

C. L. Gilmer. 2 Filed for Record & Recorded July 10th 1866.  
 and 3 Articles of Agreement.  
 M. W. & R. D. Merrill

State of Mississippi

Madison County;

This agreement made and entered into this 10th day of July 1866 between C. L. Gilmer of said County and State of the first part and M. W. Merrill and R. D. Merrill of the same County and State of the second part Witnesses, That the said C. L. Gilmer in consideration of the covenants of the parties of the second part hereinafter contained has furnished and delivered to them the following specified articles to wit. Meat, nine hundred & seven  $\frac{1}{2}$  pounds, of the value of two hundred and seven  $\frac{1}{2}$  dollars, Corn one hundred and fifty six  $\frac{1}{2}$  Bushels, of the value of two hundred and thirty one  $\frac{1}{2}$  dollars. Meal of the value of  $\frac{1}{2}$  dollar. Hay three bales of the value of thirty nine dollars, General Merchandise of the value of one hundred and fifty eight  $\frac{35}{100}$  dollars. All of these for the purpose of enabling them to carry on farming operations on the land now owned or claimed to be owned by the said M. W. Merrill.

And said C. L. Gilmer does further 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, the following article to wit. Twelve hundred pounds of Meat, and one hundred and sixty Bushels of Corn.

And said M. W. Merrill and R. D. Merrill in consideration of the receipt of said articles furnished as aforesaid, and in consideration of the covenants of the party of the first part, do covenant and agree to and with him; to pay over and deliver to him as soon as the same can be ascertained, one third part of the cotton crop raised and made on said land in the year 1866, said one third part to be ginned and packed and in good order.

And said M. W. Merrill and R. D. Merrill do also covenant and agree with the 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 in the purchase of the articles furnished, and which he may hereafter expend in the purchase of articles in performance of his covenants made to them. But it is agreed and understood by the parties of the first and second parts that this claim shall apply only to all articles furnished other than said General Merchandise of said value of one hundred and fifty eight  $\frac{35}{100}$  dollars, which said General Merchandise being furnished

for the exclusive use of said parties of the second part. they do therefore covenant with the said party of the first part to refund him the full value thereof. And the said Mc Le Snell & S. P. Snell do furthermore covenant and agree to & with the said party of the first part to hold their cotton crop bound for the payment of all money which he may have expended or may expend in the performance of this contract, and that the money so expended or to be expended as aforesaid shall be a good and valid Lien on their said crop.

W. L. Gilmer Seal  
 M. L. Snell Seal  
 S. P. Snell Seal

For Thomas  
 Snell & Canellie

State of Mississippi }  
 Madison County }

Personally appeared before me Clerk of the Circuit Court of said County the above named W. L. Gilmer and S. P. Snell who acknowledged that they signed sealed & delivered the foregoing agreement on the day and year therein mentioned as their act and deed, also personally appeared before me M. L. Snell wife of S. P. Snell, who acknowledged on a private examination apart from her husband that she signed sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or compulsion of her husband.

Given under my hand & seal of said Court this 10th day of July A. D. 1866.  
 John Dawson Clerk.

Thos. A. Smith }  
 Trustee of Trust }  
 Brown & Snoman & Co }  
 The State of Mississippi }  
 Madison County }

This Indenture made and entered into this twenty sixth day of June A. D. 1866 by and between Thos. A. Smith & Smith his wife of the first part and Peter Brown and P. T. Snoman (composing the firm of Brown & Snoman) P. T. Snoman Wm. M. Le Jones & Brown Snoman & Co of the second part and John T. Cameron of the third part Intrepith

That the said parties of the first part are justly indebted to said Brown & Snoman in the sum of Eleven hundred & forty two dollars and eleven cents, due and payable the first day of January A. D. 1867, and to the said P. T. Snoman in the sum of three hundred & forty nine dollars & ninety seven cents - to Wm. M. Le Jones in the sum of two hundred and three dollars & fifty cents and to Brown Snoman & Co in the sum of One thousand and eighty six dollars and eighty four cents all due and payable

on the first day of January A D 1867. and being anxious to secure the prompt and punctual payment of the aforesaid debts the said parties of the first part, for and in consideration of the aforesaid & the further consideration sum of ten dollars to them in hand paid, the receipt whereof is hereby acknowledged have bargained sold and do by these presents bargain sell and convey unto the party of the third part his undivided one half interest in and to the following described tracts or parcels of lands situated lying and being in the County of Madison and State aforesaid East 1/2 of E 1/2 Sec 22. T 8. R 3 East. N 1/2 S E 1/4 & S W 1/4 S E 1/4 & E 1/2 S W 1/4 Sec 23. N 1/2 1/4 & S 1/2 Sec 24. Lots 1, 2 & 3 Sec 25. all of Section 26. Lots 2, 3, 5, 6. Sec 18. T 8 R 4 East. Lots 2, 3 & 4. Sec 19. Lot 6 West of B Line and Lot 10 East of B Line Sec 28. T 9 R 5 East containing by estimation 2828 acres more or less, also one ox waggon, one horse waggon, one buggy one Spring waggon, one Ray plattion, one Black Horse, one three year old colt one bay Pony four yoke of oxen, twenty five head of cattle One Steam Saw & Grist Mill, two Snow Shovels and the interest of said parties of the first part, in the growing crop on the above described land & premises together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the party of third part his heirs and assigns forever, and the said party of the first part warrants and will forever defend the title to said above tracts or parcels of land and personal property unto said party of the third part provided nevertheless, that if said party of the first part shall well and truly pay said, above described sums due and payable to said Brown & Norman P. Brown N. M. Le Louis and Norman Norman & Co on the first day of January next then this obligation to be void, but if the said sums of money shall not be paid on said set day of January 1867 or any part thereof then it shall be and is hereby made the duty of the party of the third part to sell the foregoing, described real and personal estate for cash at public outcry, before the Court House door in the City of Canton Miss having first advertised the same for thirty days by posting notices of the time and place and terms of said sale at two or more public places in said County previous to the day of sale and from the proceeds of said sale first pay the costs attending the execution of this trust, second the payment of said indebtedness with all interest thereon and the balance if any to be paid over by said party of the third part to the party of the first part. In testimony whereof we have hereunto set our hands & seals the day & year first above written.

J. S. Smith

The State of Mississippi  
 Madison County } Personally appeared before me E D Ward Clerk  
 of the Probate Court in and for said County, Tho S Smith the signer  
 of the foregoing deed and acknowledged that he signed sealed and  
 delivered the same on the and year therein mentioned as his volun-  
 tary act and deed for the purposes therein expressed,

Given under my hand and the seal of said Court at  
 Office in the City of Canton this 21th day of June A D 1866.  
 E D Ward Clerk.  
 \$3<sup>00</sup> U.S. Revenue Stamps  
 Annulled & cancelled } Authentication on first page made before signing. E D Ward.

J F Woodman & Wife Filed for Record May 23, 1866. Recorded July 12th 1866  
 To Deed  
 Ebio Cordts } This Indenture made and entered into this the  
 sixth day of March eighteen hundred and sixty six between J F  
 Woodman and Frances E. his wife of the County of Madison, State of  
 Mississippi of the first part, and Ebio Cordts of the same County  
 and State of the second part. Witness, that the said parties of  
 the first part for and in consideration of the sum of fourteen  
 hundred and forty dollars to them in hand secured to be paid  
 as follows, to wit: five hundred dollars paid down the receipt  
 whereof is hereby acknowledged, and nine hundred and forty  
 dollars on the first day of February eighteen hundred and  
 sixty seven, and the said party of the second part hath accepted,  
 and delivered to the said party of the first part his promissory note  
 for the amount aforesaid and payable as above mentioned (and  
 which note is to operate as a lien upon the property hereby con-  
 veyed) 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 forever the following described  
 tract or parcel of land, Situate lying and being in the County of  
 State aforesaid, known and designated as follows to wit: West  
 1/2 North West 1/4 Section thirty six Township two Range one  
 East, containing eighty acres, together with all the appertinan-  
 ces thereto belonging, to have and to hold the above described  
 land unto the said Ebio Cordts, his heirs and assigns forever,  
 and the said parties of the first part hereby and by these presents  
 doth covenant and agree to and with the said Ebio Cordts his  
 heirs and assigns that they will forever warrant and defend the  
 title to the said land herein conveyed to the said E Cordts his  
 heirs and assigns against the claims or claims of all persons



claiming by through or under the said parties of the first part,  
In testimony whereof the said parties of the first part  
have hereunto set their hands and affixed their seals, the  
day and year first above written.

Wm. J. Simpson  
Att. Geo. J. 3  
George Robson 3

Avory F. Woodman  
Francis E. Woodman

The State of Mississippi }  
Hinds County } 3

Personally came before the undersigned George Robson Justice of the Peace in and for said County A. F. Woodman who acknowledged that he signed sealed and delivered the foregoing deed on the day of its date as his proper act and deed this the 26th day of April A. D. 1866.

George Robson J. P.

