

Francis B Pratt } Filed for Record April 4th 1866,
 & J Deed of Trust } Recorded April 11th 1866,
 Guston A Horn } 3

This Indenture made this 29th day of March 1866 Between Francis B Pratt of the first part, and Summington W Tucker of the second part, and Guston A Horn of the third part all of said parties being of the County of Madison and State of Mississippi, Witnesseth, That whereas said party of the first is indebted to said party of the third part in the sum of four thousand two hundred and eighty five and 1/100 dollars (\$4285.72) evidenced by his promissory note of even date herewith for said sum of money, payable to the said P. A. Horn or order on the 14th day of February 1867, with interest from date at the rate of 8 per cent per annum until paid, both principal and interest to be paid in gold, it being the last payment on the plantation situated in said County, this day conveyed by said Horn to said Pratt,

And the said party of the first part being desirous to secure the prompt payment of said indebtedness at its maturity,

Now 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 party of the second part, the receipt whereof is hereby acknowledged, has granted bargained, sold, released, conveyed & confirmed, and by these presents, does grant, bargain sell release convey and confirm unto said party of the second part, his heirs and assigns forever, all the following described land situated in said County of Madison, and particularly described as follows.

All of section twenty five, the south half of section twenty four, and ninety three and one third acres off of the south end, of the north west quarter of section twenty four, and six and two third acres off of the south end of the west half of the north east quarter of section twenty four, both of said fractions being laid off by an East and West line. All the above land being in Township Eight, of Range one East, Also the west half of the south west quarter, and the west half of the north west quarter of section thirty, of Township Eight, of Range two East, containing twelve hundred and twenty acres of land. It being the same land this day conveyed by said Horn to said Pratt,

To Have and to Hold the above described lands with all their improvements, to the only proper use benefit and behoof of them the said party of the second part, his heirs and assigns forever, And the said party of the first part for him self, his heirs, Executors and Administrators, covenants

with said party of the second part, his heirs and assigns that he is lawfully seized and possessed of said land, and will forever warrant and defend the title to the same, against the claim or claims of all persons whatsoever.

In Trust nevertheless, and for the following use intent and purpose and none other. To Wit. Should said party of the first part fail to pay and satisfy said note at maturity, then it shall be the duty of said party of the second part, at the request of said party of the third part, after giving forty days notice of the time and place of sale, in some newspaper published in Canton Mississippi, to proceed to sell at Public Auction, in said town of Canton, for cash in hand, to the highest bidder, all the above described land and property, or a sufficiency thereof to satisfy the debt and interest and the cost of executing this trust; and the proceeds of the 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 party of the first part.

But should said party of the first part, well and truly pay said note 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.

Francis Pratt *[Signature]*
P W Tucker *[Signature]*

The State of Mississippi
Madison County } Personally appeared before me Francis
P Pratt and P W Tucker the parties of the first and second
parts in the foregoing and who acknowledged that they signed
and delivered the same as their act and deed respectively for
the purposes therein mentioned.

Given under my hand and seal this third day of April 1866.

W S Bailey Mayor
of the City of Canton *[Signature]*
and is Officer a Justice of the
Peace for said County *[Signature]*

4th U S Revenue Stamps
Annexed & cancelled

My W. V. Lawson Exr } Filed for Record April 4th 1866.
 To Deed } Recorded April 11th 1866
 Couch A L & J W Gearyain }

This Deed of conveyance made this 12th day of March 1866. between Mary V Lawson, Executrix of the last will and testament of H H Lawson deceased, of the one part, and A L Couch and John W Gearyain of the other part, all of the County of Madison and State of Mississippi, Witnesseth, that whereas at a term of the Probate Court, begun and held in and for said County, at the Court House thereof, on the second Monday of January in the year 1866, it was among other things ordered and decreed, that the said party of the first part should sell for cash, that certain lot or parcel of land lying and being in the County of Madison & State of Mississippi, upon which is situated the residence occupied by said testator at the of his death, and known and designated as follows to wit, Lots three and four in Square Number eleven, and four very adjoining in the City of Canton. And whereas in pursuance of said aforesaid order of the Court aforesaid, the said party of the first part did regularly give notice of the time place and terms of sale in a Newspaper published in the City of Canton, in said County and State, called the "American Citizen" for four weeks successively, and by posting copies of such notice four weeks before said sale at the following public places in said County, Namely, one copy thereof at the door of the Court House, one in the Town of Sharon, and one in the Town of Vernon, all in said County. And in accordance with said notice, the said party of the first part did on the day and year first in these presents written, before the Court House door in the City of Canton, County and State aforesaid, between the hours prescribed by Law, offer said lot or parcel of land with the appurtenances for sale, to the highest bidder for cash, and the said A L Couch and John W Gearyain, said parties of the second part, then and there bid for the same, the sum of nine thousand dollars, which being the highest and best bid therefor, the said premises with all the appurtenances were struck off to them.

Now this Indenture witnesseth, that in consideration of the premises, and of the said sum of nine thousand dollars to the said party of the first part, by the said parties of the second part in hand paid, the receipt whereof is hereby acknowledged, the said party of the first part has this day, bargained sold aliened and conveyed, and by these presents, does bargain sell alien and convey unto the said parties of the second part, their heirs and assigns forever, the above described tract or parcel of land, together with all and

Singular the tenements and appurtenances therunto belonging or in any wise appertaining, and all the estate, right and title whatever of him, the said W. V. Lawson deceased, his heirs, executors or administrators, of in and to the same. To Have and to hold, the above described premises unto them the said parties of the second part, their heirs and assigns forever, as fully and effectually to all intents and purposes in the law, as the, the said party of the first part might or ought to sell and convey the same by virtue of the said decretal order of the Court aforesaid.

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

W. V. Lawson Ex^{or} 

State of Mississippi }
Madison County }

Personally appeared before me E. D. Ward Clerk of the Probate Court, in and for said County & State, W. V. Lawson Executrix of the last will and Testament, who acknowledged that she signed sealed and delivered the within and foregoing instrument, as her own act and deed on the day and year therein stated and for the purposes therein mentioned.

Given under my hand and the seal of said Court this 14th day of March A. D. 1866.

E. D. Ward Clerk.

79th U.S. Revenue Stamps
Unused & Cancelled

W. V. Lawson } Filed for Record April 4th 1866
Ex^{or} Deed } Recorded April 12th 1866.
A. L. Couch & J. W. Yeargan }

This Deed of conveyance made and entered into this 12th day of March A. D. 1866, by and between Mary V. Lawson of the first part, and A. L. Couch and John W. Yeargan of the second part, all of the County of Madison, State of Mississippi.

Witnesseth, that the party of the first part, for and in consideration of the sum of Twenty five hundred dollars, then paid, the receipt whereof is hereby acknowledged, hath this day bargained sold aliened and conveyed, and by these presents with bargain sell alien and convey unto the parties of the second part, the following lands lying and being in said County and State, and known and designated as follows, Viz. $\frac{1}{2}$ of $\frac{1}{2}$ of $\frac{1}{2}$ of A. E. $\frac{1}{4}$ of 2 $\frac{1}{2}$ acres Section 24, T. 9, R. 2 E and $\frac{1}{2}$ of 56 acres off the South end of E $\frac{1}{2}$ of E $\frac{1}{4}$ Section 13, Township 9, Range 2 E, less five acres more or less off the South end of said track or parcel of land, and containing

by estimation thirty seven and one half acres, be the same more or less, it being a part of the land purchased by said party of the first part from St. J. Sumner & wife on the 31st day of March 1860, and to which the said Sumner & wife executed their deed to the said party of the first part, dated on said 31st March 1860 and recorded in the Probate Clerk's Office, in said County of Madison, in Books of Deeds Pages 276 & 277. To Have and to Hold the above described tract, or parcel of land, together with all the improvements and appurtenances therunto belonging, to the said parties of the second part, their heirs and assigns forever.

And the said party of the first part, hereby warrants the title to the above described tract or parcel of land in fee simple, unto the parties of the second part their heirs and assigns forever against all persons whatsoever claiming or to claim the same.

In testimony whereof the said party of the first part, hereunto sets his hand & seal the day and year first above mentioned.

M. J. Lawson

The State of Mississippi }
Madison County }

Personally appeared before me John S. Bailey Mayor of the City of Canton and Ex. Officer a Justice of the Peace in and for said County and State, Mary J. Lawson who acknowledged the signed sealed and delivered the above and foregoing deed on the day and year therein mentioned as his act & deed & for the purposes therein mentioned.

Given under my hand and seal this 12th day of March A.D. 1866,
John S. Bailey
and J. P.

72⁵ U.S. Revenue Stamps
Annexed & cancelled

A. J. Averill et al } Filed for Record April 5th 1866.
Trustees of } Record April 12th 1866.
John T. Cameron }

The State of Mississippi }
Madison County }

This Indenture made and entered into this 9th day of March A.D. 1866, between John Prescott Averill and Joseph McLellan of the first part of the County and State aforesaid, and D. D. England of New York, James Fenner of the second part, and John T. Cameron of the County & State aforesaid of the third part, Witnesseth, that whereas the parties of the first part are indebted to the party of the second part, in the sum of five thousand five hundred dollars by promissory note, bearing

own date with these presents, bearing interest at 10 per cent per annum from the date, and due and payable on the 2nd day of January next, And being desirous to secure the payment of said sum and the interest thereon to the said party of the second part. Know therefore in consideration of the premises, and also of one dollar in hand paid

Know all men by these presents, that the said party of the first part, hath granted, bargained, sold, released and conveyed and by these presents doth grant bargain sell release and convey to the said party of the third part, his heirs and assigns, all that plantation and tract of land, lying and being in the said County of Madison and State first aforesaid, being the place occupied by Dr J. M. Davis as his residence, and known and described Viz. 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 of section thirty, North West quarter section Twenty nine, North East quarter section thirty two, Township Eight Range three East, up 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, Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining, To Have and to Hold all and singular the premises aforesaid, with the appurtenances to the said party of ^{the} third part his heirs and assigns,

In trust (nevertheless, and on the terms and conditions, and for the uses and purposes hereinafter expressed, that is to say. To permit the party of the first part to occupy and enjoy the aforesaid premises with the appurtenances until default shall be made in the payment of the said sum of money and interest thereon, and that if the said party of the first part, his heirs executors administrators or assigns shall fail to pay the said sum of money, and the interest as aforesaid to the said party of the second part his executors, administrators or assigns at the time the same shall become due according to the tenor and effect of said note, that then and in such case it shall be lawful and be the duty of the said party of the third part, at the request of the said party of the second part his executors, administrators or legal assignee, to advertise the said premises for public sale, in some public Gazette published in said County, once in each week for three successive weeks, specifying the time place and terms of sale, and shall afterwards, and not less than thirty days, from the time of default made, proceed to sell the premises aforesaid, with the appurtenances

at Canton in the said County, and before the Court House Door on some public Sale day, and within the legal hours, at public Auction, to the highest bidder for cash. And on the receipt of the money so bid it shall be the duty of the said party of the third part, and he is hereby fully empowered, by the said party of the first part to execute a deed of release and conveyance, releasing and conveying all the right title claim and interest of the said party of the first part in the premises aforesaid and their appurtenances, to the purchaser thereof at the sale so made as aforesaid his heirs and assigns. And it is agreed and understood, by and between the parties aforesaid, that the proceeds of such sale, after first paying thereout all the reasonable and necessary expenses of said sale, shall be appropriated by the said party of the third part, to the payment and satisfaction of the said sum of money and interest thereon which may at that time be due and owing on the said promissory note, in whosever hands it may lawfully and legally be. And if after such payment any surplus should remain, that the same shall be paid to the said party of the first part his heirs, Executors, Administrators or assigns.

And it is furthermore agreed by and between the said parties, that in case the said party of the third part, should die, resign, remove beyond the State, or refuse to act, that on application by the party of the second part, his Executors, Admins or assigns, to the Probate Judge for the time being of Madison County, said Judge may by writing under his hand and seal, designate some suitable person to act as Trustee in the premises, and such person so approved and substituted shall have all the rights and powers, and be subject to all the duties and responsibilities hereon before expressed, attaching to the said party of the third part.

In witness whereof the said parties have hereunto set their hands and affixed their seals, the party of the third part, thereby signifying his acceptance of the trusts herein before recited.

75th U.S. Revenue Stamp
Annexed & cancelled

Joseph McEllan
J. P. Howell
John T. Cameron
B. P. Hagland
By A. P. Hill

The State of Mississippi
Madison County, Personal before me Clerk of the Probate Court of said County, came the aforesaid and within named J. P. Howell, Joseph McEllan & B. P. Hagland by A. P. Hill his Atty, and John T. Cameron who acknowledged that they signed sealed & delivered the foregoing as their act & deed, on the day & year therein therein named.
Given under my hand & seal of said Court, this 7th March 1866.
E. S. Ward

Nancy M Minter } Filed for record April 9th 1866,
To } Deeds } Recorded April 12th 1866,
John F Sharpe }

The State of Mississippi }
Madison County } Know all men by these

present, that I Nancy M Minter of said County, for and in consideration of the sum of six hundred and fifty dollars to me in hand paid by John F Sharpe, the receipt whereof is hereby acknowledged, do hereby grant bargain sell and convey unto the said John F Sharpe of said County, the following lands lying and situated in said County, Viz, The W 1/2 of the S 1/4 of Sec 6, T 10, R 3 East, Also lot No 8, Sec 1, Town 10, R 2 East.

To Have and to Hold the said lands, together with the tenements and hereditaments therunto belonging, unto to him the said John F Sharpe his heirs and assigns, for their own use and benefit during the term of the natural life of said Nancy M Minter, and thereafter to hold and possess one half interest in said lands, tenements & hereditaments in fee simple

And the said Nancy M Minter, her heirs and assigns, warrant and defend the fee simple title to one half interest in said lands and the title to the life time interest in said lands as above conveyed unto to him the said Sharpe, his heirs and assigns.

In witness whereof I hereunto set my hand and seal the 9th day of April 1866
Nancy M Minter

The State of Mississippi }
Madison County } Before me Thomas L Heath a member of the Board of Police of said County, personally appeared the above named Nancy M Minter, who acknowledged she signed sealed and delivered the foregoing and, on the day and year therein mentioned, as her act and deed,

In witness whereof I hereunto set my hand and seal the 9th day of April 1866,
Thomas L Heath
Member Board Police,

1st U S Revenue Stamp }
Annul & cancelled }

Margaret McKie } Filed for record April 10th 1866.
By } Relinquishment done } Recorded April 12th 1866,
Louise K Wiermaller }

The State of Mississippi }
Madison County } This Deed of Relinquishment
Witnesseth, that for and in consideration of the sum of one thousand dollars

paid by the said Louisa P Sherman, the said Margaret McKie, wife of M J McKie, doth hereby release relinquish and convey and quit claim, to the said Louisa P Sherman, all her thirds or right of dower in and to the lot or parcel of land, in the City of Canton, conveyed by M J McKie to J P Sherman on the 1st day of January A D 1861 and recorded in Book P pages 489 & 490, and the recitals of said Deed are herewith referred to and adopted. To Have and to hold all the right title and interest, present or prospective, in and to the same, to the said party of the second part, Louisa P Sherman, her heirs and assigns, free from the claim of the said Margaret McKie or any one claiming through her.

Given under my hand and seal this 10th day of April A D 1866,
 Margaret McKie

The State of Mississippi }
 Madison County } Personally appeared before the undersigned
 Mayor of the City of Canton and ex officio Justice of the Peace for said
 County, Margaret McKie, who on a private examination separate
 and apart from her husband, duly sworn and pledged that she
 signed sealed and delivered the foregoing relinquishment of
 Dower as her own act and deed, fully, without any fear, threats
 or Compulsion of her husband,

Given under my hand and seal this 10th day of April A D 1866,
 W J P Bailey
 Mayor & J P

11th W B Stamps
 Am up & cancelled

P. M. Davis & Wife } Filed for Record April 10th 1866,
 His Deed } Recorded April 12th 1866,
 Hugh S Leggett & Sallie McHouse }

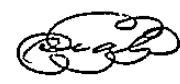

The State of Mississippi }
 Madison County }

This Bond was

Made and entered into this 9th day of April A D 1866, between P M Davis and Maria M Davis his wife, parties of the first part and Hugh S Leggett and Sallie McHouse the wife of George McHouse parties of the second part, all of the County of Madison and State of Mississippi; Witnesses, That whereas the parties of the first part are indebted in open account to the parties of the second part in the sum of two ~~thousand~~ thousand and eight dollars and fifty cents, and in consideration of the relinquishment and discharge of two thousand and eight dollars and fifty cents of said amount in said open

account, the parties of the first part have agreed to convey the property hereinafter conveyed. Therefore in consideration of the premises and the said two thousand and eight dollars and fifty cents, hereinafore recited, the said parties of the first part, have bargained sold granted aliened and conveyed, and by these presents do bargain sell alien and convey, unto the said parties of the second part, the following described tracts and parcels of land, lying and being in the County of Madison, State of Mississippi Viz, an undivided half interest in eight acres off a 35 acre tract off the north end of the west half of the north east quarter, (the eight acres to be a strip on the west side of said thirty five acres) in Section 30, Township 9, Range three East & East half of North west quarter Section 30, Township 9, Range 3 East containing in all Eighty eight acres more or less, with all the appurtenances thereto belonging. It being the same land conveyed by O. L. Sanders & wife to W. M. Davis & Hugh S. Leggett, on the 14th December 1859, and recorded in Book P, page 223 of the Records of the Probate Clerks Office of Madison County, Mississippi.

To Have and to hold the above undivided one half interest in the above granted premises, to the said parties of the second part, their heirs and assigns forever, and the said parties of the first part, do hereby covenant, that they will forever warrant and defend the title to the above granted premises, against the claim of any and all persons whatsoever.

Given under our hands & seals, this 9th day of April A. D. 1866.
 W. M. Davis 
 W. M. Davis 

The State of Mississippi }
 Madison County } Personally appeared before the undersigned the within named W. M. Davis and Maria M. Davis, who severally acknowledged that they signed sealed and delivered the foregoing Deed, on the day and year, and for the purposes therein mentioned, and the said Maria M. Davis, in 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 her own voluntary act and deed, freely and voluntarily, without any fears threats or compulsion of her said husband.

Given under my hand and Seal of said Court, this 10th day of April A. D. 1866.
 E. S. Davis Clerk.

29
 \$2.50 W. S. Thomas Stamps
 Annisted & H. cancelled

A. L. Couch & Wife }
John W. Yeargain }
Ex. Deed }
Mrs. M. V. Lawson }

Filed for Record & Recorded April 12th 1866

The State of Mississippi }
Madison County }

This Indenture

Made and entered into this 5th day of April A. D. 1866 between A. L. Couch and E. E. Couch his wife, and John W. Yeargain, parties of the first part and Mrs. M. V. Lawson, party of the second part, all of the County and State first above mentioned: Witnesses,

That for and in consideration of the sum of six thousand dollars, cash in hand paid to the parties of the first part, by the party of the second part, the receipt of which is hereby acknowledged, have bargained sold aliened and conveyed, and quit claimed, and by these presents, do bargain, sell, alien, convey and quit claim to the party of the second part the following lands, lying and being in the City of Canton, County of Madison, State of Mississippi, more or less and designated as follows, Beginning at the corner of Liberty and Academy Street in said City of Canton, on the west side of said Liberty Street, running thence west along the South Side of said Academy Street, two hundred and twelve feet, thence South one hundred feet, thence West one hundred and eighty eight feet, thence South on the East side of Union Street two hundred feet to the north west corner of Plumber & Gould's Lot; thence East four hundred feet to Liberty Street, thence north three hundred feet to the beginning, being a Lot conveyed by J. M. Hill & wife to L. V. Hood, and by said Hood to Mrs. S. C. Ross and by the said S. C. Ross, conveyed by Deed of 1st November 1865 to the parties of the first part.

To Have and to Hold, all and singular the above conveyed premises with the appurtenances, to her, the said party of the second part, her heirs and assigns forever, free from any claim or demand of the parties of the second part, or any one claiming through them. It being the purpose of this deed to convey, only the interest of the parties of the first part, and without any warranty whatever, and solely as a quit claim Deed.

Given under our hands, seals the day and year first above written.

A. L. Couch
John W. Yeargain
Emma E. Couch

This deed was recorded at the request of the grantors without the knowledge or consent of the grantees and has been rejected by her in no effect

Edmond Clerk

State of Mississippi }
 Madison County } Personally appeared before me E. D. Ward Clerk of
 The Probate Court in and for said County, A. L. Couch and Emma E. Couch
 his wife, and John W. Geargain, 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 Emma
 E. Couch, upon a private examination, separate and apart from her
 husband, acknowledged that she signed sealed and delivered the same
 on the day and year therein expressed, 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 Court at Office
 in the City of Canton this twelfth day of April A.D. 1866.

U.S. Revenue Stamps }
 Annexed & cancelled }

E. D. Ward Clerk.

Preston A. Horn } Filed for Record April 14th 1866
 Co. 3 Deed } Recorded April 16th 1866.
 Francis B. Pratt }

This Indenture made this 29th day of March
 A.D. 1866, between Preston A. Horn of the County of Madison and
 State of Mississippi, of the first part, and Francis B. Pratt of the County
 and State aforesaid of the second part. Witnesses,

That said party of the first part for and in consideration of the
 sum of Twenty thousand dollars in National Currency paid
 and secured to be paid him the said party of the second part,
 the receipt of which money and security is hereby acknowledged
 Has granted, bargained, sold, released conveyed and confirmed
 and do hereby grant bargain, sell release convey and confirm to the
 said Francis B. Pratt, and to his heirs and assigns forever, all the
 following described land and personal property, situated in
 said County of Madison, and more particularly designated
 and described as follows, Viz,

All of section Twenty five (25)
 the south half of section Twenty four (24), and ninety three and
 one third acres off of the south end of the north west quarter
 of section Twenty four (24), and six and two third acres off of the
 south end of the west half of the North East quarter of section
 Twenty four, both of said fractions being laid off by an East
 and West line, all the above lands being in Township Eighth (8)
 of Range one (1) East, also the west half of the North West
 quarter, and the west half of the South West quarter of section
 thirty (30) of Township Eighth (8) of Range two (2) East containing

Two hundred and twenty acres of land. Also all of the personal property of every description that was on said plantation on the 14th day of February last, except the mules, horses and household and kitchen furniture, and such other articles of personal property as were specially excepted in the contract of sale.

To Have and to hold all the above described lands with the buildings and improvements thereon, and the personal property above mentioned, to the only proper use, benefit and behoof of him the said Francis B Pratt, his heirs and assigns forever.

And the said P A Horn for himself his heirs, executors and administrators covenants with said Francis B Pratt, his heirs and assigns, that he is lawfully seized and possessed of said lands and other property, and that they are free from all and every incumbrance whatever, and that he will forever warrant and defend the title to the same, against the claim or claims of all persons whatsoever.

In witness whereof, said party of the first part has hereunto set his hand and affixed his seal, this day and date first above written.

