. Holloman party of the second part her heirs and assigns are forever firmly bound by these presents that she will not at any time pursuant to the aforesaid premises the vending of ardent spirits or gambling or any species of vice, or any immorality which will tend to defeat the great object proposed to be effected by the Act of Incorporation of said Town of Sharon by the Legislature of Mississippi, which Act is now in force. And that in case of the violation of any of the conditions herein specified by the said P.M. Holloman party of the second part her heirs or assigns then and in that case the lot and premises above described to be forfeited to the Trustees of Sharon Female College for the use and benefit of said Institution.

In testimony whereof we hereunto affix our hands and seals this 21st day of February A.D. 1866.

R J Seate  
M J Seate

State of Mississippi }

Madison County } Before the undersigned Judge of the Probate Court in & for said County & State this day personally appeared Robert J Seate one of the grantors to the within deed of conveyance who duly acknowledged that he signed sealed and delivered the said deed of conveyance with due and free intention as his own proper act & deed for the purposes therein mentioned. At the same time also came Mary J Seate wife of said Robert J Seate, the other grantor to the within deed of conveyance who on a private examination apart from her said husband duly acknowledged that she signed sealed & delivered the said deed of conveyance on this day and year and for the purposes therein mentioned as her own voluntary act & deed freely & without any fear threats or compulsion of her said husband. As witness my hand & seal this 21st day of February A.D. 1866.

M M Cooper Judge &c

12 National Revenue Stamps hereof cancelled

W G Thompson

To Deed } Filed for Record and Recorded March 30th 1866  
Orren Van Vactor }

The State of Mississippi

Madison County

This Indenture made & entered into this third day of March eighteen hundred & sixty six by and between William G Thompson of said County of the first part & Orren Van Vactor of said County of the second part. Witnesseth. That the said Thompson for & in consideration of the sum of four hundred dollars to him in hand paid by said Van Vactor the receipts whereof is hereby acknowledged hath granted bargained & sold and by these presents doth grant bargain & sell unto the said Van Vactor the following lot, tracts or parcel of land situated being & lying in the County aforesaid and more particularly described as the East half of the West half of the South half of the South East quarter of section four Town Township nine range two east, containing by estimation twenty acres or the same more or less.

To Have and to hold the premises aforesaid and all and singular the appurtenances therunto belonging unto the said Van Vactor his heirs and assigns forever. And the said Thompson for himself his heirs & assigns forever warrant and defend the title against the claims of all persons whatsoever.

In Testimony of all which the said party of the first part hath hereunto set his hand and seal the day and year first above written.

The State of Mississippi  
Madison County

W. G. Thompson

Personally appeared before the undersigned a Justice of the Peace in and for said County the above mentioned William G Thompson who acknowledged that he signed sealed and delivered the foregoing instrument of writing as his act and deed on the day and year therein written.

Given under my hand and seal this third day of March eighteen hundred and sixty six

John S Robinson

11<sup>th</sup> Internal Revenue  
Stamps Annulled & Cancelled

W. G. Thompson

To Deed } Filed for Record and Recorded March 3rd 1866.  
S. G. Fellows. }

The State of Mississippi }  
Madison County }

This Indenture made and entered into this third day of March Eighteen Hundred and sixty six by and between William G. Thompson of said County of the first part and Jonathan G. Fellows of said County of the second parts. Witnesseth that said Thompson for and in consideration of the sum of four hundred dollars to him in hand paid by the said Fellows, the receipt whereof is hereby acknowledged hath granted bargained & sold and by these presents doth grant bargain and sell unto the said Fellows, the following lot tract or parcel of land situated lying and being in the County of Madison aforesaid and more particularly described as the west half of the west half of the south half of the south east quarter of section fourteenth, Township nine Range Two East, containing by estimation twenty acres, be the same more or less.

To Have and to Hold the premises aforesaid with all the appurtenances thereto belonging unto the said Fellows his heirs and assigns forever. And the said Thompson for himself his heirs & or will forever warrant and defend the title against the claims of all persons whatsoever.

In testimony of all which the said party of the first part hath hereunto set his hand and seal the day and year first above written

W. G. Thompson (Seal)

State of Mississippi }  
Madison County }

Personally appeared before the undersigned a Justice of the Peace in and for said County the above mentioned William G. Thompson who acknowledged that he signed sealed and delivered the foregoing instrument of writing as his act and deed on the day and year therein written,

Given under my hand and seal this third day of March A.D. 1866 Eighteen hundred and sixty six

John S. Robinson (Seal)

Internal revenue Stamps  
Annexed & Cancelled

W Richardson & wife } Filed for Record March 30th 1866,  
 G. D. } Recorded March 5th 1866,  
 Mark Hoyt }

This Indenture made this 13th day of February A.D. one thousand eight hundred and sixty six between Edward Richardson and Margaret E. Richardson his wife of the County of Hinds State of Mississippi parties of the first part, and Mark Hoyt of the City of New York of the second part, Witnesses.

That said parties of the first part for and in consideration of the sum of twenty two thousand dollars to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have granted bargained sold aliened conveyed and confirmed, and by these presents do hereby grant bargain sell release convey and confirm unto the said Mark Hoyt his heirs and assigns forever all the following described lands situated in Madison County Mississippi and more particularly designated and described as follows:

All of Section Twenty one (21) the north half and the southwest quarter of section twenty eight, the west half of the west half of section twenty two (22) the north west quarter of section twenty seven (27) and one hundred and twenty acres off of the South end of section twenty nine (29) laid off by a line running East and West so as to include one hundred and twenty acres. All of the above lands being in Township numbered nine (9) of Range number one (1) East. Also the North west quarter of section thirty three (33) Township Ten Range one East. This last quarter section being situated in Yazoo County Mississippi. The entire tract containing seven hundred and twenty acres of land. For the same consideration said parties of the first part have sold said party of the second part all the personal property of every description now on or that belongs to said plantation, and transfers the contracts for the hire of the freedmen for the current year, together with all the improvements of every description on the land.

Do have and to hold the above described lands with their improvements and appurtenances to the only proper use, benefit and behoof of him the said Hoyt, his heirs and assigns forever.

And the said parties of the first part for themselves, their heirs Executors and Administrators covenants with said Hoyt his heirs and assigns forever, that they are lawfully seized and possessed of said lands, that said lands



Are free from all incumbrances and that they are fully authorized to convey the same. and they further covenant and agree with said party of the second part that they will forever warrant and defend the title of said land to him his heirs Executors and assigns against the claim or claims of all persons whatsoever.

In testimony of which said Richardson and wife have hereunto set their hands and affixed their seals this day and year first above written.

E Richardson Seal  
M E Richardson Seal

State of Mississippi }  
County of Hinds } Sec

Personally appeared before the undersigned a Justice of the Peace in and for said County of Hinds the above named Edward Richardson and Margaret E Richardson his wife who acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year therein mentioned.

And said Margaret E Richardson being by me examined jointly and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed, fully and without the fear threats or compulsion of her said husband.

Witness my hand and seal this 18th day of February 1866

George Dobson J.P. Seal

\$2.25 Internal Revenue  
Stamps Attached & Cancelled

E H Mahone } Filed for Record Feb'y 26<sup>th</sup> + Recorded March 5<sup>th</sup> 1866.  
to 3/4 Dred Trust

John S Beasley } Know all men by these presents that E H Mahone of the County of Hinds have this day bargained and sold to John S Beasley all the Stock of horses mules farming utensils &c now on the plantation known as the Kearney plantation in the County of Madison State of Missi together with the crop of cotton to be raised on said plantation the present year on the following conditions to wit; that whereas the said John S Beasley has agreed to furnish to the said E H Mahone cash in hand the receipt of which is hereby acknowledged to the amount of Seven thousand Dollars and further to furnish said E H Mahone with advances to make in the aggregate the sum

Ten Thousand Dollars to be paid used & expended on the place herein  
 aforesaid - Now if the said E. H. Mahone shall well and truly pay  
 to said John S. Beasley the said sum of Ten thousand dollars  
 or such part thereof as may have been received by him or or before  
 the tenth day of October 1866 out of the first shipment of cotton to  
 be made from said plantation then this instrument to be void other-  
 wise to remain in full force & virtue - and it is further agreed  
 by me the said E. H. Mahone that all stocks, such as mules horses  
 farming utensils &c hereafter from the date as may be taken and  
 used on said place are to be subject and liable to the conditions of  
 this instrument as security for said sum of money advanced and  
 to be advanced as aforesaid and should it be necessary for the  
 said John S. Beasley to advance me any more money or supplies  
 this instrument as security for the same to stand good as for  
 the sums or advances first named

Given under my hand and seal this            day of Feb'y  
 1866

E. H. Mahone *(Signature)*

State of Mississippi }  
 Warren County } Personally appeared before me Hoolley Mann  
 a Justice of the Peace in and for said county and State E. H.  
 Mahone who acknowledged that he signed sealed and delivered  
 the foregoing instrument as his act and deed for the purposes  
 therein contained

Given under my hand and seal this the 6<sup>th</sup> day  
 of February A. D. 1866.

Hoolley Mann J. P. *(Signature)*

\$10<sup>00</sup> U. S. Revenue Stamps  
 attached & cancelled

John S. Lamar }  
 vs } Filed for Record & Recorded March 7, 1866  
 J. B. Powell et al }

This indenture made and entered into this 4<sup>th</sup>  
 day of March 1866 between John S. Lamar of the first part and  
 J. B. Powell of the second part, and the firm of Brown &  
 Brown of the third part, Witness etc.

That whereas the said John S. Lamar  
 party of the first part aforesaid, being desirous of planting in  
 in the County of Madison State of Mississippi, during the year  
 1866, and from the loss of property during the late war being  
 unable so to do, without assistance pecuniary and being

desirous of securing such persons as are inclined to render such assistance during said time and raise them from loss thereby, and whereas the said J. H. Powell has agreed and by these presents doth agree with him the said John A. Lamar to furnish him with certain plantation supplies at such times as may be desired by the said Lamar during said year of 1866, amounting to the sum of eight hundred dollars (\$800) in said supplies the same by the said Powell to be delivered to the said Lamar at Canton in said County of Madison and the payment therefor to become due on the 1st day of January next, January 1<sup>st</sup> 1867 a part of which said supplies the said Powell hath already delivered to the said Lamar.

And whereas the said firm of Brown & Norman have further agreed with and promised the said Lamar and by these presents doth so agree and promise to and with him in consideration of the premises and for the further considerations hereinafter mentioned, to furnish by way of assisting the said Lamar in planting as aforesaid him with the sum of twelve hundred dollars in cash and supplies for his plantation as aforesaid; the said cash to be by the said Lamar invested in and upon his said plantation during said year of 1866 and for planting purposes, and the said supplies to be by the said firm of Brown & Norman so furnished him the said Lamar at Canton at such times as he may so desire them and at the market price therefor during said year of 1866 and the payment therefor to become due and payable on the 1st day of <sup>May</sup> ~~January~~ next to wit, May 1st 1867.

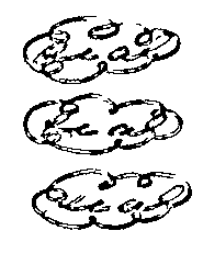
Now therefore in consideration of the premises the said party of the first part hath this day granted bargained and sold and by these presents doth grant bargain and sell unto the said parties of the second and third parts, to J. H. Powell of the second part and the firm of Brown & Norman of the third part the following named and described property now being and remaining upon the premises of the said Lamar in said County, and then to remain under the possession and control of the said Lamar until the 1st day of January 1867, for the purpose of being used by him the said Lamar in planting and raising a crop during said year of 1866 to wit,

One Bay Mare Mule (Jenny Bell) about four years old one Bay Mare Mule (Becky) about seven years old, one small Gray Mule (Net) about nine years old, and one small Gray Mule (Julia) about nine years old and one gray Horse Mule (Lam) about ten years old. To have and to hold said property herein intended to be conveyed unto the said parties of the second and third parts their heirs and assigns

Forever. And it is further understood and expressly agreed upon by and between said parties of the first second and third parts that the said several sums above specified and advanced to said party of the first part as cash and plantations supplies as aforesaid by said parties of the second and third parts, be and the same shall constitute and remain as a special lien and Mortgage upon all the crops planted or hereafter to be planted, grown raised or gathered by said party of the first part in said County of Madison during the said year of 1866, and in the event of the failure of said party of the first part to pay and satisfy said parties of the second and third parts, the several sums by each of them in cash and supplies as aforesaid so advanced, and furnished him with the proper interest thereon on or before the first day of May 1867, then and in that case said parties of the second and third parts or either of them may proceed by law to cause each and all of the foregoing named Mules five in number, and which are herein declared to be decided and mortgaged only for the payment of said debts and said crops raised or gathered to be sold and the proceeds thereof to be first applied to the payment of the said sum of Eight hundred Dollars (and interest thereon) advanced by the said A. P. Powell and the residue thereof to be applied to the payment of said sum of Twelve Hundred Dollars and interest thereon, so advanced by the said firm of Brown & Hornum. But if there should remain any residue after paying each of the aforesaid claims, the same shall be paid over to the said Arthur A. Lamar.

Sw. Testimony whereof the said party of the first part hath this day hereunto set his hand and affixed his seal after interlinations and measures first made

March 7th 1866

J. J. Lamar 

The State of Mississippi  
Madison County 3

Personally appeared before me E. D. Ward Clerk of the Probate Court in and for said County, J. J. Lamar who acknowledged that he signed sealed and delivered the foregoing instrument of writing on the day and year therein mentioned and for the purposes therein expressed as his Voluntary act & deed

Given under my hand and seal of said Court at Office in the City of Brandon this Seventh day of March A. D. 1866.

E. D. Ward Clerk

Couch & Geary

Co Deed } Filed for Record and Recorded March 8th 1866  
 A. S. Lee }

The State of Mississippi }  
 Madison County }

This Agreement made and entered into this 21st day of December A.D. 1865 by and between A. S. Couch and John W. Geary partners under the name and style of Couch & Geary of the County of Madison and State of Mississippi of the first part and A. S. Lee of the County of St. Charles State of said of the second part: Witnesseth,

That for and in consideration of the sum of fifteen hundred dollars to be paid by the party of the second part to the party of the first part in the following manner, to wit, by the draft of the said party of the second part for the sum of fifteen hundred dollars, drawn in favor of the said party of the first part dated on the 21st day of December 1865 and due and payable sixty days after date, said draft being drawn on J. S. Powell New Orleans Louisiana, and accepted by him.

The receipt of which draft is hereby acknowledged. The said party of the first part have bargained sold delivered and conveyed and by their presents do bargain sell deliver and convey unto the party of the second part the following tract or parcel of land lying and being in the City of Canton, County of Madison and State of Mississippi and described as follows, Beginning at a Stake on Union Street two hundred feet South to the South East corner of Lot formerly owned by E. W. Nash and thence West four hundred feet, thence South one hundred feet, thence East four hundred to the said Union Street, thence North one hundred feet to the point of beginning, being the same lot or parcel of ground conveyed by Francis Gallagher to Augustus Talbot by deed dated 16th June 1862 and duly recorded on 5th day of February 1863 in Book P. Page 640 of the records of the Probate Court of Madison County Mississippi and conveyed by Augustus Talbot to the parties of the first by deed dated December 9th 1865. It is now and to hold all and singular the above described lot or parcel of ground, with all the buildings, Out buildings tenements and appurtenances thereto belonging or in any wise appertaining to him, the said party of the second part, his heirs and assigns forever, and the said parties of the first part do further covenant to and with the said party of the second part, that they are seized in fee and have full right to convey said premises; and they further covenant that they will forever maintain and defend the title to the said premises above conveyed, against any and all persons whatsoever. In Testimony whereof the said parties of the first part have hereunto set their hands and seals this 21st day and

Year first above written

A L Couch Seal  
John Tranguain Seal

The State of Mississippi  
Madison County } Personally appeared before me E D Ward  
Clerk of the Probate Court of said County A L Couch and John Tranguain  
who solemnly acknowledged that they signed sealed and delivered the foregoing  
deed on the day and year therein mentioned as their voluntary act & deed  
Given under my hand and the seal of said County at Office in the City  
of Canton this 21st day of December A D 1865  
E D Ward Clerk

The State of Mississippi  
Madison County } Know all men by these presents that J. Emma E  
Couch wife of A L Couch one of the grantors in and to the foregoing deed  
for and in consideration of the sum of ten dollars to me in hand paid the  
receipt whereof is hereby acknowledged and for divers other divers reasons  
and considerations moving me thereto do hereby bargain sell release  
relinquish and convey unto A S Lev all my right of dower and every  
other right or interest I may have in and to the lot and premises  
conveyed by the said A L Couch in and by the within deed to the  
said A S Lev. To Have and to hold all said rights and interests unto  
the said A S Lev his heirs executors administrators and assigns forever  
the claim or claims of any and all persons claiming under me.  
Given under my hand & seal this 21st day of December 1865  
Emma E Couch Seal

The State of Mississippi  
Madison County } Personally appeared before me E D Ward  
Clerk of the Probate Court in and for said County Mrs Emma E Couch  
wife of A L Couch who acknowledged that she signed sealed and delivered  
the foregoing relinquishment of Dower and interest in and to the lot and  
premises described in the foregoing deed as her free and voluntary  
act and deed without any fear threats or compulsion on the part of  
her said husband.  
Given under my hand and the seal of said County  
at Office in the City of Canton this eighth day of March A D 1866.  
E. D. Ward Clerk

1/2 W Revenue Stamps  
Annexed & Cancelled

F D Coleman & Wife

vs Deed

Caroline M Popeau

} Filed for Record and Recorded March 9th 1866.