State of Louisiana }  
City of New Orleans } 3

Personally appeared before me Andrew Hero Jr a Commissioner of the State of Mississippi in and for the State of Louisiana duly commissioned and authorized to take the acknowledgments and proof of debts, and to administer oaths to be used or recorded in said State of Mississippi Francis E. the wife of Avory F. Woodman and acknowledged that she had signed sealed and delivered the foregoing deed as her voluntary act & deed on the day and year and for the uses and purposes therein mentioned. And the said Francis E. did moreover on a private examination made of her by me apart from her husband acknowledge that she signed sealed and delivered the same as her voluntary act and deed, freely, without any fears, threats or compulsion of her said husband.

As witness my hand and seal, at New Orleans, this seventeenth day of April A. D. 1866.

Andrew Hero Jr  
Commissioner,

W. J. Simpson  
Unrecorded & Cancelled

George J. Mortimer }  
Isaac Deane of Touch }  
Ford & Otto } 3

Filed for Record & Recorded July 13, 1866.  
State of Mississippi }  
Madison County } 3  
This Instrument


Made and entered into this 13th day of July A D 1866. between George J. Mortimer of the County of Copiah State of Mississippi of the first part, and H H Ford and D H Otto partners in trade under the name and style of Ford & Otto of Madison County and said State of the second part, and Edwin H Ford of said County & State of the third part. Witnesses,

That whereas the party of the first part is justly indebted to the party of the second part in the sum of three thousand five hundred and sixty six &  $\frac{14}{100}$  dollars, as is evidenced by his promissory note for said sum of three thousand five hundred and sixty six dollars and fourteen cents payable to Ford & Otto or order one day after date, and bearing even date with these presents, with ten per cent interest from maturity, and whereas the party of the first part being desirous of securing the prompt payment of said note with the interest thereon on the 1st day of October A D 1866 and has in fact agreed to secure the same in the conveyance hereafter made before the execution of said note, therefore in consideration of the premises and in further consideration of the sum of five dollars to him paid by the party of the third part the receipt whereof is hereby acknowledged, has bargained sold and conveyed, and by these presents doth bargain sell and convey to the said party of the third part, Fifty Bales of Middling Cotton of the average weight of Four Hundred and fifty pounds to each Bale, said Cotton to be well pressed, packed and conveyed by said party of the first part & from the Cotton now growing on the "Dun Chamberlain" and "Lorry" plantations in said County and State now in cultivation by said party of the first part.

To Have and to hold the said Cotton thus conveyed to the said party of the third part and his heirs and assigns.

But the foregoing conveyance and sale is made upon this special trust and confidence, that upon the failure of the party of the first part to pay said note on the 1st day of October 1866, it shall be the duty of the party of the third part, at the request of the party of the second part or any bona fide holder of said note to take possession of said Cotton, and to advertise the same for sale in some public newspaper of the City of Canton, giving notice of time place and terms of said sale, and on the day of said sale which shall take place at the Court House in the City of Canton in said County & State, and on thirty days notice published as aforesaid for thirty days - shall expose the said fifty bales of Cotton for sale at public auction to the highest bidder for cash, and with the proceeds of such sale he shall first pay the expenses of this trust.

must to pay over to the party of the second part or to the assignee of said note so much of the proceeds of said sale as shall be necessary to pay said note & interest thereon and the balance pay over to the party of the first part. And it is expressly agreed that the assignee of said note shall have all the rights and privileges of the party of the second part, and it is also understood that at any time after the 1st day of October 1866. it shall be the privilege of the party of the second part or any bona fide holder of said note to request and require of the party of the third part to execute the provisions of the trust as stipulated.

Given under my hand & seal this 13th day of July A D 1866.  
 Geo J Mortimer 

State of Mississippi }  
 Madison County } Personally appears before the undersigned, Clerk of the Probate Court of said County George J Mortimer the grantor in the foregoing deed who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed & for the purposes therein mentioned.

Given under my hand & seal of said Court at Office in the City of Canton this 13th day of July A D 1866.  
 E D Davis Clerk

*Revenue Stamps*  
 Annexed & Cancelled

Robert L Moore & Wife } Filed for Record July 10th 1866  
 J R Deed } Recorded July 17th 1866  
 J R Kearney }

This Deed of conveyance made and entered into this tenth day of July A D 1866, between Robert L Moore and Figgie D Moore his wife of the County of Madison and State of Mississippi of the first part and J R Kearney of the County of Madison and State of Mississippi of the second part. Witness that said party of the first part for and in consideration of the sum of six hundred & fifty dollars in hand paid the receipt whereof is hereby acknowledged hath granted bargained sold and conveyed, and with hereby grant, bargain sell and convey unto the said party of the second part his heirs administrators, executors and assigns the following tract or parcel of lands situate lying and being in the County of Madison State of Mississippi known and described as follows to wit, a certain house and lot

lying and being in the Town of Vernon in said County and known as follows, two hundred and sixty two feet on North and South Street, South of East and West Street, and running back east two hundred feet deep. Known originally as the land belonging to Wm P. Peafield and sold by him to Nathan Poyant and conveyed by Poyant to Commercial and Rail Road Bank of Vicksburg and sold under an execution against said Bank to John B. Tiller and conveyed by Ann E. Tiller Admrx of John B. Tiller decd to said R. L. Moore on the 5th day of September A D 1866.

Together with all and singular the premises and appurtenances thereto belonging or in any wise appertaining To Have and to hold to the said party of the second part his heirs and assigns, all the foregoing described land and premises forever. And the said party of the first part for themselves their heirs, executors, administrators and assigns by these presents doth covenant promise and agree to and with the said party of the second part his heirs assigns &c. that they will and their heirs assigns &c shall forever warrant and defend the title to said granted land and premises against the claim or claims of all and every person whatsoever.

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

R. L. Moore (Seal)  
Lizzie D. Moore (Seal)

The State of Mississippi

Madison County. Personally appeared before the undersigned E. D. Ward Clerk of the Probate Court in and for said County, the above named R. L. Moore and Lizzie D. Moore his wife who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein expressed as their free act and deed, and the said Lizzie D. Moore, wife of said R. L. Moore upon a private examination, separate and apart from her said husband, acknowledged that she signed sealed and delivered said deed fully and voluntarily, and without any fears threats or compulsion on the part of her said husband.

Given under my hand and seal of Court this tenth day of July A D 1866.

E. D. Ward Clerk

By J. D. Cantano D.C.

W. D. Thomas Stamps  
Annexed & Cancelled



B. F. Passmore & wife  
 To: Deed  
 Mary A. Lipscomb

This Indenture made and entered into this the  
 fiftenth day of December, one thousand eight hundred & sixty five  
 between Benjamin F. Passmore and Ellen Passmore his wife of the  
 first part and Mary A. Lipscomb wife of Thos. Lipscomb of the second  
 part all of the County of Hinds and State of Mississippi, Witnesseth That  
 said parties of the first part for and in consideration of the sum of  
 six thousand dollars to them in hand paid by the parties of the second part  
 before the sealing and delivery of these presents the receipt whereof is hereby  
 acknowledged hath granted bargained and sold and by these presents  
 doth grant bargain sell convey and confirm unto said party of the second  
 part her heirs and assigns forever a certain tract or parcel of land  
 situated lying and being in the County of Madison and State of Mississippi  
 described as follows to wit, A E 1/4 of Section 1 T9 R1 E. W 1/2 of the  
 S E 1/4 Section 1 T9 R1 E. S 1/2 of the E 1/2 of the S E 1/4 Section 36 N 10 R1 E  
 and twenty acres, or all that portion of the E 1/2 of the S W 1/4 of Section 1  
 T9 R1 E lying east of Panther Creek containing in all two hun-  
 dred acres more or less. To Have and to hold the above described  
 and hereby granted tract or parcel of land with all its appurtenances  
 unto said party of the second part her heirs Executors administrators  
 and assigns forever. And the parties of the first part for themselves  
 their heirs Executors and administrators hereby covenant to warrant  
 and defend the title to said premises with their appurtenances unto  
 said party of the second part her heirs Executors administrators or  
 assigns from and against the claim or claims legal or equitable of  
 all and every person or persons or 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 & year first above written,

State of Mississippi

County of Hinds Personally appeared before the undersigned a Justice of  
 the Peace in & for said County & State, B. F. Passmore and Ellen Passmore his wife  
 who acknowledge that they signed and sealed the foregoing as their act and deed  
 and for the purposes therein specified. And the said Ellen Passmore having been  
 examined by me separate and apart from her said husband acknowledges  
 that she signed the above deed as her own act and deed and without any  
 fear threat or compulsion on the part of her said husband. Acknowledged  
 before me this May 31st 1866.

W. H. Revenue Stamps Annulled & Cancelled

Thos. H. Clark J. P.