P A Horn (Seal)

State of Mississippi }
Madison County }

Personally appeared before the undersigned a Justice of the Peace, in and for said County, the within named P A Horn, who acknowledged that he signed, sealed and delivered the within Deed on the day and year therein mentioned as his own act and Deed.

Given under my hand and seal this the 30th day of March A D 1866.

J E Andrews (Seal)
Jrb Police Dist. Madison Co.

\$20.00 U S Revenue Stamps
Annexed & Cancelled

Francis B Pratt }
Co } Deeds }
John D E Jones et al }

Filed for Record April 14th 1866
Recorded April 16th 1866

This Indenture made this 29th day of March A D 1866, between Francis B Pratt of Madison County State of Mississippi of the first part, and John D E Jones Nathaniel Jay and Frederick A Billings junior of the State of Massachusetts, and Lucius B Smith of said County of

Madison of the second part Witnesses.
 That said party of the first part, for and in consideration of eight thousand dollars to him in hand paid by said Jones Gay Billings and Smith, the receipt whereof is hereby acknowledged has granted bargained, sold, released, conveyed and confirmed, and by these presents does grant, bargain, sell, release, convey, and confirm to the said parties of the second part, their heirs and assigns forever the following described real estate, to wit:

Four undivided fifths of all that certain real estate situated in said County of Madison as was this day convey to said Pratt by Preston A Horn by his deed of deed of same date with these presents, reference to said deed being made for a full description of the premises. Said property is subject to a deed of trust made this day by said Pratt to Pennington T Tucker, to secure the payment of a promissory note made by said Pratt for the sum of four thousand two hundred and eighty five 7/100 dollars payable in gold to the order of P A Horn. The said parties of the second part severally and jointly assume the payments of four fifths of said note as their individual debts, it being part of the consideration, and one of the conditions of this conveyance.

To Have and to Hold the above granted property, 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 Pratt for himself his heirs Administrators and executors, covenants with the said parties of the second part, their heirs and assigns, that he is lawfully seized and possessed of said property, and that they are free from all and every incumbrance created by him, except as above mentioned, and that he will forever warrant and defend the same against the claims of all persons claiming by through or under him, and none others.

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

Francis B Pratt

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

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

U.S. Revenue Stamps Annulled & Cancelled

Benj. F. Pophmore } Filed for Records April 16th 1866.
 Ellen R. Pophmore } Recorded April 17th 1866.
 Co. J. Deed }

Jackson Mann } This Indenture made and entered into this the twenty first
 day of February one thousand eight hundred and sixty, between Benj. F.
 Pophmore and Ellen R. Pophmore his wife of the first part and Jackson
 Mann of the second part, all of the County's of Hinds and Madison
 State of Mississippi. Witnesseth, That said parties of the first part for and
 in consideration of the sum of Five thousand five hundred dollars to them
 in hand paid by the party of the second part before the sealing and deliv-
 ery of these presents, the receipt whereof is hereby acknowledged, hath
 granted bargained and sold, and by these presents doth grant bargain
 and sell convey and confirm unto the said party of the second part
 his heirs and assigns forever, a certain tract or parcel of land, situate
 lying and being in the County of Madison and State aforesaid, described
 as follows, To Wit, A 1/2 of the E 1/2 of the S E 1/4, Section 36, T 10, R 1 E, N E 1/4
 Section 36, T 10, R 1 E, E 1/2 of the N 1/4 Section 36, T 10, R 1 E and the 1/2
 of the S 1/4 Section 25 T 10, R 1 E, containing in all Three thousand and
 sixty Acres more or less. To Have and to Hold

the above described and hereby granted tract or parcel of land, with all the
 appurtenances unto said party of the second part, his heirs executors
 administrators or assigns forever. And the parties of the first part for
 themselves their heirs executors administrators and assigns, hereby
 covenant to warrant and defend the title to said premises with their
 appurtenances unto said party of the second part his heirs executors
 administrators or assigns, from and against the claims or claims legal
 or equitable of all and every person or persons whomsoever claiming
 or to claim said premises or any part thereof forever.

In testimony whereof the parties of the first part, hath hereunto set their
 hands and affixed their seals, on the day and year first above written,
 Benj. F. Pophmore
 Ellen R. Pophmore

State of Mississippi } Personally appeared before the undersigned an acting Justice
 Hinds County } of the Peace in and for said County Benj. F. Pophmore and his
 wife, Ellen R. Pophmore, who acknowledged that they severally signed, sealed and
 delivered the foregoing deed, on the day and year therein expressed, and for the
 purposes therein specified as their proper act and deed, The said Ellen R. Pophmore
 having been examined first by me separate and apart from her said husband
 acknowledged and declared that she signed sealed and delivered the same freely and
 voluntarily without any threats fears or compulsion or coercion on the part of her said
 husband or others, In testimony whereof I have hereunto set my hand and official
 seal in the town of Clinton Hinds County Miss on the 14 day of April.

Eighteen hundred and sixty six.

75th U.S. Revenue Stamps.

Annexed & Cancelled

Thos H. Clark *Clk*
 Justice of the Peace.

James Brown

To Deed in Trust

Eliza Goetz

Received for Record and Recorded April 23, 1866.

This Indenture, made this 28th day of March 1866 between James Brown of the County of Madison and State of Mississippi of the first part and So Bell and Thomas Jewell of the County of Hinds and State of Mississippi parties of the second part, and Eliza Goetz of Alexandria and State of Virginia party of the third part Witnesseth,

That whereas, said party of the first are indebted to said party of the third part in the sum of Ten thousand pounds of middling Cotton evidenced by a certain written obligation bearing even date with these presents, to deliver in the City of New Orleans, La. free of all charges and expenses to Eliza Goetz or to such person as she or her agent, W. J. Withers may direct ten thousand pounds of middling Cotton on or before the 1st day of December next, or in default to pay to said Eliza Goetz for the same at quotations for middling cotton published in the Price Current in New Orleans on the first day of December next.

And the said party of the first part, being desirous to secure the prompt payment of said indebtedness at its maturity.

Now 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 Washington and State of Mississippi, and more particularly designated and described as follows to wit. South west part of Lots two, three, four seven and eight in Section Seven Lots five and six of seven, All of section twenty-nine, East half of Section thirty, South east quarter of Section nineteen, South half of Section twenty. All in Township nineteen Range five west, containing sixteen hundred and ninety five acres, more or less.

To have and to hold the above described lands, with all their improvements, 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 none other 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 lawfully 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 Mississippi, 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 then left shall be paid over to said party of the first part.

But should said part of the first part will 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 Brown

The State of Mississippi

Hinds County } Personally appeared before me the undersigned a justice of the peace in and for said County, the within named James Brown, who acknowledged that he signed, sealed and delivered the foregoing deed in trust on the day and year therein mentioned as his act and deed.

Given under my hand and seal this 28th day of March 1866.
J. J. Division
Stamp Annexed & cancelled

George Dobson
Justice of Peace

J. F. Woodman }
J. J. Deed }
E. H. Lombard }

Filed for Record and recorded April 31, 1866.

The State of Mississippi
Rankin County

Know all men by these presents that I Jerry F. Woodman of said State in consideration

of one hundred dollars to me paid by E. H. Lombard Trustee as herein after stated the receipt whereof is hereby acknowledged have bargained sold & conveyed to said Lombard the following lands in Madison County in said State to wit. The plantation known as the O. L. Saunders plantation conveyed to said Woodman by said Saunders August 9th 1815 & which deed was recorded November 15th 1815 & for a more particular description reference is had to said deed from Saunders to said Woodman. Also all the interest the said Woodman has in the plantation known as Balfour plantation & now occupied by E. W. Woodman and also all the right title & interest that said E. W. Woodman has in and to the John Brown plantation so called in said County. Also twelve mules & eight yoke of oxen & all the gearing for said mules & oxen including raggons harness-ploughs &c. also thirteen horses & colts & seventy five head of neat or horned cattle - one hundred & seventy five sheep & two hundred hogs upon the O. L. Saunders plantation - also thirty mules upon the John Brown plantation - also about seventy five hogs & fifteen head of neat or horned cattle & all the raggons plows & horse gear upon said John Brown plantation together with the growing crops upon said plantations. Also twenty mules & horses - two raggons & all the gear plows - & fifty sheep upon the Balfour plantation - also all the interest which the said Woodman has in the bottom now in controversy between him & D. M. Fulton & which is now being gained - some of which is now leased.

In trust nevertheless for the following purposes to wit. to pay said Woodman's draft upon E. W. Woodman payable to Jacob Parker & accepted by E. W. Woodman for seventeen thousand dollars & now due - also said Woodman's draft upon E. W. Woodman for fifteen thousand dollars payable to & endorsed by the said E. W. Woodman dated December 10th 1815.

Also note made by said E. W. Woodman to Messrs. Aiken & Quincy of New Orleans dated April 22nd 1816, & due October 26th 1816, for twenty three thousand dollars also for ten thousand dollars due Wheelock Fenley &c as per their account stated.

Now therefore if the said Woodman shall will and truly pay & discharge all of the aforesaid liabilities against him - then this deed of Trust is to be void - but if he should fail to pay said debts or any one of them when called upon to pay the same and written request being made to said Lombard by any one of the holders of any of the said claims - the said Lombard shall proceed to sell said property or so much thereof as will satisfy all of the unpaid aforesaid claims at the Court House door in said County of Madison within the time prescribed for Sheriff's Sales.

First giving three months notice by advertisement in some newspaper published in Jackson Mississippi of the time and place of each sale & which sale shall be at public auction & for cash, and from the proceeds of each sale the said Lombard shall first deduct the expense of executing this trust

and in the next place shall pay pro rata upon such of said claims as may remain unpaid, and then if anything remains in his hands shall pay such remainder over to said Woodman upon demand.

In witness whereof I have hereunto set my hand and seal this twenty fifth day of April A.D. 1866.

George F. Woodman

I accept the above trust.

E. H. Lombard

State of Mississippi }
County of Hinds. } Personally appeared G. F. Woodman to me well known and acknowledged the above to be by him signed and to be his free act & deed.

April 24/66.
\$30⁰⁰ W. S. Roman Stamps.
Unrecorded & Cancelled

George Dobson, Justice of the Peace.

L. M. Diggitts }
45 Deed } Filed for Record and Recorded April 30th 1866.
John Robinson }

This indenture made and entered into, between Lewis M. Diggitts of the first part, and John Robinson of the second part, both of the County of Madison, and State of Mississippi, Mississippi.

That the said party of the first part for and in consideration of the love and affection, which he bears for the said John Robinson, his son-in-law, of the second part and in further consideration of the sum of one dollar, the receipt whereof is hereby acknowledged has bargained and sold, and by these presents doth sell, bargain and convey unto the said John Robinson his heirs and assigns forever the following tract of land known as the Leonard tract, and described as follows, Lots 1, 2 & 3 Section 20, Township 9, Range 1 West, containing 247 acres, also another lot No 4, Section 20, Township 9, Range 1 West lying and being in the County of Yazoo, just across the Big Black river, containing fifty three (53) acres, and seventy five hundredths of an acre, also, one other tract, or parcel of land, lying and being in Madison County, adjoining the Leonard tract, purchased of Walter Kearney & wife, and described as follows, The West half of the North West Quarter of Section (21) Township (9) Range (1) West, containing eighty (80) acres, to have and to hold the above bargained premises, unto the said John Robinson his heirs & assigns forever, and the said Lewis Diggitts does hereby warrant and defend the title to the said lands, unto the said John Robinson, his heirs & assigns forever. In testimony whereof the said L. M. Diggitts has hereunto set his hand and seal this 13th day of January 1866.

Test
Robt E Anderson
J J Nicholson.

Lewis M. Giggitts

The State of Mississippi

Madison County } Personally appeared before me E D
Grand Clerk of the Probate Court of said County Robert E Anderson one of
the subscribing witnesses to the foregoing deed, who being duly sworn
deposed and said that he saw the witness named L M Giggitts whose
name is subscribed thereto sign seal and deliver the same, that he this
deponent subscribed his name as a witness thereto in the presence of the
said L M Giggitts and that he saw the other subscribing witness J J
Nicholson sign the same in the presence of the said L M Giggitts
and that the witnesses signed in the presence of each other on the day
and year therein named.

Witnesses & Subscribed before me
this 19th day of March A D 1866.

R E Anderson

E D Grand Clk

\$3.50 U S Revenue Stamp
Answered Canceled

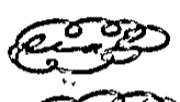
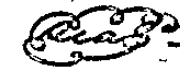
John Sutherland & Wife } Filed for Record April 21, 1866.
J J Deed } Recorded May 3rd 1866.
Edwin Hamblett }

The State of Mississippi

Madison County } This Indenture made and entered
into this twenty sixth day of February, in the year of Our Lord one thousand eight
hundred and sixty six, between John Sutherland and Mary A Sutherland his
wife of the first part and Edwin Hamblett of the second part, all of the State of
County of said, Witnesseth, that for and in consideration of the sum of five
hundred dollars to them in hand paid, the receipt whereof is hereby acknowl-
edged by the party of the first part; They do by these presents grant bargain
sell alien enfranchise and confirm unto the party of the second part
and to his heirs and assigns forever, a certain tract or parcel of land situated
and laying in the State of Mississippi and Madison County and known and disig-
nated as follows (To Wit) Beginning on the Section Corner of Sections twenty one
and twenty two, and twenty seven and twenty eight, thence running with the
section line due South to the main road leading from Camden to Canton
thence with the road to where it and the Way Bluff road forks, thence from
the forks of said roads to the South East Corner Simon Holliday's land
thence due north to the Section line between Sections twenty one and twenty
eight, thence due east with said Section line to the beginning, containing
one hundred and thirty acres, be the same more or less, It being a part of

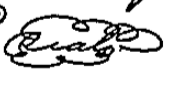
the North East Quarter of Section twenty eight, Township number shown Range four east, together with all the right title interest property claims and demands whatever in and to, or out of the same, to have and to hold the said Tract or parcel of land in seign and every part and parcel thereof with their appurtenances unto the said party of the second part his heirs and assigns forever, and the aforesaid party of the first part doth by these presents agree to and bind themselves their heirs executors & administrators to warrant and ^{from} defend the right and title of the aforesaid tract of land unto the party of the second part with all appurtenances to the same belonging and unto his heirs and assigns, against the lawful claims of the party of the first part and their heirs and assigns, and of all and every person or persons whatever, both in law and equity by these presents.


In testimony whereof the party of the first part have hereunto set their hands and affixed their seals the day and year first above written, signed and delivered in presence of,

John Sutherland 
Mary A Sutherland 

The State of Mississippi
Madison County } Personally appeared before me J. W. Grafton an acting Justice of the Peace in and for the County of Madison & State aforesaid John Sutherland whose name appears to the foregoing and, acknowledged that he signed sealed and delivered the same on the day and year therein written as his own act and deed and for the purposes therein specified.

Also appeared before Mrs Mary A Sutherland wife of the above named John Sutherland, whose name also appears to the foregoing and, being examined by me separately and apart from her husband, acknowledged that she signed sealed and delivered the same freely and voluntarily and not from any threat fear or compulsion of her said husband, but for the purposes therein specified as her proper act and deed.

Given under my hand and seal this the 27th day of February A.D. 1866,
Subscribed & acknowledged to before }
J. W. Grafton J.P.  } John Sutherland
Mary A Sutherland

50.  \$ Revenue Stamp
Annexed & cancelled

W. G. Carson & Wife }
To Deeds } This for Record & Recorded May 4, 1866,
Richard Walen }

This Indenture made and entered into this second day of May A.D. Eighteen hundred and sixty six, between Eason G. Carson and W. F. Carson his wife of the County of Madison State of Mississippi of the first part and Richard Walen of the same County and

State of the second part Witnesseth. That said party of the first part for and consideration of the sum of two thousand and ninety dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged. have bargained sold and conveyed and do by these presents bargain sell convey and confirm unto the said party of the second part their heirs and assigns the following described tract or parcel of land to wit. The west half of the north west quarter and the north half of the west half of the South west quarter of Section twenty four in Township nine range two east. containing by estimation one hundred and twenty acres and lying and being in said County of Madison State of Mississippi. To have and to hold the above described land and premises unto to him the party of the second part. his heirs and assigns forever. And the said party of the first part for themselves. their heirs Executors and Administrators covenant and agree to and with the said party of the second part that they will warrant and defend the title to said above described land and premises unto him the said party of the second part his heirs and assigns forever against the claims or claims of any and all persons whomsoever. In testimony whereof the said party of the first part have hereunto set their hands and seal this day and year first above written.

E J Carson
 P F Carson

The State of Mississippi
 Madison County } Personally appeared before me William S Bailey Mayor of
 the City of Canton and ex officio Justice of the Peace in and for said County Cassin J
 Carson and P F Carson his wife who acknowledged that they signed sealed
 and acknowledged the foregoing deed on the day of its date as their act and deed for
 the purposes therein mentioned, and Mrs P F Carson (wife of E J Carson) being this
 day privately examined by me separate and apart from her said husband acknowledged
 that she signed sealed and delivered said deed freely and voluntarily without any
 fear threats or compulsion of her said husband.

Given under my hand & seal this second day of May A D 1866.
 W S Bailey
 Mayor & J P

W S Revenue Stamps
 Accepted & cancelled

Lucian S Smith } Filed for Record May 5th 1866
 H S Conover } Recorded May 7th 1866.
 Simon A Knowles }

This Indenture made this 29th day of March A D 1866. between Lucian S Smith of the County of Madison. State of Mississippi of the first part, and Simon A Knowles of the County of Worcester. State of Massachusetts of the second part. Witnesseth. That said party of the first part. for and in consideration of the sum of five thousand dollars paid by the said party of the second part

the receipt whereof is hereby acknowledged, has granted bargained
 sold released conveyed and confirmed, and does hereby grant bargain
 sell release convey and confirm to the said Knowles and to his heirs
 and assigns forever. The following described property situated in
 said County of Madison to wit: One undivided fifth of
 all that real estate and personal property as was conveyed
 to F B Pratt by P A Horn by his deed of same date of these
 presents, and recorded in the registry of deeds of said County Book
 G pages 312 and 313. reference to said deed being had for a
 description of the premises and property. To have and to hold all
 said property to the only proper use benefit and behoof of him the
 said Knowles his heirs and assigns forever.

And the said Smith for himself his heirs executors administrators
 covenants with the said Knowles that he is lawfully seized of
 the said property and that it is free from all incumbrances except a
 deed of trust made by F B Pratt to P A Tucker of same date of
 these presents and that he will forever warrant and defend the title
 to the said property against the lawful claims of all persons except
 said Tucker.

Provided nevertheless that if the said Smith shall will and truly pay
 to the said Knowles the sum of five thousand dollars upon demand
 with interest at the rate of ten per cent per annum. then this conveyance
 as also a certain note bearing even date herewith for the said sum
 of five thousand dollars with interest at the rate of ten per cent per
 annum shall be null and void otherwise to be of full force and effect.

In witness whereof the said party of the first part has
 hereunto set his hand and seal this day and date first above written.
 Lucian B Smith Seal

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

Given under my hand and seal of said Court of
 Office in the City of Canton the fifth day of May 1866.
 E D Brand

5th U S Revenue Stamps
 Annexed & Cancelled

Catalogue see M/402

Received Satisfaction in full of W. W. Allen of the mortgage
Nov 10th 1866
Stebbins Flemming & Co

W. W. Allen
To Obligation.
Stebbins Flemming & Co

Filed for Record May and Recorded May 7th 1866.

The State of Mississippi

Madison County

I know all men by these presents that I W. W. Allen of the County and State aforesaid hereby promise & agree and bind myself my heirs Executors and administrators to Stebbins Flemming & Co in the sum of five hundred dollars or less of my account with them for the year 1866 should not be so much, well and truly to be paid and to secure the payment of the above amount, I hereby furthermore promise and agree to give to said Stebbins Flemming & Co, a lien or Mortgage upon the land in said County in which I own an interest (that is my interest in said land) and also a lien & Mortgage upon all the stocks & personal property now owned by me, and I also hereby give to the said Stebbins Flemming & Co a lien and Mortgage upon my crop of Cotton raised during the year 1866. Said Cotton to be delivered by me in Canton Miss to secure the payment of the above sum of five hundred dollars or the amt of my account with the said Stebbins Flemming & Co for the year 1866.

The condition of the above obligation is such that whereas the said Stebbins Flemming & Co have this day agreed to give me credit during the year 1866 for five hundred dollars worth of trade or less. Now if I should pay the whole amount of my account with the said Stebbins Flemming & Co for the year 1866, on or before the first day of January 1867, then this obligation to be void and of no effect otherwise to remain in full force & effect.

Given under my hand & seal at Canton this 12th day of March 1866.

W. W. Allen (Seal)

The State of Mississippi

Madison County

Personally appeared before me E. S. Ward Clerk of the Probate Court of said County W. W. Allen who acknowledged that he signed sealed and delivered the foregoing instrument of writing on this day and year therein mentioned for the purposes therein expressed as his voluntary act and deed.

Given under my hand and the seal of said Court this seventh day of May A.D. 1866.

E. S. Ward Clerk

No. 52 U.S. Revenue Stamps
Annexed cancelled

W M Stewart & wife
to Deed
Eliz M Carter

Rec'd for Record May 7th & Recorded May 8th 1866.

This Indenture made the twenty third day of February A D 1866 between W M Stewart and Emily Stewart his wife of the County of Madison State of Mississippi of the one part and Elizabeth Mahala Carter of the same County and State of the first part, Witnesseth that the said W M Stewart and Emily Stewart his wife, for and in consideration of the sum of six hundred dollars to them in hand paid by the said Elizabeth M Carter at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Elizabeth M Carter her heirs Executors and Administrators forever released and discharged therefrom, by these presents have granted bargained sold conveyed and confirmed, and by these presents so grant bargain sell convey and confirm unto the said Elizabeth M Carter her heirs and assigns forever, all that certain tract or parcel of land lying and being and situate in the County of Madison State of Mississippi, it being the west half of the south east quarter of section thirty one, in Township Eleven Range three east, it being the same tract of land conveyed to said Fortin Price by Enos Fletcher by deeds which is recorded in Book No. of the record of deeds of the County of Madison State of Mississippi on page 717, together with all and singular the appurtenances hereditaments privileges and advantages whatsoever unto the above described premises belonging or in anywise appertaining. And also all the estate right title interest and property and claim whatsoever either at law or in equity of them the said W M Stewart and Emily Stewart his wife of in and to the same, To have and to hold the above granted bargained and described premises with the appurtenances unto the said Elizabeth M Carter her heirs and assigns forever, and the said W M Stewart & Emily Stewart his wife and their heirs, the above heirs and assigns, that they the said W M Stewart & Emily Stewart his wife and their heirs, the above described and hereby granted premises, and every part thereof with the appurtenances unto the said Elizabeth M Carter and her heirs and assigns against the said W M Stewart & Emily Stewart his wife and against all persons lawfully or equitably claiming or to claim said premises or any part thereof or under them, shall and will warrant and by these presents forever defend

In witness whereof the said W M Stewart and Emily Stewart his wife have hereunto set their hands and seals the day and year first above written

W M Stewart
E. Stewart

The State of Mississippi

Madison County } Before me J W Grafton an acting Justice of the Peace
 this day personally appeared W M Stewart and his wife E L Stewart who
 acknowledged that they signed sealed and delivered the foregoing deed
 made by themselves to Elizabeth W Leaster on the day and date therein
 written and for the consideration and purposes therein specified as their own
 proper act and deed. Then came My Emily L Stewart the wife of the said
 W M Stewart on a private examination separate and apart from her said
 husband acknowledged that she signed sealed and delivered the within deed
 without any fear threats compulsion or undue influence of any kind as her
 own voluntary act & deed for the consideration & purposes therein specified
 Given under my hand & seal this 6th day of April A D 1866.