} The State of Mississippi }  
} Madison County }

This Indenture made and entered into this 8th day of March A D 1866 between Frank D Coleman and F Coleman his wife parties of the first part and Caroline M Popeau wife of A G Popeau all of the County and State of aforesaid, Writings,

That for and in consideration of the sum of four thousand dollars cash in hand paid by the party of the second part, it being the separate money of the said party of the second part, the said party of the first part hath bargained sold granted and conveyed and by these presents doth bargain sell alien grant and convey unto the party of the second part the following lands lying and being in the County of Madison and State of Mississippi, to-wit: West half of East Half of North West quarter of Sec. three and north east quarter and east half of North West quarter of Section four, and ten acres off east side West quarter of North West quarter South of Sharon Road in Section four, and East Half of North east quarter of Section five, less ten acres on north side of Road, and West half of North West quarter Section three all in Township Nine Range four east - Do Have and to hold

all and singular the foregoing premises and appurtenances to her the said Caroline M Popeau in her own name, and in her own right and as her separate property, and to her heirs and assigns forever. And the said parties of the first part covenants that they and their heirs will forever warrant and defend the title to the above granted premises and appurtenances to the party of the second part, her heirs and assigns against the claims of any and all persons whatsoever. Given under our hands and seals this day of March A D 1866

F. D. Coleman  
F. D. Coleman

The State of Mississippi }  
} Madison County }

Personally appeared before the undersigned Member Board of Police in and for said County, the within named Brandon F D Coleman who duly acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned, and also appeared Polly F Coleman his wife who on a private examination separate and apart from her husband, duly acknowledged that she signed sealed & delivered the foregoing deed as her voluntary act & deed, freely and without any fears threats or compulsion of her husband, Given under my hand

and read this 8th day of March A.D. 1866.

44<sup>th</sup> W.S. Revenue Stamp  
Annexed & cancelled

Thomas L. Hart  
Member Board Police

My E. Edwards }  
To } Deed } Filed for Record Feby 1st 1866.  
Mary S. Magruder } Recorded March 9th 1866

This Indenture made

and entered into this 27th day of October in the year of our Lord one thousand eight hundred & sixty five between Eliza Edwards and Mary Jane Magruder all of the County of Madison in the State of Mississippi. Witnesseth That for and in consideration of the sum of five thousand dollars to be paid to me by the said Mary Jane Magruder I have on the day of the date hereof, bargained, sold, delivered and conveyed and by these presents do sell alien and convey to the said Mary Jane Magruder for and during her natural life and at her death to her two youngest children now living the following tracts and parcels of land lying & being situated in said County, to-wit: and designated as follows to-wit: Commencing at the South West corner of the lot now occupied by J. C. Shackelford, then running south four hundred & forty yards to the corner of H. D. Leathers land, thence East one hundred & ten yards to the corner of E. G. Leasons lot, thence North four hundred and forty yards to the corner of the lot of said Shackelford, thence running West along said lot one hundred and ten yards to the beginning, containing ten acres, also the North East quarter of the North East quarter of the North East quarter of section twenty three in Township nine of Range two East containing ten acres more or less the title whereof I bind myself my heirs, Executors Administrators to forever warrant and defend to my said daughter Mary Jane Magruder and her two youngest now living as aforesaid, against the just claim or claims of any and all persons whatever. In testimony whereof I have here set my hand and affixed my seal the day and year above written.

Eliza Edwards

Mayors Office City of Canton Madison County, State of Mississippi.

This day

Personally appeared before me A. M. Gurley Mayor of said City & J. D. of said County My Eliza Edwards who acknowledged that the above is her genuine signature written by A. M. Gurley in her presence, and that she signed and delivered the foregoing instrument as her own act & deed & for the purposes therein contained. My Edwards is not Married.

45<sup>th</sup> W.S. Revenue Stamp  
Annexed & cancelled

A. M. Gurley Mayor & J. D.  
Nov 9th A.D. 1865.



John T Cannon } Deed for Record March 9th 1861.

To } Deed

Recorded March 10th 1861.

John Prescott Arvill & J. McEllan }

The State of Mississippi

Madison County

Thomas Robert M Davis and wife on the 23rd day of May A.D. 1861 executed a deed to the undersigned which is duly recorded in the Probate Clerks Office of said County in Book "E" pages 112 & 103 in Trust to secure a certain note executed by T. M. Davis payable to Thos Griffin for Eight Thousand three hundred and forty dollars and sixty cents (\$8341.60) with interest at ten per cent per annum said note being dated 22nd May 1861 and due at one day and by him assigned to H. B. England and by the last named party assigned to J. B. England, said deed conveying the lands hereinafter mentioned and whereas default having been made in the payment of said note according to its tenor and effect and in conformity with its provisions the undersigned as Trustee after duly advertising said sale for sixty days in the "American Citizen" a newspaper published in the City of Canton in said State and County, said advertisement being made as aforesaid for more than sixty days previous to the said day of sale, stating time place and terms of sale and on the 19th day of February A.D. 1861 before the Court House in the said City of Canton County and State aforesaid did expose to sale at Public Auction to the highest bidder for cash before the Court House in Canton, County and State aforesaid the lands specified in said Trust Deed they being the lands hereafter conveyed, and John Prescott Arvill and Joseph McEllan became the purchasers they being the highest and best bidders at the sum of Eleven Thousand dollars. Therefore the said John T Cannon party of the first part for and in consideration of the premises and the payment of said sum of money hath granted bargain<sup>3</sup> sold granted and conveyed and by these presents doth grant bargain sell alien grant and convey unto the said John Prescott Arvill and Joseph McEllan parties of the second part the following lands lying and being in the County of Madison & State aforesaid namely the North East quarter and North Half of South East quarter and twenty acres off the South East corner of South East quarter of Section Twenty five, Township Eight Range Two East, North Half of section thirty, South West quarter Section Thirty, North West quarter Section Twenty nine, North East quarter Section thirty two, Township Eight Range Three East, less twenty acres off the North East corner of West Half of said North East quarter

of Section thirty two, containing by estimation one thousand and forty acres more or less, they being the premises then occupied by the said J. M. Davis as a residence and the same lands conveyed in the Trust-Deed aforesaid.

To Have and to hold the premises above granted with the appurtenances thereto belonging, to them the said John Percival Breckin and Joseph M. Cullum as joint tenants, their heirs and assigns forever.

Given under my hand and seal on this sixth day of March A.D. 1866

John T. Cannon  
Trustee for

The State of Mississippi }  
Madison County } Personally appeared before the undersigned Clerk of the Probate Court in and for said County John T. Cannon grantor in the foregoing and who duly acknowledged that he signed sealed and delivered the foregoing deed on this day and year and for the purposes therein mentioned.

Given under my hand and seal of said Court this 9th day of March 1866

J. D. Wood Clerk.

41<sup>st</sup> U.S. Revenue Stamps  
unused & cancelled

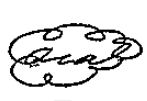
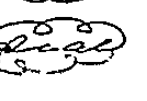
J. L. Richard & Wife }  
To & Deed } Filed for record & Recorded March 10, 1866.  
A. J. French }

The State of Mississippi }  
Madison County } This Indenture made and entered into this 20th day of February A.D. 1866 between Britton L. Richard and Emily L. Richard his wife parties of the first part and A. J. French of the City and Parish of New Orleans in the State of Louisiana party of the second part, Witnesses. That whereas the parties of the first part did on the third day of November A.D. 1862 execute a deed to the party of the second part which is duly recorded in Book of Deeds P page 726 of the Records of the Probate Court of Madison County, and whereas the lands intended to be conveyed by said deed are erroneously described therein, it having been the intention of the parties of the first part to convey twelve and a half feet off South side of Lot No 3 in the said City of Canton and the north half of the North half of Lot No 11 in Square No 8 fronting on the public square and commencing back East two hundred feet, and whereas the parties of the first part are willing to correct

The said deed and its recitals so as to convey the land intended to be embraced and the party of the second part is desirous of receiving a conveyance of the land intended to have been really conveyed by said former deed. Therefore in consideration of the premises aforesaid and in consideration of the payment of fifteen hundred dollars recited in the deed of 3rd November A.D. 1862. and also in consideration of the further sum of ten dollars in hand paid by the party of the second part, the receipt of which is hereby acknowledged, the said parties of the first part have bargained sold aliened and conveyed and by their present do bargain sell alien and convey unto the party of the second part a certain lot situated in the City of Canton County of Madison and State of Mississippi and described as follows. To wit and one half feet off South Side of Lot (No Three) and the north half of the North Half of Lot No Four in Square Number Eight fronting on the Public Square and running back East Two hundred feet - the lands herein conveyed fronting Thirty seven and one half feet on Liberty Street and running back Two hundred feet.


To Have and to Hold the above described premises with the appurtenances to have the said A. C. French party of the second part, his heirs and assigns forever. And the said parties of the first part will forever warrant and defend the title to the above granted premises against the claims of any and all persons whatsoever.

In witness whereof they have hereunto set their hands and affixed their seals the day and year first above written.

B. L. Richard   
 E. P. Richard 

The State of Mississippi  
 Madison County } Personally appeared before the undersigned  
 Clerk of the Probate Court in and for said County Bredon L. Richard  
 who duly acknowledged that he signed sealed and delivered the  
 foregoing deed on the day and year and for the purposes therein  
 mentioned, and also appeared Emily P. Richard the wife of the  
 said Bredon L. Richard who on a private examination separate  
 and apart from her husband, duly acknowledged that she signed  
 sealed and delivered the foregoing deed on the day and year  
 therein mentioned as his own act and deed freely & voluntarily &  
 without any fears threats or compulsion of her said husband.

Given under my hand and seal of said  
 Court this 21th day of February A.D. 1866  
 C. D. Ward Clerk.

  
 W. D. Stevens  
 Notary Public

United States of America }  
 State of Louisiana } A J French Wife  
 Parish of Orleans } Jos Dood  
 City of New Orleans } Reuben Kiddle

Received for Record recorded Mar 10. 1846

Know all men by these presents, that one Amos L French of this and Louisa French his wife, for and in consideration of the price and sum of three thousand dollars each good and lawful money of the United States well and truly paid unto the said Amos L French by Reuben Kiddle of the City of Canton State of Mississippi, the receipt whereof is hereby acknowledged and full acquittance granted granted therefor. Do by these presents grant bargain sell convey transfer assign and set over with a full guarantee against all troubles debts mortgages claims evictions alienations or other encumbrances whatsoever, unto the said Reuben Kiddle the certain portion of ground described as follows, to wit  
 The North half of the North half of Lot No four fronting on Liberty Street Twenty five feet, and the South half of the South half of Lot No three fronting Twenty five feet on said Liberty Street. Said portions of Lots numbers three and four adjoin each other and together have a front of fifty feet on said Liberty Street by a depth of two hundred feet back and back from said street. Said Lots are comprised within Square No eight on the East side of the Public Square in the said City of Canton. Do have and to hold the said described property with all the appurtenances therunto belonging unto the said Reuben Kiddle his heirs and assigns to their own proper use and behoof forever. And the said Vendors for themselves their heirs and assigns, shall and will warrant and forever defend the same against the legal claims and demands of all persons whomsoever, by these presents and the said Vendors do moreover subrogate the said Purchaser to all the rights and actions of Warranty, which they have or may have against their own Vendors or against the vendors of their Vendors, fully authorizing the said Purchaser to exercise the said rights and actions in the same manner as said Vendors might or could have done. In witness whereof we have hereunto set our hands and affixed our seals this second day of the Month of March in the year of our Lord One thousand eight hundred and forty six  
 Signed sealed and delivered

in presence of  
 Morris G Beck  
 W. H. Nelson

A. J. French  
 Louisa French

State of Louisiana }  
 Parish of Orleans }  
 City of New Orleans } Before me Thomas J. Beets a Notary Public  
 in and for the Parish and state aforesaid domiciliated in said  
 City - duly commissioned and sworn - Personally came and ap-  
 peared. Armon J. French Esqr of this City well known to me Notary  
 for many years, which appeared acknowledged that he had signed  
 sealed and delivered the above and foregoing Instrument in Writing  
 on the day of the date thereof, in presence of the witnesses and for the  
 uses and purposes therein expressed as his act and deed.  
 And also came and appeared Mistress Louisa Moore, wife of  
 lawful age of said A. J. French, who being by me Notary questioned  
 and examined apart from and out of the presence and hearing of  
 her said husband declared and acknowledged that she had  
 signed the above and foregoing Instrument in Writing on the  
 day before the witnesses and for the uses and purposes therein  
 mentioned as her Voluntary act and deed and after having read  
 the same and that she had signed freely and willingly, and did  
 not wish to retract the same.

In witness whereof I grant these presents  
 under my signature and official seal - at  
 New Orleans aforesaid this 3rd day of March 1866.  
 Thomas J. Beets Not. Pub.

A Parish }  
 No. 3 Deed of Trust } Filed for Record & Recorded March 12th 1866.  
 J. H. Dorris }

This Deed of Sale made and entered into this the  
 12th day of March 1866, between A Parish of J. H. Dorris and Benj  
 Maguider, Merchants, that the said Parish is justly indebted to  
 the said Maguider in the sum of two hundred and fifty four <sup>94</sup>/<sub>100</sub>  
 dollars upon a judgement rendered in the Circuit Court of Madison  
 County on the 25th Sept 1860, and being desirous to secure said  
 Maguider in the payment thereof has on the <sup>day</sup> of the date hereof  
 bargained sold and delivered to the said Dorris, the following  
 property to wit, One Brown Man mule, One Sord Man mule, and one  
 ball faced bay mare. This sale and delivery of the above property is  
 made in trust however and upon this condition, that if the said  
 Parish should pay off said indebtedness on or before the first day  
 of Sept next then this sale to be void, but should the said Parish  
 fail to pay as aforesaid then and in that case, it shall be the duty  
 of the said Dorris to advertise said property hereby sold by

Advertising the same for ten days in three public places for cash and apply the proceeds arising from said sale to the payment of said debt and the surplus to be paid to the said Parish, and it is agreed that the said Parish can have the use of the above property till he completes his present serop, but the said Dorrus is authorized to deprive the said Parish of the use thereof at any time when he may think there is danger of its removal.

Our testimony of which we have hereunto set our hands & seals

At Parish Seal  
Benj. Maguire Seal  
J. W. Dorrus Seal

I before me E. D. Ward Clerk of the Probate Court for said County came all the parties to the above and in trust who acknowledged that they signed sealed and delivered the same on the day of the date thereof for the purposes therein contained.

Given my hand and the seal of said County this 12th day of March A. D. 1866.

E. D. Ward Clerk

Eugene Terry & Wife }  
of } Deed of Trust } Filed for Record and Recorded March 12th 1866  
Saul & T. L. Scott }

This Indenture made and entered into this second day of March eighteen hundred and sixty six between Eugene Terry and his wife Martha W. Terry of the County of Madison State of Mississippi of the first part and Samuel Scott also of said County and State and Thomas S. Scott of Memphis State of Tennessee of the second part. Witnesseth, that whereas the said Eugene Terry has made and executed his promissory note to said Samuel and Thomas S. Scott for the sum of five hundred dollars loaned money of the same date with these presents and bearing ten per cent interest and payable on or before the first day of January eighteen hundred and sixty seven, and the said Eugene Terry and his said wife Martha W. Terry wishing to secure the payment of said promissory note to the said Samuel and Thomas S. Scott have agreed to sell and convey to them the lands hereinafter described in manner and form hereinafter expressed - Now this Indenture Witnesseth that the said Eugene Terry and his said wife Martha W. Terry for and in consideration of the premises and also of the sum of five dollars to them in hand paid the receipt of which is hereby acknowledged, have granted bargained sold and conveyed and by these presents do grant bargain sell and convey to the said

This Mortgage is satisfied in full this 1st of July 1892 J. W. Dorrus

Samuel and Thomas I Scott their heirs and assigns the following described lands to wit. The east half of the North east quarter of Section twenty two, and the west half of the North West quarter of Section Twenty three, all in Township nine and range four East lying and being in said County of Madison State of Mississippi, and containing one hundred and sixty acres more or less to have and to hold to the said Samuel and Thomas I Scott and their assigns forever, Provided always and this present grant is upon this condition, that if the said Eugene Terry his heirs executors or administrators shall well and truly pay or cause to be paid to the said Samuel and Thomas I Scott the amount due and owing on said promissory note and all interest that may accrue thereon when the same falls due, and all interest that may accrue thereafter provided the said note is not paid at maturity then this Indenture is to be void otherwise to remain in full force and effect.

Given under our hands & seals the day and date above written.

Eugene Terry *[Signature]*  
 Martha W Terry *[Signature]*

State of Mississippi }  
 Madison County } Personally appeared before me Robt Clayton a Justice of the Peace in and for the County & State aforesaid the within named Eugene Terry and Martha W Terry his wife who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their own act and deed, and the said Martha W Terry wife of the said Eugene Terry on a private examination by me separate and apart from her said husband acknowledged that she signed sealed and delivered the same on the day and year therein mentioned as her act and deed without any fear threat or compulsion on the part of her said husband -

Given under my hand and seal this 10th day of March 1866  
 I also hereby certify that the word "Metropath" between the 20th & 21st lines of the above deed was interlined before the same was signed sealed or delivered by the parties making the above deed,

R. Clayton *[Signature]*

*[Stamp: 50 Federal Revenue Stamps Stamped & Canceled]*

R. D. Howell }  
 J. B. Atkinson } Filed for Record & Record March 12th 1866  
 W. L. Gilman }

State of Mississippi }  
 Madison County } Known all men by these presents that W. L. Gilman and R. D. Howell have this 12th day of March AD 1866

Entered into an agreement the terms of which are set forth in the words and figures following to wit.