Annie A Herndon }  
 Tho L Herndon } Deed for Record & Recorded July 23. 1866  
 To } Deed in Trust }  
 M L Withers }

This Indenture made this 31<sup>st</sup> day of January 1866 between Annie A Herndon and Tho L Herndon his husband of the County of Madison and State Mississippi of the first part and M L Withers and Thomas Gunn of the County of Hinds and State of Mississippi parties of the second part and Martha J Withers of the County of Hinds and State of Mississippi party of the third part Witnesseth

That whereas said parties of the first are indebted to said party of the third part in the sum of five hundred dollars evidenced by their joint & several note for the sum of five hundred dollars dated the 31<sup>st</sup> of January 1866 and payable on or before the 1<sup>st</sup> of December 1866, to bear interest after maturity at the rate of two per cent per annum after maturity until paid.

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

Now this Indenture Witnesseth, that said party of the first part for and in consideration of the sum of ten dollars to them in hand paid by said parties of the second part, the receipt of which is hereby acknowledged, have granted bargained sold released conveyed and confirmed, and by these presents do grant bargain sell release convey and confirm unto the said parties of the second part, their heirs and assigns forever, all the following described land situated in the County of Madison and State of Mississippi and more particularly designated and described as follows to wit, The  $\frac{1}{4}$  of the  $\frac{1}{4}$  and the north half of the  $\frac{1}{4}$  and twenty acres in the South West Corner of the  $\frac{1}{4}$  all in Section thirty one (31) Township No 12 Range No 4 East containing One hundred & twenty acres more or less, and said parties of said first part for the same consideration sell said parties of the second part two horses and all the cattle, hogs and farming implements & waggon &c that now are or may be on said place during the present year.

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

And said parties of the first part for themselves their heirs executors and administrators covenant with said parties of the second part their heirs and assigns that they are lawfully seized and possessed

of said land and will forever warrant and defend the title to the same against the 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 parties of the first part fail to pay and satisfy said note at maturity then it shall be the duty of said parties of the second part or either of them (each of them being hereby fully authorized and empowered to act singly and without the other) at the request of said party of the third part, or either of them after giving thirty days notice of the time and place of sale in some newspaper published in the City of Jackson Miss to proceed to sell at public auction in front of the Capitol in said City of Jackson Miss for Cash in hand to the highest bidder, all the above described lands and other property or a sufficiency thereof to satisfy the debt and interest and the cost of executing this trust, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon, and the cost of executing this trust and the balance if any there be shall be paid over to said parties of the first part.

But should said parties of the first part well and truly pay said 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 year date first above written.

Annie S. Herndon  
 Tho S. Herndon

County of Hinds }  
 State of Mississippi } To wit,

Personally appeared before the undersigned an acting Justice of the Peace in and for said County of Hinds the above named Annie S. Herndon and Tho S. Herndon her husband, who acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year therein mentioned. And the said Annie S. Herndon being by me privily examined separately and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed fully and voluntarily and without the fear threats or compulsion of her said husband.

Given under my hand and seal this 31st day of January 1866  
 W. M. Herndon Stamps Annexed Cancelled } George Deason J.P.

Wm Riley }  
 To } Mortgage }  
 J & Ford } Received for Record & Recorded July 25th 1866.

This Deed of Mortgage made and entered into this the 23rd day of June 1866, between Riley Riley of Madison County & J & Ford of Holmes County both of the State of Mississippi & Counties aforesaid, Testifyeth that whereas the said William Riley is indebted to the said J & Ford by account in the sum of one hundred and forty eight dollars already due and owing by the said William Riley to the aforesaid J & Ford and also for such sums of money or supplies as the said J & Ford may furnish to the said William Riley in order to enable him to make a crop this season, the said J & Ford being a merchant in the town of Goodman Miss and selling goods and supplies to me on a credit, and whereas the said William Riley is willing to give this Deed for the satisfaction of said sum above mentioned already due and the further sums that may be due to the said J & Ford on the 1st day of November 1866. Therefore I the said William Riley bargain & sell & convey to the said J & Ford with general warranty in fee simple all of my coming crop of Cotton, Corn & other farm products that I may raise during the year 1866 together with all of my perishable property to have & to hold the same to the said J & Ford & his heirs & assigns forever.

But this upon Condition to Wit, If I the said William Riley shall on or before the 1st day of November 1866 well & truly pay to the said J & Ford all my indebtedness to him due by accounts or otherwise, then this Deed to cease & be void. But in default of payment of said indebtedness on or before the 1st day of November next, the said J & Ford or his legal representatives after advertising in their public places for the period of ten days, may proceed to sell the said crop and perishable property or so much thereof as may be sufficient to pay him all his <sup>lawful</sup> demands against me together with all costs to the highest & best bidder for Cash & all surplus arising if any from said sale shall be paid to me or my legal representatives & I hereby expressly waive all right of redemption to said crop & perishable property for myself & legal representatives as fully & as perfectly as if this instrument had been bound & foreclosed by a decree in Equity.

Witness my hand & seal this 23rd day of July 1866

Wm Riley

The State of Mississippi Personally appeared before me the undersigned an acting Justice of Holmes County J of the Peace in & for said County Wm Riley whose name appears to the foregoing mortgage who acted & testified that he signed & delivered the foregoing mortgage as his own voluntary



J. W. Smith Sealed for Record and Recorded July 25<sup>th</sup> 1866.

To: Mortgage

J. J. Ford This deed of Mortgage made and entered into this the 30th day of June 1866 between J. W. Smith of Madison County and J. J. Ford of Holmes County both of the State of Mississippi and Counties aforesaid, Witness, that whereas the said J. W. Smith is indebted to J. J. Ford by account in the sum of one hundred dollars already due and owing by the said Smith to the aforesaid Ford and also for such sums of money or supplies the said J. J. Ford may furnish to the said J. W. Smith in order to enable him to make a crop this season, the said Ford being a merchant in the town of Goodman Miss and selling goods & supplies to me on a credit, and whereas the said J. W. Smith is willing to give this deed for the satisfaction of said sums above mentioned already due, and the further sums that may be due to the said J. J. Ford on the 1st day of November 1866, therefore I the said J. W. Smith bargain and sell, and convey to the said J. J. Ford with general warranty in fee simple my crop of cotton, corn and other farm products that I may raise during the year 1866, together with all my perishable property to have and to hold the same to the said J. J. Ford his heirs or assigns forever. But this is upon condition to wit,

If I the said J. W. Smith shall on or before the 1st day of November 1866, well and truly pay to the said J. J. Ford all my indebtedness to him due by account or otherwise, then this deed to cease and to be void, but in default of payment of said indebtedness on or before the 1st day of November next, the said J. J. Ford or his legal representatives after advertising in three public places for the period of ten days may proceed to sell said crop and personal property or so much thereof as may be sufficient to pay him all his lawful demands against me together with all costs to the highest & best bidder for cash, and all overplus arising (if any) from said sale shall be paid to me or my legal representatives, and I hereby expressly waive all right of redemption to said crop and perishable property for myself and legal representatives as fully and as perfectly as if this instrument had been bonded and foreclosed by a decree in Equity.

Witness my hand & seal this 30 day of June 1866.

J. W. Smith

The State of Miss } Personally appeared before the undersigned an acting  
Holmes County } Justice of the Peace in and for said County J. W.  
Smith whose name appears to the foregoing Mortgage who  
acknowledges that he signed sealed & delivered the foregoing  
Mortgage as his own act and deed on the day and year therein  
mentioned, Given under my hand & seal this June 30<sup>th</sup> 1866.

J. W. Smith Stamps Annexed & Cancelled

W. J. Anderson, J. P.

L. Harris & J. T. Hawn Recd for Record & Recorded July 25th 1866.

To Mortgage

J. J. Ford } This deed of Mortgage made and entered into this the  
 2nd day of July 1866 between L. Harris & J. T. Hawn of Madison County and  
 J. J. Ford of Holmes County both of the State of Mississippi & counties aforesaid.  
 Witness that whereas the said L. Harris & J. T. Hawn are indebted to J. J. Ford  
 by account in the sum of one hundred (\$100) dollars already due & owing  
 by the said L. Harris & J. T. Hawn to the said J. J. Ford & also for such sums of  
 money or supplies as the said J. J. Ford may furnish to the said L. Harris &  
 J. T. Hawn in order to enable them to make a crop this season, the said J. J.  
 Ford being a merchant in the town of Goodman Miss., and selling goods &  
 supplies to us on a credit and whereas the said L. Harris & J. T. Hawn are will-  
 ing to give this deed for the satisfaction of said sum above mentioned al-  
 ready due and the further sums that may be due to the said J. J. Ford on  
 the 1st day of November 1866. Therefore on the said L. Harris & J. T. Hawn. have  
 sell & convey to the said J. J. Ford with general warranties in fee simple our  
 crop of Cotton Corn and other farm products that we may raise during the  
 year 1866. together with all our perishable property to have and to hold the same  
 to the said J. J. Ford his heirs or assigns forever. But this is upon condition to  
 wit. If on the said L. Harris & J. T. Hawn shall in or before the 1st day of November  
 1866 will and truly pay to the said J. J. Ford all our indebtedness due to him by  
 account or otherwise then this deed to cease and be void, but in default of  
 payment of said indebtedness on or before the 1st day of November next the  
 J. J. Ford or his legal representatives, after advertising in three public places  
 for the period of ten days may proceed to sell said crop & perishable property  
 or so much thereof as may be sufficient to pay him all his lawful demands  
 against us together with all cost to the highest & best bidder for cash and all over-  
 plus arising (if any) from said sale shall be paid to us or our legal representative  
 & we hereby expressly waive all right of redemption to said crop & perishable  
 for ourselves & legal representatives as fully & as perfectly as if this instrument  
 had been barred & foreclosed by a decree in Equity.