J W Grafton J P Seal

11th U.S. Revenue Stamps
 Annexed & Cancelled

Joseph P George

To Deed of Trust } Filed for Records May 7th & Recorded May 8th 1866.
 W F George }

State of Mississippi

Madison County } This Indenture tripartite made and
 entered into this the 1st day of March A D 1866 between Joseph P George party
 of the first part and Mary Ann George wife of the said Joseph P George party of the
 second part, and W F George party of the third part, all of the County and State
 aforesaid, Witnesseth, that whereas the party of the first part is justly indebted
 to the party of the second part in divers sums of money and property received
 from the party of the second part, and which sums of money and property
 were her own separate property, and not coming to her from her said husband,
 the party of the first part, but held in her own name, which said indebtedness
 accrued as follows, On or before the 1st of April A D 1854, the party of the first
 part received from the estate of Dr William McCulloch in the County and State
 aforesaid the sum of seven hundred Dollars in cash, the same being the
 separate property of the party of the second part, she being one of the heirs at
 law and distributives of the Estate of her father the said Dr Wm McCulloch
 deceased, and whereas the party of the first part received on or before the 1st
 of April A D 1857, the sum of two hundred Dollars, and on or before the
 1st of May 1855 the sum of one hundred and fifty dollars proceeds of the
 sale of one horse, which said sum of two hundred dollars, and the said
 horse were the separate property of the said party of the second part they being
 a gift or donation from Mrs W D McCulloch, her mother, to the party of the
 second part, as her own separate property, and to be held in her own name
 and on or before the 1st January A D 1860 the further sum of sixty dollars
 which was borrowed of the party of the second part, the same being her own

separate property, by the party of the first part, and used by him in the management of his own affairs, and also the party of the first is indebted to the party of the second part for the hire for one year of five good hands, being negro slaves the separate property of the party of the second part, received by from the Estate of the said Dr William McCulloch deceased, as one of the heirs at law and distributees of said estate, and whereas all of the foregoing sums of money and other property were the separate property of the party of the second part accruing to her as above described and held in her own name, and were used by the party of the first part in the management of his own affairs, and property purchased with the said sums in the name of the party of the first part, and whereas the said party of the second part never did consent to give or relinquish to the party of the first part, the usufruct of said monies or property without interest or charge, and whereas the party of the first part is further indebted to the party of the second part for the hire of eight negroes for the period of ten years, the same being his own separate property and held in her own name, received as distributee of the estate of her said father, Dr William McCulloch, although this said indebtedness for the hire of said negroes is not included in the above enumerated sums of money, and whereas the said party of the first part holding this much of the monies and property of the party of the second part in his hands as trustee, is desirous of paying off and discharging said indebtedness, and of doing that which a court of equity would require him to do, from therefore in consideration of the premises and the indebtedness aforesaid, 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 W^m F George party of the third part the following lands to wit, The west half of the south west quarter of Section Twenty four in Township eleven Range five east, and the west half of the north west quarter of Section Twenty five in the same township and Range, and containing in all one hundred and sixty acres, lying and situate in the County of Madison State of Mississippi. To Have and to hold all and singular the above described lands with the appurtenances thereto belonging to him the said W^m F George, party of the third part, his heirs and assigns forever, and the title thereto, the said party of the first part will forever warrant and defend against the claim or title of any and all persons whatsoever,

And yet notwithstanding the foregoing arrangement is on this express trust and confidence, that the said party of the third part, is but the trustee of the party of the second part, and is to hold the above conveyed premises for the sole use and behoof of the party of the second part, and all the rents issues and profits of the said real estate shall come to the sole and separate use of the party of the second part, and shall not be liable to be taken in satisfaction of the debts of the party of the first part according to the provisions of the laws of the State

in reference to the property of married women.

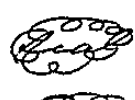


And it is expressly understood between all the parties to these presents that the conveyance of the lands above described shall be accepted by the party of the second part, and also by the party of the third part as Trustee for the party of the second part, as a full satisfaction and discharge of all the past indebtedness due from the party of the first part to the party of the second part, and the party of the third part doth covenant for and on behalf of the party of the second part, that the said party of the second part, shall accept the foregoing conveyance as a full satisfaction and payment of all indebtedness due from the party of the first part to the party of the second part, and that the said party of the second part shall assert no claim either at law or in Equity on account of any such indebtedness, the same being now settled and discharged by the aforesaid conveyance.

And it is expressly understood by all the parties to this instrument that interest is legally due and demandable on the monies heretofore described, they being monies belonging to the party of the second part and used by the party of the third part, in the management of his own affairs, and the said party of the second part now having consented to give away the usufruct of the same without interest and it is expressly understood that no claim or demand for the interest shall hereafter be made on account thereof, it being extinguished with the principal by the foregoing conveyance, and the party of the third part doth covenant for the party of the second part that no future demand shall be made on account of said interest.

And it is expressly understood by all the parties to this instrument, that in the event of the sale of any of the above conveyed premises by the party of the third part, with the consent of the party of the second part, then the proceeds of any such sale shall be invested by the party of the third part in other property for the use and behoof of the party of the second part and said property thus purchased shall be held on the same conditions, terms and stipulations as the Estate herein before conveyed.

The words "part" between the sixth and seventh lines and "monies" between the sixteenth & seventeenth lines from the top of the fourth page now written before the execution of this instrument.

As witness our hands and seals this the day and year first above mentioned

Joseph P. George 
 Margaret A. George 
 W. F. George 

State of Mississippi }
 Madison County } Before me E D Ward Clerk of the Probate Court of
 said County, this day personally appeared the above named I P George
 and Dr F George, who each duly acknowledged that they signed sealed
 and delivered the foregoing conveyance as their own voluntary act
 and deed, on the day and year and for the purposes therein mentioned
 As witness my hand and the seal of said Court this 7th day of March
 A D 1866.

For W S Thomas Stamps }
 Annulled & Cancelled }

E D Ward Clerk

State of Mississippi }
 Madison County } Before me William Davis Jr a Justice of the
 Peace of said County of Madison, this day personally appeared the
 within named Margaret George wife of the within named I P George
 who upon a private examination separate and apart from the said
 I P George her husband, duly acknowledged that she signed sealed
 and delivered the within instrument as her voluntary act & deed
 freely, without any fear threats or compulsion of her said husband
 on the day and year therein mentioned and for the purposes therein
 set forth.

As witness my hand and seal this the tenth day of April A D 1866.

Wm Davis Jof P.

John T Sumner & Wife }
 To Quit claim Deed } This for Record May 7th 1866
 Feily Jones }
 The State of Mississippi }
 Madison County }

This Deed of Quit claim
 made this the ninth day of February in the year of our Lord one thou-
 sand eight hundred and sixty four, between John T Sumner and
 Julia A Sumner of the County and State aforesaid of the first part
 and Feily Jones of the same County and State of the second part,
 Witnesseth, that the said John T Sumner and Julia A Sumner
 for and in consideration of four thousand dollars to them in hand
 paid by the said Feily Jones, doth hereby release relinquish convey
 and quit claim forever in and to the following land situated and
 lying in Madison County and State of Mississippi, and described
 as follows Viz, West half of south east quarter, East half of south
 west quarter, and south east quarter of south east quarter Section
 27, Township 11, Range 5 East, containing two hundred acres

more or less. To have and to hold the same with the appertinances to the said Feily Jones and his heirs or assigns fully and forever free and quiet from the right title interest claim or demands of said John T Simmes and Julia T Simmes and their heirs, and of all and every person claiming by through or under them. In ~~testimony~~ ^{testimony} whereof we hereunto affix our hands and seals the day and date above written

14th U.S. Revenue Stamps
 Annuled & cancelled

John T Simmes (Seal)
 Julia T Simmes (Seal)

The State of Mississippi
 Madison County } Personally appeared before me J. Nelson McCauley an acting Justice of the peace in and for said County John T Simmes and Julia T Simmes wife of said John T Simmes (who acknowledged) that they signed sealed and delivered the foregoing quit claim and on the day of its date as his act and deed, and Julia T Simmes also personally appeared, wife of said John T Simmes and acknowledged on a private examination that she signed sealed and delivered said and. on the day of its date, as her own Voluntary act and deed, without any threat fear or compulsion of her said husband.

Given under my hand and seal this the 9th day February A.D. 1864
 J. Nelson McCauley (Seal)

John T Simmes & wife
 Feily Jones } Files for Record May 7th & Recorded May 8th 1866.

The State of Mississippi
 Madison County } This Indenture made and entered into this the ninth day of February in the year of our Lord One thousand eight hundred and sixty four, between John T Simmes and Julia T Simmes his wife of the County of Madison and State of Mississippi of the first part, and Feily Jones of the same County and State of the second part. Witnesseth, That for and in consideration of the sum of fifteen thousand two hundred dollars, to us in hand paid, by the said Feily Jones the receipt of which sum is hereby acknowledged, We the aforesaid John T Simmes and Julia T Simmes his wife have this day bargained sold and conveyed and do by these presents bargain sell and convey to the said Feily Jones the following tract or parcel of lands Viz, S W 1/4 of Section twenty five, S E 1/4 of Section twenty six, E 1/2 of N E 1/4 and E 1/2 of N W 1/4 of section thirty five 35th and N 1/2 N W 1/4 and N 1/2 East 1/2 of N W 1/4 of Section thirty six and N 1/2 N E 1/4 of Section thirty five, all in Township 11, Range 5 East, and also the N 1/2 of S W 1/4 Section thirty six in Township 11, Range 5 East containing, by estimation in all seven hundred, and sixty

and more or less. To have and to hold the above described premises or parcels of land. Together with the privileges rights and immunities thereunto belonging, and to the party of the second part his heirs and assigns forever in fee simple, and the said party of the first part hereby covenant and agree to warrant and forever defend the title unto the party of the second part his heirs and assigns executors and administrators against the claim of themselves and all other persons claiming or to claim the same either in law or equity.

In testimony whereof we the said party of the first part have hereunto subscribed our names, and affixed our seals this the day and date above written.

This is to certify that the above deed was
truly intended before signing

J. Nelson McCauley J.P.

John T. Sumner

Julia A. Sumner

This 9th day of Febry A.D. 1864

The State of Mississippi

Madison County

Personally appeared before me a Justice of the Peace in and for said County and State J. T. Sumner who acknowledged that he signed sealed and delivered the foregoing deed on the day of its date as his act and deed, and Julia A. Sumner wife of said John T. Sumner also personally appeared and on a private examination before me acknowledged that she signed sealed and delivered said deed on the day of its date, as her own voluntary act and deed, without any threat fear or compulsion of her said husband.

Given under my hand and seal this the ninth day of February A.D. 1864

15 W. S. Sumner Stamps
Annexed & cancelled

J. Nelson McCauley J.P.

Mary Jane Charles
W. S. Rulinghouse
Stewart F. Afford

Recd. for Record May 5th & Recorded May 9th 1866.

State of Mississippi
Madison County

Know all men

That I Mary Jane Charles, a free woman of the County of Madison State of Mississippi, having investigated the character reputation and pecuniary ability of S. F. Afford of said County and State, am now fully satisfied that he can and will do a much better part towards raising maintaining and supporting and educating my minor son William than I can do myself and in consideration of what the said S. F. Afford has already done towards clothing protecting educating and supporting my said son William and in

consideration of the promise and agreement of the said S F Alfords to continue to maintain support and educate my said son William until the said William, who is now to the best of my knowledge & belief eight years old, shall arrive at the age of twenty one years. I hereby fully and voluntarily relinquish all right title and claim which I may now have or hereafter have either in law or equity to the possession and custody of my said son William, to the said S F Alfrod.

In testimony whereof I have hereunto set my hand and affixed my seal on this the 5th day of May A D 1866.

Mary Jane Charles
 her
 mark

The above relinquishment was read over and fully explained to the said Mary Jane Charles and signed and sealed voluntarily by her in our presence.

John Dawson
 Will S Bailey } Notaries

State of Mississippi }
 Madison County }

Personally appeared before me E D Ward clerk of the Probate Court of said County & State, Mary Jane Charles a free woman who acknowledged that she fully and voluntarily signed and sealed the above relinquishment to her son William as her own act & deed.

In testimony whereof I have hereunto set my hand and the seal of said Court this fifth day of May A D 1866.

E D Ward clerk

Wm Mitchell }
 Go } Deed }
 S F Mitchell }

Filed for Record May 9th 1866.
 Recorded May 10th 1866.

This Indenture

made and entered into this twenty seventh day of February in the year of Our Lord one thousand Eight hundred and sixty six between William Mitchell and James F Mitchell, both of the County of Madison and State of Mississippi or thereabouts.

That for and in consideration of the sum of seven thousand five hundred dollars, to me in hand paid, the receipt whereof is hereby acknowledged, the said William Mitchell has this day bargained and sold, and by these presents doth grant bargain sell alien and convey, confirm and deliver unto the said James F Mitchell, all his right title, claim interest and possession which he has in and to the following described tract or parcel of land known as Inverness plantation Viz, S E 1/4 of Sec 8 Township 7 Range 1 East and N E 1/4 and E 1/2 of N W 1/4 and N 1/2 of E 1/2 of S E 1/4 and S 1/2 of S 1/2 of Sec 17 T 7 R 1 E. and N 1/2 of N 1/2 of N W 1/4 Sec 20 T 7 Range 1 East, containing 640 Acres more or less. To have and to hold to him

the said James F. Mitchell his heirs and assigns in fee simple forever, and against the right title claim and possession of the said William Mitchell his heirs administrators or assigns, or any person whomsoever claiming by or through him, and against the possession of all the world. And the said William Mitchell doth also by these presents grant bargain sell and convey unto the said James F. Mitchell all his right title claim interest and possession in and to that part of the sixteenth section of Township 7 Range 1 East Vign. Exp. S. 7pp & S. 7 of Twp. S. 7pp Sec. 16. T. 7. Range 1 East, containing 120 acres. Leased for ninety nine years from the year of our Lord, one thousand eight hundred and forty five, with all and singular the appurtenances thereto belonging, and also the land hereby conveyed in fee simple (Excepting 5 acres more or less conveyed to Wm Simmons in January eighteen hundred and sixty six) To have and to hold to him the said James F. Mitchell against the right title claim and possession of any person whomsoever.

In testimony whereof the said William Mitchell hath affixed his hand and seal the day and date above written,

Wm Mitchell *[Signature]*

Witness
 Wm Rush Bright
 Duncan Lemon York
 Lewis Edward Mitchell

19

State of Mississippi }
 Madison County } Personally appeared

before the undersigned a Justice of the Peace, in and for said County, the within named Lewis Edward Mitchell one of the subscribing witnesses to the within deed, who being first duly sworn deposed and said, that he saw the within named William Mitchell, whose name is subscribed thereto, sign seal and deliver the same to the within named James F. Mitchell, that he this deponent, subscribed his name as a witness thereto, in the presence of the said William Mitchell, and that he saw the other subscribing witnesses, Wm Rush Bright and Duncan Lemon York sign the same in the presence of the said Wm. Mitchell, and in the presence of each other, on the day and year therein named. Given under my hand and seal this 9th day of May A. D. 1866.

R. E. Anderson & Co.,
 3rd Civilist Madison Co.,

48¢ U.S. Revenue Stamps
 Annexed & Cancelled

Jefferson Love } Rec'd for Record May 10th and Recorded May 11th 1866.
Deed }
Joseph Heart }

The State of Mississippi

Madison County } This Indenture made and entered into
this 17 day of March A.D. 1866 between Jefferson Love by John H. Cheatham
his agent and attorney in fact, party of the first part and Joseph Heart
party of the second part. Witnesses,

That said Jefferson Love party of the first part for and in consideration of
the sum of nineteen hundred dollars paid by the party of the second part,
and agreed to be paid, hath bargained sold aliened granted and conveyed
and by these presents doth bargain sell grant and convey unto the party of
the second part, the House and Lot in the City of Canton, County of Madison
State of Mississippi, now occupied by Moses S. Hensdaffer, it being lot
five and east half of lot six in the said City, and all the appurtenances
annexed. To Have and to hold the said lot and premises and appurtenan-
ces, to him the said Joseph Heart, party of the second part, his heirs and assigns
forever. And the said party of the first part doth covenant and agree
to and with the said party of the second part, that he will forever warrant
and defend the title to the above granted premises, against the claim of
any and all persons whatsoever.

Given under my hand & seal this 17th day of March A.D. 1866.

2^{1/2} U.S. Revenue Stamps }
Amount cancelled }

Jefferson Love

By John H. Cheatham, Atty in fact

The State of Mississippi

Madison County } Personally appeared before the undersigned, John H.
Cheatham the agent and attorney of the grantor
who duly acknowledged that he signed sealed and delivered the foregoing
Deed as the act and deed of Jefferson Love his principal on the day
and year and for the purposes therein mentioned.

Given under my hand & seal this 17th day of March A.D. 1866.

W. F. George

Alabama F Dawson } Rec'd for Record May 14th 1866

Deed } Recorded May 15th 1866.

Thomas Strait }

This Indenture made and entered into this
14th day of May, 1866, by and between Alabama F Dawson, by
her Attorney in fact Richard Winter of the County of Madison
State of Mississippi of the first part and Thomas S. Strait of the
City of Cincinnati, State of Ohio of the second part. Witnesses,

That the said party of the first part for and in consideration of the sum of seven thousand and eighty dollars to her in hand paid by the said party of the second part. the receipt whereof is hereby acknowledged, has granted bargained sold and conveyed and by these presents doth grant bargain sell and convey to the said party of the second part his heirs and assigns, a certain tract or parcel of land situate lying and being in the County of Madison State of Mississippi, described as follows to wit. Beginning at the South east corner of a lot of land containing 25 acres, sold by said party of the first part to Dr A B Prashar off the north end of north west quarter of section (3) thence running South with the East boundary line of said North West 1/4 of Section (3) to the center of Section (3) thence east to the main hedge dividing the Rice & Winter & Dawson places. thence south 4 degrees west with said hedge and line to a line running east and west through the center of Section (10) dividing said Section in two equal parts, thence west by said last mentioned line to the Canton and Jackson Road in Section (9) thence with said Road north by east to the South west corner of the lot sold as aforesaid to Dr A B Prashar, thence due East to the place of beginning. All in Township 7. Range 2 East. (Also the undivided one half of lot ^{no. 7} of Township 7. Range 3 east, containing ~~sixty~~ seventy four & 1/2 acres - more or less. The whole tract thus conveyed containing by estimation Five hundred and ninety acres more or less, together with all the buildings - appurtenances, ways rights and hereditaments thereon or thereto belonging or appertaining. It have and to hold, the aforesaid premises to the said party of the second part his heirs and assigns forever, and the said party of the first part covenants and agrees, with the said party of the second part his heirs and assigns, that she is seized in fee simple of the aforesaid premises free from all liens and incumbrances whatsoever, and for herself her heirs Executors, administrators and assigns covenants and agrees to forever warrant & defend the title thereto to the said party of the second part his heirs and assigns against the claim or claims of any and all parties whatsoever as well in Law as in Equity.

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

Abanna F Dawson
By Richard Winter my wife (Seal)

State of Mississippi }
 Madison County }
 Personally appeared before me E D Ward Clerk
 of the Probate Court of said County and State Richard Denton Attorney
 in fact of Mabama F Dawson who acknowledged that he signed
 sealed and delivered the foregoing deed on the day and year therein
 mentioned as the act and deed of Mabama F Dawson and as his
 attorney in fact for the purposes therein mentioned.

Given under my hand and the seal of said Court at Office
 in the City of Canton this 14th day of May A D 1866.

E D Ward Clerk

47⁵ U.S. Revenue Stamps
 Cancelled & cancelled

Wm B Taylor Esq. Filed for Record May 14th 1866.

For Deed } Recorded May 15th 1866.

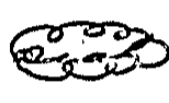
Lewis W Thompson }

This Indenture made this 14th day of May A D
 1866 by and between William B Taylor Executor of the last will and
 testament of Benjamin Chambers, deceased of the first part and
 Lewis W Thompson of the second part witnesses.

Whereas by virtue of a decree of the Probate Court of said
 County of Madison State of Mississippi, made on the 12th day of April
 A D 1866. the said Taylor was authorized and directed to sell at public
 auction to the highest bidder for cash, before the door of the Court house
 in Canton in said County a certain lot or parcel of ground, with the
 buildings thereon, lying and being situate in Canton in said County
 and between the lots now occupied by J W Fupper and Mrs Mary
 Henry, being the same lot or parcel of ground conveyed by John
 Handy and Hannah M Handy, his wife to said Benjamin
 Chambers in his lifetime, by deed bearing date the 14th day of
 October A D 1846, and recorded in the Office of said Court in Book
 of deeds K page 315, and whereas in pursuance of said decretal order
 the said Taylor as Executor as aforesaid, did advertise said property
 for sale in accordance with the directions in said decree contained
 and did offer the same for sale to the highest bidder for cash, before
 the Court House of said County, and at such sale, the said Thompson
 appeared and did bid for said lot or parcel of land the sum of
 five thousand dollars, which sum was more than any other
 person or persons did, or would bid for the same, whereby said
 Thompson became the purchaser of said property at & for the price
 & sum of five thousand dollars aforesaid, and has since paid
 the purchase money to said Taylor as Executor as aforesaid and.

whereas said sale has been by said Executor reported in due form to said Court of Probate, and the, and the said Court hath fully ratified and confirmed the sale in all things. It is therefore in consideration of the fore recited premises the said party of the first part hath granted bargained sold aliened conveyed and confirmed and by these presents doth grant bargain & sell, alien convey & confirm to the said Lewis W Thompson the said lot or parcel of land herein before described, together with all buildings & improvements thereon. To Have and to hold said Lot or parcel of land with the buildings and improvements thereon, unto to him the said party of the second part his heirs and assigns forever.

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

Wm D Taylor 
Executor

Personally appeared before me E D Ward Clerk of the Court of Probate in and for said County of Madison & State of Mississippi, Wm D Taylor Executor of the last Will & Testament of Benjamin Chambers deceased, who acknowledged that he signed sealed and delivered the foregoing and on the day and year therein mentioned as his act and deed.