Said L L Gilmer does promise and agree to furnish said Merrill at the end of every two months, commencing on the 1st March as aforesaid three hundred pounds of meat and sixty bushels of corn for the year 1866 as aforesaid - reserving to himself the right to pay the money sufficient to buy the whole amount of corn and meat that may be due from the time of payment of said money to the end of the year, or to deliver in bulk the whole amount of corn and meat that might be due from the time of delivery to the end of the year. And the said R B Merrill does promise and agree to and with the said L L Gilmer that for and in consideration of the promises of said Gilmer, he, Merrill will set apart and deliver unto the said Gilmer one third part of all the crops made in 1866 on the land for which said corn and meat may be furnished the cotton to be ginned & packed and in first order. Said R B Merrill does further agree that in addition to said one third part, he, Merrill, will refund to the said Gilmer the one half of the cost of the corn and meat which the said Gilmer may have furnished in furtherance of this agreement. Said R B Merrill does further agree that in no event shall the said L L Gilmer lose the money he may have expended for the purpose of carrying out this agreement, but that it shall be refunded him even though there should be a failure of crops, and only enough be made to defray the expenses which he might have incurred in the furtherance of this agreement.

Said R B Merrill as he considers himself authorized, as to do by power of Attorney, does further more agree for his wife M C Merrill that this agreement made in good faith between himself & Gilmer, shall be binding upon her, and the terms of this agreement as far as she is interested and concerned shall be carried into Execution.

Witness our hands and seals the day and year above written.

L L Gilmer (Signature)  
R B Merrill (Signature)

John T Lemmes Sheriff

To Deed

Filed for Record Mar 10th 1866

W L F Henderson

and recorded Mar 11th 1866

State of Mississippi  
Madison County

This indenture made and entered into this fifth day of December A D 1865 between John T Lemmes Sheriff of the County aforesaid and W L F Henderson of the County and State aforesaid. Witness that whereas the said John T Lemmes as Sheriff aforesaid did on the fourth day of December





Daniel Dunn

vs Deed

Moses Heard

Filed for Record and recorded March 16th 1866

This Deed of conveyance made and entered into this third day of January Eighteen Hundred and sixty six between Daniel Dunn of the first part and Moses Heard of the second part both of the County of Madison and State of Mississippi, Witness, that the said party of the first part for and in consideration of the sum of two hundred dollars to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged has bargained and sold and by these presents does bargain and sell alien and convey unto the said party of the second part his heirs and assigns forever a certain lot or parcel of land lying in said County and State described as follows commencing fifty feet west of the South East corner of a lot of land described in a deed to the said party of the first part from Mary W Lawson dated the 24th day of May 1862 and recorded in Probate Court of Madison County Book of Deeds P. page 671. thence north three hundred and eighty five feet. thence West fifty feet. thence South three hundred and eighty five feet. thence East fifty feet to the beginning being the West half of Lot (No. one according to survey made by Samuel Hambleton for the aforesaid Mary W Lawson. Do have and hold the same together with all the appurtenances thereto belonging to the said party of the second part, his heirs and assigns forever. and the said party of the first part for himself his heirs executors administrators and assigns does hereby warrant and will forever defend the title to said lot of land to the said party of the second part, his heirs and assigns forever against the claim of all persons whomsoever.

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

Daniel Dunn

The State of Mississippi

Madison County Personally appeared before me E D Ward Clerk of the Probate Court of said County Daniel Dunn the Grantor in the foregoing deed who acknowledged that he signed sealed and delivered said deed on the day and year therein mentioned as his Voluntary act and deed Given under my hand and the seal of said Court this sixteenth day of March A D 1866

E D Ward

Clerk

for the Internal Revenue  
 Stamps inserted & cancelled

B C Monroth & wife }  
Deed }  
Benjamin M Monroth }

Filed for Record Mar 19th 1866 Recorded Mar 20th 1866.

This indenture made this nineteenth (19th) day of March A D 1866 between B C Monroth and Caroline his wife of the County of Madison and State of Mississippi, parties of the first part and Benjamin M Monroth of same County and State party of the second part. Witnesseth

That for and in consideration of the sum of four thousand five hundred and sixty dollars, the receipt where of is here by and acknowledged, the said B C Monroth and Caroline his wife, have bargained and sold, and do by these presents grant alien, Transfer, Convey and deliver to the said Benjamin M Monroth certain lands, situated lying and being in the County of Madison and State of Mississippi, namely, West 1/2 of the North East 1/4 the North West 1/4 the North 1/2 of the West 1/2 of the South West 1/4 and sixty (60) acres off of the north end of the South East 1/4 Section 15, Township 9, Range 2 East, in the County and State aforesaid containing three hundred and forty acres more or less, being the place upon which the parties of the first part now reside, with all the tenements and appurtenances thereunto belonging, To Have and to hold the said land and tenements, with the appurtenances to the said Benjamin M Monroth and his heirs forever,

And the said B C Monroth and Caroline his wife do covenant with the said Benjamin M Monroth that they will warrant and forever defend the same to him and his heirs or the aliens under him, free from and against the right, title or claims of themselves, or either of them, and their heirs, and of any and all persons whatsoever,

And the said B C Monroth and Caroline his wife have put their names and seals, on the day and year first aforesaid,

B C Monroth  
C M Monroth

The words tenements and hereditaments therunto belonging are interlined between first and second lines of second page, before signing, making acknowledgment or delivery.

E D Hand,

State of Mississippi } Personally appeared before me E D Hand Clerk of the Probate  
Madison County } Court of Madison County the within named B C Monroth  
and Caroline Monroth who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their voluntary act & deed, and the said Caroline Monroth being examined by me privately and apart from her said husband, acknowledged that she signed sealed & delivered said deed as her free and voluntary act and deed and without any fear Threats or compulsion on the part of her said husband, Given under my hand and the seal of said Court at Office in the City of Canton this 19th day of March A D 1866.

E D Hand,  
Clerk.

5<sup>th</sup> Judicial Revenue Stamps }  
Accepted / Cancelled }

E. J. Borrows } Filed 8th day of Jan'y, 1866. Recorded Mar 22, 1866  
 V. }  
 Wm M. Fowler }  
 To His Honorable M. M. Cooper Judge of Probate in and for the County of Madison State of Mississippi.

The petition of E. J. Borrows a citizen of the County of Madison and State of Mississippi, would respectfully show unto your Honor that on the 7th day of January 1860, he together with Wm M. Fowler, a citizen also of said State and County, jointly purchased of Dr. A. H. Lawson a certain lot or parcel of ground situated and being in the City of Canton in said County of Madison and known and described as follows to wit, The half of the east half of the west half of lot No. two, in square No. 1, according to the plan of the former town of Canton (then) to wit, at the date of said purchase, and now the City of Canton, fronting on the public square on Peace Street twelve and a half feet (12 1/2) and running back south from said Peace Street two hundred feet. That the deed thereto was taken and made by the said Dr. A. H. Lawson & Mary T. his wife, in the joint names of the said E. J. Borrows & the said Wm M. Fowler, each paying one half of the purchase money for said lot, and each being entitled to one half thereof in fee simple. See Book of deeds P. p. 250. That the said Borrows and Fowler purchased the same for an office to be used by each of them jointly, and which each of them has used as such up to this time. That the social relations now and for some time past, existing between your petitioner and the said Fowler are and have been such as to compel your petitioner to make a renunciation of all his interest connected in any way with that of the said Fowler and a settlement of all business of every character whatsoever now remaining unsettled between him & your petitioner. Your petitioner therefore by written communications directed to the said Fowler about the 25th day of December last 1865 proposed in substance to either sell the said Fowler his petitioner's interest in said office, or to buy his the said Fowler's interest therein. This said communication, the said Fowler has replied unanswered up to this present time and as your petitioner is informed and truly believes intends paying unanswered, as far as he, petitioner is concerned therein. Wherefore and in consideration of the premises your petitioner is and has been compelled to apply to your Honor for partition and division of the lot aforesaid between himself and the said Fowler according to the interest each has therein. Your petitioner therefore prays your Honor for a commission to issue directed to the Sheriff of Madison County aforesaid commanding him to summon on the said Wm M. Fowler to be and appear before your Honor at the Court House in said County on the 12th day of January 1866 then

and then to answer this petition and show cause if any he can, why the same should not be granted. That upon the hearing thereof your Honor will appoint three discreet free holders residents of said County whose duty it shall be to proceed according to law to partition and divide the lot aforesaid, if in their opinion the same can be done.

But should they report the position locality and situation of the same to be such that it cannot be properly or equally divided between your petitioner and the said Forster, then your petitioner further prays your Honor to order a sale thereof in such terms as to your Honor may seem proper and that the proceeds arising from said sale should be equally divided between your petitioner and the said Forster, each taking one half thereof; that the said Forster be taxed with the cost of the proceedings therein, and for such other and further relief as to your Honor may seem most just and proper in the premises.

And as in duty bound your petitioner will ever pray &c.

Luskett, Farn & Smith

Sol for Petitioner

State of Mississippi }  
Madison County } This day personally appeared before me E. D. Strad  
the within named E. J. Forner who on oath states that the matters and things in the annexed and foregoing petition contained and set forth in his own knowledge are true in substance and in fact and that those stated on information he believes to be true in substance and in fact.

Done to and subscribed before me in open Court this 8th day of January A. D. 1856.

E. D. Strad Clerk, }  
}

E. J. Forner.

The State of Mississippi.

To the Sheriff of Madison County Greeting

No. Command goes to Summon.

Wm M Forster

Of to be found in your County, personally to be and appear before the undersigned Judge of Probate Court for the County of Madison aforesaid at the Court House thereof in the City of Canton on Monday the twelfth day of February next, then and there to answer the petition of E. J. Forner wherein partition is prayed to be made of the half of the east of the west half of lot No. 2 in Square No. 1, situated and being in the City of Canton & fronting on Peace Street opposite the Public Square owned jointly by the said Forner and Forster, and further to do and suffer such things as shall be considered and ordered by our said Court in the premises. And have them and their this writ.

Witness M. M. Cooper Seal

Judge of Probate of said County of Madison this 9th day of January A. D. 1856.

To be served by

Served personally this 20th day of January 1866 on the within named  
Wm M Torles and at the same time furnished him with a true Copy  
of the within writ.

Shffs fees  
Executing 1.50  
St & C 50  
Copy 50  
\$2.50

John T Simmes Sheriff for  
St Jo Gould S.

4th W D Revenue Stamps annexed & cancelled

E. J. Dennis } Application for Partition of Lot under  
v } the Statute before Hon Miles M Cooper,  
William M Torles } Filed March 10th 1866. M M Cooper Judge of  
The Respondent

Wm M Torles demurs to the petition filed in this case on the ground of  
jurisdiction and submits to the Probate Judge the jurisdictional point  
and not desiring to argue the case orally submits this over in writing  
Under Sec 18 Art 4, the Probate Court has jurisdiction in matters  
testamentary, Administration, Orphans business (now changed to minors  
business) settlement of dower, cases of idiocy, lunacy, and persons own  
complex matters. This case is not within the constitutional grant of subject  
confided to it as a Court, and in support of this view I cite Smith vs  
Leracy 11 S & M 447. The act of the Legislature under which this petition  
was filed is certainly intended to provide for this identical case (Code 316)  
this I do not deny but I submit to the Judge whether that it be constitu-  
tional and whether it be competent for the Legislature to vest in the Probate  
Judge a jurisdiction larger than that confided by the Constitution to  
the tribunal over which he presides.

Under another clause of the Constitution the Legislature may create  
inferior Courts (Art 4 Sec 24) and may as the late Legislature did  
make the Judge a Judge of such inferior Court, but the act in question  
(page 316 of Code) did not intend to create a Court. If however the Probate  
Judge thinks he has the legal power (and I do not say he has not)  
the respondent has no disposition to resist the application and will file  
his answer to the Petition, being altogether willing that sale shall take place  
as provided for in the act, but he designes the foregoing as in the  
nature of a demurrer for the decision of the Judge. A. S. Hill Atty for  
Wm M Torles.

E. J. Dennis } Filed Mar 10th 1866.

v } Answer }  
Wm M Torles } Proceedings for Partition before  
Hon Miles M Cooper Probate Judge.

The Respondent

Wm M Torles in answer to the petition admits the purchase and  
occupation of the lot and affix mentioned in the petition and its joint

tenancy, and also the social relations as stated in the petition. And Respondent demurs to all that portion of the petition as to the written communication addressed to him, but it is true however that Col M Martin did in connection with other business of petitioner and respondent call on this respondent and told him he had a written communication but the same was not read by him, as they each started in company to see respondent's counsel, and as to what took place besides this, he refers to the annexed statement made out by Col M Martin though respondent is advised it has any connection with this case.

If your Honor has jurisdiction, Respondent is willing for a sale of the house and lot and that it shall take place for cash and at an early day as practicable and proceeds of sale be equally divided between them but does not consent that the cost shall be taxed on Respondent Respondent is opposed to partition because it is incapable of partition, but on this point no difference of opinion it is believed can exist. 13th Feby/66. J. M. Fowler,

E. J. Pomeroy } Deem on Petition  
 v } The State of Mississippi }  
 J. M. Fowler } Madison County }

Be it remembered that on this the twentieth day of February A D one thousand eight hundred and sixty six, came on to be heard before one M. M. Cooper Probate Judge in and for said County and State the petition of E. J. Pomeroy v J. M. Fowler for the partition of the following described real estate to wit: the 1/2 of the E 1/2 of the N 1/2 of Lot No 2, in Square No 6 according to the plan of the town of Canton then, to wit at the date of the purchase of said lands by said joint tenants, set forth in the petition, the date of which is set forth in said petition as having taken place on the 7th day of January A D 1866, Non the lot of Canton fronting on the Public Square on Pearl Street twelve & a half feet (12 1/2) and running back, south from said street two hundred feet (200), which petition was filed on the 8th day of January A D 1866, of the filing of which the defendant had due notice by citation issued on the 9th day of January A D 1866 and returned duly executed. And the parties E. J. Pomeroy petitioner and J. M. Fowler defendant having appeared and the said defendant having filed his demurrer to said petition, and the same being overruled and he being compelled to answer and he having filed his answer and said answer choosing an issue between the parties, and both parties having then and there agreed the following proceedings and consented to be concluded thereby, to wit the appointment

of three commissioners according to the statute in such cases made and provided. And the said parties having further agreed in open Court as aforesaid that said premises in said petition described are incapable from the nature thereof of being divided or partitioned between them according to their respective interest therein and that the same might be sold for said partition and division by James W. Baughman a commissioner to be by this Court appointed for said purposes on Monday the 5th day of March next at Public Auction in front of the Court House door in the City of Canton within the hours prescribed by Law.

Wherefore now all the proffs. in the case being submitted and duly considered. It is now hereby ordered that James W. Baughman be and he is now appointed sole commissioner to sell said lot in the City of Canton above described and all the appurtenances thereto belonging at public outcry to the highest bidder for cash on Monday the 5th day of March 1866. and to convey to said purchaser or purchasers upon the payment of the purchase money as good and as perfect a title as vests in the said E. J. Powers and W. M. Fowler.

It is further ordered that said commissioner give notice of the time and place of said sale by posting notices written or printed in six or more of the most public places in the City of Canton - for ten days prior to said sale, and that he report all of his doings & doings in the premises to me on or before the 10th day of March 1866.

Given under my hand and seal this 17th day of February A.D. 1866. W. M. Cooper Judge

James W. Baughman  
 Report as commissioner to  
 sell real estate  
 W. M. Cooper Judge

Filed March 10th 1866. W. M. Cooper Judge  
 The State of Mississippi  
 Madison County

In His Honor

W. M. Cooper Probate Judge of said County

In obedience to the order of your Honor herewith filed and marked exhibit (A) appointing me sole commissioner to sell to the highest bidder for cash at public outcry on the 5th day of March 1866. within the hours prescribed by Law in front of the Court House door in the City of Canton, certain lands and tenements therein particularly described belonging jointly to E. J. Powers and William M. Fowler, and to convey to said purchaser or purchasers after the payment of the purchase money as good and as perfect a title as vests in the said E. J. Powers and William M. Fowler and also to give notice of the time and place of said sale by posting



notices written or printed in six or more of the most public places in  
 said City of Leanton for ten days prior to the date of said sale, and further  
 to report to your Honor all my doings and doings in the premises on or  
 before the 10th day of March 1866. Now therefore, I James W. Baughman  
 Commissioner as aforesaid respectfully submit to your Honor the following  
 report. Viz. That I gave notice of the time and place of the sale of said  
 lands by posting written notices in six of the most public places in  
 the City of Leanton for ten days prior to the date of said sale (a copy of one of  
 which notices is herewith filed and marked Exhibit (A) and that I proceeded  
 to sell to the highest bidder for cash at public outcry on the 5th day of March  
 1866, within the hours prescribed by law in front of the Court House door in  
 said City of Leanton the aforesaid lands, owned by the said E. J. Borrows and  
 William M. Fowler as joint tenants, and thereupon William M. Fowler bid and  
 offered therefor the sum of fifteen hundred and fifty five dollars, which  
 said sum was the highest best bid or offer made by any one on said day  
 for said property. Whereupon by virtue of the power and authority in me vested  
 by the order of your Honor, to convey to the purchaser upon payment of the  
 purchase money as good and as perfect a title as vests in the said E.  
 J. Borrows and William M. Fowler, to said lands and after the said sum  
 of fifteen hundred and fifty five dollars had been paid to me by the said  
 purchaser which said sum of money is herewith delivered into the  
 hands of your Honor. I James W. Baughman the Commissioner aforesaid  
 caused to be written a deed of conveyance, granting and conveying  
 to the said purchaser William M. Fowler, all the right title and  
 interest in and to the said premises with the appurtenances thereto  
 belonging of the said E. J. Borrows and William M. Fowler, to have and  
 to hold the same to him the said Fowler his heirs and assigns forever,  
 which said deed of conveyance was by me signed sealed and  
 delivered to the said purchaser Fowler and duly acknowledged accord-  
 ing to law.