Witness our hands & seals this 2nd day of July 1866.

L. Harris (Seal)  
J. T. Hawn (Seal)

The State of Mississippi

Holmes County } Personally appeared before the undersigned an acting Justice  
 of the Peace for said County Legal Harris & John T. Hawn whose names appears to  
 the foregoing deed or Mortgage who severally acknowledged that they signed  
 sealed and delivered the foregoing Mortgage as their own act and deed  
 on the the year and day therein mentioned.

Given under my hand and seal this July 2nd 1866.

W. S. H. annexed & cancelled

W. S. Anderson (Seal)

W W Stewart's Deed for Record July 25<sup>th</sup> & Recorded July 26<sup>th</sup> 1866.  
For Mortgage

I J Ford This Deed of Mortgage made and entered into this the 18 day of May 1866 between W W Stewart of Madison County and I J Ford of Holmes Co both of the State of Mississippi and counties aforesaid Witnesseth, That whereas the said W W Stewart is indebted to I J Ford by account in the sum of \$50<sup>00</sup> fifty dollars already due and owing by the said W W Stewart to the aforesaid Ford and also for such sum of money or supplies that the said Ford may furnish to the said Stewart in order to make him a crop the present season, the said Ford being a merchant in the form of Goodman Drif. and selling goods & supplies to me on a credit and whereas the said Stewart is willing to give this deed for the satisfaction of said sum above mentioned already due and the further sum that may be due to the said I J Ford on the 1st day of November 1866. therefore I the said W W Stewart bargain and sell and convey to the said I J Ford with general warranty in fee simple, a tract of land measuring 161 acres adjoining the lands of Lucy A. McMillie R G Bennett, J W Bennett & others, to have and to hold the same to the said I J Ford his heirs and assigns forever, and further bargain and sell to the said I J Ford all my crop of cotton corn & other farm products that I may raise during the year 1866 with all of my perishable property.

But this deed is upon condition to wit, If I the said W W Stewart shall on or before the 1st day of November 1866, well and truly pay to the said I J Ford all my indebtedness to him due by account or otherwise that this deed to cease and be void, but in default of payment of said indebtedness on or before the 1st day of March next the said I J Ford or his legal representatives after advertising in three public places for the period of ten days may proceed to sell said tract of land and crop and perishable property or so much thereof as may be sufficient to pay him all his lawful demands against me together with all costs to the highest and best bidder for cash, and all surplus arising if any from said sale shall be paid to me or my legal representatives, and I hereby expressly waive all right of redemption to said land and crop and perishable property for myself and legal representatives as fully and as perfectly as if this instrument had been barred and foreclosed by a Decree in Equity.

Witness my hand & seal this the 18th day of May 1866. W W Stewart.

The State of Mississippi Personally appeared before the undersigned an acting Holmes County Justice of the Peace for said County W W Stewart whose name appears to the foregoing Mortgage who acknowledged that he signed sealed and delivered the foregoing Mortgage as his own act and deed on the year & day therein mentioned.

Given under my hand & seal this the 29th day of June 1866.

W. S. H. Annals & Canceled

W S Anderson J. P.

W R Parker } Recd for Record July 25/66. Recorded July 26<sup>th</sup> 1866.

To } Mortgage }

I J Ford } This deed of Mortgage made and entered into this the 23 day of June  
1866 between W R Parker of Madison County and I J Ford of Holmes County both  
of the State of Mississippi and Counties aforesaid. Witnesseth that whereas the said W  
R Parker is indebted to I J Ford by account in the sum of fifty seven 50 cts dollars  
already due & owing by the said W R Parker to the aforesaid Ford and also  
for such sums of money or supplies that the said Ford may furnish to the said  
W R Parker in order to make him a crop the present season the said Ford  
being a Merchant in the town of Goodman Strip, and selling goods & supplies  
to me on a credit and whereas the said Parker is willing to give this deed for the  
satisfaction of said sum above mentioned already due and the further sum if there  
may be due to the said I J Ford on the 1st day of November 1866. Therefore the said W R  
Parker bargains and sells & conveys to the said I J Ford with general warranty in fee sim-  
-ple a tract of land lying and being in Madison County Mississippi adjoining the  
lands of J B Barnett & S Warrick & James Smith numbering fifty acres with my crop of Cotton  
corn & other farm products that I may raise during the year 1866, also all of my  
personal property, to have and to hold the same to the said I J Ford, his heirs &  
assigns forever. But this is upon condition to wit, If I the said W R Parker shall on or  
before the 1st day of November 1866, well and truly pay to the said I J Ford all my  
indebtedness to him due by account or otherwise that this deed to cease & be void  
but in default of payment of said indebtedness on or before the 1st day of November  
next the said I J Ford or his legal representatives after advertising in three public  
places for the period of ten days may proceed to sell said tract of land and  
crop of personal property or so much thereof as may be sufficient to pay him  
all his lawful demands against me, together with all costs to the highest &  
best bidder for cash and all surplus arising, if any, from said sale, shall  
be paid to me or my legal representatives, and I hereby expressly waive all  
right of redemption to said tract of land & crop & personal property for myself  
and legal representatives as fully and as perfectly as if this instrument had been  
bargained and sold by a deed in Equity.

Witness my hand & seal this the 23rd day of June 1866.

W R Parker

The State of Mississippi }  
Holmes County } Personally appeared before me an acting Justice of  
the Peace in said County W R Parker, who acknowledged that he signed  
sealed and delivered the foregoing Mortgage as his own act and deed for the  
purposes therein specified on the day and year therein mentioned.  
Given under my hand & seal this July 14, 1866.

W R Parker & cancelled

W J Anderson J P





my indebtedness for the sums so advanced, and the acceptance of this conveyance is to be a complete discharge of the debts aforesaid and in further consideration that the said Howard Preston & Barlett have agreed to pay and will pay the rent for the present year on the farms or plantations herein after mentioned amounting to twelve thousand six hundred dollars or my proportion thereof to the year when he shall demand the same or when the same shall become due and payable together with the wages of the Freedmen and Freedwomen employed on the said plantations remaining to be paid as the same may fall due and hold me harmless as respects the same. Now this day bargained sold transferred and delivered, and by these presents do bargain sell transfer and deliver to the said Howard Preston & Barlett all my title and interest in the lands of the following described farms or Plantations for the present year to wit. The Plantation known as the Fording Plantation in said County situate about two and one half miles from the town of Raymond. Also the Plantation known as the Balfour Plantation in the County of Gages in said State about eleven miles from the town of Saterlee. Also the Plantation known as the "Watson" Plantation in the County of Hinds aforesaid about two and one half miles from Edwards Depot. Also the Plantation known as the Kearney Plantation in Madison County in said State about three miles from the town of Vernon. Also the Plantation known as the Prospect Hill Plantation in Madison County in said State and where R. W. Durfy formerly resided, the two first mentioned Plantations being in the possession and under the management of myself, the third and fourth being in the occupation and under the management of myself and Sanford & O. B. Richards to wit (Kearney & Watson Plantations) the last Plantation being the same purchased by me of R. W. Durfy per articles of agrmt. of date 4th Aug 1846. Together with all my right title and interest in the crops now growing on said Plantations and the farming implements wagons &c. employed thereon, also all the horses and mules now employed on the aforesaid Fording and Balfour Plantations, also my interest as a partner in the horses and mules in the aforesaid Watson and Kearney Plantations and hereby authorize and empower the said Howard Preston & Barlett to enjoy said lands for the current year and to receive to their own proper use the products of the farms or Plantations aforesaid, and the property hereby conveyed that is to say all my interest in and to the same and to use and control the same as they may see fit for their own proper use and benefit. The true intent of these presents being to convey to them absolutely for the consideration aforesaid the property rights and interest aforesaid, except the dwelling House and the gardens and enclosures

strictly pertaining thereto in the aforesaid Water Plantation  
in which I at present reside with my family which dwelling  
House and its appurtenances are not intended to be conveyed  
in any manner to the said Howard Proctor & Barlett.

In witness whereof I have hereunto set my hand and seal  
this 7th day of August 1866.

E. F. Mahone

The State of Mississippi

Warren County I personally appeared before the undersigned  
an acting Justice of the Peace in and for the County aforesaid  
E. F. Mahone the grantor in the above deed who acknowledges  
that he signed sealed and delivered the same on the day and for  
the purposes therein mentioned as his voluntary act and deed.