Witness my hand and seal of said Court
this 14th day of May A D 1866
E D Ward Clerk,

\$5.00 U.S. Revenue Stamp
Cancelled & cancelled

Wm D Taylor & Elizabeth Healey } Recd for Record May 14th 1866
Elizabeth Healey } Recorded May 15th 1866
J W Dorris } Deed in Trust

J W Dorris } This deed of conveyance made and entered into this the 15th day of February in the year one thousand Eight hundred and sixty six between Henry E Healey Elizabeth C Healey J W Dorris and James Simpson Witnesses, that the said Elizabeth C Healey and Henry E Healey are indebted to the said James Simpson in the sum of two hundred dollars due the first day of Nov next with interest from this date, and being desirous to secure the said Simpson in the payment thereof have on the day of the date hereof bargained sold aliened and conveyed, and by these presents do do bargain sell alien and convey to the said Dorris the following described lands, lying and being situated in the County of Madison in the State of Mississippi. Known and designated as follows

The north half of the west half of the south west quarter of Section two of Township ten Range four east containing by estimation forty acres. The above conveyance is made in trust however to secure the payment of the above sum and should the said indebtedness be paid off on or before the first day of November then this conveyance to be void but if not paid it shall be the duty of the said Dorris to proceed to sell the lands hereby conveyed by advertising the same for thirty days previous to said sale which shall be for cash and the said Dorris shall apply the money arising from said sale to the payment of said indebtedness and the expenses of this trust and the balance to the said Elizabeth Le Healey and execute a deed of conveyance to the purchaser of said lands.

In witness whereof we have hereunto set our hands & seals the day and year above written.

5th W. S. Swann Stamps
 Connected & cancelled

H. B. Healey Seal
 E. L. Healey Seal
 J. W. Dorris Seal
 James Simpson Seal

The State of Miss 3
 Madison County 3 Before me W. L. Cooper member of Board of Police of said County came Henry B. Healey who acknowledged that he signed and delivered the above deed as his own voluntary act also Elizabeth L. Healey wife of H. B. Healey who on an examination apart from her husband acknowledged that she signed the above deed as her own voluntary act without any fear threat or compulsion from her husband.

Given under my hand and seal the 11th February, 1866.
 W. L. Cooper. M. P. J.

The State of Mississippi 3
 Madison County 3 Before me Wm Davis for an acting Justice of the peace for said County came James Simpson and J. W. Dorris whose names appear to the foregoing deed (who acknowledged that they signed sealed and delivered the same on the day of the date thereof for the purposes therein contained.

Given under my hand & seal the 16th day of May 1866.

Wm Davis Jr. J. P. Seal

E. F. Mahone } Filed for Record and Recorded May 17th 1866.
 To } D. Frush }
 Charles P. Hunt }

This Indenture made and entered into this 17th day of March 1866, by and between E. F. Mahone of the County of Adams State of Mississippi of the first part, and Charles P. Hunt of the County of Warren State of Missouri of the second part, and John S. Reasly of the County of Champaign State of Illinois of the third and last part, Witnesseth, That the said E. F. Mahone is justly indebted to the said John S. Reasly in the sum of fifteen thousand eight hundred and thirty six dollars as evidenced by his two several notes, one for eight hundred dollars, payable ten days after date, and the second for the sum of fourteen thousand and thirty six dollars, payable on or before the tenth day of September 1866, both of said notes bearing even date with this instrument, and the latter bearing eight per cent interest per annum from date. Which sums together with all lawful interest the said E. F. Mahone is honestly desirous to secure the punctual payment of. Now this Indenture witnesseth, that the said Mahone, for and in consideration of the premises, and the further consideration of ten dollars to him in hand paid by the said Charles P. Hunt, the receipt whereof is hereby acknowledged, hath this day bargained and sold, and by these presents doth bargain and sell unto the said Charles P. Hunt his heirs and assigns forever, all the stock of mules and horses, farming utensils, cattle &c. now on, and hereafter to be put on the Oster Kearney Plantation near Canton, in Madison County Mississippi, thus being at this time thirty seven mules and two horses, on said place, and also all the stock of mules and horses, farming utensils &c. now on, and that may hereafter be put on the John F. Watson Plantation, for the present year. Said place is situated near Cambridge Depot in Adams County, State of Missouri thus being at this time twenty nine mules on this place, also to include the entire stock of Hogs & Cattle, together with all the crops of Cotton and Corn, to be raised on both said places the present year.

And the said E. F. Mahone, shall and will for himself, his heirs &c. forever warrant and defend unto the said Charles P. Hunt, his heirs and assigns, a good and sufficient title to the aforesaid goods and chattels free from any and all claims whatsoever. (Upon Frush. Receipts) That the said Charles P. Hunt, his heirs and assigns, shall permit the said Mahone, to retain quiet and peaceable possession of the aforesaid goods and chattels, and appropriate the same to his own use, until default be made in the payment of the sum or sums aforesaid or some part thereof, and then on such failure to pay punctually

the whole or any part thereof, that the said Harper P Hunt shall and will, when thereto requested by either of the other parties, or the assigns or representatives of either, proceed to sell to the highest bidder, at public auction for ready money, the aforesaid goods and chattels, to include as above stated all the mules & horses and other stock, farming utensils &c and all the crops on both places, or so much thereof as may be sufficient to pay said indebtedness with all interests and costs, having first given twenty days notice in some public newspaper, of the time and place of such sale, and from the proceeds thereof, after defraying the Expenses of this trust, pay to the said John S Beasley or his representatives or assigns the aforesaid sum or sums of money, and all interest or so much thereof as may be due and unpaid, and in like manner proceed to sell for cash, as any other sum may become due and unpaid, in the whole or in part, and after the purposes of this trust have been fully accomplished, pay the balance if any to the said E F Mahon, his heirs or assigns.

But if the said Mahon shall pay and discharge the sums aforesaid as they become due and payable, then this conveyance to become null and void.

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

E F Mahon *[Signature]*
 Harper P Hunt *[Signature]*
 John S Beasley *[Signature]*

State of Mississippi

Warren County } Personally appeared before me the undersigned Justice of the Peace in and for said County E F Mahon.

Harper P Hunt and John S Beasley who acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein written for the purposes therein contained.

Given under my hand and seal this the 17th day of March A D 1866.

Cooley Mann J.P. *[Signature]*

16th U.S. Revenue Stamps
 Unused

Nancy M Luskett et al } Paid for Record May 18th 1866
 J. S. Reed } Recorded May 19th 1866.
 Ruben Kiddy }

This Instrument made this 13th day of April 1866, between Nancy M Luskett, Lucinda Luskett John T Summes and Julia his wife (the said John T Summes proposing no

beneficial interest in the property herein conveyed, but joining in this deed only for the purpose of signifying his consent to the transfer by his wife of her interest in said property) Chas. M. Luckate Jr and Mary E. his wife, Sherrod J. Luckett and Mary L. his wife, all of Madison County and State of Mississippi, parties of the first part, and Ruben Kadden of the same place, party of the second part. Witnesseth; That the said parties of the first part for and in consideration of the sum of seventeen hundred and fifty dollars (\$1750) the receipt whereof is hereby acknowledged, have bargained and sold, and do hereby grant, alien and convey to the said Ruben Kadden the following tract or parcel of land, lying and being in the County and State aforesaid as follows, a block of thirty (30) acres, beginning at the corner of the division fence between S. J. Fellows and Nancy M. Luckett, fronting on the Public Road, running north from Canton and known as the Morris Bluff Road, said Morris Bluff road to be the Eastern boundary of the said thirty acre tract, thence running westerly to the line of the Mississippi Central Rail Road, which said Rail Road line is to be the western boundary of said thirty acre tract of land, said tract to front on said Morris Bluff road and running north from said corner of said division fence, parallel with Fellows fence so as to give a tract of land of thirty acres, taking the said Morris Bluff road as the Eastern boundary and the line of the Mississippi Central Rail Road as the Western boundary of said thirty acre tract. To Have and to Hold the said land with the appurtenances therunto belonging to the said Ruben Kadden and his heirs forever.

And the said parties of the first part do covenant with the said Ruben Kadden that they and each of them, will warrant and forever defend the same to him and his heirs, or the alimes under him, free from and against the right, title or claim of themselves, or either of them, and their heirs, and of any & all persons whatsoever, and the said parties of the first part in witness thereof, hereunto put their names and seals this 13th day of April 1866,

Nancy M. Luckett
 Lucinda Luckett
 S. J. Luckett
 Mary L. Luckett
 Bro J. Sumner
 Julia Sumner
 Chas M. Luckate Jr
 Mary E. Luckate

24 U.S. Revenue Stamps
 Annulled & Cancelled

State of Mississippi

Madison County } Personally appeared before me E. D. Grand Clerk
of the Probate Court in and for said County, Mrs. Nancy M. Lockett,
Lucinda Lockett, S. J. Lockett, Mary L. Lockett, John T. Semmes,
Julia Semmes, Oliver A. Lockett Junior and Mary E. Lockett who
severally acknowledged that they signed sealed and delivered the
 foregoing deed on the day and year therein mentioned, and for the
 purposes therein expressed as their voluntary act and deed.

And the said Mary L. Lockett wife of S. J. Lockett, Julia Semmes
 wife of John T. Semmes, and Mary E. Lockett wife of Oliver A. Lockett
 Junior, upon a private examination separate and apart from their
 said husbands, severally acknowledged that they signed sealed and
 delivered said deed on the day and year therein mentioned as their
 free and voluntary act and deed without any fear, threats or compulsion
 from their said husbands.

Given under my hand and seal of said Court at Office in
 the City of Natchez this 19th day of April A.D. 1866.

E. D. Grand Clerk

F. Baskedale

vs Deed

James M. Farland

Emily L. Wood

Received for Record and Recorded May 19, 1866

This Indenture made this fiftenth day of May
 A.D. 1866, between Fountain Baskedale, surviving partner of the
 late firm of M. Farland & Baskedale (which firm was composed
 of said Fountain Baskedale and John M. Farland now deceased)
 of the first part, and James M. Farland and Emily L. Wood of
 the second part: Witnesseth, that the said party of the first part, for
 and in Consideration of the sum of six thousand dollars to him paid
 by the said parties of the second part; the receipt of which is hereby
 acknowledged, hath given granted, bargained sold aliened and
 conveyed, and quit claimed, and by these presents, doth give grant
 bargain sell alien quit claim and convey to the said party of the
 second part, the following lot or parcel of ground situate in Natchez
 in the County of Madison in State of Mississippi. Viz. Beginning
 at the north west corner of lot No. one in Square No 8 in said City
 of Natchez, thence running by and with the line of Liberty Street,
 South twenty six feet, thence east eighty feet, thence South two feet
 thence east one hundred and twenty feet, thence North twenty eight
 feet to Centre Street, thence West two hundred feet to the beginning
 To Have and to Hold all the above described lot or parcel of land

with the buildings and improvements, and the free use and enjoyment of the cetera on the lot immediately south of the above described premises to the said parties of the second part, their heirs and assigns forever, free and clear of the claim or claims of all and every person or persons claiming under them by deed of Mr S. Coffins & others - whatever title that deed gave them is hereby but no other. Nor do they in any way warrant the title.

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

The interlineating above is in my hand writing now made before being signed.

F. Parkdale,

F. Parkdale
F. Parkdale Executor
of the Estate of Mrs M. Farland deceased

The State of Mississippi

County of Yazoo. Personally appeared before me M. A. Jenkins, Clerk of the Court of Probates in and for said County Fountain Parkdale, 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 the seal of said Court
May 16, 1866.

M. A. Jenkins Clerk
By M. W. Smith D.C.

W. S. Jarvis Stamps
Annexed & Cancelled

O. M. Simpson
To Deed
M. & J. B. Simpson


Filed for Record & Recorded May 21, 1866.

This indenture made and entered into this twenty fourth day of February A. D. one thousand eight hundred and sixty six between Oliver M. Simpson of the first part and Martha and James B. Simpson of the second part.


Witnesseth that for and in consideration of the sum of six hundred dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, both bargained sold and forever quit claimed, and do by these presents bargain sell quit claim and release unto the said Martha Simpson and James B. Simpson forever

all the right title and interest both at law and in equity and as well in possession as in reversion in and to the following described tract or parcel of land situated lying and being in the County of Madison State of Mississippi to wit. The E 1/2 of Section 21 and W 1/2 of North east 1/4 and E 1/2 of North west 1/4 of Section 27 and north E 1/4 of Section No 28 all in Township No twelve range No 5 east. Together with all and singular the rights members and appurtenances unto the same belonging, and the party of the first part binds himself to defend the title to the same against the claim or claims of any person or persons claiming under him and none other.


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

Oliver M. Simpson 

The State of Mississippi

Attalla County  Personally appeared before me E. M. Wells an acting Justice of the peace in and for said County Oliver M. Simpson whose name is signed to the foregoing deed. who acknowledged that he signed sealed and delivered the same as his act and deed on the day and year mentioned and for the purposes specified.

Given under my hand and seal the 14th day of May A. D. 1866.

E. M. Wells 

41st U. S. Revenue Stamps

Annexed & cancelled

John H. Leatham

Trustee

Issued to Powell, Trust

Filed for Record May 19th 1866

Recorded May 21st 1866.

This Indenture made and entered into this 14th day of May Anno Domini 1866. by and between John H. Leatham of the first part. & A. R. Powell, President of the Board of Police of Madison County State of Mississippi, of the second part testifieth that the said party of the first part for and in consideration of the matters herein after recited, hath given granted bargained sold and conveyed and by these presents doth give grant bargain sell and convey to the said party of the second part the following tract or parcel of land. lying and being in said County. to wit all of Section No 20. the W 1/2 of S W 1/4 of Section 21 the N 1/2 of Section 29. except that portion of the N E 1/4 of said section lying South of the Brownville Road also twenty acres off of the North East corner of E 1/2 of S E 1/4 of Section 29

and the N.E. 1/4 (1/2 section acres off the S.W. Corner of N.W. 1/4 of N.E. 1/4) of Section 30 all in Township No 8. of Range one west, containing by estimation about hundred and forty acres more or less. To have and to hold said land with all the buildings & improvements thereon, unto the said party of the second part, and his successors in said Office of President of said Board forever. But nevertheless this conveyance is made upon the stipulations & conditions following to wit:

Whereas the said party of the first part is jointly indebted to the said party of the second part in the sum of two thousand and ninety two dollars and ninety two cents, as is evidenced by the bill single of said party of the first part payable to said party of the second part, dated the first day of September 1865, and due twelve months after its date, & bearing ten per cent interest per annum, but on which all interest has been paid up to the 20th day of March 1865, and whereas the said party of the first part is desirous of securing the said party of the second part in the payment of said sum of money in said note mentioned & all interest accrued or to accrue thereon since the said 20th day of March 1865. And therefore if the said party of the first part shall well and truly pay said sum of money and interest whenever hereafter he may be requested so to do by the said party of the second part, then this conveyance shall be void, otherwise of full force & effect.

Witness my hand & seal this 14th day of May A.D. 1866.
 John H. Chatham

The State of Mississippi
 County of Madison. Personally appeared before the undersigned Clerk of the Court of Probate in & for said County, John H. Chatham 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 & deed. In testimony whereof, I have hereunto set my hand & affixed the seal of said Court, at Natchez this 14th day of May A.D. 1866.

E. S. Ward Clerk

25¢ U.S. Revenue Stamps
 Annulled & Cancelled

George I Mortimer }
 To Deed }
 Malinda Willing }
 Deed for Deed & Recorded May 22, 1866.

In Consideration of the sum of two hundred and seventy five dollars to me in hand paid by Mrs Malinda Willing of the County of Leokiah and State of Mississippi, the receipt of which sum is hereby duly acknowledged, and in further consideration of the sum of five thousand dollars (\$5000⁰⁰) to me in hand paid by Adam Daniel and W F Pippy of the City of New Orleans La the receipt of which sum is hereby duly acknowledged, and for the payment of which sum the said Malinda A Willing, with the consent of her husband W I Willing has mortgaged her place consisting of Houses & Lands &c; in the Town of Crystal Springs Miss. to the said Adam Daniel & W F Pippy I do hereby bargain sell and by these presents alien and convey to the said Malinda A Willing all my rights title and interest in the crops now being raised on the "Ding Chamber Place" in the County of Madison, State of Miss for the year 1866 (according to a previous contract made and entered into on the 21st day of November 1865 between George I Mortimer (myself) of the County of Leokiah & State of Miss of the first part and B I Coffey of the County of Madison, State of Miss of the second part and Armin Gott of the City of Vicksburg Miss, of the third part for the purpose of cultivating the said plantation, together with sixteen (16) head of Horses & Donkeys, Seven (7) Milch Cows & Calves, three (3) Cows of Oxen, forty eight head of sheep, four (4) Boar Sows, thirty (30) Stock Hogs four (4) yearlings one (1) set Blacksmith tools ten (10) crumps two (2) plows, one (1) Wagon, four (4) sets Harnes and all other goods and Chattels I own in my own right on said plantation, also all my right title and interest in the crops now being or to be raised on the Lorry Place in Madison County Miss for the year 1866, after the rent for said Place and other such expenses as may necessarily accrue in the cultivation of the same shall be paid, together with the following number of horses and mules viz, sixteen head, four (4) Cows & Calves, fifteen (15) head of sheep, thirty (30) hogs, fifteen (15) Hoes & crumps, two (2) Harrows, one (1) Wagon & harnes, and all other goods and chattels I now own in my own right and title on said place, to the said Malinda A Willing, and I do hereby relinquish all my right and title to the above described property, to the said Malinda A Willing to have and to hold the same to her use and benefit alone, and I do hereby warrant and defend the title to the same.

The condition of the above sale is such that if I do not and truly pay unto the said Malinda A Willing the sum of two

hundred and seventy five dollars with interest on the same, and do
well and truly pay unto the said Adam Daniel & Wth P. Poppey the
sum of five thousand dollars received as above stated, whereby
the said Mortgage on the Property of the said Malinda A. Trilling
will be defeated, it is to be of no force and effect, otherwise to be
good and valid.

In witness whereof I have this 25th day of February 1866. set my
hand and seal.

Geo. I. Mortimer Seal

State of Mississippi
Copiah County

Personally appeared before the undersigned
Mayor of the Town of Crystal Springs Miss. and Ex Officio, an
acting Justice of the Peace in and for the State and County of said
George I. Mortimer, who being duly sworn says he signed
sealed and delivered the above instrument, as his act & deed
for the purposes within specified.

From to & Subscribed before me this
18th day of May 1866.

Geo. I. Mortimer Seal

John S. Hunt Mayor & C. J. Seal

5th U. S. Revenue Stamps
Stamped & cancelled

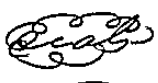
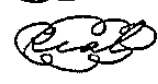
William Riley } Filed for Record May 21st 1866.

3 } Mortgage } Recorded May 22nd 1866.

James M. Anderson }

This Indenture made and entered into the 18th day
of October A. D. 1865 between William Riley and Sarah Riley his wife
of the first part, and James M. Anderson, Treasurer of Madison County
Mississippi of the second part witnesses, that said party of the
first part for and in consideration of Seven hundred and fifty
dollars to them in hand paid by the party of the second part, at and
before the sealing and delivery of these presents, the receipt whereof
is hereby acknowledged, have granted, bargained and sold, and
by these presents do grant bargain sell convey and confirm unto
the said party of the second part his heirs assigns or successors in
Office forever the following described tract or parcel of land, situate
lying and being in the Counties of Madison and Attala and State
aforesaid to wit, the Wth of the Sth Eth of Section 15. The Sth Wth of the Sth
of the Wth of the Sth Eth and Nth of the Wth of the Sth Eth (less four acres
off of the east side of the last mentioned parcel) in Section 14 and the
Sth of the Eth of the Wth Eth of Section 22, all in Township 12, Range 11
East containing 35 1/2 acres more or less. To Have and to hold with


above described tract or parcel of land with all its appurtenances unto the said party of the second part, his successors or assigns forever, and the said party of the first part for themselves their heirs executors and administrators, hereby covenant to warrant and defend the title to said tract or parcel of land with its appurtenances unto the said party of the second part his successors and assigns forever from and against themselves their heirs &c. and from and against the claims and demands of any and all persons whomsoever claiming or to claim the same or any part thereof forever. Provided however, if the said party of the first part shall not and truly pay or cause to be paid to the party of the second part, his successors or assigns the sum of seven hundred and fifty dollars, for which sum they are justly indebted to the said party of the second part, as evidenced by their promissory note of even date herewith for said sum of seven hundred and fifty dollars to be due and payable twelve months after date, with interest at the rate of ten per cent per annum from date until paid, and upon the payment of said sum with interest as aforesaid, this conveyance to be null and void, else to remain in full force and effect in law and equity. In testimony whereof the said party of the first part have hereunto set their hands and seals on the day and year first above written.


Wm Riley 
 Sarah Riley 

The State of Mississippi

Attala County } Personally appeared before me Joseph H. Shrock, a member of the Board of County Police for said County and State William Riley and Sarah Riley who acknowledged that they signed sealed and delivered the above and foregoing deed or mortgage as their act and deed, the said Sarah Riley wife of the said William Riley, being by me examined separate and apart from her said husband, says that she signed sealed and delivered the same of her own free will and accord without the fear threat or compulsion of her said husband.

Given under my hand and seal the 11th day of May A.D. 1866.

J. H. Shrock M. P. J. 


 \$1.00 W. S. Revenue Stamps
 Cancelled

S A & M E Wright } Recd for Record May 21st 1866,
 To Mortgage } Records May 22nd 1866.
 O M Anderson }

This Indenture made and entered into the 18th day of October A D 1865. between Seth A Wright and Mary E Wright of the first part and James M. Anderson treasurer of Madison County Mississippi of the second part, Witnesses; That said party of the first part for and in Consideration of three hundred and twelve dollars and fifty cents to them in hand paid by the party of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, have granted bargained and sold, and by these presents do grant bargain sell convey and confirm unto the said party of the second part his heirs and assigns or successors in Office forever the following described tract or parcel of land situate lying and being in the Counties of Madison and Attala and State of aforesaid, to wit, The Sqr of the W 1/2 of the W 1/2 (except six acres off of the west side of said parcel of land) The W 1/2 of the W 1/2 of the N E 1/4 or so much of said parcel of land lying west of the Camden and Goodman road, all in section 22. The W 1/2 of the S E 1/4 of Section 15, or all of said parcel of land lying west of said Camden and Goodman road, all in township 12 Range 4 East, containing by estimation One hundred and five acres (more or less). To have and to hold said above described tract or parcel of land, with all its appurtenances unto the said party of the second part, his successors or assigns forever, and the said party of the first part for themselves, their heirs Executors & administrators their by covenant to warrant and defend the title to said tract or parcel of land with its appurtenances unto the said party of the second part his successors and assigns forever, from and against themselves, their heirs &c and from and against the claims and demands of any and all persons whomsoever claiming or to claim the same or any part thereof forever.

Provided however if the said party of the first part shall well and truly pay or cause to be paid to the party of the second part his successors or assigns the sum of three hundred and twelve dollars and fifty cents, for which sum they are justly indebted to the said party of the second part as evidenced by their promissory note of even date herewith for said sum of three hundred and twelve dollars and fifty cents to be due and payable twelve months after date, with interest at the rate of ten per cent per annum from date until paid, and upon the payment of said sum with interest as aforesaid this conveyance to be null and void, else to remain in full force and effect in law and equity.