And your Commissioner further shows to your Honor that the proper  
 marked exhibit (B) and herewith filed exhibits a true statement  
 of the expenses which have accrued, and which have not yet  
 been paid, since the matters above stated have been committed  
 to my hands as Commissioner.

All of which is respectfully submitted to your Honor, and asked  
 to be examined and allowed. In testimony whereof I hereunto  
 set my hand and seal on this the 10th day of March A.D. 1866.

Given to and Subscribed before me  
 this 10th day of March A.D. 1866.  
 M. M. Cooper  
 Judge &c

J. W. Baughman  
 Commissioner

E. J. Bonner }  
vs } of Lewis }  
W. M. Fowler }

The State of Mississippi  
Madison County

Be it remembered that on this the 13th day of March 1866, James W. Baughen commissioner appointed by one M. M. Cooper Judge of the Probate Court of said County on the petition of E. J. Bonner to make partition of a certain lot of land with the appurtenances lying and being in the City of Canton said County and State and described as follows to wit: the east half of the east half of the west half of lot No 2 in square No 6, according to the plan of the former town of Canton now the City of Canton fronting on the public square on Pearl Street to wit and a half feet and running back south from said Street five hundred feet dividing the same into two equal shares if capable of division and for its sale if not so capable of such division and after such sale for a division of the proceeds of said sale between the said E. J. Bonner and Wm M Fowler joint tenants of said lot having this day as directed by law made to one M. M. Cooper Judge as aforesaid a full report of his proceedings under said appointment and transmitted therewith a copy of the notice of the time place &c said sale the deed of conveyance of said lot of land to the purchaser together with an account of the expenses incident to the execution of the said order of appointment and has also brought to me Wm M Cooper Judge aforesaid here the purchase money of said lot or parcel of land &c.

Whereupon I the said Wm M Cooper Judge as aforesaid having inspected the said instrument of writing and it appearing therefrom that said commissioner has under said appointment fully performed his trusts and duties, that he has in all things conformed strictly to the directions of the order so appointing him, and that said sale was impar\_ and legally made, and the deed from commissioner is according to law. I do therefore satisfy and confirm the same to be observed by all parties concerned therein. And it appearing that the sum of fifteen hundred and fifty five dollars was the sum paid for said lot or parcel of land and that the expenses of said partition amount to sixty one dollars it is therefore further ordered that said commissioner deduct & retain from said sum of \$1555<sup>00</sup> the sum of sixty one dollars the expenses of said partition, and the balance he shall divide equally between E. J. Bonner and Wm M Fowler said joint tenants, taking their receipt for the same.

Done and ordered and hereby certified under my hand and seal at my Office in the City of Canton the day and year first aforesaid.  
M. M. Cooper  
Judge &c.

State of Mississippi  
 Madison County } To The Honorable M M Cooper Judge of Probate  
 of said County.

In obedience to the order of your Honor issued 13th day of March 1866 the undersigned James W Baughen Commissioner appointed by the order of your Honor dated 17th day of February 1866 to sell at public outcry in front of the Court House door in the City of Canton, certain lot of land with the appurtenances thereunto belonging lying and being in said City sold for the purpose of partition and belonging to E J Borers and William M Fowler as joint-tenants, and having heretofore to wit on the 10th day of March 1866, reported unto your Honor my actions and doings in the premises, do now respectfully submit unto your Honor for further and final report, that I, the Commissioner, as aforesaid, on this the 14th day of March 1866 after deducting the sum of sixty one dollars the expenses of said partition, from fifteen hundred and fifty five dollars the amount of purchase money and having divided the balance to wit, the sum of \$1494<sup>44</sup>/<sub>100</sub> into two equal shares or parts each share amounting to the sum of \$747, did pay to each of said joint tenants viz, E J Borers and Wm M Fowler one of said shares or parts amounting to the said sum of \$747 and take the receipt of each, and which are herewith filed and marked respectively exhibits (P) and (Q) and that the said sum of sixty one dollars by me deducted from said sum of \$1555, the purchase money, was appropriated to the payment of the expenses accruing upon said partition and heretofore examined and allowed by your Honor, and further that I did give unto the said William M Fowler the purchase of said lot, the deed of conveyance heretofore alluded to and shown to your Honor in my first report.

And your Commissioner will ever pray &c  
 Given under my hand and seal this the 14th day of  
 March A D 1866.

J W Baughen Seal

Sworn to and Subscribed before me  
 this 14th day of March A D 1866

M M Cooper,

Judge &c

James W Baughn Comr Filed for Record March 15th 1866  
Deed } Recorded March 23rd 1866.  
William M Fowler }

State of Mississippi

Madison County

This Indenture made and entered into on this the 7th day of March A D 1866. between James W Baughn Commissioner party of the first part and William M Fowler party of the second part, both of the County and State of aforesaid Mississippi. That whereas E J Borers and William M Fowler were seized and possessed of the lands and tenements hereinafter described as joint tenants and the said E J Borers having filed his petition in the Probate Court of Madison County on the 8th day of January A D 1866 for the partition of said real estate of the filing of which the defendant W M Fowler had due notice by citation issued on the 9th day of January A D 1866 and returned duly executed and the said defendant having filed his answer thereto, and both of said parties having appeared in open Court and prayed the appointment of three Commissioners, according to the Statute in such cases made and provided, and having consented to be concluded thereby, and the said parties having further agreed in open Court as aforesaid that said premises were from the nature thereof incapable of division or partition between them and that the said premises might be sold for said partition and division by James W Baughn a Commissioner to be by the said Court appointed for said purpose on Monday the 5th day of March A D 1866. at public Auction in front of the Court House door in the City of Canton, within the hours prescribed by law and the said James W Baughn having been accordingly nominated constituted and appointed by the said Court sole Commissioner to sell the said premises and all the appurtenances thereto belonging at public outcry to the highest bidder for cash on Monday the 5th day of March 1866. and to convey to said purchaser or purchasers upon payment of the purchase money as good and perfect a title as vests in the said E J Borers and W M Fowler and that said Commissioner give notice of the time and place of said sale by posting notices written or printed in six or more of the most public places in the City of Canton for ten days prior to said sale and that he report all of his actings and doings in the premises to the Hon M M Cooper Probate Judge of said County, on or before the 10th day of March A D 1866. And whereas the said James W Baughn Commissioner did fully comply with all and singular the provisions of said order respecting the sale of said place, and did on the 5th day of March 1866. the day aforesaid after having given notice of

the time and place of said sale by posting written notices thereof in  
 six of the most public places in the City of Canton for a period of ten  
 days prior to said sale, offer for sale at public outcry the premises here-  
 in after described to the highest bidder within the hours prescribed by law  
 and whereas the said Wm M Fowler party of the second part having  
 bid the sum of fifteen hundred and fifty five dollars which was  
 the highest and best bid offered by one on said day for said property,  
 Now therefore in consideration of the said sum of fifteen hundred and  
 fifty five dollars in hand paid by the said party of the second  
 part to the said party of the first part, before the execution of these  
 presents, the receipt whereof is hereby acknowledged to said the  
 said party of the first part by virtue of the authority in him vested  
 as aforesaid, hath granted bargained sold aliened and conveyed  
 and by these presents doth grant bargain sell alien and convey  
 unto the said party of the second part his heirs and successors all  
 the right title and interest of the said E J Powers and W M Fowler  
 in and to the said real estate above alluded to and over him particu-  
 larly described to wit: Half of the east half of the west half of lot No  
 (2) two in square No (1) six according to the plan of the town of Canton  
 at the date of the purchase of said lands by said joint tenants  
 viz the 7th day of January A D 1811. Now the City of Canton, fronting  
 on the public square on Swan Street twelve and a half feet and  
 running back South from said Street two hundred feet.

To Have and to Hold the above described lands and Tenements with  
 all and singular the appurtenances thereunto belonging unto to him  
 the said party of the second part, his heirs successors and assigns  
 forever, The words "the said premises hereinafter described" written  
 between the twelfth and thirteenth lines from the top of the second page  
 were interlined before the execution of these presents and the words W M  
 Fowler on same page. In testimony whereof I have hereunto set my  
 hand and seal on the day and year first above mentioned.

J W Baughen Commissioner

State of Mississippi }  
 Madison County } Before me E D Ward Clerk of the Probate Court  
 of said County, this day personally appeared James W Baughen  
 senior and party of the first part to the foregoing deed who duly  
 acknowledged that he signed sealed and delivered the said deed  
 of conveyance on the day and year therein mentioned as his own act  
 and deed, and for the purposes therein stated. No witness of  
 my hand and seal of said Court this 7th day of March A D 1811.  
 E D Ward  
 Clerk.  
 Witness my hand and seal of said Court this 7th day of March A D 1811.  
 E D Ward  
 Clerk.

Accepted & cancelled }  
 W M Baughen Stamps }

Charles J. Hester, Filed for Records March 19th 1866,  
To Deed, Recorded March 23rd 1866,  
from Hester to the State of Texas

County of Harris, Know all men by these presents that I, Charles J. Hester of the County of Harris in the State of Texas for and in consideration of the sum of two thousand (\$2,000.00) dollars to me in hand paid by William Hester of the County of Hinds in the State of Mississippi, the receipt whereof is hereby acknowledged and confessed, have granted bargained sold conveyed and released and do hereby grant bargain sell convey and release unto the said William Hester all my right title and interest in and to the real estate belonging to the Estate of my father Charles Hester formerly of the State of Mississippi, it being expressly understood that by this conveyance and for the consideration aforesaid I renounce to the said Wm Hester all the rights I now have as one of the heirs of said Charles Hester in and to the real estate of said Charles Hester lying in the Counties of Madison and Yazoo in said State of Mississippi, which said real estate is better known and described as "Hesters Plantation". To Have and to hold the said interest in said Plantation hereby conveyed to the said William Hester his heirs and assigns free from the claims of myself and my heirs forever, and I do hereby covenant and agree to and with the said William Hester that I will forever warrant and defend the interest hereby conveyed to the said William Hester his heirs and assigns against all and every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under me.

In testimony whereof I have signed my name at Houston (Texas) this 18th day of December 1865.  
Charles J. Hester.

The State of Texas,  
Harris County, Before Christopher Dart Notary Public in and for the County of Harris duly commissioned and qualified this day came personally Charles J. Hester to me well known and acknowledged the Execution of the foregoing deed dated Dec 18. 1865 for the consideration and purposes therein set forth and contained.

To certify which I hereunto set my hand and affix my notarial seal at Houston Jan'y 4. 1866.  
Christopher Dart  
Notary Public.

2<sup>nd</sup> U.S. Revenue Stamps  
Annexed & Cancelled

H. C.

Jane Leggett

Co's Deed } Filed for records March 22, 1866 & Recorded March 23, 1866.

David S Galladay

This Deed of conveyance made and entered into this twenty second day of November A.D. 1865, between Jane Leggett of the County of Madison and State of Mississippi of the first part, and David S Galladay of Vicksburg Mississippi of the second part, together, that the said party of the first part for and in consideration of the sum four thousand dollars, the receipt of one thousand dollars, of which sum is hereby acknowledged, and the remaining three thousand dollars to become due and be paid by the said party of the second part to the said party of the first part in two payments, for which the said party of the second part has made and executed to the said party of the first part his two certain promissory notes in words and figures as follows to wit:

1st Note \$500<sup>00</sup> Vicksburg Miss Nov 25, 1865.

On the 1st day of January 1866 I promise to pay to the order of Jane Leggett five hundred dollars, value received, with interest at the rate of six per cent per annum, from date until paid, David S Galladay,

2nd Note \$2500<sup>00</sup> Vicksburg Miss Nov 25, 1865.

On the 22nd day of November 1866 I promise to pay Jane Leggett two thousand five hundred (\$2500<sup>00</sup>) dollars value received with interest at the rate of six per cent per annum until paid. David S Galladay, hath granted bargained and sold unto the said party of the second part his heirs executors administrators and assigns, the following Tracts or parcels of land, situated lying and being in the County of Madison in the State of Mississippi, known and described as follows to wit. West half of the south east quarter and east half of the south half of the east half of south west quarter of section twenty six, The east half of the north east quarter less twenty acres out of North West corner of section thirty four, The West half of North East quarter and North West quarter of section thirty five, Town ship ten and range two east containing by estimation four hundred acres more or less.

Together with all and singular the premises and appurtenances therunto belonging or in any wise appertaining, do have and hold to the said party of the second part his heirs and assigns, all the foregoing described land and premises forever, And the said

party of the first part for herself, her heirs, executors administrators and assigns by their presents, with covenant promise and agree to and with the said party of the second part his heirs and assigns so that she will and her heirs assigns to shall forever warrant and defend the

title to said granted land and premises against the claim of all and every person whatsoever. In testimony whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

Jane Leggett

Signed sealed and delivered in our presence, as Witnesses  
Jno R McPhilly  
S. W. George.

The State of Mississippi

Warren County

Personally appeared before me J. C. Chappell clerk of the Probate Court in and said County, the above named Mrs Jane Leggett who acknowledged that she signed sealed and delivered the foregoing deed of conveyance on the day and year therein written, as her own Voluntary act and deed for the purposes and considerations therein set forth.

Given under my hand and seal of office this 25th day of November A. D. 1865.

W. S. Revenue Stamps  
Paid & Cancelled

J. C. Chappell Clerk  
J. C. Richardson D.C.

L. H. Barber & Wife  
No. 3 Deed  
William Hester

Filed for Record Mar 19, 1866. & Recorded Mar 23, 1866.

Know all men by these presents that we L. H. Barber and Martha Barber his wife of Wilkinson County State of Mississippi for and in consideration of the sum of four thousand dollars to us in hand paid or secured to be paid by William Hester of the County of Lincoln State of Mississippi the receipt whereof is hereby acknowledged have released and quit claimed and by these presents do release and quit claim unto the said William Hester and to his heirs forever all of the said Martha A. Barber's right, title claim share and interest as one of the children and heirs at Law of Charles Hester late of Wilkinson County deceased and as one of the distributees of said Charles Hester's Estate, if in and to a certain tract and parcel of land lying being and situate in the Counties of Madison and Yazoo State aforesaid near Prairie Bluff on Big Black River known as Charles Hester's Madison County Plantation, and of which the said Charles Hester did seized and possessed, and being all of the lands owned by the said Charles Hester in said Counties of Madison and Yazoo. Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversionary remainders thereof



issues and profits thereof and all the estate right title interest claim or demand whatsoever of us the said Leonard K Barber and Martha A Barber either in law or equity of in and to the above bargained premises. To have and to hold the same to the said William Hester and his heirs and assigns forever.

Law witness whereof the said parties of the first part have hereunto their hands and seals this 5th day of March A D 1866.

L K Barber Seal

M A Barber Seal

The State of Mississippi

Wilkinson County } Personally appeared before me J. H. Jones a Justice of the Peace in and for said County the within named Leonard K Barber and Martha A Barber his wife who severally witnessed that they signed sealed and delivered the within deed on the day and year therein mentioned as their own act and deed. The said Martha A Barber in a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely without any fears threats or compulsion of her husband.

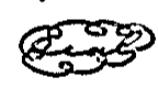
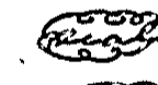

Given under my hand and seal this 5th day of March A D 1866.  
J. H. Jones J. P. Seal  
J. H. Jones  
Sealed & Canceled

Annis E. Goodlet et al  
vs  
William Hester et al  
Filed for Record Mar 21, 1866. & Recorded Mar 23, 1866.

This Indenture made the twenty ninth day of November in the year of our Lord one thousand Eight hundred and sixty five between Annis E Goodlet of the County of Colorado and State of Texas by Dr J Edgar Goodlet her attorney in fact especially constituted by power of Attorney bearing date the eight day of November A D 1865. which power of Attorney is hereto annexed and to which reference is made, and also between the said J Edgar Goodlet for himself of the first part, and William Hester of the County of Hinds and Martha A Barber of the County of Wilkinson State of Mississippi of the second part. Witnesseth, That the said parties of the first part for and in consideration of the sum of three thousand four hundred and thirty seven dollars to them in hand paid by the said party of the second part at or before the sealing and delivery of these presents the receipt whereof they do hereby acknowledge have granted bargained sold, released and confirmed and delivered and by these presents do grant bargain sell release confirm and deliver unto the said party of the second part and to their heirs and assigns all the estate and property

real and personal, right title claim claim and interest (except the negroes formerly held as property) which they the said party of the first part or may be hereafter entitled to as the heirs and distributees in and to the real and personal Estate and property of the late Charles Hester dec'd of Wilkinson County, State of Mississippi. The said party of the first part hereby conveying in fee simple and forever all their right title interest and claims to all lands tenements hereditaments and privileges formerly belonging to the late Charles Hester and of which he died seized and possessed and of which he the said Charles Hester did have title and claim at the time of his death and also all the personal Estate and property dues notes accounts bonds bills and whatsoever kind the same may be (except negroes as aforesaid) whether the same real or personal property be in the State of Mississippi or the State of Louisiana, or wherever the same may be, unto the party of the second part and their heirs and assigns forever and that the said party of the second part their heirs and assigns may forever hereafter hold possess and enjoy the same without any suit molestation or interruption from the said parties of the first part or any other person or persons under them claiming any right therein.