In testimony whereof I have hereunto set my hand and seal  
this 7th day of August 1866.

Wesley Mann J.P.

51<sup>5</sup> U.S. Stamps  
Annexed & Cancelled

S. L. Mosby & wife  
Toz Deed  
Mosby Baldwin & Handy

Filed for Record Aug 9th 1866.

& Recorded Aug 14th 1866.

This Indenture made and entered into this sixth day of July A.D.  
1866. Between Saml L Mosby & Eliza L Mosby his wife of the  
County of Madison and State of Mississippi of the one part and  
Mosby Baldwin & Handy - partners in trade of the County and  
State aforesaid of the other part.

Witnesseth: That for and in consideration of the sum of five thousand  
two hundred and eighteen dollars and fifty cents in hand paid to  
the said Saml L Mosby and Eliza L Mosby the receipt whereof is  
hereby acknowledged, the said Mosby & his wife hath bargained  
sold & conveyed to the said Mosby Baldwin & Handy two certain  
lots or parcels of land lying or being in the town of Canton County  
of Madison and 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, run-  
ning 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 and described

as follows to wit. Four 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, together with all and singular the buildings improvements and appurtenances thereto belonging or in any wise appertaining. To have and to hold the aforesaid lots or parcels of land together with all and singular the buildings improvements and appurtenances thereto belonging or in any wise appertaining to them the said Mosby Palmarin & Handy. their heirs and assigns forever. And the said Mosby & his wife for themselves their Executors and Administrators, covenants, promises, and agrees to and with the said Mosby Palmarin & Handy. their heirs, executors administrators and assigns, that they 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 we the said J L Mosby & Eliza L Mosby have hereunto set our hands and affixed our seals the day and year first above written.

J L Mosby (Seal)  
 Eliza L Mosby (Seal)

The State of Mississippi  
 Madison County 3 S S

Be it remembered that on this day personally appeared before me E D Ward Clerk of the Probate Court of said County J L Mosby and Eliza L Mosby his wife grantors in the foregoing deed, who acknowledged that they signed sealed and delivered said deed on the day and year therein mentioned and for the purposes therein expressed as their voluntary act & deed, and the said Eliza L Mosby being examined by me privately separate and apart from her said husband acknowledged that she signed sealed and delivered said deed on the day and year therein mentioned and 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 the 15th day of July A D 1866.  
 E D Ward Clerk

55 1/2 W S S Stamps 3  
 Annexed & Cancelled 3



I hereby acknowledge the contents in full of this deed of land this 15th day of August A D 1866. Catharine Semmes By her Attorney in Law J. B. Semmes

A T Semmes } Filed for Record Aug 9th 1866  
Tog Deed of Trust } Recorded Aug 14th 1866  
Catharine Semmes Execut

This indenture made this 9th day of August A D 1866 between Alfonso T Semmes of Madison County & State of Mississippi party of the first part and Catharine Semmes Executrix of the last will and testament of Thomas Semmes deceased of same place, party of the second part. Witnesseth, that whereas the said Alfonso T Semmes is jointly indebted to the estate of Thomas Semmes in the sum of four thousand two hundred and nineteen & 1/100 dollars (\$4219 <sup>1</sup>/<sub>100</sub>) jointly with O T Luckette Junr and John T Semmes, as witnessed by their promissory notes in the following words and figures to wit.  $4219 \frac{1}{100}$  Canton Aug 9th 1866

Twelve months after date or either of us promised to pay Mr L Semmes, Executrix of the last will and testament of Thomas the sum of four thousand two hundred and nineteen & <sup>1</sup>/<sub>100</sub> dollars with ten per cent interest from date for value received  
O T Luckette Junr  
John T Semmes  
A T Semmes

And whereas the said A T Semmes is ready and willing to receive the estate of Thomas Semmes in the payment of the said sum of four thousand two hundred and nineteen & <sup>1</sup>/<sub>100</sub> dollars, now therefore for and in consideration of the above promises, and for other and valuable considerations, the said party of the first part bargains, alien and sells, transfers and conveys unto the said Catharine Semmes Executrix as aforesaid, the following lands and tenements to wit. A certain house and lot in the City of Canton, beginning at the north east corner of Mrs Prop Lot on Academy street, and running south four hundred feet, thence running east two hundred feet thence running north four hundred feet, thence west two hundred feet to the beginning, containing two acres more or less, being the present residence of A T Semmes, also the north east quarter of Section four, township nine range three east, and south east quarter of section thirty three, township ten range three east & the south half of the east half of north east quarter of section thirty three, township ten range three east & south half of west half of north west quarter of section thirty four, township ten range three east, containing four hundred acres more or less, being the plantation conveyed by Thomas & Catharine Semmes to the said A T Semmes by deed of date the 7th day of January 1857, and the one more

cultivated by him & one Frost. Also the land allotted to him from the Estate of his deceased brother Thomas Sumner & his deceased sister Julia adjoining the last described place, containing sixty three acres, more or less, also his undivided interest in the lands estate of his deceased sister Ophelia, all of said lands lying & being in the County of Madison State of Mississippi, excepting from said transfer & conveyance his exemptions homestead & others given by law, it being expressly understood that this transfer in no way or form shall interfere with said homestead exemptions or any other exemptions given by law & that the above transfers are subject to the said exemptions To Have and to hold the said above described property to the said Catharine Sumner Executrix of the last will and testament of Thomas Sumner.

But this deed is upon the express condition, if the said A J Sumner or the said W A Luskett Junr or the said John J Sumner or all of them on or before the maturity of the above described promissory note shall well and fully pay the same with all lawful interest thereon, then this deed is to cease and be null and void.

But if said note or any part thereof remains unpaid at its maturity, or at any time thereafter, the said Catharine Sumner Executrix as aforesaid (or in case of her death removal or resignation) then her executor or administrator) after giving thirty days notice by advertisement in some newspaper published in the County of Madison of the cause day & place of sale shall sell for cash at public auction at the Court House door or in front thereof the above mortgaged property, or so much thereof as shall be sufficient to pay said note with interest & all expenses of sale, and after paying said note with all legal interest & all expenses of sale, to pay over any surplus to the said A J Sumner or his legal representative, He hereby empowering the said Catharine Sumner as aforesaid, to give a good & sufficient deed of said property, so advertised & sold as aforesaid to the purchaser thereof Witness our hands & seals this 9th day of August 1866,

A J Sumner  
 W A Luskett Junr  
 John J Sumner

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

5<sup>th</sup> US Stamps }  
 Ann used & cancelled }

Given under my hand & seal of said Court at office in the City of Vicksburg this ninth day of August 1866.  
 E D Ward Clerk

Deed of F. Kerwell given & Recd for Record Aug 13th 1866.  
 To: Deed } Recorded Aug 15th 1866.  
 Loris M Jiggitts }

This deed of conveyance made this 13th day of August in the year of our Lord one thousand eight hundred and sixty six, between Deed F Kerwell of Parola County Miss Guardian of J. D. Kerwell, of the one part and Loris M Jiggitts of the County of Madison Mississippi of the other part, Witnesseth.

That whereas at a term of the probate Court of Madison County begun and held at the Court House thereof on the second Monday in July in the year of our Lord one thousand eight hundred and sixty six, it was among other things ordered and decreed that the said party of the first part, should sell the following lots or parcels of land known and described as follows to wit. All of square five in the town of Livingston County and State aforesaid and sixteen acres of land adjoining bounded as follows to wit. On the North East by the Livingston and Jackson Road on the South West by S T Nicholsons land and S W McDaniel's lot and on the North West by the Leanton & Vicksburg Road, And whereas in pursuance of said decretal order of the Court aforesaid, the said party of the first part as Guardian aforesaid, did regularly give notice of the time & place of sale by posting in three public places in said County thirty days next preceding the day of sale, and in accordance with said notice, the said party of the first part did on the 11th day of August A D 1866. on the premises hereby conveyed between the hours of twelve M and five O'clock P M, offer the premises above conveyed, with the appurtenances, for sale to the highest bidder and the said Loris M Jiggitts then and there bid for the same the sum of Four thousand five hundred and five dollars, which being the highest and best bid thereof the said premises with the appurtenances were struck off to him, the said Loris M Jiggitts.

Now this indenture witnesseth, that in consideration of the premises the said Loris M Jiggitts hath paid one thousand five hundred and one  $\frac{66}{100}$  cents being one third of the purchase money for said premises and hath executed his bonds payable in one and two years from the day of sale, each in the sum of one thousand five hundred and one  $\frac{66}{100}$  dollars, with ten per cent interest from date which by law operates as a special mortgage or lien on the said premises the said party of the first part has this day bargained, sold aliened, conveyed and confirmed unto the said Loris M Jiggitts his heirs and assigns forever, all of the above described premises, together with all and singular the appurtenances

and all the estate right title interest claim and demand whatsoever belonging, at law or in equity of him the said Benj F Crowell Guardian as aforesaid of in and to the same. To have and to hold the above granted, bargained and described premises unto the said Lewis W Jiggitt his heirs and assigns, to his and their only proper use and behoof forever, to all intents and purposes in the law, as he the said party of the first part might could or ought to sell and convey by virtue of the said decretal order of the Court aforesaid.