Received payment & satisfaction in full of the mortgage April 1st 1867
 J. M. Anderson
 J. M. Anderson
 J. M. Anderson

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

J A Wright
M E Wright

The State of Mississippi
Attala County

Personally appeared before me J. H. Shrock a member of the Board of County Police for said County & State J. A. Wright and Mary E. Wright who acknowledged that they signed sealed and delivered the above and foregoing and on the day and year above mentioned as their act and deed.

Given under my hand & seal the fifth day of May A.D. 1866.

J. H. Shrock

50th W. S. Revenue Stamps
Annexed & cancelled

D. C. Rowland & Wife
Deed Trust
Peters & Norman

Filed for Record & Recorded May 23, 1866.

The State of Mississippi
Madison County

This Indenture made and entered into this twenty third day of May A.D. 1866. by and between D. C. Rowland and Jane Rowland his wife of the first part and Peter Peters & P. J. Norman of the second part and Dr. M. C. Lane of the third part. Witnesseth that the party of the first part being anxious to secure the payment of a debt due by them to said Peter Peters & Norman amounting to the sum of fourteen hundred & thirty four dollars and twenty three cents on the first day of June A.D. 1866 (including interest) hath this day granted bargained and sold and by these presents doth hereby grant bargain sell and convey unto the party of the third part the following described tracts or parcels of land situated lying and being in the County of Madison State of aforesaid to wit. Trp. S. E. 1/4 & S. W. 1/4 Section 14 and Trp. S. E. 1/4 & Trp. S. W. 1/4 27 acres out of S. W. corner Section 23, all in Township Ten Range two east containing six hundred and thirteen acres more or less. It being expressly understood however that of the above described lands, one hundred and sixty acres are to be reserved by Mr. Jane Rowland including the dwelling house and out houses, the said 160 acres to be selected out of said tract by the said Jane Rowland, to have and to hold the said above described tracts or parcels of land, less the reservation of 160 acres above mentioned together with all and singular the incidents and appurtenances therunto belonging or in any wise appertaining

Rowland

The hereby acknowledged that the sum of money intended to be secured by this deed in trust has been paid in full to us & we resign and relinquish all our right, title & interest in & to said deed & the same is hereby cancelled & from henceforth is of no effect.

James V. Norman

unto the party of the third part his heirs and assigns forever and the said party of the first part warrants and will forever defend the title to said lots or tracts or parcels of land (excepting the 160 acres) unto the said party of the third part, Provided nevertheless and such is the true intent and meaning of these presents that if the said debt herein designed to be secured shall be paid on or before the first day of December A D 1867, with interest at the rate of six per cent per annum from the first day of June A D 1866, then the foregoing conveyances to be void and of no effect, but if the said sum of money with interest is not paid on or before the first day of December A D 1867 it shall be and is hereby made the duty of the party of the third part at the request of the party of the second part to sell the foregoing described tracts or parcels of lands (excepting the 16 acres of land to be selected by said Lane Rowland) for cash at Public Auction before the Court House door in the City of Canton, having first advertised the same by posting notices of the time place and terms of said sale at least thirty days previous to the day of sale, and from the proceeds of said sale first to discharge the expenses incident to this trust second to pay said indebtedness to said Brown & Norman of former lien hereon and thirty four ²³/₁₀₀ dollars with interest from 1st June 1866, and third to pay over the balance if any, to the parties of the first part. In testimony whereof we have hereunto set our hands and seals the day and year first above written.

D C Rowland
Jane Rowland

The State of Mississippi
Madison County } Personally appeared before me E D Frank
Clerk of the Probate Court of said County D C Rowland and Jane
Rowland who severally acknowledged that they signed sealed and
delivered the foregoing deed of Trust on the day and year therein
mentioned and for the purposes therein expressed as their Voluntary
act and deed, and the said Jane Rowland wife of said David C
Rowland being examined by me privately separate and apart from
her said husband) acknowledged that she signed sealed and
delivered the same on the day & for the purposes therein expressed
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 Court
at Office in the City of Canton this 2nd day of May 1866.
E D Frank Clk.

W D Rowland, Stamp
Dumped

Petition of ³ Filed for Record Decr 19th 1865.

H L & M Ozier ³ And Recorded May 24th 1866.

To the Hon^{ble} M M Cooper

Judge of Probates of the County of Madison and State of Mississippi,

The Petition of Harvey L Ozier

and Susan M. Ozier his wife, litigens of the County of Madison and State of Mississippi would respectfully show unto your Honor that on the 19th day of March 1863, one of your petitioners to wit, Susan M Ozier with one J L McPell, jointly purchased of John Letty and Elizabeth his wife, a certain tract or parcel of land situated and being in the County of Madison aforesaid and known and described as follows to wit, Beginning at a stake twenty two feet west of the line dividing the North east quarter from the North west quarter of Section twenty four in township nine range two east, on the north margin of the road leading from Canton to Livingston, thence south seventy eight degrees west with said road one hundred and twenty two feet, thence north four degrees thirty minutes west, four hundred feet to a stake, one hundred forty two feet west of the dividing line, dividing the north quarter from the north west quarter of section twenty four, township nine, range two east as aforesaid, thence north seventy eight degrees east one hundred and twenty one feet, to a stake twenty two feet west of the dividing line of the north east quarter from the north west quarter of section twenty four, township nine range two east, thence south four hundred feet to the beginning, with all and singular the appurtenances &c thence belonging &c &c, that the said Pell and Susan M Ozier, each paid one half the amount purchase money thereof, the same being the sum of fifteen hundred dollars, and took a joint and several trust, for the trusts of which your Honor is referred to Book of deeds, Madison County, T^h, page 775.

Your petitioners would further show unto your Honor, that some time during the present year to the best of their information and belief that about the month of April 1865, the said Pell, by the means of the explosion of a Steamboat then running on the Mississippi River, ceased his life, that one of your petitioners H L Ozier has since said time made diligent enquiry by letters and otherwise for the personal representatives of the said Pell, but as yet he has not been able to find any such representative, that the condition of said land at present is such that it is useless and dead Capital to your petitioners and to the said representatives of the said Pell if any such should exist, and that from the quantity thereof, its location &c, it is not susceptible of a division without manifest injury to the interest of all parties interested therein, Your petitioners would therefore pray your

Honor for the appointment of three discreet free holders of said County whose duty it shall be to examine the said tract of land and report to this Court at the next term thereof. the facts connected therewith, and particularly to report if the same can be divided without manifest injury to the parties interested therein, and if they should so report, then your petitioners would further pray your Honor that he do by order of the Probate Court of said County cause them to sell the same at such time and on such terms as to your Honor may seem proper. Your petitioners further pray your Honor that if on proper publication made no personal representatives of the said Deed should appear in this cause as in said publication directed, that a receiver be appointed by your Honor whose duty it shall be to receive and account for all monies from said sale arising to the said Deed or his said personal representatives belonging, or to which they or either of them may be entitled. And as in duty bound &c your petitioners will ever pray.

H L Ozin
S M Ozin.

The State of Mississippi

Madison County } This day personally appeared before me E D Ward clerk of the Probate Court of said County of Madison the within named H L Ozin and S M Ozin his wife, who on oath say that the matters and things contained in the annexed and foregoing Petition of their own knowledge are correct just and true, and those contained therein as set forth on the information of others they believe to be true.

Sworn to and subscribed before me this } H L Ozin
the 19th day of Decr 1865. Attest. E D Ward clerk } S M Ozin.

Order appointing Commissioners: Entered Decr 19th 1865.

M M Cooper Judge.

State of Mississippi } Before M M Cooper Probate Judge of
Madison County } said County in Vacation December 1865.

In the matter of the Petition of H L & S M Ozin for sale of land for division. It is remembered that this cause came on to be heard before me on petition, proff or of the said H L & S M Ozin, and it appearing to the satisfaction of the Court that the matters and things set forth in said petition are true, it is ordered adjudged and decreed by said Court that P L Videman & J J Stroman and W H Otto be and they are hereby appointed as discreet freeholders of said County, & not related either by

consanguinity or affinity to either party, and as commissioners of this Court, whose duty it shall be to examine the tract of land in said petitioners petition set forth and described, and on oath report to this Court at the next term thereof, if in their opinion as said Commissioners the same is susceptible of partition and division between the parties owning the same or being interested therein, without injury to the interest of said parties.

They are furthermore empowered, authorized and instructed by this Court, should the same in their opinion be necessary to the furtherance of Justice between said parties, to cause said tract of land to be properly surveyed and to take and incur all necessary measures for the same. It is furthermore ordered by the Court that publication be made in the Canton Citizen, a newspaper published in the City of Canton, in said County, for four consecutive weeks, of the existence of said petition, and thereby giving notice to the said representatives of the said J. M. Del. if any such should exist, to appear before this Court at the next term thereof, and show cause if any they can, why the sale of said land prayed for in said petition should not be granted, otherwise the same will be taken as confessed, and the sale of the same ordered accordingly.

Ordered in open Court on this the 20th day of Decr 1865,

M. M. Cooper Judge

Warrant to Commissioners issued Decr 19th 1865.

M. M. Cooper Judge

State of Mississippi } Before M. M. Cooper Probate Judge of said
Madison County } County in the January Vacation 1866.

In the Matter of the petition of H. L. & S. M. Ogier for partition of Real Estate.

J. T. Norman, M. L. Vidan and S. H. Otto will take notice, that at a regular term of said Court held at the Court House in said County on the 20th day of December 1865 they were by the Court duly appointed commissioners thereof to survey and partition make between H. L. & S. M. Ogier and the heirs at law of J. M. Del. deed of a certain tract or parcel of land situate in said County and described as follows to wit,

Beginning at a stake 22 feet west of the line dividing the N. E. 1/4 from the N. W. 1/4 of Sec 24, T. 9, R. 2 east on the margin of the road leading from Canton to Livingston, thence south 78 degrees west with said road 122 feet, thence south 4 degrees 30' west four hundred feet to a stake, 143 feet west of the dividing line dividing the N. 1/4 from the N. W. 1/4 of Sec 24, T. 9, R. 2 east, as aforesaid.

thence north 78 degrees east 121 feet to a stake 22ft west of
 the dividing line of the N E 1/4 from N W 1/4 of sec 24. T9.
 R 2 east. thence South 400 feet to the beginning, claimed by
 Petitioners to have been purchased jointly by them and S. M. Cole
 Peck of Geo & Elizabeth Lutz on the 19th day of March 1863.
 and whereof they pray partition as aforesaid. You will therefore
 proceed without delay to examine said land and if the
 same can be divided between said parties without prejudice
 to the rights of each (giving to each one half thereof) to partition &
 divide the same as herein stated. but if in your opinion
 said land cannot be so divided without prejudice to the
 interest of the parties aforesaid. they will on oath report the same
 to me on or before the 20th day of January A D 1865.
 And for such action in the premises this shall be your command
 Ordered this 19th day of December A D 1865.
 M M Cooper Judge

Report of Commissioners Filed Jan 8th 1866.
 M M Cooper Judge

To the Hon M M Cooper
 Probate Judge of Madison County

The undersigned P T Stronam
 D H Otto and M L Viduan commissioners duly appointed
 to divide the land set forth & described in the annexed mandate.
 beg to report that they have carefully examined the same and
 do hereby report to your Honor that the same from the locality
 & situation thereof. is incapable of being so divided without manifest
 injury & injustice to each of the parties owning the same.
 We would under the circumstances respectfully recommend to
 your Honor that the same be sold at public outcry that the
 division sought to be had may be made & completed.
 And having reported your commissions by to be discharged
 with proper cost and charges as allowed by law &c.
 Given to and subscribed before me
 the eight day of Jan'y 1866.
 E S Ward Clerk

P T Stronam
 D H Otto
 M L Viduan
 Commissioners

Proof of Publication Citation
 State of Mississippi
 Madison County.

In the matter of the Petition of N L and S M Ozier for Partition
 of Realty, To the Hon. at Law of J. W. M. Peck aforesaid.

You are hereby cited to be and appear before the Honorable Probate Court of the County of Madison aforesaid to be held at the Court house in Canton on the 20th day of January 1866 to show cause if any you can why the petition of St L & S M Ozier his wife praying for partition of certain real estate therein set forth and described situate in said County, on the Canton and Livingston road purchased jointly by the said J M Le Peul and the said S M & St L Ozier of John and Elizabeth Lutz on the 19th day of March 1863. and by them jointly held by them until the death of said Peul. should not be granted.

By order of the Court.

E D Grand Clerk.

Dec 20th 1865.

The State of Mississippi }
 Madison County }

This day personally appeared before me E D Grand Clerk of the Probate Court of said County of Madison: Robt L Peck, foreman of the newspaper published in the City of Canton, known and called the American Citizen who made oath that the annexed notice or publication has been duly had and made in said paper for four successive weeks to wit in No's. 89, 90, 91, 92, 93, 94, 95 & 96 published respectively on the 30th day of Dec 1865, on both 13th & 20th days of January 1866. Sworn to and subscribed before me on this the 20th day of January 1866.

R L Peck foreman.

E D Grand Clerk

State of Mississippi }
 Madison County } I, E. D. Grand Clerk of the Probate Court of Madison County aforesaid hereby certify that the American Citizen containing the annexed publication has been this day produced before me and compared with the copy herewith filed and that the same is correct & truly made.

Given under my hand & the seal of said Court on this the 20th day of January 1866.

E D Grand Clerk.

Deceit.

State of Mississippi }
 Madison County } Before M M Cooper Judge of Probates in and for said County.

In the Matter of the Petition of St L & S M Ozier for partition of realty therein described.

This matter coming on to be heard on the petition of Harvey L
 Ogden & S M Ogden his wife for a partition of the land therein
 described, and it appearing to the satisfaction of the Court
 that Publication has been duly made for four consecutive
 weeks in the American Citizen, a Newspaper published in
 the City of Leanton in said State, thereby commanding the
 heirs at law of J M & Piel dec'd. to be and appear before
 this Court on this the 20th day of January 1866, and show cause
 why the prayer of said petitioners in said petition contained
 should not be granted, and there being no appearance by the
 said heirs at law, nor any answer filed by or for them, and
 a pro confesso having been taken against them, the said heirs
 at law, and it further appearing to the satisfaction of this
 Court from the report herein filed of J T Storman, M L
 Varden and D H Otto, commissioners, duly appointed by
 this Court at a former term & day hereof, to survey the said
 land in said petition described and true and just partition
 make thereof between the said H L & S M Ogden and the heirs
 at law of the said J M & Piel dec'd. and to give to each of said
 parties one half thereof, that said partition cannot be made
 between said parties without manifest injury to the interests of
 each, and said commissioners therein and by their said report,
 recommending to this Court a sale of said land in order
 that said partition between said parties can be had and
 made. It is therefore ordered and decreed by the Court
 that the said commissioners, D H Otto, J T Storman & M L
 Varden after giving notice by publication in said American
 Citizen, a Newspaper as aforesaid, for four consecutive
 weeks, of the day and place, do at the Court House of this
 County, in the City of Leanton aforesaid, on Monday the 19th day
 of February 1866, proceed to sell at public outcry, the said land
 in said petition described to wit. Beginning at a stake 22
 feet west of the line, dividing the W 1/4 from the W 1/4 of Sec. 24, T9,
 R2, east, on the north margin of the road leading from Leanton to
 Livingston, thence South 78 deg west with said road 122 feet, thence
 North 5 deg. 30 Min. West 400 feet to a stake, 143 ft west of the dividing
 line, dividing the N 1/4 from the N 1/4 of Sec. 24, T9, R2, East as aforesaid,
 thence North 78 deg, East 121 ft to a stake, 22 ft west of the
 dividing line of the N 1/4 from the N 1/4 of Section 24, T9, R2,
 East, thence South 400 feet to the beginning, to the highest bidder for
 cash, and upon the payment of the money, arising from said
 sale, to make to the purchaser thereof a due conveyance accordingly.

And that they make due report to this Court of their proceedings hereon.

Witness my hand and Seal on this 20th day of January 1866.

M M Cooper
Judge of Probates.

State of Mississippi }
Madison County }
Ojiv. for Partition of Realty.

In the Matter of the Petition of H L & S M
Ojiv. for Partition of Realty.

By virtue of an order of the Honorable Probate Judge of Madison County, State of Mississippi, to us directed as commissioners in the aforesaid case. we will on.

Monday 19th day of February, 1865.

At the Court House in the City of Canton in said County between the hours prescribed by law, proceed to sell for cash, at public outcry, the following named and described lands to wit, Beginning at a stake 22 feet west of the line dividing the N E 1/4 from the N W 1/4 of section 24, township 9, Range 2 east, on the north margin of the road leading from Canton to Livingston thence South 78 deg. West with said road 122 feet, thence north 5 deg. 30 Min. West 400 feet to a stake, 143 feet west of the dividing line dividing the N 1/4 from the N W 1/4, Section 24, township 9, Range 2 East as aforesaid, thence North 78 deg. East, 121 ft to a stake 22 feet west of the dividing line of the N E 1/4 from the N W 1/4 of Section 24, township 9, Range 2 East, thence South 400 feet to the beginning, together with all and singular the appurtenances thereto belonging or in any wise appertaining.

It good and perfect deed made to the purchaser, and the title to said land passed by order of Court.

D. H. Otto }
P. J. Stroman } Commissioners.
M. L. Vidau }

Jan 25, 1866.

State of Mississippi }
Madison County S D }

Personally appeared before the undersigned, clerk of the Probate Court of said County H L Beck foreman of the American Citizen, a weekly newspaper printed and published in Canton in said county, who being duly sworn deposed that the annexed advertisement, was published in said newspaper for four weeks in succession,

Sworn to and subscribed before me this 2nd day of April A D 1866. H L Beck
Foreman of the American Citizen.

Witness my hand and seal, E B Ward clerk.

Commissioners Report Filed 19th March 1866.

McMc Cooper, Judge.

The State of Mississippi

Madison County } In the matter of the Petition of H L &
S M Giv for Partition of Realty.

To the Honorable McMc Cooper
Judge of Probate in and for said County.

Your commissioners duly appointed by your Honor at a former day of this Court to sell at Public Auction in front of the Court House in said County the land described in the Petition of H L & S M Giv filed before your Honor on the 19th day of Decr 1865, for the purpose of making partition between the said H L & S M Giv and the heirs at Law of J M W Pul and, said land having been also described in said order of appointment to us directed by your Honor on the 20th day of January 1866 & of the record in this cause filed, would respectfully report to your Honor as follows.

That pursuant to the instructions in said order of sale contained your Commissioners proceeded 1st to give notice by publication in the American Citizen, a newspaper published in the City of Canton in said County, of the time place and terms of said sale of said land for four successive weeks prior thereto, as will appear by a copy thereof herewith filed for reference &c. That in front of said Court House on Monday the 19th day of February 1866, they proceeded to sell at the Hour of about 12 O'clock A.M. of said day, at public outcry the land in said petition & order of sale described to wit, Beginning at a stake 22 feet west of the line dividing the W 1/4 from the N 1/4 of section 24, Township 9, Range 2 East on the north margin of the road leading from Canton to Livingston thence south 78 deg west with said road 122 feet, thence north 5 deg 36 Min. west 400 feet to a stake, 143 feet west of the dividing line dividing the N 1/4 from the S 1/4 Section 24, Township 9 Range 2 East, as aforesaid; thence north 78 deg east 121 ft to a stake 22 ft west of the dividing line, of the N 1/4 from the S 1/4 of Section 24, Township 9, Range 2 East, thence south 400 feet to the beginning, and then and then at said public outcry, sold the same to St J Crossman for the sum of four hundred and forty five dollars, he being the last and best bidder therefor, having bid that sum for cash on said land, for which said sum your commissioners

being proposed to account. Your Commissioners would further show to your Honor that they have served in this matter, two of them, Norman & Vidam, two entire days each, for which they claim the sum of \$5 each, in the aggregate the sum of \$10⁰⁰, and one of them Otto one day for which he claims \$2.50. That they expended in attorneys fees, for drawing a deed of conveyance of the said land to the purchaser thereof the sum of thirty dollars.

That there are other expenses attached to said sale & for advertising &c &c. All of which are herewith filed marked Exhibit (A) and prayed to be taken as a part of this report. And having fully reported your Commissioners pray to be herein discharged.

M L Vidam }
 J T Norman } Commissioners
 D H Otto }

The State of Mississippi

Madison County } This day I personally appeared before you E D. Grand, clerk of the Probate Court of said County the above named M L Vidam J T Norman & D H Otto Commissioners & who made oath that the matters & things set forth and contained in their annexed and foregoing report are true in substance and in fact.

In witness whereof and subscribed before me } M L Vidam }
 on the 19th day of March 1866 } J T Norman }
 E D Grand clerk. } D H Otto }

(Exhibit "A")

Amount of Expenses incurred in sale of realty in matter of Partition, between H L Ogier & S M Ogier his wife and the heirs at law of J M C Paul dec'd.

Two days service comm Norman	\$ 5.00
" " " " Vidam	5.00
One " " " Otto	2.50
Paid atty for drawing deed	35.00
" Bookwork for advertising sale	20.00
" " " " Notice to heirs of Paul dec'd	13.25
" E D Grand Probate clerk for recording & fees	20.00
" M M Cooper hearing cases 3 days	12.00
" J T Semmes Const (Sheriff)	5.00
Total.	\$ 112.75

Examined and allowed April 3rd 1866.

M M Cooper
 Judge

Leanton Mississippi February 23rd 1866

\$150⁰⁰

Recd of M L Vidau, P T Stroman and W H Otto. Commis-
sionaries to sell real estate for division thereof between M S Mc
Ozior and heirs at law of J M Le Pul died, said sale being
made by order of the Probate Judge of Madison County on the 19th
Inst. Feby 1866) one hundred and fifty dollars in part payment
of my one half interest in the purchase money arising from the
sale of said realty by said Commis. and which said sum (\$150)
they are hereby authorized and empowered to charge on with
in a settlement of said matters.

M S Mc Ozior
H L Ozior. Legt & Atty in fact.

H L Ozior et ux

Heirs at law of J M Le Pul died Madison Co Miss Application for sale of realty;

Recd of M M Leoper Probate Judge sixteen & 1/2 dollars
balance due us in settlement of our one half interest in the proceeds
arising from the sale of realty. Equity owned by us and the heirs
at law of J M Le Pul died on petition by us filed for that
purpose before him.

May 5th 1866.

H L Ozior
S M Ozior
By E. L. Brown, Atty in fact.

Order of Confirmation,

State of Mississippi

Madison County

In the matter of
the Petition of realty between H L & S M Ozior, and heirs at
law of J M Le Pul died.

Be it remembered that on the 19th
day of March A D 1866 was filed the report of M L Vidau
W H Otto and P T Stroman, Commissioners appointed by
one M M Leoper Judge of the probate court of said county
on the application of Harvey L Ozior and S M Ozior his wife, to
expose to sale and public outcry on the 19th day of February 1866,
the following named and described land to wit.