In Witness whereof the said party of the first part by J. Edgar Goodlet his attorney in fact and the said J. Edgar Goodlet for himself have hereunto set their hands and seals the day and year first above written.

Annie E Goodlet   
 By her Attorney in fact J. Edgar Goodlet   
 J. Edgar Goodlet 

The State of Mississippi

Wilkinson County } Personally appeared before me Henry D Patterson  
 Clerk of the Probate Court in and for said County the within named  
 J. Edgar Goodlet the attorney in fact of the within named Annie E  
 Goodlet who acknowledged that as said Attorney in fact and for  
 himself he signed sealed and delivered the within and of the within  
 named Annie E Goodlet and his own act and deed on the day  
 therein mentioned.

In testimony whereof I have hereunto set my hand and affixed  
 the seal of said Court this 29th day of November A.D. 1865.  
 H. D. Patterson Clerk.

43<sup>rd</sup> W. L. Revenue Stamps  
 Annexed & cancelled

D S Falladay }  
W Deed in Trust & Obligations }  
Charles L Wilder }  
3

Filed for record Mar 21, 1866 & recorded Mar 23, 1866

This Indenture made this fifteenth day of February 1866 between D S Falladay of the County of Warren and State of Mississippi of the first part and William T Fithens and M H Boyd of the County of Hinds and State of Mississippi parties of the second part and Charles L Wilder State of Massachusetts party of the third part, Witnesseth.

That whereas said parties of the first are indebted to said party of the third part in the sum of nine thousand dollars evidenced by his obligation of even date herewith, the original of which is on the blank page of this deed, and is made a part of this instrument.

And the said party of the first part being desirous to secure the prompt payment of said indebtedness at its maturity, from this Indenture Witnesseth, that said party of the first part for and in consideration of the sum of ten dollars to him in hand paid by said parties of the second part the receipt of which is hereby acknowledged have granted bargained sold released conveyed and confirmed, and by these presents do grant bargain sell release convey and confirm unto the said parties of the second part their heirs and assigns forever, all the following described land, situated in the County of Madison and State of Mississippi and more particularly designated and described as follows, to wit, The 1/2 of the S E 1/4 and E 1/2 of the S 1/2 of the E 1/2 of the S W 1/4 of Section (26) twenty six, the E 1/2 of the N E 1/4 (less twenty acres out of N W) <sup>cor</sup> of Section thirty four (34) the 1/2 of the N E 1/4 and the N W 1/4 of Section (35) thirty five of Township ten (10) of Range (2) two East containing four hundred acres more or less.

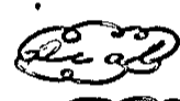
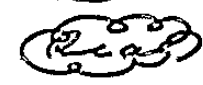
To have and to hold the above described lands with all their improvements, and the personal property above described, to the only proper use, benefit and behoof of them the said parties of the second part their heirs and assigns forever.

And said party of the first part, for themselves, their heirs executors and administrators covenant with said parties of the second part, their heirs and assigns that they are lawfully seized and possessed of said land, and will forever warrant and defend the title to the same against the claims or claims of all persons whatsoever. In trust nevertheless, and for the following use, intent and purpose, and more than, to wit, Should said party of the first part fail to pay and satisfy said obligation at maturity, then it shall be the duty of said parties of the second part, or either of them (each of them being hereby fully authorized and empowered to act singly and without the other) at

the request of said party of the third part, or either of them after giving thirty days notice of the time and place of sale, in some newspaper published in Jackson Miss. to proceed to sell at public Auction before the Capitol in said City of Jackson Miss. for cash and to the highest bidder, all the above described lands and other property or a sufficiency thereof to satisfy the debt and interest and the cost of executing this trust, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon and the cost of executing this trust, and the balance if any then be, shall be paid over to said party of the first part.

But should said party of the first part, well and truly pay said obligation at maturity, then this deed to be void and of no effect otherwise to remain in full force and virtue.


In Testimony of which said parties of the first and second parts have hereunto set their hands and affixed their seals, this day and date first above written.

D S Talladay   
 Wm F Withers 

State of Mississippi  
 County of Hinds

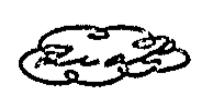
Subj Personally appeared before the undersigned a Justice of the Peace in and for the County of Hinds, the above named D S Talladay, who acknowledged that he signed, sealed and delivered the foregoing deed as his act and deed on the day and year and for the purposes therein mentioned.

Witness my hand and seal this 15th day of February 1866

J. B. Boyd J.P. 

I hereby bind and obligate myself to deliver Charles L. Wilder on his order in the City of New Orleans La. on or before the first day of December next fifteen thousand pounds of Cotton, to cover a go New Orleans Middlings, and I further agree to pay all taxes both Federal and State on said fifteen thousand pounds of Cotton and to deliver it well baled and in good order, in New Orleans free of all charges and expenses whatever. In default of delivering said Cotton as above stipulated I bind and obligate myself to pay said Wilder the sum of Nine thousand Dollars, or sixty cents per pound for all Cotton not delivered, the money to be paid on the first day of December next.

Witness my hand and seal this 15th day of February 1866.

D S Talladay 

3<sup>rd</sup> Class U.S. Revenue Stamp  
 Annulled & Cancelled

William Mitchell }  
To Deed }  
Wm A Simmans }

Filed for Record and Recorded March 24, 1866.

This Deed was made and entered into this 1st day of January in the year of Our Lord one thousand eight hundred and sixty-six between William Mitchell party of the first part and William A Simmans party of the second part Witnesses. That said William Mitchell party of the first part for and in consideration of the sum of thirty five dollars (\$35<sup>00/100</sup>) to him in hand paid by said Simmans party of second part the receipt whereof is hereby acknowledged doth bargain sell grant and convey to said W A Simmans party of the second part all his right title and claim in and to the lease of the following described part of the sixteenth Section of Township 7 Range One East to Trip. Beginning at a stake on the west side of the main Public Road from Jackson to Livingston thence following the windings of a neighborhood road from Jackson to Union till it strikes the dividing line between Mitchell and Sorsby thence East with that line as far as the Section line goes and comprising the N E corner of the East 1/2 of S W 1/4 of Sec 16. Township 7. Range One East and containing five acres more or less.

In testimony whereof I have hereunto set my hand and affixed my seal the day and date first above written.

Witness }  
W W Williams }  
James F Mitchell }  
Lorris E Mitchell }

W Mitchell

The State of Mississippi

Madison County

Personally appeared before me E D Ward Clerk of the Probate Court of said County W W Williams one of the subscribing witnesses to the foregoing deed who being duly sworn deposed and said that he saw the above named Wm Mitchell whose name is subscribed thereto, sign seal and deliver the same to Wm A Simmans, and that this deponent subscribed his name thereto as a witness in the presence of the said William Mitchell and that he saw the other subscribing witnesses James F Mitchell and Lorris E Mitchell sign the same in the presence of the said William Mitchell and that the witnesses signed said deed as witnesses in the presence of each other.

Known to and subscribed before me

This 23rd day of March A D 1866. }  
E D Ward Clerk.

W W Williams

for W A Simmans Stamps  
Amount cancelled

William S Bailey }  
G & D seal }  
John Montgomery }

Filed for Record Mar 22, 1866 & Recorded March 24, 1866.

This Indenture made and entered into this twenty second day of March in the year of our Lord one thousand eight hundred and sixty six between William S Bailey of the County of Madison and State of Mississippi of the first part and John Montgomery of the County of Madison and State of Mississippi of the second part, Witnesseth, that the party of the first part for and in consideration of the sum of one thousand dollars to him paid by the party of the second part, the receipt whereof is hereby acknowledged, hath given granted bargain and sold & conveyed and by these presents do give grant bargain sell convey and confirm unto the party of the second part and to his heirs in fee simple forever, a certain lot or parcel of land situate, lying and being in the County of Madison City of Canton and State of Mississippi known and described as follows to wit, Beginning on the South side of Peace Street at the north west corner of a lot of land conveyed by D M Fulton & wife to said Bailey by deed dated April 26th 1858, running with Peace Street west fifty feet, thence South parallel with his present lot two hundred feet, thence East fifty feet to the South west corner of his present lot, thence north with his line to the beginning.

To Have and to Hold the above described land and premises together with all and singular the rights and privileges, buildings, improvements, and appurtenances of, in or to the same belonging, or in any wise appertaining unto the party of the second part and his heirs forever. And the party of the first part for himself and his heirs, executors and administrators doth hereby covenant, to and with the party of the second part, and his heirs that he is lawfully seized in fee of the afore granted land and premises, that the same are free from all incumbrances, that he has good right to sell and convey the same as aforesaid, and that he will forever warrant and defend the title and quiet possession of the aforesaid land and premises, and every part thereof unto the party of the second part, against the right, title, interest, or claim and of all and every person whomsoever. In testimony whereof the party of the first part hath hereunto set his hand & affixed his seal the day and year first above written.

State of Mississippi }  
Madison County }

Will. S. Bailey

Personally appeared before me E D Ward Clerk of the Probate Court of said County William S Bailey the bargainor to the foregoing and hereto attached deed of conveyance with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, on the day and year therein mentioned as his voluntary act and deed,

Witness my hand at Office this Twenty second day of March 1866.

W. S. Bailey  
Annexed & cancelled

E D Ward Clerk.

Thos Shackelford & Wife Filed for Record March 24<sup>th</sup> 1866.

Co. 3 Deed } Recorded March 26<sup>th</sup> 1866.  
Geo Moorman } 3

This Indenture made and entered into this Eighteenth day of March A.D. Eighteen hundred and sixty six, between Thomas Shackelford and Sarah J. his wife of the County of Madison & State of Mississippi of the first part, and George Moorman of the same County and State of the second part, Witnesseth, that for and in consideration of the sum of thirteen thousand three hundred dollars in hand paid to the said Thos Shackelford the receipt whereof is hereby acknowledged the said parties of the first part, have this day bargained, sold, aliened & conveyed, and by these presents do bargain, sell, alien, and convey unto the said George Moorman his heirs and assigns forever, the following described tracts or parcels of lands lying, and being situated in the said County of Madison & State of aforesaid, known and designated as the whole of Section No twenty (20) & the north east quarter, and the East half of the North West quarter, and the north half of the East half of the South west quarter and the South East quarter of Section No twenty nine, and the west half of the North East quarter of Section No (28) twenty eight, and the North West quarter of Section No twenty eight, all in Township No eight of Range No two (2) East. Containing by estimation thirteen hundred and twenty acres be the same more or less. Together with all and singular the appurtenances, hereditaments and privileges therunto belonging or in any wise appertaining and also all the estate title interest property and claims whatsoever, either in Law or Equity of them the said parties of the first part, of in and to the same.

To Have and to hold the above and foregoing granted and bargained premises and land, with the appurtenances to the said George Moorman as above described his heirs and assigns forever, And the said parties of the first part for themselves, heirs, Executors and administrators, do covenant grant bargain promise and agree to and with the said party of the second part and his heirs the above and foregoing described lands and tenements hereby and by these presents granted and every part thereof with the appurtenances unto the said George Moorman, and to his heirs and assigns and against the claim of all persons lawfully laying claim to the same or any part thereof either in law or Equity, the said parties of the first part will forever and by these presents warrant and defend.

In witness whereof the said parties of the first part have hereunto set their hands and affixed their seals on the day and year first above written, the word "Eight" interlined before signatures and delivery

Thos Shackelford *[Signature]*  
S J Shackelford *[Signature]*

The State of Mississippi  
 Madison County } Personally appeared before me William S Bailey  
 City of Canton } Mayor of the City of Canton and Ex. Officio Justice  
 of the Peace, Thomas Shackelford and Sarah J whose names are subscribed  
 to the within and foregoing deed of Conveyance, who acknowledged  
 that they signed sealed and delivered the same on the day and year  
 therein specified as their act and deed for the purposes therein specified  
 and the said Sarah J his wife on a private examination apart  
 from her said husband made by me, acknowledged that she signed  
 sealed and delivered the same as her voluntary act and deed, freely  
 and without any fear threat or Compulsion of or from her said husband.

Given under my hand and seal this twenty fourth day of  
 March A.D. Eighteen hundred and sixty six.

William S Bailey Mayor *(Seal)*  
 and Justice of the Peace.

\$13<sup>54</sup> W S Revenue Stamps  
 Assessed & Cancelled.

Thos Shackelford & Wife } Filed for Record March 24, 1866  
 G. J. Deed } Recorded March 26, 1866  
 Henry Grimmer }

This Indenture made and entered into this twenty  
 second day of March in the year of our Lord one thousand Eight hundred  
 and sixty, Between Thomas Shackelford and Sarah J. his wife of the County  
 of Madison and State of Mississippi of the first part and Henry Grimmer  
 of the same County and State of the second part. Witnesses. That for  
 and in consideration of the sum of One thousand to them in hand paid  
 by the said party of the second part, the receipt whereof is hereby acknowl-  
 edged, and the further sum of One thousand dollars to be paid by the  
 said party of the second part to said Thomas Shackelford, One  
 half on the first day of August A.D. Eighteen hundred and sixty six,  
 and one half on the first day of January A.D. 1867, the said parties  
 of the first part have this day bargained, aliened, sold and conveyed  
 and by these presents do bargain alien sell and convey unto the said Henry  
 Grimmer his heirs and assigns forever the following described lot or parcel  
 of land lying and being situated in the City of Canton and County  
 of Madison aforesaid. Known and designated on the plat or Map  
 of said City as the South part of the South half of lot (No 22) of square  
 No four, fronting twenty feet on the Public Square and measuring back  
 one hundred feet, together with all and singular the appurtenances  
 and hereditaments and privileges thereto belonging or in any wise  
 appertaining, and also all the estate title interest and property & claims  
 whatsoever either in law or equity of them the said parties of the first



part, of in and to the same. To have and to hold the above granted premises and lot with the appurtenances unto the said party of the second part as above described his heirs and assigns forever.

And the said parties of the first part for themselves, heirs, Executors and administrators, do covenant grant promise and agree to and with the said party of the second part, and his heirs the above and foregoing described lot & premises hereby and by these presents granted and every part thereof with the appurtenances unto the said Henry Grimmer and to his heirs and assigns, and against the claim or claims of all persons laying claim to the same either in law or equity, or any part thereof, the said parties of the first part will forever and by these presents warrant and defend.

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

Thos Shackelford  
S T Shackelford

The State of Mississippi

Madison County } Personally appeared before me the undersigned Mayor of the City of Canton & Ex officio Justice of the Peace in and for said County, Thomas Shackelford and Sarah his wife whose names are subscribed to the above and foregoing deed of conveyance, who acknowledged that they signed sealed and delivered the above and foregoing deed as their act and deed on the day and year therein mentioned, and the said Sarah in his wife on a private examination apart from her said husband made by me, acknowledged she signed sealed and delivered the same as her voluntary act and deed, freely, without any fear threat or compulsion of or from her said husband.

Given under my hand and seal this 22nd day of March A D (1866) Eighteen hundred and sixty six.

Will. S. Bailey Mayor  
and Justice of the Peace,

42<sup>00</sup> U.S. Revenue Stamps  
Assessed & Cancelled

Wm J Withers & Martha S Withers } Received for Record and recorded March 26, 1866  
Ex Deeds }  
John Humphreys }

This Indenture made this second day of March One thousand Eight hundred and sixty six between William J Withers and Martha S Withers his wife of the County of Hinds and State of Mississippi, parties of the first part and John Humphreys of England party of the second part, Witnesseth, That said parties of

See Chancery Court Minutes Book No 3 page 314  
for reference as to deferred payment.

the first part for and in consideration of the sum of twenty seven thousand and dollars in gold, and three thousand dollars in currency. Ten thousand three hundred and thirty three <sup>30</sup>/<sub>100</sub> dollars of which in gold and three thousand in currency (which three thousand is for personal property) is this day paid in hand, and for the remaining six thousand six hundred and sixty six <sup>40</sup>/<sub>100</sub> dollars said Humphreys has executed his promissory note of even date herewith payable to said Martha S Withers or order, on the first day of January 1868 and bearing interest at the rate of eight per cent per annum from the 9th day of February 1866, until paid, both principal and interest in gold, to secure the payment of which a special lien is hereby retained on all the property both real and personal herein conveyed, Have granted bargained sold and conveyed, and do hereby grant bargain sell and convey unto the said John Humphreys his heirs and assigns forever all the following described lands situated in the County of Madison and State of Mississippi and more particularly designated and described as follows. Viz.

All of section Eleven, the south half, and the south half of the north half of section Twelve, the north half, the South West quarter, the West half of the South East quarter, and the north half of the east half of the South East quarter of section thirteen, All of section fourteen, the north half of section twenty three, and one hundred acres off the north end of the North West quarter and West half of the North East quarter of section twenty four, so as to take thirty three and one third acres off of the North end of each of said three eighths and (also forty acres off of the North end of the East half of the North East quarter of section twenty four, it being the forty acres of land conveyed by the Planters Bank of Tennessee to G W Martin as an appurtenance to the Hilliard Plantation, All of the above described lands being in Township Eight (8) of Range one (1) East, containing twenty Eight hundred and twenty acres more or less.

Together with all the personal property of every description that belongs or appertains to said plantation.