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

Benj F Crowell Guardian  
of Jas W Crowell

The State of Mississippi

Madison County } Personally appeared before me E S Ward  
Clerk of the Probate Court in and for said County Benj F Crowell  
Guardian of Jas W Crowell who acknowledged that he signed  
sealed and delivers the foregoing deed on the day and year therein  
mentioned as his act and deed.

Given under my hand and seal of Court this the 13th day of August A.D. 1866

E S Ward Clerk

By J S Cantland D.C.

5<sup>th</sup> U.S. R. Stamp  
Annexed & Cancelled

Michael Wobner & Wife }  
Joz Deed }  
Jas W Reinheimer }  
} Laid for Record & Recorded Aug. 15<sup>th</sup> 1866

This Indenture made this 13th day of August 1866 between Michael Wobner his wife Caroline Wobner of the County of Madison and State of Miss of the first part and Jas W Reinheimer of the City of Jackson of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of thirty five hundred dollars in hand paid hath granted bargained sold and conveyed to the said party of the second part his heirs and assigns forever the following parcel of ground situate in the town of Canton in the County of Madison State of Mississippi, beginning at the south east corner of square number three according to the original plat of said town, thence running north one hundred feet, thence west one hundred feet, thence south one hundred feet, thence east one hundred feet to the beginning. And the said party of the first part do hereby agree to and with the said party of the second part, that they the said



parties of the first part will forego or warrant and defend the title to the said lot or parcel of ground forever to the said parties of the second part, against all persons whomsoever & against all claims whatsoever.

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

Caroline Wobner *[Signature]*  
Michael Wobner *[Signature]*

State of Miss <sup>3</sup>  
Hinds County <sup>3</sup> Personally appeared before me the undersigned Justice of the Peace, Caroline Wobner who being by me examined separate and apart from her said husband, acknowledged that she signed sealed and delivered the within deed for the purposes therein named on the day and year therein written without any fear threat or compulsion on the part of her said husband and as her voluntary act and deed,

Given under my hand & seal this the 14th day of August 1866,  
*[Signature]*

The State of Mississippi  
Madison County <sup>3</sup> Personally appeared before me E D Ward Clerk of the Probate Court of said County Michael Wobner who acknowledged that he signed sealed and delivered the within and foregoing deed on the day and year therein mentioned as his voluntary act and deed.

Given under my hand & seal of said Court at Office in the City of Canton this 15th day of August A D 1866  
E D Ward Clerk,

Hennetta A Richardson & <sup>3</sup>  
J D Richardson } Deed for Record Aug 11th 1866  
J D } Deed in Trust } Recorded Aug 15th 1866  
Mr E L Prindexter }

This Indenture made this 8th day of May 1866 between Hennetta A Richardson and Josiah B Richardson her husband of the County of Madison and State of Mississippi of the first part and Joseph Bell and Fulton Anderson of the County of Hinds and State of Mississippi parties of the second part, and Mr E L Prindexter of the County of Hinds and State of Mississippi party of the third part Witness, that whereas said parties of the first are indebted to said party of the third part in the amount of Fifty thousand pounds of middling cotton evidenced by their obligation of

even date herewith to deliver in the City of New Orleans La. free of all charges and expenses on or before the 1st of December next fifty thousand pounds of Middling Cotton to said E L Poindexter or to such person as she or her agent, Wm J. Pithers may direct and to pay all taxes both State and Federal that now are or before the date of delivery may be imposed on said Cotton, and turn it over in New Orleans free of all charges and ready for export, or in default of delivery as aforesaid to pay said E L Poindexter for the same at the highest quotations for Middling Cotton published in the Price Current in New Orleans or in the New Orleans daily Papers on the first day of December next, and said Joseph Bell and Fulton Anderson or either of them are hereby authorized to make the computation and fix the exact amount due, and their computation is to be conclusive on the parties hereto, the money to be paid on the first day of December next, and to bear interest thereafter at the rate of ten per cent per annum until paid. And the said parties of the first part being desirous to receive the prompt payment of said indebtedness at its maturity,

Now the said parties of the first part for and in consideration of the sum of ten dollars to them in hand paid by said parties of the second part, the receipt of which is hereby acknowledged have granted bargained sold released conveyed and confirmed, and by these presents do grant bargain sell release convey and confirm unto the said parties of the second part their heirs and assigns forever all the following described land, situated in the County of Madison and State of Mississippi known as the Armandale Estate and more particularly designated and described as follows to wit.

The South half of section twenty three, all of section twenty six, the north east quarter and the east half of the north west quarter of section twenty seven, and the south half of the south half of section twenty two less ten acres out of the west side of said subdivision all being in Township Eight of Range one East, containing thirteen hundred fifty acres more or less.

For the consideration said parties of the first part hereby sell and convey to said parties of the second part all the household and kitchen furniture of every description that now is, or at any time during the current year may be placed in the mansions houses on said land and all the crop of Cotton and Corn that may be raised during the current year on said lands, and all the plantation tools and implements waggons, garing &c &c that are on said lands, and forty head of mules & horses and the entire stock of

leathe hogs & sheep now on said Annandale Estate and one Jack  
To have and to hold the above described lands with all their  
improvements and the personal property above described to the  
only proper use benefit and behoof of them the said parties of  
the second part, their heirs and assigns forever.

And said parties of the first part for themselves heirs executors &  
administrators covenant with said parties of the second part  
their heirs and assigns that they are lawfully seized and possessed  
of said lands, 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 more thro, to wit. Should said parties of the first  
part fail to pay and satisfy said obligation at maturity, then  
it shall be the duty of said parties of the second part, or either  
of them, (each of them being hereby fully authorized and  
empowered to act singly and without the other) at the request  
of said party of the third part, 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 auc-  
tion 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  
to convey the same to the purchaser or purchasers thereof, and  
the proceeds of said sale shall first be applied to the payment  
of the debt and interest thereon, and the cost of executing this  
trust, and the balance if any there be shall be paid to said  
parties of the first part. Until default is made said parties  
of the first part are authorized to retain possession of the lands &  
other property herein conveyed. But should said <sup>parties</sup> of the first part well & truly  
pay said obligation at maturity then this deed to be void & of no effect, otherwise to  
remain in full force & virtue, In testimony of which said parties of the first & second  
parts have hereunto set their hands & affixed their seals this day & date first above written

State of Mississippi }  
County of Madison }  
Hemetta Richardson  
Josiah D. Richardson  
E. Bell

I personally appeared before the undersigned a Justice of the Peace in for said  
County of Madison the within named Hemetta Richardson & Josiah D. Richardson who acknowledged that  
they signed sealed & delivered the foregoing deed of trust on the day & year therein mentioned as their act & deed & that said  
Hemetta Richardson in a private examination before now separate & apart from her said husband ac-  
knowledges that she signed sealed & delivered the foregoing deed in trust as her voluntary act & deed & without the fraud  
or compulsion of her said husband. Given under my hand & seal this 31st day of May 1866. J. C. Anderson J.P.

Henrietta A. Richardson }  
 J. B. Richardson } Deed for Record August 11th 1866  
 J. B. Deed in Trust } Recorded August 15th 1866.  
 Martha S. Withers }

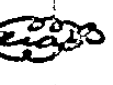


This Indenture made this 1st day of June 1866  
 between Henrietta A. Richardson and Josiah B. Richardson her  
 husband of the County of Madison and State of Mississippi of the first  
 part and William T. Withers and Joseph Bell of the County of Hinds  
 and State of Mississippi parties of the second part, and Martha T.  
 Withers of the County of Hinds and State of Mississippi party of the third  
 part. Witnesseth, that whereas said parties of the first part are  
 indebted to said parties of the third part in the amount of twenty  
 thousand dollars evidenced by their joint note for the sum of  
 twenty thousand dollars, dated Madison County Mississippi  
 June 1st 1866, and payable on the first day of January next at the  
 Citizens Bank of La in New Orleans La to said parties of the  
 third part or order and bearing interest after maturity at the rate  
 of ten per cent per annum until paid.