Beginning at a stake 22 feet west of the line dividing the N E 1/4
from the N W 1/4, Sec 24, T9, R 2 east on the north margin of
the road leading from Leanton to Livingston, thence south 78 deg
west with said road 122 feet, thence north 5 deg 30 minutes
west 40 feet to a stake 14 feet west of the dividing line, dividing
the N 1/4 from the N W 1/4, Sec 24, T9, R 2 east, as aforesaid
thence north 78 deg east 121 feet to a stake 22 feet west of the dividing

line of the N E 1/4 from the N W 1/4 of Sec 24. T9 R2 east. thence south 400 feet to the beginning, said sale to be made for cash at the Court House in said County, and as prescribed by statute Rev Code p. 316. 17, 18, 19 + 20 thereof &c &c.

And whereas, I the said Wm Cooper have duly and carefully inspected & examined the report of said commissioners and other papers and writings connected therewith, now on file herewith and their acts and doings in premises, as commissioners as aforesaid, and it fully appearing therefrom, that the said commissioners have, in all things fully performed the trust and duties in them imposed, and also in all things strictly conformed to the requirements of the Statute in such cases made and provided and that said sale has been by them legally, fairly and honestly made, conducted & concluded.

Now therefore I as probate Judge aforesaid do thereupon and hereby ratify and confirm the same be observed by all parties concerned therein and that the same be entered of record.

And it further appearing to me that the entire expenses incurred in said cause do amount to the sum of \$112.75 as described and set forth in a Bill of particulars thereof to said commissioners report annexed marked "Exhibit" A. it is thereupon further ordered that the same be equally divided between the said Chas L & J M Ogier and the heirs at Law of the said J M Le Paul died, each party paying one half thereof; and that said commissioners be and are hereby ordered to retain said sum from the amt of sales accruing from said land for the purposes aforesaid. And said commissioners having paid this day into Court the sum of \$332²⁵/₁₀₀ which is the net proceeds of said sale of said land, after deducting the sum of \$112⁷⁵/₁₀₀ as expenses aforesaid, which has been legally applied it is further ordered that they & each of them be thereupon discharged from further service or attendance on this Court as commissioners aforesaid &c.

Ordered, adjudged & decreed this 23rd day of April AD 1866.

Wm Cooper

Judge

M L Videm }
 D H Otto + Lewis } Filed for Record April 28th 1866.
 P J Hornaw } Recorded May 28th 1866.
 To Deed }

N G Popraw } This deed of conveyance made and entered
 into on this the 20th day of February, 1866, between M L Videm & D H
 Otto and P J Hornaw, Commissioners, parties of the first part
 and Nathaniel G Popraw, party of the second part, Interspects.

That whereas on the 19th day of December 1865 Harvey
 L Ojiv and S M Ojiv his wife filed before the Honorable M M
 Cooper, Probate Judge of Madison County and State of Mississippi
 their certain petition praying for the certain partition of certain
 lands therein described and set forth jointly owned by the said
 petitioners and the Heirs at Law of J M Paul deceased to wit,
 a certain tract or parcel of land situate and being in said County
 and known and described as follows. Beginning at a stake
 22 feet west of the dividing line dividing the North east quarter
 from the North west quarter of Section 24, Township 9, Range
 2, on the north margin of the road leading from Leante to
 Livingston, thence South 78 degrees, west with said road
 122 feet, thence north 5 degrees 30 minutes west 40 feet to a
 stake 143 feet west of the dividing line dividing the North
 quarter from the North west quarter of Section 24, Township
 9, Range 2 east as aforesaid, thence north 78 degrees, East 121
 feet to a stake 22 feet west of the dividing line of the North east
 quarter from the North west quarter of Section 24, Township 9
 Range 2 east, thence South 40 feet to the beginning, And
 whereas publication was duly made in the Leante Citizen a
 newspaper published in the City of Leante for four successive
 weeks as to the heirs at law of the said J M Paul deceased
 commanding them to be and appear to on the 20th day of
 January 1866, before his said Honor M M Cooper, to show
 cause to why said petition should not be granted. And whereas
 by the report of said commissioners, duly appointed by said Court
 to partition make &c, it appeared that said land could not be
 so divided without manifest injustice to the interest of the parties
 owning the same &c and whereas on the 20th day of January 1866
 the said commissioners, M L Videm & D H Otto & P J Hornaw
 were by said Court ordered to proceed to sell on the 19th day of
 February 1866, at the Court House in said County of Madison the
 aforesaid lands, after having first given notice, by publication
 in said Leante Citizen for four consecutive weeks of the day and

place of said sale. said sale being then and there ordered for the purposes of making partition between said parties owning said land, and whereas it appears that said notice was given in due form of law for the time aforesaid, and that said commissioners did on the said 19th day of February 1866, after having given notice as aforesaid and as in said order & decree mentioned, expose to sale at public outcry, the lands aforesaid, and whereas the said Nathaniel J. Popman did then and there bid for the same the sum of four hundred and forty five dollars, the same then and there being the highest and best bid offered therefor at said Public Auction and outcry. And whereas said commissioners were among other things by said order and decree of said 20th day of January 1866, ordered to make to the purchaser of said land a due and proper conveyance thereof. Now therefore in consideration of the premises and for the said sum of four hundred and forty five dollars by the said Nathaniel J. Popman, party of the second part as aforesaid to the said parties of the first part in hand paid at and before the sealing and delivery of these presents, the said parties of the first part, M L Vidau & H Otto & S J Norman commissioners as aforesaid, both bargain and sell alius convey and confirm and by these presents do bargain sell alius convey and confirm unto the said Nathaniel J. Popman all right title claim and interest of all and every description whatsoever, which the said Harvey L Giv and S M Giv his wife and the said heirs at Law of the said S M le Pul deceased have or hold in or to all and singular the aforesaid and above described lands, with all and singular the appurtenances therunto belonging or in any wise appertaining. To Have and to hold the aforesaid and above described lands & appurtenances unto the said Nathaniel J. Popman his heirs and assigns forever. And the said parties of the first part for themselves their heirs and assigns the title thence as it exists of and in the aforesaid Harvey L Giv, and S M his wife, and the said heirs at Law of the said S M le Pul deceased, unto the said Nathaniel J. Popman his heirs & assigns forever as commissioners aforesaid doth and will forever warrant and defend firmly by these presents.

In testimony 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, and after interlineations and measures had been first made

M L Vidau
S J Norman commissioners
H Otto

State of Mississippi }
 Madison County }
 Personally appeared before me E D Ward
 Clerk of the Probate Court of said County the above named Com-
 rades M L Vidau, P T Norman and R H Otto, who
 severally acknowledged that they signed sealed and delivered the
 foregoing deed of conveyance to H J Popman on the day and
 year therein mentioned and for the purposes therein expressed as their
 Voluntary act and deed.

Given under my hand and the seal of said Court at Office
 in the City of Natchez this twentieth day of April A D 1866.
 E D Ward Clerk

L V McFarland & J Parkedale }
 To Relinquishment of Dower } Filed for Record & Record May 28/66
 James McFarland & Emily L Wood }

Know all men by these presents
 that we L Virginia McFarland and Josephine Parkedale of the County
 of Yazoo and State of Mississippi, have bargained sold released & relinquished
 and by these presents and for and in consideration of the sum of fifty
 dollars to us paid by James McFarland & Emily L Wood of the County of
 Madison & State of said as bargain sell relinquish & release to said
 James McFarland & Emily L Wood, all of our & each of our right of dower
 in and to the lot or parcel of land mentioned in the foregoing deed to
 said James McFarland & Emily L Wood from Fountain Parkedale,
 In testimony whereof we hereunto set our hands and seals this 25th day of
 May A D 1866.
 L. V. McFarland Seal
 J. Parkedale Seal

The State of Mississippi }
 Yazoo County }
 Personally appeared before the undersigned
 a Member of the Board Polier in & for said County of Yazoo L Virginia
 McFarland & Josephine Parkedale who each on a private exami-
 nation by me made, acknowledged that they signed sealed & delivered
 the foregoing release of dower on the day & year therein mentioned
 as their respective acts and deed, and the said Josephine Parkedale
 who is the wife of Fountain Parkedale on the private examination
 by me made as aforesaid, apart from her said husband, acknowl-
 edged that she signed sealed and delivered the foregoing deed on
 the day and year therein mentioned as her voluntary act & deed
 freely, without any fear threats or compulsion of her said husband

Witness my hand & seal this 25th day of May A D 1866.
 W D Spooner Stamps } M S Epperson Seal
 Annulled } Member Board Polier

Alabama F Dawson } Filed for Record May 28th 1866.

{ Partition of Lands } Recorded May 31st 1866.

Rice H Winters }

The State of Mississippi }

Madison County S B }

Know all men by these presents that whereas Alabama F Dawson & Rice H Winters all of County & State of aforesaid having jointly purchased of Wm Owens & his wife the following tracts or parcels of land Viz. the whole of Section (3) except the N E eighth, the north 1/2 of Section (10) all that part of Section 4 laying East of Canton & Jackson Road. All that part of N E 1/4 of Section (9) laying east of the Canton and Jackson Road. All in Township 7 Range 2 East. Also undivided half of lot 7 Sec 6. Township 7. Range 2 East. Have long since agreed, and by these presents do now agree to divide and partition of said lands as follows. Rice H. Winters is to have the following described portion of said Owen plantation 1/2 of N E 1/4 of Sec (3) Beginning at the South east corner of N E 1/4 of Section (10) running west 1793 feet thence north 9 1/2 degrees west 1570 1/2 feet thence west 2 degrees South 182 feet; thence north 4 degrees East 3906 feet, thence east 2551 feet, thence South on line dividing Sects 2 + 3 + 10 + 11 to the point of starting, containing 403 acres of land more or less. Also undivided 1/4 of Lot No 7. Section 6 Range 3 east & township 7. And that said Alabama F Dawson is to have all of the balance of said land purchased as above described from said William Owens & wife.

In testimony of all which things we hereto set our hands & affix our seals this 24th day of May 1866.

Richard Winters

Atty in fact for A F Dawson

Rice H Winters

The State of Mississippi }

Madison County }

Personally appeared before me E D Ward Clerk of the Probate Court in and for said County, Richard Winters Agent and Attorney in fact for A F Dawson who acknowledged that he signed sealed and delivered the within deed as Agent & Attorney as aforesaid on the day & year therein mentioned & for the purposes therein expressed as his voluntary act & deed & at the same time also appeared before me Rice H Winters who acknowledged that he signed sealed & delivered the within deed on the day & year therein mentioned & for the purposes therein expressed as his voluntary act and deed.

Given under my hand and the seal of said Court at Office in the City of Canton this 24th day of May A D 1866. E D Ward, Clerk,

Fannie G Jones & Husband } Laid for Record May 25th 1866
 Wm H Dudley } Recorded May 31st 1866.
 Benjamin Magruder }

This Indenture made and entered into this the 25th day of May A.D. One thousand eight hundred and sixty six between Fanny G Jones and Thomas B Jones her husband of the first part, and Wm H Dudley of the second part, of the County of Madison in the State of Mississippi and Benj Magruder Witnesseth. That whereas the said Fanny Jones is indebted to the said Benj Magruder in the sum of three hundred and twenty dollars, and being willing and desirous of securing him in the payment of the above sum of money has on the day of the date hereof, bargained sold aliened and conveyed, and by these presents do bargain sell alien and convey to the said Wm H Dudley the following lot and parcel of ground situate, lying and being in the City of Canton, and County and State aforesaid, known and designated, bounded and described as follows to wit, beginning at South west corner of a lot of ground now owned by Mrs Sidney Cooke, on a street laid out by John T Cameron, running thence east with the line of said lot of said Mrs Cooke and the lot of Mr Potts four hundred and eighty five feet, or to the range line between township 9, ranges 2 and 3 east thence South 75 feet to a stake at P de Goughs corner, thence with said Goughs line four hundred and eighty five feet, or to the stake aforesaid, and thence 75 feet north to the beginning, reserving 5 feet off the south side of said lot extending from the front on the street to half the depth of the lot as a passway between said lot and the lot of said Gough.

In trust however to secure the payment of the above sum of money But should the said Fanny Jones and Thomas B Jones her husband fail to pay the same on or before the first day of October Eighteen hundred and sixty six, then and in that case it shall be the duty of the said Wm H Dudley to proceed to sell the said lot hereby conveyed by advertising the same for thirty days before the sale in some newspaper published in Canton, the terms of said sale being cash and to pay the surplus to the said Fanny Jones and execute a deed to the purchaser thereof and apply the proceeds of said sale to the satisfaction of the above indebtedness, so far as may be necessary to satisfy the same. In witness whereof we have hereunto set and affixed our hands and seals, the day and year first above mentioned.

Fanny G Jones
 Wm H Dudley

I accept this Trust Wm H Dudley

The State of Mississippi

Madison County } Personally appeared before me E D Grand
Clerk of the Probate Court of said County. Thos D Jones and Fanny
J Jones his wife who severally acknowledged that they signed sealed
and delivered the foregoing deed of Trust on the day and year therein
mentioned for the purposes therein expressed as their voluntary act and
deed. and the said Fanny D Jones being examined by me privately
separate and apart from her said husband acknowledged that she
signed sealed and delivered the same on the day and year therein
mentioned & for the purposes therein expressed as her ^{own} 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 25th day of May A D 1866.

W D Sumner Stamps
Annoted & cancelled

E D Grand Clerk

Peter Heiser } Filed for Record & Recorded June 1st 1866.

To } Contract
Montgomery John

This Contract made and entered into this the 19th day
of April 1866 by and between Peter Heiser of the first part and John Montgomery
of the second part Written of each, that the said party of the first part under-
takes and agrees to build for the said party of the second part a stone
House on a lot to be pointed out and designated by the party of the
second part on the north side of the public square in the City of Canton
said stone house to be twenty five feet front, and fifty five feet deep,
and in all other respects to be of the same height, finish &c as the house
now occupied by A Karp as a stone house, on the north side of the
public square. The materials necessary for the erection of said stone house
are all to be furnished by the said party of the second part, and the said
party of the second part hereby agrees in consideration of the services to
be performed as above, by the said party of the first part, to pay to the
said party of the first part the sum of five hundred dollars, when the
said party of the first part commences the erection of said building
and when the house so agreed to be erected shall be covered in and enclosed
then the party of the second part will pay over to the party of the first part
the further and additional sum of five hundred dollars, and when the said
building shall be entirely erected, all the carpenters work being completed
then the said party of the second part will pay over to the party of the first
part the further and additional sum of five hundred dollars, making
altogether the sum of fifteen hundred dollars. And it is further agreed

that the said party of the first shall retain possession of the said house
when erected until the entire amount of fifteen hundred dollars has
been paid to the said party of the first part.

In testimony whereof witness our hands and seals the day and year
first above written.

Peter Heiser
John D. Montgomery

Witness to duplicate
Geo D. Fearn.

Warrant May 17, 1866.

Specification No 2,

I, John Montgomery of the County of Madison
State of Mississippi agrees to pay Peter Heiser for all glass, paints
sash & door hinges Locks or other material furnished by him
for the completion of my store house on the north side of Public
square, when said house is finished. I bind myself to pay for
the same when the house is finished and delivered to me.

Attest By,
A. Karpis,

John D. Montgomery.

Warrant May 17, 1866.

Specification No 3.

I, John Montgomery agrees to pay to Peter
Heiser one hundred and twenty five dollars. Extra for Making a
Square front to Store House on North side of Public Square.

Attest By,
A. Karpis,

John D. Montgomery

The State of Mississippi

Madison County

Personally appeared before
me E. D. Ward Clerk of the Probate Court of said County Geo D. Fearn
who being duly sworn made oath that the foregoing contract and
agreement was signed in his presence by the contracting parties
Peter Heiser and John D. Montgomery on the day and year therein
mentioned, also at the same time appeared before me A. Karpis
who being duly sworn made oath that the Memorandum attached
marked Specifications No's 2 & 3 was signed by John D. Montgom-
ery on the day and year therein mentioned.

Sworn to and subscribed before me
this 10th day of June A.D. 1866
E. D. Ward, Clerk

Geo D. Fearn
A. Karpis.

L H Pearce } Received for Record & Recorded June 4th 1866.

to Agreements }

M A Riley } The State of Mississippi

Madison County.

Articles of agreement made and entered into this the 19th day of October 1865 between Leonidas H Pearce of the first part and Mary A Riley (wife of Hugh Riley of the second part both of the State and County aforesaid. Witnesseth that they both have this day agreed to form a partnership for the purpose of keeping a Hotel or Tavern in the City of Canton in the County & State aforesaid, to continue for four years from the first day of January next (1866) and end on the 31st day of December 1869 (unless by mutual consent sooner dissolved) at the expiration of which time either partner shall have the right of withdrawing from the concern by a fair and amicable settlement with the same, or by mutual consent the business may be closed up. The name and style of the firm to be L H Pearce

The Capital to commence with to be six thousand dollars, each partner putting in three thousand dollars as their share, the said amount to constitute a joint fund and to be invested in such manner as the partners may think most advantageous for the benefit of the firm. All expenses and losses of the firm to be equally born by each of the partners. The profits arising from said business or partnership after each partner withdrawing from the concern his or her amount of Stock invested, to be equally divided. When the business shall be brought to a close, either partner shall have the right of disposing of his or her interest in the business by and with the full consent of the other first giving the other the refusal of purchasing his or her interest.

The name of firm shall not be used unless in any course of business of the firm. The amount of Capital invested by each to be kept up and not withdrawn until the expiration of the partnership agreement, when such other arrangements may be made as the parties may deem proper. In the event of death of either of the partners the business shall be continued to the expiration of the term herein specified by the surviving partner, and the representatives of the deceased, unless by the mutual consent of the surviving partner and the representatives of the deceased, it shall be agreed to bring the business to a close.

L H Pearce

The State of Mississippi

M A Riley.

Madison County. Personally appeared before me Mrs J Robinson a Justice of the Peace of said County the above named L H Pearce & Mrs M A Riley parties to the foregoing agreement, who severally acknowledged that they signed & executed the same on the day of its date as their proper voluntary act & deed for the purposes therein mentioned. As witness my hand & seal this 4th day of June 1866.

Mrs J Robinson J.P.

John G. Howard Read for Record & Recorded June 4th 1866.
J. G. Dudley }
W. H. Dudley }

This deed of Conveyance made and entered into the eleventh day of August in the year of our Lord one thousand eight hundred and sixty five between John G. Howard and W. H. Dudley all of the County of Madison in the State of Mississippi Witnesses, that for and in consideration of the sum of five thousand dollars paid Mrs E. M. Griffin by the delivery to her of twenty bales of cotton the said John G. Howard has this day bargained sold aliened and conveyed and by these presents does bargain sell alien and convey to the said W. H. Dudley the following parcel of land lying and situated in the town of Leander in said County known and designated as follows, to wit, commencing on the east side of the road or street leading in the direction of the late residence of Elisha Lot deceased at a plank fence a little above the lot and fence residence sold by James P. Adair to Augustus Clark and running with said road to the lane which divides said lot from the lot known as the Presbyterian Parsonage, thence westerly along said lane to its termination, thence east about Eighty yards to the plantation fence of Peyton S. Sutherland thence north along said fence to the lot of Mrs Elizabeth Purviance, thence east about two hundred yards, thence north about seventy five yards, and thence east along said plank fence to the beginning, except a small portion of said lot sold by the said Howard to J. P. Adair fronting on said road one hundred three & 1/2 feet extending back parallel with the lot of J. P. Adair two hundred and ten feet to a ditch and the said Howard binds himself his heirs Assigns &c to forever warrant and defend the title to the lands above conveyed to the said Dudley his heirs and assigns.

In testimony of which he has here set his hand & seal the day & date above written.

John G. Howard (Seal)

The State of Mississippi }

Madison County } Before me William Davis an acting Justice of the peace for said County this day came John G. Howard whose signature appears to the foregoing deed, who acknowledged that he signed and sealed the same on the day of the date thereof as his own voluntary act & deed for the purposes therein specified, Given under my hand & seal the 11th day of August A. D. 1865.

Wm Davis Jr (Seal)

50 " W. H. Revenue Stamps Annexed & cancelled }

Justice of the Peace,

Elizabeth Bennett } Received for Record May 25th 1866.
 1/2 Deed }
 Victoria Atkinson } Recorded June 7th 1866.

This Indenture made and entered into this the twenty fifth day of May 1866 between Elizabeth Bennett of the first part and Victoria L. daughter of said Elizabeth, and wife of L. M. Atkinson of the second part all of the County of Madison and State of Mississippi Witnesses, that the said Elizabeth party of the first part for and in consideration of the natural love and affection she bears her said daughter the said Victoria L. party of the second part and for the further consideration of the annual payment by the said Victoria L. to the said Elizabeth of the sum of One Hundred dollars during the term of the natural life of the said Elizabeth. Hath given granted bargained and sold and doth by these presents give grant bargain and sell unto the said Victoria L. all that certain tract or parcel of land lying and being in the County aforesaid and known as the West half of the East half, the West half of the North East Quarter, the East half of the North West Quarter, and the East half of the South West Quarter of Section twenty eight of Township nine of Range two East, containing two hundred and eighty acres more or less. To Have and to hold unto the said Victoria L. Her heirs and assigns forever, and to her and their only proper use benefit and behoof, free from and against the claim or claims of all and every person whatsoever claiming by through or under the said Elizabeth party of first part.

In witness testimony whereof the said Elizabeth party of the first part hath hereunto set her hand and affixed her seal the day and year first above written,
 Elizabeth Bennett

The State of Mississippi }
 Madison County S.S. } Personally appeared before the undersigned
 Clerk of the Probate Court in and for the County aforesaid
 duly elected, commissioned and qualified Elizabeth Bennett
 Grantor in the foregoing Indenture, who acknowledged that
 she signed sealed and delivered the same as and for her act
 and deed.

Given under my hand and the seal of said Court this
 the 25th day of May 1866.

E. D. Ward Clerk.

15 U.S. Revenue Stamps }
 Cancelled }
 Cancelled }
 Cancelled }

Jane S McMillie } Received for Records June 8th 1866
 J. J. Frost } Recorded June 9th 1866
 A. P. Hill }

The State of Louisiana

Parish of Orleans } This indenture made
 the 4th day of June eighteen hundred and sixty six, by & between
 Jane S McMillie of said Parish of the first part. A. P. Hill
 of the County of Madison State of Mississippi of the second part
 & Ann Van Vactor, of said County of the third part. Witnesseth that,

Whereas the said Jane devisee & legatee of the
 late Abram A McMillie, hath the day of the date hereof, agreed to
 pay to the said Anne the sum of five thousand dollars, to
 be taken in full discharge of a certain decree of the Probate
 Court of Madison County, State of Mississippi, in favor of
 said Anne, legatee under the will of her Grandmother, Abram
 McMillie, against the said Abram, executor of said will & to
 be taken also in full discharge of a certain agreement between
 the said Abram & Owen Van Vactor, husband of the party of the
 third part, on the 10th day of April 1861, which was designed to
 provide for the settlement of the decree aforesaid.