Do Have and to hold the above described lands (which are the sole and separate property of said Martha S Withers) to the only proper use benefit and behoof of him the said John Humphreys his heirs and assigns forever.

And the said parties of the first part for themselves their heirs Executors and administrators, covenant with said party of the second part his heirs and assigns that the said Martha S Withers is lawfully seized and possessed of said lands and that

they will forever warrant and defend the title to the same against the claim or claims of all and every person whatsoever. In testimony of which said parties of the first part have hereunto set their hands and affixed their seals this day and year first above written

Jm T Withers (Seal)  
M S Withers (Seal)

State of Mississippi

County of Hinds } Personally appeared before the undersigned J H Boyd a Justice of the Peace in and for said County of Hinds, the above named Jm T Withers and Martha S Withers his wife who acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year therein mentioned. And the said Martha S Withers on a private examination separate and apart from her said husband, acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed, freely and without any fear, threats and compulsion of her said husband. Witness my hand and seal this 2<sup>nd</sup> day of March A. D. 1866.

J H Boyd J.P. (Seal)

27<sup>th</sup> U.S. Revenue Stamps  
Annexed & Cancelled

J A Glover

3 Obligation

3 Wright Allen & Co

} Filed for Record and Recorded March 27<sup>th</sup> 1866.

For and in consideration of certain sums of money paid and advanced me by Wright Allen & Co. I hereby pledge to them, the said Wright Allen & Co to deliver to their agents in Vicksburg Mississippi from my present year growing crop of cotton, an amount of said cotton, which will net in said city of Vicksburg at time of delivery, an amount of money equal to the sum of five hundred dollars net proceeds. The said cotton to be delivered as early as practicable during the coming fall. And I hereby pledge my crop of cotton of this year's growth for fulfillment of this contract. Madison Madison Co Miss. March 27, 1866

J A Glover (Seal)

Signed in presence of  
Guard States

} 27<sup>th</sup> U.S. Revenue Stamps  
Annexed & Cancelled

The State of Mississippi

Madison County } Personally appeared before me William S Bailey Mayor of the City of Madison and Ex. Officer a Justice of the Peace in and for said County John A Glover who acknowledged that he signed sealed and delivered the foregoing instrument of writing on the day of its date for the purposes therein mentioned. Given under my hand and seal this 27<sup>th</sup> day of March 1866.

Will S Bailey Mayor & J.P. (Seal)

James B Balfour & wife } Filed for Record March 26<sup>th</sup> 1866,  
 Do } Deed of Trust } Recorded March 27<sup>th</sup> 1866,  
 Jno Emile Livandois. }

The State of Mississippi

Madison County } This Deed of conveyance in  
 Trust made and entered into this 12<sup>th</sup> day of March 1866, in said County by  
 James B Balfour and Mary his wife of the said County, of the first part to  
 and with Jno Emile Livandois of the City of New Orleans, Parish of Orleans  
 State of Louisiana of the second part, and Ogden Vance & Co of the third part  
 also of said City of New Orleans, Witnesses.

That for and in consideration of the debts hereinafter named and secured as  
 well as the further consideration of one dollar paid by said party of the second  
 part to the party of the first part, we of the first part have granted bargained  
 and sold and by these presents do alien and convey to the party of the second  
 part and his successors as herein after described the following Real Estate  
 Situated in said Madison County To wit, The West half of Section Six, Town-  
 ship Eight Range One West Six acres out of the North West corner thereof,  
 The North West quarter of Section Seven of the same Township and Range, and  
 the North East quarter and East half of North West quarter Section Twelve, Town-  
 ship Eight Range Two West, containing seven hundred and fourteen  
 acres, more or less, To Have and to Hold the same to the said party of the  
 second part and his said successors with the tenements hereditaments and  
 appurtenances thereon and thereto belonging in fee simple absolute  
 upon the condition and subject to the Trust following, That is to say, That  
 whereas said James B Balfour stands indebted to said party of the third  
 part as follows to wit, To our note due Jan'y. 2, 1867 for fourteen hundred dollars  
 Our note due Jan'y. 2, 1868, for fourteen hundred and Eighty dollars - Two notes  
 due Jan'y. 2, 1868, for three thousand dollars each, Our note due Jan'y. 2, 1869  
 for five thousand dollars, Our note due Jan'y. 2, 1871 for four thousand  
 dollars, Our note due Jan'y. 2, 1871, for five thousand four hundred and Eighty  
 Eight <sup>7/100</sup> dollars, All dated Jan'y. 2, 1866, & payable to the order of Ogden  
 Vance & Co, and bearing interest at the rate of six per cent per annum from this  
 date, Then therefore if the said James B Balfour shall pay said  
 notes and interest as they respectively fall due this conveyance is thereby  
 to become void, But in case of default by him in paying any one  
 of said notes at maturity, then the said Trustee Jno Emile Livandois  
 or his successor may and shall upon the request and demand of said  
 Ogden Vance & Co proceed to sell said property hereby conveyed at public  
 outcry for cash after giving thirty days notice at least of the time  
 place and object of sale, and after paying all proper cost & charges  
 in and about the Execution of this trust shall apportion the balance  
 of the proceeds of said sale in just and equitable proportions among

all of said notes and paying over the same as they respectively full. div.  
 And the said Bryan Vance & Co are hereby granted the privilege of selecting  
 another Trustee as successor to said Jno Emile Livandois in case of his death  
 inability or refusal to act in the premises, which successor shall have and is  
 hereby invested with all the rights titles privileges and duties of the one  
 herein named. And said Bryan Vance & Co hereby acknowledge notice of a  
 privileged Vendor's lien on the property hereby conveyed in favour of  
 H G Blackman & Wife Vendors of said property to said Palfour for a balance  
 of the purchase money unpaid amounting to about fifty five hundred &  
 seventy one \$71.00 with 8% Int from Jan 4/12 (\$5571.57 Int)

In testimony of all of which the parties have hereunto signed their names  
 and affixed their seals this 31st day of January 1866. as to the parties of the  
 second and third part, and the date mentioned in the caption as to the  
 Grantors.

Jos H Palfour (Seal)  
 Mary H Palfour (Seal)  
 John E Livandois (Seal)  
 Bryan Vance & Co (Seal)

The State of Louisiana }  
 Parish of Orleans, City of New Orleans } &c

Personally came before me (acting officer) a Commissioner  
 of the State of Mississippi for Louisiana and duly authorized to take & certify acknowl-  
 edgement of Deeds to Jno Emile Livandois, Trustee named in the foregoing  
 deed, and John E Livandois one of the firm of Bryan Vance & Co Beneficiaries  
 therein, both personally known to me and acknowledged that they executed  
 the same on the day therein stated as an acceptance of the trust duties and  
 benefits thereby intended to be conferred.

Witness my hand and Official Seal at Office, New Orleans this 31st day of Jan 1866  
 Theodore O. Starks,  
 Commissioner of Deeds of Miss in New Orleans

The State of Mississippi }  
 Madison County } Personally came before me an acting Justice of the Peace  
 of said County James H Palfour and acknowledged that he executed  
 the foregoing deed of trust for the purposes therein expressed. Also came  
 personally Mary Palfour his wife who acknowledged upon a separate  
 examination by me privily and apart from her husband that she  
 executed the same as her voluntary act and deed, without any  
 fears threats or compulsion.

Witness my hand & seal, this 12th day of March 1866.

J. R. Kearney (Seal)

23<sup>rd</sup> W. S. Revenue Stamp  
 unused & cancelled

Thomas Shackelford } Filed for Record March 27<sup>th</sup> 1861  
 As 3 Mortgage } Recorded March 27<sup>th</sup> 1861  
 Robert Sivley } .. .. .

This Indenture made and entered into this Eighteenth day of March A D Eighteen hundred and sixty six, Between Thomas Shackelford of the County of Madison & State of Mississippi of the first part and Robert Sivley of the County of St. Louis & State aforesaid of the second part. Witnesseth, That whereas, heretofore to wit, on the 18<sup>th</sup> day of May A D 1859, the said party of the first part Executed and delivered to the said Sivley his promissory note for the sum of two thousand one hundred and fifty dollars, due and payable to the said Sivley on the first day of January A D Eighteen hundred and sixty, with interest on the same from the 1<sup>st</sup> day of January A D 1859 with H. C. Shackelford as his surety, which said note as aforesaid was then and there delivered to the said Sivley,

Now this Indenture Witnesseth, that the said Thomas Shackelford, as well for and in consideration of the aforesaid Debt or sum of two thousand one hundred and fifty dollars, due and payable on the first day of January A D 1860 as aforesaid and for the better securing the payment thereof with its interest unto the said Robert Sivley his Executors, Administrators & assigns in discharge of the foregoing recited obligation or note, and that the same shall be paid on or before the first day of January A D Eighteen hundred and sixty seven, to the said Robert Sivley his Executors, Admini. & assigns & all interest accrued & to accrue on said note as well of the further sum of one dollar in hand paid to the said Thomas Shackelford by the said Robert Sivley, the receipt whereof is hereby acknowledged, hath granted, bargained sold, released, confirmed & conveyed and by these presents doth grant, bargain, sell, release confirm and convey unto the said Robert Sivley his heirs and assigns all of the following described land lying & being situated in the said County of Madison in or contiguous to the City of Lexington Co. Va. Beginning on the corner of Twenty two and one half acres East of the South West Corner of the East half of the South West quarter of section No. nineteen of Township No. nine of Range of No. three East, from thence running due North four hundred and fifty four yards, thence East one hundred and twenty two and one half yards thence four hundred and fifty five yards South from thence to the beginning, containing by estimation Eleven (11) and one half acres be the same more or less, together with all and singular the appurtenances thereto belonging or in any wise appertaining.

Also the following described lots lying and being situated in the City of Lexington and more or less designated on the map or plat of said town as Lot No. three on the Corner of Union & Fulton Streets, one hundred by two hundred feet, also lot No. two in the Precise Survey of town lots, said lot being one hundred feet on Liberty Street and running back along Fulton Street two

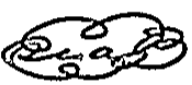
hundred feet to the North east corner of the east end of the last lot above described: thence along the east end of said lot South one hundred feet thence east to the beginning 1000 hundred feet, the whole of said lot being now included in one lot fronting one hundred feet on Liberty Street and running west along Fulton Street four hundred feet to the corner on Union Street thence South one hundred feet & thence east four hundred feet to the beginning, together with all and singular the appurtenances, privileges and hereditaments thereto belonging or in any wise appertaining.

To Have and to Hold the said first mentioned lot or parcel containing Eleven and one half acres hereby granted or so intended to be with the appurtenances unto the said Robert Sibley his heirs and assigns to the only proper use and behoof of the Robert Sibley his heirs and assigns forever.

And to have and to Hold the said last mentioned lot or parcel of land in the City of Canton (being the lots on which the residence of the said T Shackleford is situated being his homestead) unto the said Sibley his heirs and assigns forever upon the following conditions and reservations to wit. The said Shackleford is to remain in possession of the said lots last above conveyed, and the dwelling House now occupied by him until the 1st day of January A D 1867. And case default then is made by the said Shackleford in the payment of the said sum of money specified in said note and all interest accrued on the same up to the 1st day of January A D 1867. And in case it should become necessary to foreclose this mortgage on account of the default of the said Shackleford to pay up the said note and interest accrued thereon & due on the 1st day of January A D 1867, then in that case the first mentioned lot or parcel of land herein mentioned of Eleven and one half acres is to be sold absolutely by deed of foreclosure of this mortgage in the usual way in Chancery. But if it should become necessary to foreclose this mortgage upon the last mentioned lot or residence of the said Shackleford it is understood & agreed by and between the parties to these presents, that when the same shall be sold that unless the same shall net sell for more money than is allowed to insolvent persons as a homestead and Exempt from Execution of fieri facias or sale by law then this indenture is void as to the last mentioned lot & premises, and the same is to be retained by the said Shackleford as his homestead, reserved from sale by the act of the Legislature in such cases made and provided for the benefit of insolvent debtors, but if the said lot and residence shall sell for more money than is allowed to insolvent debtors, under the exemption laws of this State of Mississippi from seizure and sale, by Execution or otherwise then in that case, what is allowed in value to insolvent debtors is to be paid over by the commissioner for the sale of the same to the said Thomas Shackleford his heirs and assigns and the balance appropriated to the discharge of the balance of what may be found due the said Robert Sibley his heirs Executors administrators or assigns after the sale of the herein first above described lot of Eleven and 1/2 acres of

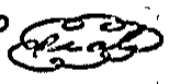
land. Provided always nevertheless that if the said Thomas Shackelford his heirs and assigns Executors or administrators, shall and do well and truly pay or cause to be paid into the said Robert Sirley, his Executors, administrators or assigns the aforesaid debt or sum of five thousand one hundred and fifty dollars on the 1st day of January A.D. 1867. with the interest accrued and to accrue to the said Robert Sirley on said note without any fraud or further delay. Then and from thenceforth as well as this present indenture and the Estate hereby granted as the said recited note or obligation shall cease determine and become absolutely null and void to all intents and purposes, any thing hereinbefore contained to the contrary in any wise notwithstanding "Loh" interlined before signature.

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

Thos Shackelford 

The State of Mississippi

Madison County, } Personally appeared before me William S  
 City of Canton } Bailey Mayor of the City of Canton & Ex Officio  
 Justice of the Peace in and for said County Thomas Shackelford  
 whose signature is affixed to the above and foregoing deed who  
 acknowledges that he signed sealed and delivered the same as his act and  
 deed and for the purposes therein specified.

In witness whereof I have hereunto set my hand and seal this 18th day of March 1866  
 Will S Bailey Mayor & J.P. 

41<sup>24</sup> U.S. Revenue Stamps  
 Annexed & Cancelled

Asa Coleman } Filed for Record and Record March 28th 1866.  
 Co } Deed  
 Laura H. Richards }

This deed of conveyance made and entered into this the 28th day of February One thousand Eight hundred & sixty six between Asa Coleman Executor of the last Will and Testament of Gunn M Rogus deceased of the first part and Laura H Richards of the second part. Witnesseth, That the said party of the first part for and in consideration of the sum of Eleven hundred and sixty dollars paid to him by the said party of the second part have this day bargained and sold and do hereby grant and convey to said party of the second part certain lands situated in this County of Madison State of Mississippi to wit, Viz. The west half of South East quarter Section Twenty five Township Ten Range Three East in said County of Madison



and State of Mississippi containing in all eighty acres more or less. To Have and to Hold said land with appurtenances to the said party of the second part her heirs and assigns. And the said party of the first do covenant with the said party of the second part that he will forever warrant and defend the same to her, her heirs or assigns under her fee from and against the right title or claims of himself as Executor of the last will and testament of Green M Rogers deceased as aforesaid or his heirs and of any person whomsoever. And the said party of the first part do hereunto sign his name and set his Seal on the day and date above written.

Lisa Coleman Seal

The State of Mississippi  
Madison County } I, Tho L Hart member of the Board of Police of said County certify that Lisa Coleman Executor of <sup>the Estate</sup> Green M Rogers deed personally appeared before me and acknowledged that he signed sealed and delivered the foregoing deed as his act and deed for the purposes therein specified

Given under my hand and

seal the 28th day of February A D 1866.

2.00 U.S Revenue Stamps  
uncollected & cancelled

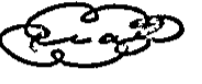

Thomas L Hart  
Member Board Police.

Thos Shackelford & Wife } Filed for Record March 27th 1866.  
Ls Deed } Recorded March 28th 1866.  
Gives I Taylor }

This Indenture made and entered into this twenty fourth day of March A D (1866) Eighteen hundred and sixty six Between Thomas Shackelford and Sarah F Shackelford of the County of Madison and State of Mississippi of the first part, and William J Taylor of the same County & State of the second part, Witness That for and in consideration of the sum of One hundred and forty dollars to the said Thomas Shackelford in hand paid by the said William J Taylor, the receipt whereof is hereby acknowledged. The said Taylor his heirs forever released and discharged therefrom by these presents. Have bargained granted, sold, confirmed and conveyed, and by these presents do grant bargain, alien, confirm and convey unto the said party of the second part his heirs and assigns forever. All of the following described parcels of land lying and being situated in the said County of Madison, To Wit, an undivided fourth interest in and to the South half of west half of North West quarter of section No fourteen, and of North half of East half of the North East quarter of Section fifteen all in Township No 9 of Range No two east containing by estimation twenty acres be the same more or less. Together with all and singular the appurtenances and privileges thereto belonging or in any wise appertaining. To Have and to Hold the above granted lands and premises unto the said William J Taylor his heirs & assigns

for ever, and the said parties of the first part for themselves, heirs Executors & administrators do covenant promise and agree to and with the said William J Taylor his heirs and assigns that they the said parties of the first part & their heirs, the above described & hereby granted premises & every part thereof with the appurtenances, unto the said William J Taylor & his heirs & assigns against the claim or claims of all persons lawfully or Equitably claiming or to claim the said premises or any part thereof. Will and shall warrant, and by their presents forever defend.

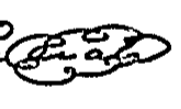
In witness whereof the said parties part have hereunto set their hands & affixed their seals on the day and year first above written.

Thos Shackelford   
S. Shackelford 

The State of Mississippi

Madison County } Personally appeared before me William S Bailey  
City of Canton } the undersigned Mayor of Canton and Ex. Officio Justice  
of the Peace in and for said County, Thomas Shackelford & Sarah T whose names are subscribed to the above and foregoing deed of conveyance who acknowledged that they signed sealed and delivered the same on the day & year therein specified as their act & deed. And the said Sarah T wife of the said Thomas Shackelford having been examined by me separate and apart from her husband acknowledged that she signed sealed and delivered the same freely and without any fear threats or compulsion from her said Husband as her Voluntary act & deed.