And the said parties of the first part being desirous to secure the  
 prompt payment of said indebtedness at its maturity.  
 Now this Indenture Witnesseth, that said parties of the first part  
 for and in consideration of the sum of ten dollars to them in hand paid  
 by said parties of the second part the receipt of which is hereby acknowl-  
 edged, 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 lands situated in the County of Madison  
 and State of Mississippi and more particularly designated and described  
 as follows to wit. The South half of section twenty three, all of section  
 twenty six, the N East and the E 1/4 of the N West of section twenty seven  
 and the south half of the South half of section twenty two, up ten acres  
 off of the West side of said subdivisions, all of said lands being in  
 Township Eight of Range One East, containing thirteen hundred  
 and fifty acres of land more or less;

For the same consideration said parties of the first part have and do hereby  
 sell and convey to said parties of the second part all the household and  
 kitchen furniture of every description now on said Anandale Estate  
 estimated at thirty thousand dollars in value, all the paintings library  
 silver ware and silver plate now on said Estate, Forty head of Mules  
 and horses, all the waggon gear, plantation tools and implements of  
 every description, and the entire crop of cotton & corn planted and to be raised  
 on said land during the current year, being about five hundred acres



planted in cotton and then hundred in corn and policies of insurance for fifty thousand dollars which have been taken out on the building and furniture on said estate. There is a first mortgage in favor of Mrs M L Johnston on the above land and part of said furniture and policies of insurance, to secure a deferred payment of twenty five thousand dollars. To Have and to Hold the above described lands with all their improvements and the personal property above described to the only proper use benefit and behoof of them the said parties of the second part, their heirs and assigns forever. And said parties of the first part for themselves 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 claim or claims of all persons whatsoever. As trust nevertheless, and for the following use intent and purpose and now other, to wit: Should said parties of the first part fail to pay & satisfy said said indebtedness maturity, then it shall be the duty of said parties of the second part or either of them (each of them being hereby fully authorized and empowered, to act singly and without the other) at the request of said parties 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 sufficient thereof to satisfy the debt and interest and the cost of executing this trust and to convey the same to the purchaser or purchasers thereof, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon, and the cost of executing this trust and the balance if any there be shall be paid to said parties of the first part. Until default is made said parties of the first part are authorized to retain possession of the lands & other property herein conveyed. But should said parties of the first part well truly pay said indebtedness at maturity then this deed to be void & of no effect, otherwise to remain in full force & virtue.

In testimony of which said parties of the first and second parts have hereunto set their hands & affixed their seals this day & date first above written.   
 Henrietta A Richardson    
 Josiah B Richardson    
 Es Bell 

The State of Mississippi   
 Madison County

Personally appeared before the undersigned a justice of the peace in & for said County the within named Henrietta A Richardson & J B Richardson who acknowledged that they signed seals & delivered the foregoing deed of trust on the day & year therein mentioned as their act & deed, and the said Henrietta A Richardson on a private examination before me separate and apart from her said husband acknowledged she signed seals & delivered the foregoing deed in trust as her voluntary act & deed, fully & without the fear, threat or compulsion of her said husband, given under my hand & seal this first day of

Jess W. K. Stamps   
 Annexed & Cancelled

June 4 1866. R E Andrews J P 

J. C. Stevens } Received for Record August 11th 1866.  
 J. Bell & Thomas Green } Recorded August 16th 1866.

This Indenture made this 28th day of July 1866 between James C. Stevens of the County of Hinds and State of Mississippi of the first part and J. Bell & Thomas Green of the County of Hinds and State of Mississippi parties of the second part and John Humphreys of the County of Madison and State of Mississippi party of the third part Witnesseth, that whereas said party of the first part is indebted to said party of the third part in the amount of twenty five hundred pounds of middling cotton evidenced by his obligation bearing date herewith to deliver in the City of New Orleans La free of all charges and expenses twenty five hundred pounds of middling cotton to said John Humphreys or to such person as he or his agent, Wm J. Githers may direct, and to pay all taxes both State and Federal that now are or before the date of delivery may be imposed on said cotton and turn it over in New Orleans free of all charges and ready for export, or in default of delivery as aforesaid to pay said John Humphreys for the same at the highest quotations for middling cotton published in the Price Current in New Orleans or in the New Orleans Daily Papers on the first day of December next, and said J. Bell & Thomas Green or either of them are hereby authorized to make the computation and fix the exact amount due, and their computation is to be conclusive on the parties hereto the money to be paid on the first day of December next, and to bear interest thereafter at the rate of ten per cent per annum until paid, 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 Madison and State of Mississippi and more particularly designated and described as follows to wit,

The Plantation known as the Lee place in Township Seven Range Two east, containing four hundred acres, and also the Steam Saw Mill erected by me in said Township & Range, together with all & singular whatever may belong or appertain to said saw mill,

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

second part their heirs and assigns forever.  
 And said party of the first part for himself 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 maintain and defend the title to the same against the claims or claims of all persons whatsoever.

In Trust nevertheless, and for the following use intent and purpose and more 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 hereby fully authorized and empowered to act singly and without the other) at the request of said party of the third part, or either of them after giving thirty days notice of the time and place of sale in some newspaper published in Jackson 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 to convey the same to the purchaser or purchasers thereof, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon, and the cost of executing this trust, and the balance if any there be shall be paid to said party of the first part. Until default is made said party of the first part are authorized to retain possession of the lands and other property herein conveyed,

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

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

J. L. Stevens      Seal  
 J. Bell              Seal

The State of Mississippi  
 Hinds County. I Personally appeared before me the undersigned, a Justice of the Peace in and for said County the within named James C. Stevens who acknowledged that he signed sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as his act and deed.

Given under my hand and seal this 28th day of July 1866.  
 George Dobson      Seal  
 Justice of the Peace

511 U.S. Stamps Printed & Cancelled

Horace E Arrington & } Deed for Record August 11th 1866  
 Frances E Arrington } Recorded August 11th 1866,  
 To 3 Deed

Martha S Withers } This indenture made this 27th day of February  
 A D 1866 between Horace E Arrington and Frances E Arrington  
 his wife, parties of the first part and Martha S. Withers of the County  
 of Hinds and State of Mississippi, party of the second part, Witnesseth,  
 That said parties of the first part for and in consideration of the sum  
 of two thousand one hundred & thirty three  $33\frac{1}{100}$  dollars in gold to  
 them in hand paid by said party of the second part, the receipt of which  
 is hereby acknowledged and the assumption of payment of all bills and  
 Expenses incurred on plantation account by Arrington and Withers, have  
 granted bargained, sold released, conveyed and confirmed and do hereby  
 grant bargain, sell, release convey and confirm unto said Martha  
 S Withers her heirs and assigns forever as her sole and separate property  
 all the interest of the said parties of the ~~first~~ first part, said interest being  
 one undivided half interest in the following described lands situated  
 in the County of Madison and State of Mississippi, they being the same  
 lands conveyed to said H E Arrington and M S Withers by John C  
 Ballou and wife on the 9th day of February 1866 and more particularly  
 designated and described as follows, All of section Eleven, the south  
 half and the south half of the north half of section twelve, the  
 north half, the south west quarter, the west half of the south east quarter and  
 the north half of the east half of the south east quarter of section thirteen  
 all of section fourteen, the north half of section twenty three and one hundred  
 acres off of the north end of the north west quarter and the west half of the  
 north east quarter of section twenty four so as to take thirty three and one third acres  
 off of the north end of each of the two eights, and also forty acres off of the north east  
 corner of section twenty four, it being the same forty acres that was conveyed by  
 the Planters Bank of Tennessee to George W Martin as an appurtenage to the  
 Williard plantation, All of the above described lands being in Township number Eight  
 (8) of Range One (1) east, containing twenty eight hundred & twenty acres of land,  
 Together with the interest of said Arrington in all of the stock of mules, horses, cattle  
 such plantation tools & implements provisions &c, and all the personal property of  
 every description belonging or appertaining to said plantation, To Have and to  
 hold the above described lands & personal property to the only proper use benefit &  
 behoof of her the said Martha S Withers as her sole and separate property her heirs  
 and assigns forever, And the said parties of the first part for themselves their heirs  
 executors and administrators covenant with the said party of the second part her heirs  
 & assigns that they will forever maintain & defend the title to the one undivided half  
 interest in the lands & other property herein conveyed against the claims or claims of all  
 & every person whatsoever, In Testimony of which said parties of the first part



have hereunto set their hands & affixed their seals this day & year first above written.  
Witness  
J. C. Donnell,  
Herac E. Armington Seal  
Francis E. Armington Seal

State of Maine

City of Portland, County of Cumberland ss, Be it remembered that on this 26th day of May A.D. 1866, before me the undersigned James C. Donnell, a Notary Public duly appointed by the Executive Authority in the County & State of aforesaid to take acknowledgments of deeds &c. personally appeared Herac E. Armington & Francis E. Armington his wife to me personally known to be the individuals named in & who executed the foregoing conveyance who each acknowledged that they signed sealed and delivered the same on the 26th day of May A.D. 1866 as their voluntary act & deed for the uses & purposes therein mentioned. And the said Francis (wife of said Herac E. Armington) did moreover on a private examination made by me separate and apart from her said husband, acknowledge that she signed sealed and delivered the foregoing as her voluntary act and deed, freely and without any fear threats or compulsion of her said husband.

For witness whereof I have hereunto set my hand & affixed my official seal the day & year aforesaid.