And whereas the said Jane hath, the day of the date hereof
 executed her five promissory notes, each for one thousand
 dollars, making up the five thousand dollars aforesaid, the
 first payable on the first day of June 1867, the second on the
 first day of June 1868, the third on the first day of June 1869
 the fourth on the first day of June 1870 and the fifth on the first
 day of June 1871, all drawn in favor of the said Ann Van Vactor
 or bears payable at Leanton, ^{State of} Mississippi, and bearing ten per
 cent interest from date.

Now the said Jane in order to secure more fully the payment
 of said notes, when they shall respectively fall due and in con-
 sideration of the sum of one dollar to her in hand paid at and
 before the sealing and delivery hereof, the receipt whereof is hereby
 acknowledged, hath granted bargained & sold, & by these presents
 doth grant bargain & sell to the party of the second part, trustee
 to carry out the provisions of this instrument the following lots
 tracts or parcels of land, situated in the County aforesaid & more
 particularly described as being lots seven eight & nine of 20 acres
 out of the north end of each of said lots, lying in section five township
 nine, range one east, also the whole of section nine, township nine
 range one east, containing by estimation eight hundred acres
 being the plantation in said County owned by the party of the first

part under the will of her sister, the late Louisa Anderson, wife of Peter Anderson, To have and to hold the said premises unto the said party of the second part & his successors forever, for the purposes contemplated in this instrument.

And it is covenanted & agreed on the part of the said Ann, that if she shall fail to pay either of said notes when they respectively fall due, the said party of the second part shall after giving six months notice by publication in some newspaper of Natchez Mississippi, proceed to sell so much of said land, by public auction for cash, before the Court house door, in said town, as shall be sufficient to satisfy the amount then in arrear, together with the expenses incurred by said proceeding & shall pay over to the party of the third part the sum then due her. And the said trustee shall have power thus to proceed as often as there shall be a failure to pay until all said notes are paid.

And it is further covenanted & agreed on the part of said Ann, that if the party of the second part shall die, decline, or otherwise become incapable of executing the trust aforesaid, then the said Ann, her executor or administrator, shall have power to appoint another to act in his stead with authority as full & ample as that with which the said Will is hereby clothed, & the said trustee who shall sell by virtue of this instrument is hereby authorized to convey to the purchaser or purchasers, by deed the title of the said Ann as fully as she herself could.

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

The State of Louisiana
Parish of Orleans

Ann S McWillis
A P Hill
Ann VanVactor

Personally appeared before the undersigned a Commissioner of Deeds for the State of Mississippi, Ann S McWillis of said parish mentioned in the foregoing and who acknowledged that she signed sealed & delivered said instrument as her act & deed for the purposes therein mentioned on the day & year therein stated, Given under my hand and an impress of my official seal at New Orleans, this fourth day of June in the year of our Lord, One thousand eight hundred and sixty six.

William Shannon Comr.

The State of Mississippi

Madison County Personally appeared before the undersigned Mayor of the City of Natchez, & ex officio Justice of the Peace in & for said County A P Hill & Ann VanVactor, who acknowledged ^{that} they signed sealed & delivered the foregoing instrument of writing as their act & deed on the day & year therein written.

Given under my hand & seal this 8th day of June, Eighteen hundred & sixty six.

W. S. Rummer Stamps
Witnessed & Executed

W. S. Bailey Mayor of the City of Natchez
& Justice of the Peace

Catharine Simmes Ex^{or}

vs Deed

Carroll Smith

Received for Record & Records June 12th 1866


This Instrument made the twelfth day of June in the year of Our Lord one thousand eight hundred and sixty six between Catharine Simmes Executrix of the last Will and testament of Thomas Simmes deceased of the County of Madison in the State of Mississippi of the one part, and Carroll Smith of the town of Canton in the County and State aforesaid of the other part witnesses

That the said Catharine Simmes Executrix as aforesaid for and in consideration of the sum of twenty five hundred dollars to her in hand paid by the said Carroll Smith at and before the sealing and delivery hereof, the receipt whereof she doth hereby acknowledge, and thereof acquit and forever discharge the said Carroll Smith his heirs Executors and Administrators.

By these presents have granted bargained sold aliened conveyed released and confirmed, and by these presents do grant bargain sell alien convey release and confirm unto the said Carroll Smith and to his heirs and assigns, all that lot or parcel of land situate lying and being in the said town of Canton, in the County and State aforesaid, known and described as follows to wit, Forty feet fronting on Centre Street, running north two hundred feet, it being forty feet wide by two hundred feet long, and the eastern part of lot four, in Square two in said town, commencing at a corner where Union and Centre Streets intersect, thence along said Centre Street east forty feet thence north two hundred feet, thence west forty feet to Union Street, thence south along the margin of Union Street two hundred feet to where said Union Street intersects Centre Street to the beginning according to the original Survey of said town of Canton together with all and singular other the buildings rights liberties privileges hereditaments, and appurtenances whatsoever and whosoever belonging or in any wise appertaining and the accretions and remainders, rents issues and profits thereof, And also all the estate, right, title interest property, claim and demand whatsoever of her the said Catharine Simmes Executrix as aforesaid and of the heirs at law of the said Thomas Simmes deceased in law or equity or otherwise howsoever of in to or out of the same, To have and to hold the said lot or parcel of land hereditaments and premises hereby granted or mentioned, or intended so to be with the appurtenances unto the said Carroll Smith his heirs and assigns to the only proper use and behoof of the said

Carroll Smith, his heirs and assigns forever. And the said Catharine Simmes Executrix as aforesaid, for herself her heirs executors and administrators, and for the heirs executors and administrators of the said Thomas Simmes deceased, doth covenant promise grant and agree, to and with the said Carroll Smith his heirs and assigns, by these presents that she the said Catharine Simmes Executrix as aforesaid and her heirs and the heirs of the said Thomas Simmes deceased, the said above mentioned and described lot or parcel of land hereditaments and premises hereby granted or mentioned or intended to be with the appurtenances unto the said Carroll Smith his heirs and assigns and against her the said Catharine Simmes Executrix as aforesaid and her heirs and the heirs of the said Thomas Simmes deceased and against all and every other person, or persons whomsoever lawfully claiming or to claim, by, from, or under her, them or any of them, shall and will warrant and forever defend, by these presents.

In witness whereof I the said Catharine Simmes Executrix as aforesaid have hereunto set my hand and seal this twelfth day of June A D 1866.

Catharine Simmes. 
 Executrix of the last will & testament
 of Thomas Simmes deceased.

The State of Mississippi }
 County of Madison } Personally appeared before me E
 D. Ward Clerk of the Probate Court of the County of Madison aforesaid, the within named Catharine Simmes Executrix of the last will and testament of Thomas Simmes deceased and acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein mentioned, as her act and deed, and for the purposes therein named.

Given under my hand and the seal of said Court this 12th day of June A D 1866.
 E D Ward Clerk.

25 W. Revenue Stamps
 Annulled & Cancelled

W I Kendall & Wife } Recd for Record June 14th 1866.
 J B Dent } Recorded June 14th 1866.
 T I Richards }

This Indenture made and entered into this twenty sixth day of May in the year of our Lord one thousand eight hundred and sixty six between William I Kendall and Mary I Kendall his wife of the County of Madison and State of Mississippi of the first

part and J I Richards of the County of Madison and State of Mississippi of the second part. Witness that the party of the first part for and in consideration of the sum of four thousand five hundred dollars to them paid by the party of the second part: the receipt whereof is truly acknowledged, hath given granted bargained sold and conveyed, and by these presents do give grant bargain sell convey and confirm unto the party of the second part, and his heirs in fee simple forever a certain lot or parcel of land situate lying and being in the County of Madison City of Leanton and State of Mississippi known and described as follows. to wit, Beginning at a stake two hundred feet due South of the South West Corner of the female Academy in Liberty Street thence south with said street two hundred feet thence east four hundred feet, thence north two hundred feet thence West four hundred feet to the beginning, being the same lot or piece which was conveyed to Wm & M^{rs} Florence by George Leathorn by deed dated 2nd April 1839 and recorded in Book of Deeds C^F, page 432 in the Probate Clerks Office, of said County and also the same lot conveyed by deed from W I Taylor & wife to said W I Kendall dated twenty fifth day of August 4th 1815. & Recorded in Book of Deeds C^F, page 182 & 183 in the probate clerks Office of said County.

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 themselves and their heirs, executors and administrators do hereby covenant to and with the party of the second part and his heirs, that they are lawfully seized in fee of the aforegranted land and premises, that the same are free from all incumbrances, that they have good right to sell and convey the same as aforesaid, and that they 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 demands of all and every person whomsoever.

In testimony whereof the party of the first part have hereunto set their hands and affixed their seals the day & year first above written

Signed sealed & delivered in presence of }
 J M Anderson, }
 }
 }

W I Kendall
 W I Kendall

(Seal)
(Seal)

The State of Mississippi

Madison County } Personally appeared before me E. D. Ward Clerk of the Probate Court in & for said County W. I. Tindall and Mrs. I. Tindall his wife, grantors in the foregoing deed with whom I am personally acquainted who severally acknowledged that they signed sealed and delivered the within and foregoing deed on the day and year therein mentioned as their voluntary act and deed for the purposes therein expressed, and the said Mary I. Tindall being examined by me privately separately and apart from her said husband acknowledged that she signed sealed and delivered the said deed on the day and year therein mentioned 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 Court at Office in the City of Canton this 24th day of May A. D. 1866.
E. D. Ward, Clerk.
44 U.S. Revenue Stamps
Annexed & cancelled

H. L. F. Henderson } Filed for Record and Recorded June 15th 1866.
To } Deed

Minnie P. Henderson } The State of Mississippi
Madison County } I know all men

by these presents that I H. L. F. Henderson of the County and State aforesaid, for and in consideration of the sum of eighteen hundred and fifty (1850) dollars to me in hand paid have granted bargained sold released and conveyed, and by these presents do grant bargain sell & convey to Minnie P. Henderson of the County and State aforesaid a piece or parcel of land in the City of Canton and State aforesaid, known and described as follows. Beginning at the North West corner of L. P. Pontrelands lot and running west eighty feet, thence south three hundred and fifty six feet, thence east eighty feet, thence north three hundred & fifty six feet to the beginning, together with all and singular the rights and members, hereditaments and appurtenances thereto belonging or in anywise added or appertaining.

To Have and to Hold all and singular the premises aforesaid with the appurtenances to the said Minnie P. Henderson aforesaid her heirs and assigns forever, and I the said H. L. F. Henderson do hereby for the consideration, do hereby covenant and agree to and with the said Minnie P. Henderson aforesaid that I am now at the date of these presents lawfully seized as of my own demise as of fee of the premises aforesaid and have the lawful right to convey the

same, and the said premises are free and clear of all manner of incumbrances, and the said W L F Henderson doth hereby warrant and forever defend all and singular the said premises with their appertinances against himself and his heirs and against all other persons claiming or to claim the same or any part thereof. Witness my hand and seal this 22nd day of March Anno Domini 1866.

W L F Henderson

The State of Mississippi }
 Madison County }
 Personally before me Clerk of the Circuit Court of said County came the above named W L F Henderson, who acknowledged that he solemnly signed sealed and delivered the foregoing as his act and deed on the day and year herein mentioned,

Given under my hand & seal of said County this the 22nd day of March 1866.
 Geo Dawson Clk.

Amused & cancelled

John T Cameron Trustee

To Deed

John Montgomery

Filed for Record June 15th 1866

The State of Mississippi }
 Madison County }
 Whereas Edward

R Lewis on the 12th day of November 1860 executed a deed to the undersigned which is duly recorded in the Probate Clerk's Office of said County in Book P pages 431 & 432 in trust to secure a certain note executed by Edward R Lewis payable to John Montgomery for twelve hundred dollars with interest at ten percent per annum from date until paid, dated the 12th day of November 1860 and due and payable 12th November 1861. Said deed conveying the property herein after described, and whereas default having been made in the payment of said note according to its tenor & 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 12th day of February A.D. 1866 before the Court House door 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 said City, the lot or parcel of ground specified in said trust deed, they being the land hereinafter conveyed, and John Montgomery became the purchaser he being the highest and best bidder, at the sum of one thousand dollars.

Therefore the said John T Cameron party of the first part for and

in consideration of the premises and the payment of said sum of money, hath granted bargained sold and conveyed, and by these presents doth grant bargain sell and convey unto said John Montgomery (Sr) party of the second part, the following described lot or parcel of ground situate lying and being in the City of Canton, County and State of Missouri to wit, Beginning 38 1/2 feet from the South east corner of lot No 3 in Square No 2 according to the plat of the town of Canton on Centre Street, thence west 33 feet to a stake, thence north 20 feet to a stake, thence east 33 feet to a stake, and thence south 20 feet to the beginning.

To Have and to hold the premises above granted, with the appurtenances thereto belonging to the said John Montgomery (Sr) his heirs Executors administrators and assigns forever.

Given under my hand & seal this 15th day of June A D 1866.

John T Cameron (Sr)
Trustee &c.

The State of Mississippi

Madison County } Personally appeared before me E D Trade Clerk of the Probate Court of said County, John T Cameron Trustee who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned and for the purposes therein expressed as his voluntary act and deed.

Given under my hand and the seal of said Court at Office in the City of Canton this 15th day of June A D 1866.

15th W S Revenue Stamps

E D Trade Clerk,

Annexed cancelled

W L Gilmer

and J. Agnew

W L & R B Howell

} Filed for Records and Recorded June 16th 1866.

State of Mississippi

Madison County } This agreement made and entered into this 15th day of June 1866, between W L Gilmer of said County and State of the first part, and W L Howell and R B Howell of the same County and State of the second part, it is mutually agreed that said W L Gilmer in consideration of the covenants of the parties of the second part, hereinafter contained, has furnished and delivered to said parties of the second part, three hundred and twenty pounds of meat of the value of Eighty dollars also at a subsequent time, thirty two pounds of Bacon of the value of Eight 96/100 Dollars - (17 1/2) seventeen and 1/2 pounds Ham of the value of five 25/100 Dollars. Two barrels of Pork of the value of Seventy two dollars. One hundred and thirty three 3/4 bushels corn of the value of one hundred and ninety eight 1/100 Dollars. Seven hundred and

Cancelled by entering into an agreement dated July 10 1866 in relation to same
Subject matter C. L. Gilmer

thirty pounds of Hay of the value of twenty dollars, also two bales of Hay of the value of fifteen dollars, and one Barrel of Meal of the value of seven dollars. All these for the purpose of enabling the said parties of the second part to carry on farming operations on the land now owned or claimed to be owned by the said M. W. Starnell.

And said C. L. Gilmer does furthermore covenant and agree to and with said parties of the second part to furnish them in addition to the articles already furnished them and for the purpose as aforesaid by or before the last day of December next. Seven hundred and thirty 1/2 pounds of meat and one hundred and sixty six 1/2 Bushels of Corn. And said M. W. Starnell and P. B. Starnell, in consideration of the receipt of said food and provender, furnished as aforesaid and in consideration of the Covenants of the party of the first part made to them, do covenant and agree to and with him to pay over or deliver to him, as soon as the same can be ascertained one third part of the Cotton Crop made or raised on said land, during said year. Said one third part to be ginned and packed up in good order.

And said M. W. Starnell and P. B. Starnell do also covenant and agree to and with said party of the first part, to refund to him out of the proceeds of their crop, one half of the amount of money which he has expended for food and provender, or which he may hereafter expend for food, in the performance of his covenants made to them. And said M. W. Starnell + P. B. Starnell do furthermore covenant and agree to and with the said party of the first part to hold the Cotton Crop, to be raised or made by them, during said year, bound for the payment of the money Expended for food and provender, or to be expended for food by the said party of the first part in the performance of his Covenant to them, and that the money expended or to be expended, as aforesaid shall be a good and valid lien on the said crop. In testimony whereof the parties of the first and second part have hereunto set their hands, seals, the day & year above written.

10 1/2 U.S. Revenue Stamps
annexed & cancelled

C. L. Gilmer
M. W. Starnell
P. B. Starnell

State of Mississippi } Personally appeared before me clerks of the Circuit
Madison County } Court of said County the above named C. L. Gilmer
M. W. Starnell and P. B. Starnell who acknowledged that they signed sealed and delivered the foregoing agreement, on the day & year therein mentioned, as their act & deed.

Given under my hand & seal of said Court this 15th day of June 1866
Geo Dawson
Clerk

O A Lockett Trustee }
 To L Dues } Filed for Record & Recorded June 22, 1866.
 J W Burbridge }
 The State of Mississippi

Madison County } This Indenture entered
 into and executed this 16th day of April 1866 by and between Oliver
 A Lockett of the County of Madison and State of Mississippi of the
 first part and J W Burbridge of the City of New Orleans and State
 of Louisiana of the second part Witnesses that whereas under a
 certain deed of Trust executed on the 11th day of February 1860
 by M S McKis and his wife Margaret McKis & recorded on
 28th February 1860 in the Probate Clerks Office of Madison
 County in Books of Deeds P pages 224 & 225. the said party of
 the first part did on the said 16th day of April 1866 as surviving
 Trustee named in said deed proceed to sell to the highest bidder
 before the door of the Court House in Canton Madison County Miss-
 issippi the following described tract or parcel of land lying
 and being in said County and mentioned in said deed viz Lots
 2, 4, 5, 7 & 8 & one third of lot six in section fifteen (15) Two thirds
 of North east quarter and east half of North West quarter and
 South half of section twenty two and two thirds of North West quarter
 of Section twenty seven, all in in township ten (10) Range two
 (2) east. containing by estimation twelve hundred and fifty
 acres, which said deed of trust was executed by the said
 McKis & wife in order to secure J W Burbridge and Thomas O
 Walker doing business under the firm name and style of
 J W Burbridge & Co in the prompt and punctual payment of
 the following promissory notes executed by the said M S
 McKis and one R M Latusis and delivered to the said J W
 Burbridge & Co viz. One for five thousand dollars due at eleven
 months after date one for five thousand dollars due at twelve
 months after date, one for five thousand dollars due at thirteen months
 after date and one for ten thousand dollars due at fourteen months
 after date each of said notes bearing date 9th February 1860 and
 carrying interest at the rate of nine per cent per annum from
 maturity until paid and whereas the said party of the second part
 did appear at said sale and bid for said land the sum of
 nineteen thousand three hundred and forty five dollars and seventy
 five cents which being the best and highest bid, the said land
 was knocked off to him.

Now therefore I Oliver A Lockett surviving
 Trustee as aforesaid the premises considered as bargain sell

and convey unto the party of the second part his heirs and assigns
 all the right title claim and interest which the said Michael &
 McKis and his wife Margaret McKis had in and to said before
 mentioned and described tract or parcel of land it being the
 intention of this deed to convey to the party of the second part
 only such title or interest as was vested in one by said deed of trust
 and I hereby covenant and agree with the party of the second part
 to warrant & defend such title only in and to said described tract
 or parcel of land as was vested in one by operation of said deed
 to him and his heirs against the claim of myself and against the
 claims of all persons who may claim the same under or through
 the said M & McKis and Margaret his wife or either or both of
 them.

In testimony whereof witness my hand and seal this 11th day of
 April 1866.

W. H. Starnes Stamp
 Annulled & cancelled

O. A. Luckette Trustee

Personally appeared before me Oliver A. Luckette who acknowledged
 that as trustee in a certain deed of trust above and before referred
 to & described, he signed sealed and delivered the above and
 foregoing deed on the day and year therein named and for the
 purposes and objects therein stated.

Given under my hand & seal of Office this 7th day of May 1866.
 E. S. Grand Clerk.

J. H. Malheurin & wife }
 & Deed }
 Thomas White }

Filed for Record & Recorded June 22nd 1866.

This instrument made and entered into this 20th
 day of June A D 1866. between Saml H Malheurin of the County
 of Madison & State of Missippi & Mary A his wife parties of the
 first & Thomas White of the same County & State party of the second
 part Witnesses. That the said parties of the first for and in consideration
 of the sum of three thousand dollars to them in hand paid by the
 said party of the second part the receipt whereof is hereby acknowledged
 the said parties of the first part hath granted bargain sold and
 conveyed and by these presents doth grant bargain sell and convey
 unto the said party of the second part the following described
 tract or parcel of land to wit. the N W 1/4 of Section No three & the
 W 1/2 of the N E 1/4 & the N 1/2 of the E 1/4 of the N E 1/4 Section No three & the
 N 1/2 of the W 1/2 of the S W 1/4 Section No three, all in township No 7 Range
 No east containing by estimation three hundred & twenty acres

In the same more or less and all lying and being in the County of Madison & State aforesaid, to have and to hold the herein before granted and described premises and the appurtenances to the same belonging unto the said party of the second part and his heirs and assigns in fee simple forever, and the said parties of the first part for themselves their heirs Executors & covenants to and with the said party of the second part his heirs and assigns that they will and they shall the herein before granted and described premises and every part thereof unto him the said party of the second part his heirs and assigns against the claims of all persons forever warrant and defend firmly by their presents, In testimony whereof the said parties of the first part hath hereunto set their hands and seals the day and year first above written.

33rd U.S. Revenue Stamps
 unused & cancelled

Saml H Mulhrein
 Mary E Mulhrein

The State of Mississippi
 Madison County

Personally appeared before the undersigned a Justice of the Peace in and for said County, the within named Saml H Mulhrein and Mary E Mulhrein his wife, who severally acknowledged that they signed sealed and delivered the within deed on the day and year therein mentioned as their own act and deed. The said Mary E Mulhrein on private examination, separate and apart from her said husband acknowledging that she signed sealed and delivered said deed as her voluntary act and deed, fully without any fear threat or compulsion of her husband, Given under my hand and seal this 21st day of June A.D. 1866.

R. E. Andrews J.P.

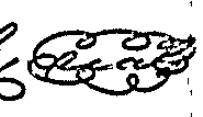
Charles C Clatworthy }
 To } Deed
 Edmund Daly }

Filed for Record and Recorded June 23, 1866.


This Indenture made and entered into this twenty first day of April eighteen hundred and sixty six between Charles C Clatworthy of the first part and Edmund Daly of the second part all of the County of Madison and State of Mississippi. Witnesseth, That said party of the first part for and in consideration of the sum of two thousand and fifty dollars to him in hand paid by the party of the second part and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained and sold and by these presents do grant bargain sell convey and confirm unto said party of the second part his heirs and assigns forever a certain tract or parcel of ground situated lying and being in the County and State aforesaid and in the City of

Canton bounded and described as follows to wit. Beginning at a Stake at the intersection of two streets one running east and the other South of the property of the New Orleans Jackson & Great Northern Rail Road Company and forty feet South of the South East Corner of said Rail Road Lot thence west about three hundred & ten feet to a stake street running North and South thence south with said Street One hundred feet. thence east about three hundred & ten feet to the street running east of said Rail Road Lot and thence North with said Street One hundred and ten feet to the beginning, to have and to hold said Lot or parcel of ground with all the appurtenances thereto belonging with said party of the second part his heirs Executors Administrators and assigns forever. And the said party of the first part for themselves their heirs Executors and Administrators hereby covenant to warrant and defend the title to said Lot or parcel of ground to said party of the second part his heirs &c from and against the claims or claims either legal or equitable of any and all persons whomsoever claiming the same or any part thereof forever.