In witness whereof I have hereunto set my hand & affixed my seal on the 27th day of March. 1866.

Wm. S. Bailey Mayor & J. P. 

~~40<sup>th</sup> U.S. Revenue Stamps  
Cancelled~~

Jane Leggett & R W Leggett }  
As 3 Part in Trust & Obligations } Filed for Record and Recorded March 28, 1866.  
Charles S Wilder }  
This Indenture made this fifteenth day of February 1866, between Jane Leggett and R W Leggett of the County of Madison and State of Mississippi of the first part and William J Withers and M W Boyd of the County of Hinds and State of Mississippi parties of the second part and Charles S Wilder of the State of Massachusetts party of the third part. Witnesseth, That whereas said parties of the first part are indebted to said party of the third part in the sum of nine thousand dollars evidenced by their obligation of even date with this deed, the original obligation being in the blank page of this deed, and is intended to be a part hereof. And the said parties of

the first part being desirous to secure the prompt payment of said indebtedness at its maturity. Now this Indenture Witnesseth, that said parties of the first part for and in consideration of the sum of ten dollars to them in hand paid by said parties of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed, and by these presents, do grant bargain sell release convey and confirm unto the said parties of the second part their heirs and assigns forever, all the following described land situated in the County of Madison and State of Mississippi and more particularly designated and described as follows to wit, Twenty acres off of South half of E $\frac{1}{2}$  of S $\frac{1}{4}$  cut off by a most diagonal line the N $\frac{1}{2}$  of S $\frac{1}{4}$  Section Twenty six, the E $\frac{1}{2}$  and S $\frac{1}{2}$  of the E $\frac{1}{2}$  of the S $\frac{1}{4}$  of Section Twenty seven, the N $\frac{1}{2}$  of N $\frac{1}{4}$ , the E $\frac{1}{2}$  of N $\frac{1}{4}$  and S $\frac{1}{2}$  of N $\frac{1}{2}$  of S $\frac{1}{4}$ , all the above lands being in Township Ten of Range Two East, Also the S $\frac{1}{4}$  of Section two and the N $\frac{1}{2}$  of the N $\frac{1}{2}$  of S $\frac{1}{4}$  of Section One of Township Nine Range One East, containing eight hundred and forty acres more or less.

To Have and to hold the above described lands with all their improvements and the personal property above described to the only proper use, benefit and behoof of them the said parties of the second part their heirs and assigns forever.

And the said parties of the first part, for themselves their heirs executors and administrators covenant with said parties of the second part their heirs and assigns that they are lawfully seized and possessed of said land, and will forever warrant and defend the title to the same against the claims or claims of all persons whatsoever.

In Trust nevertheless and for the following use, intent and purpose and none other to wit, Should said parties of the first part fail to pay and satisfy said obligation at maturity, then it shall be the duty of said parties of the second part or either of them (each of them being hereby fully authorized and empowered to act singly and without the other) at the request of said party of the third part or either of them, after giving thirty days notice of the time and place of sale in some newspaper, published in Jackson Miss., to proceed to sell at public auction in front of the Capitol in said City of Jackson for cash in hand to the highest bidder, all the above described lands and other property, or a sufficiency thereof to satisfy the debt and interest and the cost of executing this Trust, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon and the cost of executing this Trust, and the balance if any there be shall be paid over to said parties of the first part. — But should said parties of the first part well and truly pay said obligation at maturity, then this deed to be void and of no effect, otherwise to remain in full force and virtue.

In testimony of which said parties of the first and second parts have hereunto set their hands and affixed their seals, this day and date first above written.

James Leggett Esq  
S W Leggett Esq  
H J Withers Esq

State of Mississippi  
County of Hinds } Personally appeared before the undersigned a Justice  
of the Peace in and for said County of Hinds the above named James Leggett and S  
W Leggett who acknowledged that they signed sealed and delivered the foregoing  
deed as their act and deed on the day and year and for the purposes therein mentioned  
Witness my hand and seal this 15th day of February 1866.

J H Boyd J P

We hereby bind and obligate ourselves to deliver to Charles S Withers or to his order  
in the City of New Orleans on or before the first day of December next, fifteen  
Thousand pounds of Cotton of the crop to be grown the present season and to  
average middlings, and we further agree to pay all Taxes both State & Federal  
on the Cotton and to deliver it in New Orleans free of all charges and expenses.  
In default of delivering said Cotton as above stipulated we bind and obligate  
ourselves to pay said Withers the sum of nine thousand dollars or sixty cents per  
pound for all cotton not delivered, the money to be paid on the 1st day of  
December next. Witness our hands this 15th day of February 1866.

James Leggett  
S W Leggett

The State of Mississippi  
Madison County } Personally appeared before me E D Ward Clerk  
of the Probate Court in and for said County, S W Leggett who acknowledged  
that he signed sealed and delivered the foregoing deed as his voluntary  
act and deed on the day and year and for the purposes therein expressed.

Given under my hand and the seal of said Court this 28th day of March 1866.

33<sup>rd</sup> U S Revenue Stamps  
Amount paid & Cancelled

E D Ward, Clerk.

C S Whitcomb & Wife  
P L Richard & Wife  
H J Deed  
Cassell & Baughen

Filed for Record and Recorded March 28. 1866.

State of Mississippi  
Madison County } This Indenture made  
and entered into this first day of January A D (1866) Eighteen Hundred and  
sixty one between Gordon L Richard and his wife E P Richard  
Cornelius S Whitcomb and his wife Pamela Whitcomb all of the  
County and State aforesaid, parties of the first part, and William H Cassell  
and James H Baughen of the firm of Cassell & Baughen, both of the  
County and State aforesaid parties of the second part, Witness etc.

That whereas Thaddeus B. Blalock and Mary A. his wife of Campbell County Georgia, and William J. Thompson of Madison County Mississippi, signed sealed and delivered a certain deed in writing conveying to said B. L. Richard & S. Whitecomb and W. H. Caspell & J. W. Baughn (of the firm of Caspell & Baughn) of the parcel of land six and a half feet of the north part of lot number four in Square number Eight, and twelve and a half feet of the South part of lot number three in Square number Eight, beginning at the northwest corner of the lot now owned by said Caspell & Baughn and running thence East Two Hundred feet with said Lot thence north seventy five feet to St & P. Noonans Lot as stated in said deed thence west two hundred feet with said St & P. Noonans Lot to Liberty Street, thence South with Liberty Street seventy five feet to the beginning, lying and being in the City of Canton County of Madison State of Mississippi, and which said deed declared the first day of March A. D. Eighteen Hundred and Sixty (1860) was filed for record and recorded in Book P pages 326 & 327 of the Probate Clerks Office of Madison County Mississippi on the twenty ninth day of May A. D. Eighteen Hundred and Sixty (1860) and whereas the said Richard Whitecomb and Caspell & Baughn joint tenants in said land under said deed have voluntarily agreed upon the partition thereof and whereas the said Caspell & Baughn the party of the second part have paid to said grantors Blalock & Thompson four hundred sixteen & 66/100 dollars of the consideration money of said deed, and have agreed to execute and deliver their quit claims deed to B. L. Richard and S. Whitecomb, relinquishing all their interest in said premises except that herein after conveyed to them the said Caspell & Baughn contemporaneously with the execution and delivery of this instrument therefore in consideration of the above premises the parties of the first part have bargained sold conveyed released and quit claimed and by this presents do bargain sell convey release and quit claims all their right title and interest in and to the following described property to wit, Twelve and a half feet of the north part of the south half of lot number four in Square number Eight, beginning on Liberty Street thirty seven and a half feet north of the South west corner of lot number four in Square number eight and running thence East two hundred feet with the Lot now owned by Caspell & Baughn, thence north twelve and a half feet thence West two hundred feet to Liberty Street and thence South twelve and a half feet with Liberty Street to the beginning, lying and being in the City of Canton County of Madison State of Mississippi, to the said party of the second part their heirs Executors and administrators to have and to hold the same with all the appurtenances thereunto belonging forever, free from any claims or demands of the parties of the first part or any person or persons claiming through them or either of them, But it is expressly understood that no warranty of title is herein

above designed, this indenture being intended simply as a quiet claim and release. Given under our hands & seals this day & year above written

W. S. Stevens Stamps  
Cancelled

W. S. Whitecomb  
P. Whitecomb  
J. L. Richardson  
E. P. Richardson

The State of Mississippi

Of Holmes County } This day personally appeared before me the undersigned Justice of the Peace in and for said County & State Cornelius S. Whitecomb and his wife Pamela Whitecomb. Acknowledges that they did sign seal and deliver the foregoing deed as their own act on the day & year mentioned & for the purposes therein mentioned. And Pamela the wife of the said C. S. Whitecomb who being examined by me separate & apart from her said husband acknowledges that she signed sealed and delivered the foregoing deed as her own voluntary act on the day & year mentioned & for the purposes expressed without any fear threats or compulsion on the part of her said husband. Given under my hand & seal this 17th day of March 1866

Saml W. Dickens J. P.

The State of Mississippi

Madison County } Personally appeared before me E. D. Ward Clerk of the Probate Court in and for said County E. P. Richardson and E. P. Richardson his wife who jointly acknowledged that they signed sealed and delivered the within and foregoing deed on the day and year therein mentioned and for the purposes therein expressed as their voluntary act & deed, and the said E. P. Richardson upon a private examination apart from her said husband acknowledged that she signed sealed and delivered said deed on the day and year of its date as her free and voluntary act and deed without any fear threats or compulsion of her said husband.

Given under my hand and the seal of said Court at Office in the City of Canton this 28th day of March A. D. 1866.

E. D. Ward,

Thos M. Griffin & Wife  
J. Dew  
M. Clellan & Averell

Filed for record & recorded March 31-1866

The State of Mississippi

Madison County } This Indenture made and entered into this twenty sixth day of March eighteen hundred and sixty six, between Thomas M. Griffin of the first part and Joseph M. Clellan and J. P. Averell of the second part, both of the County and State aforesaid. Witnesseth. That for and in consideration of the sum of

One hundred dollars in hand paid to the party of the first part by the party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the party of the first part has this day bargained sold and conveyed, and by these presents does bargain sell and convey unto the parties of the second part, the following described land Viz. Beginning on the north line of the east half of south east quarter of a south east quarter of section twenty five (25) Township eight (8) Range two (2) east, where the Canton and Jackson road crosses said line, running west one hundred and twenty one (121) yards, thence south four hundred yards to a point on the Canton & Jackson road forty feet north of the south line of said section twenty five, thence along said road to the beginning, containing five acres more or less, to have and to hold said described land unto the parties of the second part their heirs Executors Administrators and assigns and the party of the first part for himself his heirs Executors Administrators and assigns does warrant and forever defend the right and title to said land against the claim or claims of all persons whatsoever, both in law and equity. In testimony whereof the party of the first part hath affixed his hand and seal the day and year above written.

Thos W Griffin *[Signature]*  
 S P Griffin *[Signature]*

The State of Mississippi }  
 Madison County }

Personally appeared before me E D Mauds Clerk of the Probate Court of said County Thos W Griffin who acted and pledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his voluntary act and deed.

Given under my hand and seal of said Court at Office in the City of Canton this 26th day of March AD 1866.  
 E D Mauds Clerk.

The State of Mississippi }  
 Madison County }

Personally appeared before me William S Bailey Mayor of the City of Canton and ex officio a Justice of the Peace in and for said County Mrs S P Griffin wife of Thos W Griffin whose name is signed to the foregoing deed, who this day being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered said deed freely and voluntarily as her act and deed and without any fear threats or compulsion of her said husband.

Given under my hand and seal this 28th day of March AD 1866  
 Will S Bailey  
 Mayor & J.P. *[Signature]*

50 W.D. Revenue Stamps  
 Unrecorded & Cancelled

Robert B Johnson } Filed for Record and Recorded April 2, 1866  
} To } Money Bond }  
} William E Johnson }

The State of South Carolina

Know all men by these presents that I, Robert B Johnson of Kershaw District in the State aforesaid and held and firmly bound unto William E Johnson of said District, in the just and full sum of twenty four thousand dollars, good and lawful, Constitutional money of said State of South Carolina, that is, specie, to be paid to the said William E Johnson his certain Attorney, Executors, Administrators or Assigns, to which payment well and truly to be made and done. I bind myself and each and every of my heirs Executors and Administrators, jointly and severally firmly by these presents.

Sealed with my seal and dated the sixth day of February in the year of our Lord One thousand Eight hundred and sixty six, and the year of the Sovereignty and Independence of the United States of America the.

The Condition of the above obligation is such, that if the above bound Robert B Johnson, his heirs, Executors or Administrators, shall and do well and truly pay or cause to be paid unto the above named William E Johnson his certain Attorney, Executors, Administrators or Assigns the full and just sum of twelve thousand dollars (\$12,000) in four equal annual installments from the first day of January last (1866) with interest at seven per centum to be paid annually, till the whole of principal and interest shall be fully paid, without fraud or further delay, then the above obligation to be void, and of no effect, or else to remain in full force and Virtue.

Sealed and delivered in

Robert B Johnson

Presence of  
} W M Jordan }  
} W D H Small }

\$12<sup>00</sup> U.S. Revenue Stamps  
Annexed & cancelled

Robert B Johnson } Filed for Record and Recorded April 2, 1866  
} To } Mortgage of Real Estate }  
} William E Johnson }

The State of South Carolina,

This Indenture made the sixth day of February in the year of our Lord one thousand Eight hundred and sixty six, between Robert B Johnson



of Rushaw District of the one part, and William E Johnson of the same District of the other part, Witnesseth.

Whereas, the said Robert B Johnson stands indebted to the said William E Johnson by his Bond dated the sixth day of February eighteen hundred and sixty six, for the sum of twelve thousand dollars, payable in four equal annual instalments from the first day of January 1866 with interest annually, and which is part of the consideration or price of the land herein below described.

Now this Instrument witnesseth, that the said Robert B Johnson for and in consideration of the said debt or sum payable as aforesaid, to the said William E Johnson, and for the better securing the payment thereof, to the said William E Johnson according to the Bond aforesaid, and also in consideration of the sum of one dollar by him the said William E Johnson to the said Robert B Johnson in hand paid, at and before the sealing and delivery of these presents do grant, bargain, sell, alien, release, convey and confirm unto the said William E Johnson and to his heirs and assigns forever all that piece, parcel or tract of land lying in Madison County Mississippi now in possession of the said Robert B Johnson, and adjoining lands of William M. Miller; the estate of the late Margaret M. Cullough and others, containing twenty five hundred acres more or less.

Besides the bond above mentioned of twelve thousand dollars, William E Johnson is liable to Thomas A. Withers, deceased and to Barnwell Stuart assigns as security for said Robert B Johnson - In the first for five thousand dollars besides interest, and to the second for one thousand dollars besides interest, and which the said Robert B Johnson hereby stipulates shall be fully paid - that is the balance thereof on or before the first day of January 1867.

Together with all and singular the rights, Members and Appurtenances thereto belonging or in any wise appertaining, and the Reversions and Reversions, Remainder and Remainders, Entails, Issues and Profits thereto. To Have and to Hold the said tract of land with the Appurtenances, unto the said William E Johnson, his heirs and assigns forever. Provided always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Robert B Johnson, his heirs, Executors or administrators, shall will and truly pay or cause to be paid unto the said William E Johnson his heirs Executors or administrators the sum of twelve thousand dollars and interest thereon, according to the true intent and meaning of the Bond above mentioned, and the Bonds above mentioned to Withers and to Stuart, then and from thenceforth these presents shall be utterly null and void, anything herein contained to the contrary

thing in any wise notwithstanding. And it is covenanted and agreed upon by and between the parties to these presents, that until default shall be made in payment of the aforesaid sum as before set forth, and the interest of the same, it shall and may be lawful to and for the said Robert B Johnson peaceably and quietly to hold use, occupy, possess and enjoy all and singular the premises above granted and released and every part thereof, with the appurtenances, and to have receive, and take the rents issues and profits thereof to his own particular use and behoof, anything herein contained to the contrary hereof in any wise notwithstanding. But upon failure to perform the conditions of the bond above described, and the now stipulation above as to Withers and Stuart Jones by the said Robert B Johnson, then the said William E Johnson, his heirs Executors or administrators shall have the right to call the bonds above described, by himself or his agent, or the agent of his legal representatives for cash upon ninety days notice to the said Robert B Johnson his heirs, executors or administrators, without the intervention of any Court, or Public Officer or fore close this Mortgage by the usual legal course should be chosen to do. Witness our hands and seals the day and year and day first above written,

Sealed and delivered in  
the presence of  
Ed D. M. Dowall  
W D Anderson

R B Johnson

State of South Carolina }  
Kershaw District } I, John H Witherspoon, a Magistrate  
do hereby certify, that Robert B Johnson did this day come before me personally, and acknowledge that the within deed or Mortgage to William E Johnson was signed sealed and delivered by him the said William E Johnson in presence of the subscribing witnesses thereto, D W Jordan and W D McDonald and for the purposes therein set forth, this 12th day of Febry. 1866.

J H Witherspoon  
Magistrate.

State of South Carolina }  
Kershaw District } I, J H Witherspoon Magistrate in and  
for the State do hereby certify that Jane L Johnson the wife of the within named R B Johnson did this day come personally before me, and upon being privately and separately examined by me, did declare that she was freely, voluntarily and without any compulsion dread or fear of any person, whomsoever, unmarried and forever

relinquish unto the within named William E Johnson all her right interest and claim of dower to the land within described for the purpose of this deed.

Dated this 13th day of Feby 1866  
J H Witherspoon }  
Magistrate }  
Jas E Johnson

The State of So Carolina }  
Kershaw District }  
I, William Klyburn Clerk of the Court of Common Pleas and General Sessions for Kershaw District in the State of said do hereby certify that J H Witherspoon Esq. before whom the within affidavit was made (as appears by his name in his own hand writing attesting the same) was at the date thereof a Magistrate for the District aforesaid, who had signed the roll kept in my office according to Law.

In testimony whereof, I have hereunto set my hand & seal of Office at Camden this 14th day of February Anno Domini 1866.  
W S D Stump  
Annexed & cancelled  
W Klyburn  
Clerk of C. & G. S.

Robert O Johnson }  
To } Mortgage for Personal Property } Filed for Record and Record April 2, 1866.  
William E Johnson }

The State of South Carolina  
To All to whom these presents shall come, I, Robert O Johnson of Kershaw District in the State of said send Greeting.  
Whereas I, the said Robert O Johnson stand indebted to William E Johnson also of the same District by my bond for Twelve Thousand dollars, that is, conditioned for Twelve Thousand dollars (\$12000) dated the sixth day of February A D 1866, Eighteen hundred and sixty six, and payable in four equal annual instalments from the first day of January A D, eighteen hundred and sixty six, with interest to be paid annually, as in and by the said Bond (Relation thereof being had) doth more fully and at large appear.  
Now know ye, that I, the said Robert O Johnson, for the better securing the payment of the said sum above mentioned unto the said William E Johnson his Heirs, Executors, Administrators or Assigns, together with lawful interest for the same, have bargained and sold and by these presents do bargain, sell, and in plain open market deliver unto the said William E Johnson, all the horses, Mules, cattle, Hogs, Sheep, Wagons carts, plantation utensils of all kinds, Gins, Ginstands, Cotton, Cotton seed, Corn, fodder, potatoes, wheat, Oats, with all other personal property now on the plantation I am planting or preparing

to plant in Madison County in Mississippi, and all personal property I may hereafter acquire in Mississippi or elsewhere, or now owned elsewhere, intending to create a present lien upon all now personal, and to pledge sacredly and legally all I may hereafter acquire any where, for the security and payment of the bond above mentioned, upon the breach of the condition of which bond the said William E Johnson personally or by his agent shall have the right to take into his possession any part or all the personal property I now own, may acquire, or own hereafter without the intervention of any Court or Officer, existing in any said bond, whatever the property may sell for or be worth. The usual conditions being made because the said William E Johnson has released me from a large sum for which I stood indebted to him.

I Have and to hold all the present and prospective property above mentioned to said W E Johnson his Executors, Administrators and Assigns forever, Provided always nevertheless, that if the said Robert B Johnson his heirs Executors or Administrators, shall not do well and truly pay or cause to be paid unto the said William E Johnson his certain Attorney, Executors, Administrators or Assigns the full and just sum above mentioned according to the true intent and meaning of the Bond aforesaid and of these presents then this deed of bargain and sale, and all and every clause, article and thing therein contained, shall cease determine and be utterly void and of no effect, any thing herein before contained to the contrary thereof in any wise notwithstanding.

And it is hereby declared by and between the parties, and the said Bond, and the said Robert B Johnson for himself his heirs, Executors Administrators with covenant and agree to and with the said William E Johnson his heirs Executors, Administrators and Assigns, by these presents, that if default shall happen to be made of, or in payment of the said sum above mentioned, according to the true intent and meaning of the said Bond, that then and in such case it shall and may be lawful to and for the said William E Johnson his heirs, Executors, Administrators, Assigns, Attorneys or Agents, from time to time, and at any times hereafter, peacefully and quietly to enter into any or all the messuages, lands or tenements of the said Robert B Johnson and to take the property above described or that the said Robert B Johnson may hereafter acquire into his or their custody and possession, and the same to hold and detain to his own use and behoof (as his own proper goods and chattels) from thenceforth and forever, or the same to sell and dispose of at his will and pleasure, returning the overplus if any there shall happen to be after paying the sum above mentioned unto the said Robert B Johnson

his Heirs - Executors, Administrators or Assigns.

In Witness whereof I the said Robert P. Johnson hath hereunto set my hand and seal this sixth day of February in the year of our Lord one thousand eight hundred and sixty six, and in the year of the Sovereignty and Independence of the United States of America

Signed, sealed and delivered

in the presence of

J W Jordan

W D McDowell

R P Johnson Seal

Robert P Johnson

W E Johnson

W E Johnson

Filed for Record and Recorded April 2, 1866

State of South Carolina.

Whereas I, Robert P Johnson stand indebted to Thomas J Withers by my bond or bonds, originally for, or amounting to five thousand dollars of principal and to which W E Johnson, with John Brown and W E Johnson for an execution, and to Samuel Stuart assignee of John M Desaussure Guardian by my bond for five thousand dollars and interest - to which W E Johnson and W E Johnson for an execution and whereas said W E Johnson, with John Brown and W E Johnson for an execution to my Bond to the commission in Equity of Richland District, ordered by the Court of Equity to be substituted in place of James P Leathers Bond for "the Barnes Land", and to hold by the Commission of equity for the protection of my wife, Jane C. life interest and her children as remainder men in said land and under the same limitations as those imposed by the Will of Joseph Cunningham in relation to said "Barnes Land"

Now be it known that I have and hereby do sell and pledge all the personal property mentioned in the within mortgage which I now own or may hereafter any where acquire to the said W E Johnson for his security and protection against loss or damage by reason of his security ship above mentioned and should I fail to pay the balance of said Bonds to Withers or to Stuart or or before the first day of January next by the said W E Johnson shall have the right to enter peacefully on my premises any where and take and sell any or all of the personal property within named and contemplated in the within Mortgage to satisfy said debts to Withers and to Stuart, And furthermore whenever the contingent liability to the Commission in Equity for Richland District shall become a debt by reason of the default of wife Jane C. or myself then said W E Johnson shall have the right to take possession peacefully of any personal property I now

or hereafter may have and all the same for cash to pay said Bonds to the Commissioners aforesaid, and protect himself against any loss therefrom

Witness my hand and seal this

sixth day of February A.D. 1866

Signed sealed and delivered } The Bond to the Commissioners in Equity  
in presence of } is for ten thousand dollars.

W D Mc Donnell  
W A Witherspoon

J A Johnson

Seal  
Seal

State of South Carolina

Charleston District } Robert A Johnson came personally before me J A Witherspoon Magistrate in and for the District aforesaid and acknowledged that the deed or Mortgage to William E Johnson written on this page was signed and sealed and delivered by him in the presence of the subscribing witnesses S Jordan and W D Mc Donnell for the purposes therein expressed and also that the deed or Mortgage written on the opposite side of this check was also signed sealed and delivered by him in the presence of the subscribing witnesses S Jordan and W D Mc Donnell for the purposes therein set forth. This 12th day of February 1866.

J A Witherspoon  
Magistrate.

The State of South Carolina

Charleston District } I, William Klyburn Clerk of the Court of Common Pleas and General Sessions for Charleston District in the State aforesaid do hereby certify that J A Witherspoon Esq before whom the foregoing affidavit was made (as appears by his name in his own hand writing attesting the same) was at the date thereof a Magistrate for the District aforesaid who had signed the roll kept in my office according to law.

In testimony whereof I have hereunto set my hand & Seal of Office at Camden this 14th day of February Anno Domini 1866.

W Klyburn  
W. C. P. & S

U.S. Revenue Stamps  
unmixed & cancelled

Five cents U.S. Revenue Stamps  
unmixed & cancelled

Robert B Johnson, Filed for Record and Recorded April 2, 1866

His Mortgage }  
William E Johnson }

The State of South Carolina

This Indenture made the ninth day of February in the year of our Lord one thousand Eight hundred and sixty six between Robert B Johnson of Kershaw District of the one part and William E Johnson John Brown and W E Johnson Jr of the same District and John Brown and William E Johnson Jr of the other parts. Witnesses.

Whereas the said William E Johnson with John Brown and William E Johnson Jr are executors to the said Robert B Johnson in his Bond to the Commissioner in Equity for Kershaw District in the penal sum of twenty thousand dollars conditioned for the payment of Ten thousand dollars to protect the life interest of his wife Jane E and of her children as remainder men in proceeds of the "Barney lands" authorized to be sold by order of the Court of Equity, as the records of the Court will show.

Now this Indenture witnesses, that the said Robert B Johnson for and in consideration of the said Securityship and to protect the said William E Johnson, John Brown, and William E Johnson Jr against loss or damage thereby and also in consideration of the sum of one dollar by them the said William E Johnson John Brown and William E Johnson Jr to the said Robert B Johnson in hand paid at and before the sealing and delivery of these presents, do grant, bargain, sell, alien, release, convey and confirm unto the said William E Johnson, John Brown and William E Johnson Jr and to their heirs and assigns forever, all that piece parcel or tract of land now in possession of the said Robert B Johnson in Madison County State of Mississippi, adjoining lands of William M. Miller, the Estate of the late Margaret M. Culloch and others, and containing twenty five hundred acres, be the same more or less.

Together with all and singular the Rights, Members and Appurtenances thereto belonging or in any wise appertaining and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and profits thereto To Have and to hold the said piece parcel or tract of land with the Appurtenances unto the said William E Johnson, John Brown and William E Johnson Jr their Heirs and assigns forever, reserving however unimpaired or diminished by this deed, the prior lien on the land hereby conveyed of a Mortgage of the same to William E Johnson to secure debts owing to him and which is dated the sixth day of February Eighteen hundred and sixty six, Provided however that if the said R B Johnson his Heirs, Executors or Administrators, shall well and truly pay or cause to be paid unto the said Commissioner in Equity for Kershaw District, whenever by the arrival of himself

or his wife Jane C. the liability under the Bond aforesaid shall become a debt subject to interest or actual payment, shall immediately pay the amount thereof or entirely relieve the said William E Johnson John Brown and William E Johnson Jr from their liability therefor and repay all charges incurred by them in relation thereto, then and from thenceforth, these presents shall be utterly null and void, anything herein contained to the contrary thereof in any wise notwithstanding.

And it is covenanted and agreed upon by and between the parties to these presents, that until default shall be made in the performance of the conditions of the said Bond and these stipulations in relation to it, the said Robert P Johnson shall peaceably and quietly hold use, occupy possess and enjoy all and singular the premises above granted and released, and every part thereof with the appurtenances and thereto, and take the rents issues and profits thereof, to his own particular use and behoof, anything herein contained to the contrary hereof in any wise notwithstanding.

But upon failure on the part of the said Robert P Johnson his heirs, Executors or Administrators to pay the Bond to the Commissioners in Equity as above provided; or to promptly and entirely relieve the Securities above named from their liability thereunder, then the said William E Johnson, John Brown and William E Johnson Jr their heirs, Executors or Administrators, shall have the right to call the land above described for cash upon thirty days notice in writing to the said Robert P Johnson his heirs, Executors or Administrators, and apply the proceeds to satisfy the said Bond to the Commissioners in Equity aforesaid, retaining if any the surplus to said Robert P Johnson or his legal representatives.

Sealed and delivered

in the presence of

D W Jordan

M D M Donald,

R P Johnson

State of South Carolina

Kershaw District S. C. W. Witherappon Magistrate in and for the State do hereby certify that Jane C Johnson, the wife of the within named R P Johnson did this day come personally before me, and upon being privately and separately examined by me declare that she does freely, voluntarily and without any compulsion dread or fear of any person, whomsoever, renounce release and forever relinquish to the within named William E Johnson all her right title interest and claim of dower to the lands within described and conveyed by R P Johnson to William E Johnson



for the purposes of the said Deed or Mortgage.

Dated this 13th day of February 1866

James H Johnson

J. H. Witherspoon

Magistrate

State of South Carolina

Kershaw District } J. H. Witherspoon Magistrate in and for the State do hereby certify that J. H. Johnson did this day come personally before me and acknowledge that he did sign and deliver the within, and to William E Johnson in the presence of the subscribing witnesses W. Jordan and T. S. McDonald for the purposes therein set forth and expressed.

Dated this 12th day of February 1866,

J. H. Witherspoon Magistrate.

The State of South Carolina

Kershaw District } J. William Kelyburn, Clerk of the Court of Common Pleas and General Sessions for Kershaw District in the State aforesaid do hereby certify that J. H. Witherspoon Esqr before whom the within affidavit was made (as appears by his name in his own hand writing attesting the same) was at the date then of a Magistrate for the District aforesaid, who had signed the roll kept in my office according to law.

In testimony whereof I have hereunto set my hand and seal of Office at Camden this 14th day of February Anno Domini 1866.

As Witness my hand }  
Annexed & cancelled }

W. Kelyburn  
C. C. P. G. S.

J. H. Luckett Wife }

Is } Deed

Mary A Luckett }

Filed for Record April 2, 1866, & Recorded April 3, 1866

The State of Mississippi

Madison County } This Instrument made

February 1st. 1861. by and between Patrick H Luckett and his wife Catharine E Luckett of the first part, and Mary A Luckett of the second part, all of the County and State aforesaid. Witnesses, that the said parties of the first part for and in consideration of the sum of Eight Hundred dollars to them in hand paid the receipt whereof is hereby acknowledged, have bargained sold and conveyed to the said party of the second part, the following described tract or parcel of land lying and being in said County to wit. The E 1/2 of S 1/2 of Sec 11 Township 10 Range

5 Cash containing 80 acres to have and to hold the above described land to the said party of the second part their heirs and assigns forever. And the said party of the first part for them selves their heirs and Executors hereby warrant and forever defend the title to said land to the said party of the second part their heirs and assigns against all persons whatsoever together with all the appurtenances thereon.

And testimony whereof the said party of the first part have hereunto set their hands and seals, the day and year above written  
 P H Luskitt  
 W E Luskitt

The State of Mississippi }  
 Madison County } Personally appeared before me E S Brand Clerk of the Probate Court of said County Patrick H Luskitt and Catharine E Luskitt who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their voluntary act and deed, and the said Catharine E Luskitt being examined by me privately and apart from her said husband acknowledged that she signed sealed and delivered the same as her free and voluntary act and deed without any fear threat or compulsion from her said husband.

Given under my hand and the seal of said Court at Office in the City of Canton this 2nd day of April A D 1866.

1st W S Revenue Stamps }  
 annexed & cancelled }

E S Brand

Edwin & Saml Vidan } Filed for Record April 4th 1866.  
 G. Z Deed } Recorded April 9th 1866.  
 Wmaly Cobb & Co }

This Indenture made and entered into this thirty first day of March in the year of our Lord Eighteen hundred and sixty six between Edwin Vidan and Samuel Vidan of the first part, and James Wmaly Erasmus S Cobb, and Kate L Barlow composing the firm Wmaly Cobb & Co. of the second part, witnesses, that the said party of the first part for and in consideration of the sum of five thousand dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted bargained and sold, and do by these presents grant bargain sell convey and confirm unto the said party of the second part their heirs and assigns the following lots or parcels of ground lying in the City of Canton Madison County State of Mississippi, except so much of said lots or parcels of ground as is herein after excepted, To Wit, Lot number four in square

Number five according to the original plat of said City of Canton.  
 Also a lot adjoining throughout the southern boundary thereof contain-  
 ing about one fourth of an acre, extending one hundred feet north  
 and south, and east and west, and the said two lots extending one  
 hundred feet on the street east and west, and three hundred feet north  
 and south, also the following described lot bounded and described  
 as follows to wit: beginning at the north west corner of Lot number  
 four above described running thence south four hundred feet to  
 Fulton Street, thence west with said Street one hundred feet to Hickory  
 Street as laid out by David Fulton, thence north with said Street four  
 hundred feet to Peace Street, thence East with said Peace Street one  
 hundred feet to the beginning: excepting so much of said lots or parcels  
 of ground above described as was conveyed by Francis A. Effinger  
 and wife to J. J. Fallors by deed bearing date October 27th 1863 and  
 recorded in Deed Book P, page 421, in the Office of the Clerk of  
 the Probate Court of said County of Madison, and in said deed  
 described as follows: A Lot of ground formerly occupied by A. D. Barlow  
 situated lying and being in the City of Canton, County of said  
 fronting one hundred feet on Peace Street and running back to lot  
 of Harrington, and immediately East of the "Dixie Works".

To Have and to hold the above described lots or parcels of ground with  
 the exception aforesaid, together with all the privileges and appurtenan-  
 ces thereto belonging or in any wise appertaining, unto them  
 the said party of the second part, their heirs and assigns forever;  
 And the said party of the first part for themselves, their heirs, suc-  
 cessors and administrators covenant and agree to and with the  
 said party of the second part that they and each of them will warrant  
 and defend the title to the above described lots and premises, with the  
 exception aforesaid, unto them the said party of the second part  
 their heirs and assigns forever.

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

Edwin Vidan (Seal)  
 Samuel Vidan (Seal)

The State of Mississippi }  
 Madison County } Personally appeared before me William S. Bailey Mayor  
 of the City of Canton and Ex-officio a Justice of the Peace in and for said County  
 Edwin Vidan and Samuel Vidan, the Grantors in the foregoing deed who  
 acknowledged that they signed sealed and delivered said foregoing deed  
 as their own act and deed, for the purposes therein mentioned.

Given under my hand & seal this second day of April AD 1866.  
 W. S. Bailey Mayor (Seal)  
 & J. P. etc.

W. S. Bailey  
 Mayor  
 & J. P. etc.