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

for ^{5th} William Stamps }
 Annexed & sealed } to be Relatorshy 

The State of Mississippi }
 Copiah County } Personally appeared before me John
 T. Heath Mayor of the Town of Crystal Springs and Ex-officio
 Justice of the Peace of said County and State of aforesaid Charles C
 Relatorshy who acknowledged that he signed sealed and delivered
 the within deed as his own act and deed on the day and date
 within written.

Given under my hand & seal this 7th day of June 1866.
 Jno T. Heath Mayor & C. C. & P. 

Margaret L. Johnson }
 To } Deed } Filed for Record & Recording June 26th 1866.
 Daniel Mann } 

This Deed was made this 11th day of April One thousand eight hundred and sixty six between Margaret L Johnson of the County of Madison and State of Mississippi party of the first part, and Daniel Mann of the same County and State. Witnesseth that the said party of the first part for and in consideration of the sum of five thousand two hundred and fifty dollars to her in hand paid, the receipt of

which is hereby acknowledged, has granted bargained sold and conveyed and does hereby grant bargain sell and convey unto the said Daniel Mann his heirs and assigns forever the following described land or parcel of ground, situated in the County of Madison aforesaid, named the North half of the South half of section twenty two (22) of township Eight (8) Range 1 East. Up ten acres out of west side of said subdivision To have and to hold the above described land with all the buildings and improvements thereon or in any wise appertaining, to the only proper use benefit and behoof of him the said Daniel Mann his heirs and assigns forever. And the said party of the first part for herself her heirs executors and administrators covenants and agrees with the said D Mann his heirs and assigns that she is lawfully seized and possessed of said land, that it is free from all incumbrances unless it be taxes, which must be paid according to agreement by the said D Mann. And she will forever warrant and defend the title to the same against the lawful claim or claims of any and all persons whatsoever.

In testimony whereof the said party of the first part has hereunto set her hand and affixed her seal the day and date above written

M L Johnston

The State of Mississippi
Madison County

Personally appeared before me the undersigned an acting Justice of the Peace in and for the County of Madison the within named Margaret L Johnston who acknowledged that she signed sealed and delivered the foregoing deed as her act and deed on the day and year therein mentioned

Witness my hand & seal this 16th day of April A D 1866.

R E Andrews J Peace
3rd Jolies Dist Madison Co.

77⁵⁰ U.S. Revenue Stamps
Annexed & cancelled

S J Mosby }
To } Deed }
Madison County }

Filed for Record & Records June 28, 1866.

This Indenture made this 22nd day of June A D 1866, between S J Mosby of the first part and the County of Madison State of Mississippi of the second part. Witnesseth, that the sd party of the first part for and in consideration of the sum of One dollar in hand paid

has this day bargained sold aliened and conveyed to the sd party of the second part all his right title and interest in and to a certain lot of ground lying and being in said County and State, bounded and described as follows to wit, Beginning at the S E corner of the Canton cemetery and running thence along the Southern boundary of sd Canton cemetery west 456 feet to the corner of a fence, thence south 24 feet to a stake, thence east in a line parallel with the S line of said Canton cemetery 456 feet, thence N 24 feet to the beginning. Being that part of said Mosby's land purchased from B. W. Sanders by said Mosby, and used as a place of interment for "Confederate dead" by the Military authorities lately in command at this point (Canton) - and containing in all about 1/4 of an acre.

To have and to hold said lot or parcel of ground with all the appurtenances thereto belonging or in any wise appertaining to the said party of the second part forever, and the said party of the first part hereby covenants and agrees to warrant and defend the title to said lot or parcel of ground to said party of the second part against the claims of all persons whomsoever.

In testimony whereof said party of the first part has hereunto set his hand and seal on the day and year first herein written.
 S. I. Mosby

The State of Mississippi

Madison County } Personally appeared before me
 E. D. Ward Clerk of the Probate Court in and for said County
 S. I. Mosby who acknowledged 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 the seal of said Court at Office in the City of Canton this 28th day of June A. D. 1866.
 E. D. Ward Clerk,

W. J. F. Britton }
 J. J. Davis }
 Geo. W. & H. J. Harris }

Recd for Record & Recorded July 2nd 1866

Know all men by these presents that we the undersigned William J. Britton and Francis A. Britton his wife of the County of Madison and State of Mississippi have this day bargained sold aliened and confirmed & do hereby bargain sell alienate and confirm for ever in consideration

of ten dollars to us in hand paid together with interest in certain other real estate made over to us by Geo L. Harris and Helen S J Harris his wife unto the said Helen S J Harris her heirs and assigns forever all our right title and interest in & to a certain tract or parcel of land in Madison County Miss. being our reversionary interest in the estate known as Annandale, the residence of Mrs Margaret L Johnston, widow of John T Johnston deceased, and described as follows to wit, South half of ten acres out of west side of Section twenty two, South half of Section twenty three (23) all of Section twenty six (26) North east quarter & east half of north West quarter of Section twenty seven (27) all of Township Eight Range one (1) east, and we hereby bind ourselves our heirs and assigns forever to warrant and defend the said right and interest unto the said Helen S J Harris her heirs and assigns in said property with all privilege hereditaments or tenements pertaining, against the lawful claims of any and all persons whatsoever.

In testimony whereof we have this day set our hands and seals
 J. W. S. Revenue Stamp
 Annandale Cancelled
 J. A. Britton Seal
 J. A. Britton Seal

The State of Mississippi
 Harrison County } Personally appeared this day before me
 Finley B. Starn, Recorder in and for said County, W. J. Britton
 formerly of Madison County, now of New Orleans who acknowl-
 edges that he signed sealed and delivered the foregoing instrument
 for the purposes therein contained, and also at the same time and
 place Fannie A. Britton wife of said W. J. Britton, who being
 examined by me separate and apart from her said husband and
 acknowledged that she freely and of her own accord signed
 sealed and delivered the foregoing instrument for the purposes
 therein contained, as her voluntary act and deed without fear
 or compulsion of her said husband,

Given under my hand & seal this 25th day of June 1866.
 F. B. Starn
 Recorder.

Geo L Harris & Helen S J Harris
 J. L. Deas } Read for Record & Recorded July 2nd 1866
 M. L. Johnston }

Know all men by these presents that the undersigned Geo L Harris and Helen S J Harris his wife of the County of Madison and State of Mississippi for and in consideration

of the sum of eighteen thousand four hundred and sixty eight dollars to us in hand paid by Margaret L. Johnstone of the County and State aforesaid have bargained and sold to the said M. P. Johnstone all our right title and interest in and to a certain estate lying and being in Madison County Miss being the reversionary interest lately owned by W. A. Britton and wife & conveyed to us in deed recorded in Book page in the records of said County, together with our own reversionary interest right & title in & to the same property, with all the privileges rights here attachments thence pertaining to have and to hold as her lawful property, and we bind ourselves our heirs and assigns to warrant and defend the title to said interest unto the said Margaret L. Johnstone her heirs and assigns forever against the lawful claims of any and all persons whatsoever.

In testimony whereof we have set our hands and affixed our seals this 9th day of February 1866.

418th W. A. Britton Stamps
Annexed & Cancelled

Geo. W. Harris Seal
H. S. Harris Seal

The State of Mississippi
Harrison County: Personally appeared this day before me John Brill, Justice of the Peace in and for said County, Geo. W. Harris of the same County who acknowledged that he signed sealed and delivered the foregoing instrument for the purposes therein contained, and also at the same time and place Helen S. Harris wife of Geo. W. Harris, who being examined by me separate and apart from her said husband acknowledges that she truly and of her own accord signed sealed & delivered the foregoing instrument as her voluntary act and deed for the purposes therein contained, without fear or compulsion of her said husband.

Given under my hand and seal this 25th day of June A. D. 1866.

John Brill J. P. Seal

M L Johnston

To Deed

Henrietta A Richardson

Filed for Record & Record July 2nd 1866.

This Deed was made this ninth day of February A.D. one thousand eight hundred and sixty six, between Margaret L Johnston of the County of Madison and State of Mississippi of the first part, and Henrietta A Richardson of the City of Boston and State of Massachusetts (Witnesseth),

That said party of the first part for and in consideration of the sum of thirty thousand dollars, five thousand of which is in hand paid and twenty five thousand of which is secured to be paid her by said party of the second part, the receipt of which money and security is hereby acknowledged, has granted bargained sold and conveyed, and does hereby grant, bargain, sell and convey to the said Henrietta A Richardson her heirs and assigns forever, all the following described land situated in said County of Madison and known as the Annandale Estate and more particularly designated and described as follows, viz:

The South half of Section twenty three (23), all of Section twenty six (26), the north east quarter and the east half of the north west quarter of Section twenty seven (27) and the south half of the south half of section twenty two (22) less ten acres out of the west side of said subdivisions, all of the said lands being in Township Eight (8) of Range One (1) east, containing thirteen hundred and fifty acres, or the same, more or less.

Together with all the stock of mules, cattle, hogs, sheep, waggon gear, farming tools and implements, corn, fodder, cotton seed, salted meat &c now on said Annandale Estate and that belongs thereto.

To have and to hold the above described land and personal property to the only proper use, benefit and behoof of her the said Henrietta A Richardson, her heirs and assigns forever, as her sole and separate property. And the said Margaret L Johnston for herself her heirs, Executors and Administrators covenants with the said Henrietta A Richardson her heirs and assigns, that she is lawfully seized and possessed of said land and other property, and that they are free from all incumbrances whatsoever, and that she will forever warrant and defend the title to the same against the claims or claims of all and every person or persons whatsoever.

In testimony of which said party of the first part has hereunto set her hand and affixed her seal this day and year first above written.

W. H. Thomas Stamp Lunenburg cancelled

M L Johnston (Seal)

The State of Mississippi
Harrison County I personally appears this day before me
John Brill an acting Justice of the peace in and for said County
My M L Johnston formerly of Madison County now of Harrison
County who acknowledges that she signed sealed and delivered
the foregoing instrument on the day and year therein mentioned
as her act and deed for the purposes therein mentioned.

Given under my hand and seal this 25th day of June 1866.
John Brill

M L Johnston
Helen S Harris
Geo W Harris
L J Bill Sale of furniture
Henrietta A Richardson

Filed for Record & Recorded July 20th 1866.

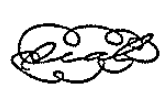
I know all men by these presents that me
Margaret L Johnston, George W Harris and Helen S Harris his wife
all of the County of Madison and State of Mississippi, for and in consideration
of the sum of twenty thousand dollars to them in hand paid by
Henrietta A Richardson of the City of Boston and State of
Massachusetts, the receipt of which is hereby acknowledged
have this day sold and do hereby sell transfer and convey to
said Henrietta A Richardson her heirs and assigns all the
household and kitchen furniture of every description in the
mansion house and adjacent buildings on the Anandaale
Estate in Madison County Miss this day sold & conveyed
by said M L Johnston to said H A Richardson, with the
following exceptions and reservations to wit.

The furniture in the chamber and boudoir of My Helen S Harris
and the furniture in the chamber of My M L Johnston, all the
books, Mantel clocks, silver and silver plate, vases and other
articles of iron ornament, bed clothing, table linen and
table cover, with the above named exceptions are do hereby
sell and convey to said Henrietta A Richardson, all the household
and kitchen furniture whatsoever on the said Anandaale Estate
and bind ourselves our heirs Executors and Administrators to
for ever warrant and defend the title to the same against the
claim or claims of all and every person or persons whatsoever.

Witness our hands and seals this 9th day of February A D 1866.

10th W. D. Stamp
unused & cancelled

Geo W Harris
H S Harris
M L Johnston

The State of Mississippi
 Harrison County } Personally appeared this day before me
 John Brill a Justice of the Peace in and for said County My M L
 Johnson & Geo W Harris now of the same County who acknowledged
 that they signed sealed and delivered the foregoing instrument for
 the purposes therein contained, and also at the same time and
 place My Helen J Harris who being by me examined separately
 and apart from her husband, the said Geo W Harris, acknowledges
 that she freely and of her own accord without fear or compulsion
 of her husband, did sign seal and deliver the foregoing instrument
 for the purposes contained,
 Given under my hand & seal this 25th day of June 1866.
 John Brill J.P. 

Henrietta A Richardson }
 and J P Richardson }
 To } Mortgage }
 M L Johnson }
 Recd for record and recorded July 20th 1866

This Indenture made this 9th day of February
 A D 1866 between Henrietta A Richardson and J P Richardson
 of the City of Boston, and State of Massachusetts parties of the
 first part and Margaret L Johnson of the County of Madison
 and State of Mississippi party of second part. Written & attested.

That said parties of the first part for and in consideration of
 the sum of ten dollars to them in hand paid by said party of the
 second part, the receipt of which is hereby acknowledged, and for
 the further consideration hereinafter mentioned, have granted bargained
 sold and conveyed, and do hereby grant bargain sell and convey to
 the said Margaret L Johnson her heirs and assigns forever, all
 the following described lands and personal property situated and
 being in said County of Madison Viz,

The south half of section twenty three, all of section twenty one
 the NW 1/4 and the E 1/2 of the N 1/2 of section twenty seven, and the
 South half of the south half of section twenty two, less ten acres off
 of the west side thereof, all said lands being in Township Eighth
 of Range one East, containing thirteen hundred and fifty acres
 of land more or less, together with all the household and kitchen
 furniture on said premises this day sold by said M L Johnson
 George W and Helen J Harris to said H A Richardson,

To have and to hold, the above described lands and personal
 property with all the improvements on said lands, to the only
 proper use benefit and behoof of & her the said M L Johnson.

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 her heirs and assigns, that they will forever warrant and defend the title to the said lands against the claims claims of all and every person whatsoever,

This deed however is intended to operate as a Mortgage to secure the prompt payment of a note of issue date heretofore for the sum of twenty five thousand dollars, executed by said parties of the first part, payable to said party of the second part or her order on the first day of January next at the first National Bank of Jackson Mississippi, and bearing interest from date at the rate of ten per cent per annum until paid.

It is should said parties of the first part will and truly pay said note and interest thereon at Maturity, then this deed of Mortgage to be void and of no effect, otherwise to remain in full force. 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,

W. Sherman
Stamps Annexed Canceled

Henrietta A Richardson
Josiah P. Richardson

State of Mississippi
County of Madison

Personally appeared before me the undersigned, a Justice of the Peace in and for said County of Madison the above named Henrietta A Richardson and J. P. Richardson her husband who acknowledged that they signed sealed and delivered the foregoing deed of Mortgage as their act and deed on the day and year therein mentioned,

And the said Henrietta A Richardson on a private examination before me separate and apart from her said husband, acknowledged that she signed sealed and delivered the foregoing deed of Mortgage as her voluntary act and deed, freely and without any fears threats or compulsion of her said husband.

Given under my hand and seal this 30th day of May A.D. 1866.

Robt E Andrews

Mark Hoyt } Filed for Record June 29th 1866.
 To } Deb } Recorded July 2nd 1866.
 William Hoyt }

This Indenture made this twenty first day of May, A. D. One thousand eight hundred and sixty six between Mark Hoyt of the City of New York of the first part and William Hoyt of Stamford in the State of Connecticut of the second part. Witnesseth. That said party of the first part for and in consideration of the sum of Eleven thousand dollars to him in hand paid by said party of the second part. the receipt of which is hereby acknowledged. Has granted, bargained, sold, released, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, release convey and confirm unto the said William Hoyt, his heirs and assigns forever, One equal undivided one half part or share of All the following described land situated in Madison County Mississippi and more particularly designated and described as follows. All of Section twenty one (21), the north half and the south west 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 (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 number 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 twenty two hundred and twenty acres of land. For the same consideration said party of the first part has sold said party of the second part, one undivided half of all the personal property of every description on or that belonged to said plantation at the time the same was conveyed to said party of the first part, 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. To Have and to Hold the above described lands with their improvements and appurtenances to the only proper use, benefit and behoof him the said William Hoyt his heirs and assigns forever. And the said party of the first part for himself, his heirs executors and administrators covenants with said William Hoyt his heirs and assigns forever, that he is lawfully seized and possessed of said lands, that said lands are free from all incumbrances, and that he is fully authorized to convey the same, and he further covenants and agrees with said party of the second part that he will forever warrant and defend the title of said lands to him, his heirs, executors and assigns, against the claims or claims

of all persons whatsoever.

In testimony of which said Mark Hoyt has hereunto set his hand and affixed his seal the day and year first above written, "The words one undivided half of" and at the time the same was conveyed to said party of the first part, being first intended, signed sealed and delivered in the presence of Mark Hoyt Charles Tuttleton Nathaniel Gill

11th U.S. Revenue Stamps
Assessed & Cancelled

State of New York
City & County of New York

It is remembered that on this twenty first day of May A.D. 1866. before the undersigned Charles Tuttleton a Commissioner resident in the City of New York duly commissioned and qualified by the executive authority and under the laws of the State of Mississippi to take the acknowledgements of deeds to be used or recorded therein, personally appeared Mark Hoyt to me personally known to be the individual named in and who executed the foregoing conveyance, who acknowledged that he signed, sealed and delivered the same on the day and year therein named as his voluntary act and deed for the uses and purposes therein mentioned;

In witness whereof I have hereunto set my hand and affixed my official seal this 21 day of May A.D. 1866.
Charles Tuttleton
Commissioner for Mississippi in New York.

Wm. Shackelford } Filed for Record June 29th 1866
L. J. Deed } Recorded July 3rd 1866.
S. L. Mosby }

This Indenture made and entered into this twenty sixth day of June A.D. 1866 between Wm. Shackelford of the County of Madison and State of Mississippi of the one part, and Saml. L. Mosby of the County and State aforesaid of the other part Witnesseth. That for and in consideration of the sum of sixteen hundred dollars in hand paid to the said Wm. Shackelford, the receipt whereof is hereby acknowledged, the said Shackelford hath bargained sold & conveyed to the said Mosby two certain lots or parcels of land lying & being in the town of Canton, County of Madison, & State of Mississippi bounded as follows to wit, One Lot beginning on the north

East corner of lot No 4, Square No 6, according to the original
Plat of the town of Canton running east with Peace Street twenty
feet, thence south two hundred feet, thence west twenty feet, thence
north two hundred feet to the beginning. The other lot or parcel
of land known & described as follows to wit. Five feet front
running back South two hundred feet, on the east side of the
west half of lot No 3 in Square No 6 of said original plat.

To have and to hold the above described lots or parcels of land
to him the said Saml L. Mosby his heirs and assigns forever
and the said Shadelford for himself his Executors and Admin-
istrators, covenants promises and agrees to and with the said
Mosby his heirs Executors, Administrators & assigns that he will
warrant and defend the title of said lots or parcels of land against
the claim or claims of all other persons whatsoever.

In testimony whereof I the said Shadelford have hereunto
set my hand & affixed my seal the day and year first above
written. L L Shadelford

State of Mississippi
Madison County

This day before me Jno Dawson
Clerk of the Circuit Court of said County, personally appeared
the above named L L Shadelford who acknowledged the foregoing
as his own voluntary act & deed.

Given under my hand & seal of said Court this 27th day of June A D 1866.

J. W. S. Reeves

Jno Dawson, Clerk.

Stamp Annexed & Cancelled

Canton November 22nd /62

Received Eighty Dollars in full payment for one Singers Sewing
Machines & utensils from Nathaniel Schepfer

John A. Heim

The State of Mississippi

Madison County Personally appeared before me E D Ward Clerk
of the Probate Court of said County Mrs Nathaniel Schepfer who being
duly sworn made oath that the money for one Singers Sewing Machine
& utensils to John A. Heim was her own separate estate and that no
part of the same belonged to her husband

Sworn to & subscribed before me
this 3rd day of July A D 1866

Nathaniel Schepfer

E D

E D Ward Clerk

J. C. England }
 J. C. Deed }
 C. R. Stone + E. I. Gamble }
 Recd. for Recd. + Recorded July 9th 1866.

This Indenture made and entered into this 18th day of June A D 1866 between J. C. England of the first part and C. R. Stone + E. I. Gamble of the second part all of the County of Hinds + State of Mississippi. It is of the nature that for and in consideration of the sum of Eight hundred dollars cash in hand paid to the party of the first part, the receipt whereof is hereby acknowledged by the said party of the second part, have this day granted bargained and sold + conveyed + by these presents do grant bargain and convey unto the said party of the second part all of a certain parcel tract or piece of land situate lying and being in the County of Madison and more particularly known and described as the S 1/4 of Sec 23 T8. R. 2 West, containing one hundred and sixty acres. to have and to hold the same in fee simple forever.

And the said party of the first part by these presents binds himself his heirs, Executors and Administrators to forever warrant and defend a good and sufficient title to the above described premises against the claims of any and all parties whomsoever at Law.

Given under my hand and seal this 18th day of June in the year A D 1866

J. C. England (Signature)

State of Miss }
 Hinds County }
 Personally appeared the undersigned acting Justice of the peace in & for said County J. C. England who acknowledged he signed sealed & delivered the foregoing deed the day and year above written for the purposes therein contained as his act and deed.

Given under my hand & seal this the 18th June A D 1866.

H. W. White (Signature)

\$1.00 W. S. Revenue Stamps.
 Annulled & cancelled

James D Stewart & Wife
J D Deed
W H Woodman

Filed for Record & Recorded July 9th 1866

This Indenture made and entered into this tenth day of March A D 1866. between James D Stewart and Amanda J Stewart his wife, both of the County of Hinds and State of Mississippi of the first and W H Woodman of the second part witnesses. That for and in consideration of the sum of Eight thousand five hundred and fifty dollars (\$8550⁰⁰) in hand paid. the said parties of the first part. by the said party of the second part: do hereby acknowledge the said parties of the first part have granted bargained and sold and doth by these presents grant bargain and sell unto the said party of the second part and his heirs Executors Administrators and assigns forever, that certain tract of land lying and being situated in Township nine Range one West, Madison County State of Mississippi Viz. South east quarter of section thirty one, North half and north half of east half of south east quarter, and west half of south east quarter and South west quarter of section thirty two, west half of North West Quarter (up twenty five acres east of Road) and north half of west half of north west quarter section thirty three. The same being in the Township above mentioned, and containing Eight hundred and fifty five acres more or less. To Have and to Hold the above described premises unto the said party of the second part his heirs Executors Administrators and assigns forever. In witness whereof the said parties of the first part have hereunto set their hands & seals upon the day and year first above written.

James D Stewart Seal
Amanda J Stewart Seal

The State of Mississippi
Hinds County S B

Personally appeared before me J H Boyd a Justice of the Peace in and for said County the within named James D Stewart and Amanda J Stewart, who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein written as their own act and deed, and also, ~~and also~~ personally appeared before me the within named Amanda J Stewart whose name is signed to the foregoing deed, who being examined by me privately separately and apart from her husband James D Stewart acknowledged that she signed sealed and delivered said deed on the day and year therein mentioned as her own voluntary act and deed freely without fear threats, or compulsion in part of her said husband.

Given under my hand and seal this 10th day of March A D 1866.

19th W Revenue Stamps Annexed & Cancelled

J H Boyd J P Seal