James C. Donnell  
Notary Public at Portland Maine,

State of Maine

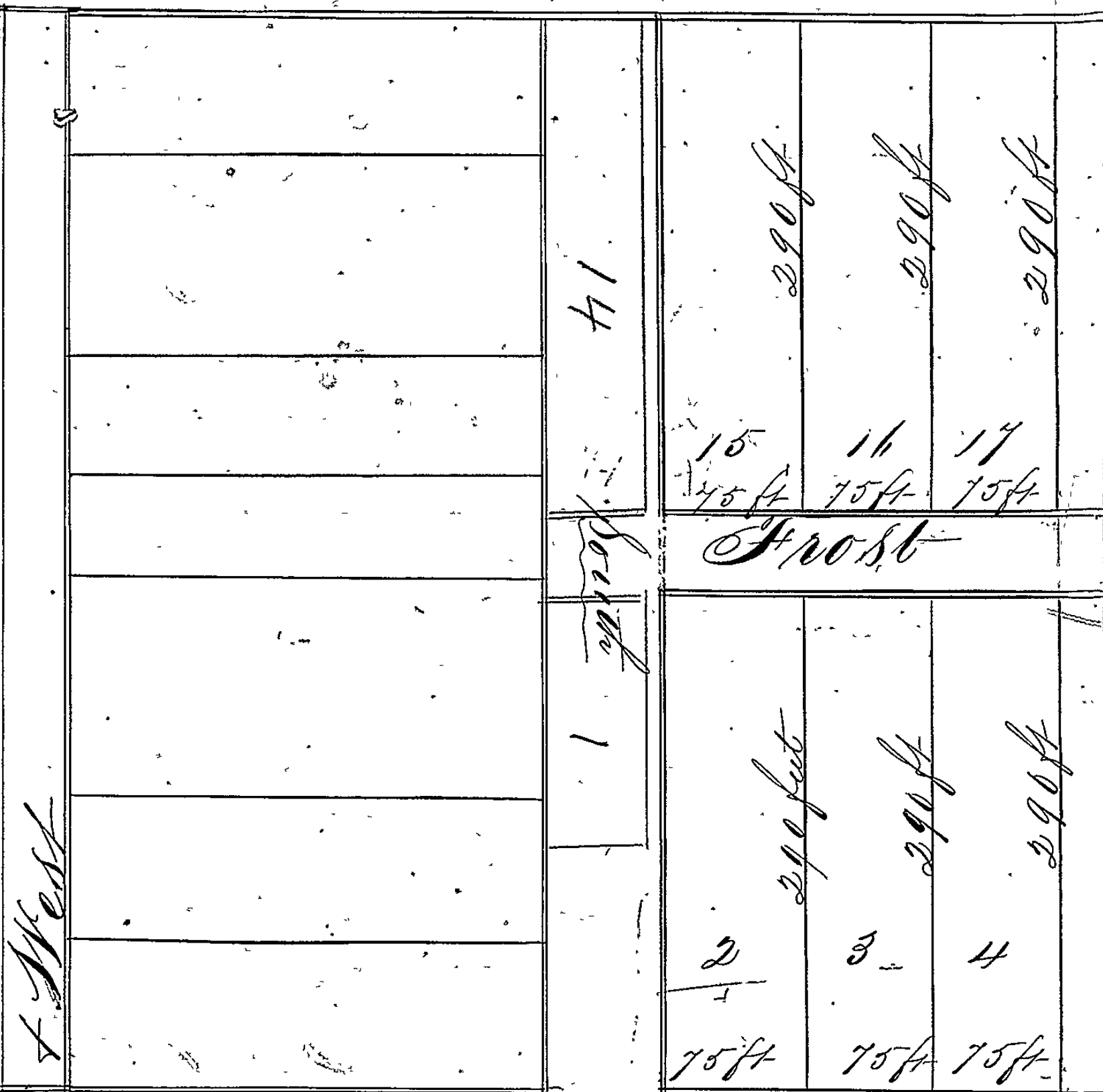
Cumberland, ss. Clerk's Office, Supreme Judicial Court,  
Portland May 26th 1866,

J. W. Fessenden, Clerk of the Judicial Courts, within and for said County of Cumberland (being Clerk of Record) do hereby certify that James C. Donnell is and at the date of his certificate to the paper hereto annexed was an acting Notary Public, within and for the County of Cumberland as appears by the paper hereto annexed, that he is duly commissioned and qualified to administer oaths & take acknowledgments of Deeds and other Instruments in writing, in the County of aforesaid, and that the foregoing signature purporting to be his is genuine to the best of my knowledge & belief.

For testimony whereof I have hereunto set my hand & affixed the Seal of the said Supreme Judicial Court for said State the day & year first above written,  
J. W. Fessenden Clerk.

1/2<sup>5</sup> U.S. Stamps  
Impressed & Cancelled

Filed for Record &  
Recorded Aug 11, 1886



Rail Road

Street East

Right of Way  
Property

Malpison's  
Residence

Couch's  
Residence

Wards  
Residence

18	19	20	21	22	23	24	25	26
75ft	75ft	75ft	75ft	75ft	75ft	75ft	75ft	75ft
290ft	290ft	290ft	290ft	290ft	290ft	290ft	290ft	290ft

Street 50 Feet Wide North & South

5	6	7	8	9	10	11	12	13
75ft	75ft	75ft	75ft	75ft	75ft	75ft	75ft	75ft
290ft	290ft	290ft	290ft	290ft	290ft	290ft	290ft	290ft

Street 50 Feet Wide North & South

Miss Coastal Rail Road

290  
 75  
 ---  
 1050  
 2036  
 27

See A.H.H. 1287

North

The Lipscomb & Wife's Deed for Record August 16th 1866;  
To Mortgage } Recorded Aug 17th 1866,  
H. J. Tralaw }

State of Mississippi

Madison County

This Indenture made the 19th day of July A D 1866 between Thomas Lipscomb and Mary A Lipscomb his wife of the first part and H. J. Tralaw of the second part all of the County and State of aforesaid, Witnesseth that whereas the said Thomas Lipscomb stands indebted to the said H. J. Tralaw by his note bearing date the 1st day of January A D 1866, in the sum of sixteen hundred dollars, bearing interest at the rate of eight per cent per annum from date, to be paid in specie or its equivalent and payable to the said H. J. Tralaw on the 1st day of January 1867. And whereas in consideration of the said debt, and for the better securing the payment of the same, and in consideration of the further sum of ten dollars in hand paid to the party of the first part by the party of the second part at & before the execution of these presents, the said Thomas Lipscomb and Mary A Lipscomb his wife, party of the first part hath bargained sold aliened & conveyed, and by these presents doth bargain sell alien and convey unto the said H. J. Tralaw the following tract or parcel of land lying & being in the County of Madison and State of aforesaid, the said tract being the separate property of the said Mary A Lipscomb, which she as of her own right, described as follows to wit, A Cert of Section 1 39 R 1 E. W/4 of S E 1/4 Section 1 39 R 1 E. S/4 of the E/4 of the S E 1/4 Section 36. S 10. R 1 E. & twenty five acres or all that portion of the E/4 of the N W/4 of Section 1 39 R 1 E lying east of Branch Creek, containing in all three hundred acres more or less. To Have and to Hold the above described and conveyed tract or parcel of land with all and singular the appurtenances thereto belonging & unto the said H. J. Tralaw his heirs Executors, administrators and assigns forever.

Provided nevertheless, and it is the true intent and meaning of these presents, that if the said Thomas Lipscomb, his executors or administrators, shall well and truly pay or cause to be paid unto the said H. J. Tralaw or his legal representatives the said sum of sixteen hundred dollars according to the said note, with all interest thereon upon the said 1st day of January 1867; then & from thenceforth, or whenever the said note is fully paid and satisfied, this conveyance to be utterly null and void, anything herein contained to the contrary notwithstanding and it is covenanted and agreed by and between the parties to these presents that untill default is made in the payment of the said sum intended hereby to be secured as heretofore herein set forth, it shall & may be lawful for the said Tho Lipscomb & Mary A Lipscomb quietly

Record satisfied in full of the Mortgage January 25th 1870  
H. J. Tralaw



and peaceably to hold occupy and possess the said lands herein conveyed and to use receive & take the rents, issues & profits thereof to their own proper use & behoof any thing herein contained to the contrary in anywise notwithstanding.

In testimony whereof our huncants affix our hands & seals this 17th day of July A D 1866.

T A Lipscomb  
M A Lipscomb

State of Mississippi

Madison County Depts and E D Ward Clerk of the Probate Court of said County this day personally appeared the within named Tho Lipscomb who duly acknowledged that he signed sealed and delivered the foregoing Deed upon the day & year therein mentioned as his own act & deed. Upon the same day personally came Mary W Lipscomb wife of Thomas Lipscomb who in a private examination separate and apart from her husband acknowledged that she signed sealed & delivered the same as her own voluntary act & deed upon the day & year and for the purposes therein mentioned, freely without any fear threats or compulsion of her said husband.

At Witness my hand & the seal of the said Court this 17th day of July A D 1866.

200 W S O Stamps  
Annulled & Cancelled

E D Ward Clerk

R M Latimer  
T A Deed  
Sarah A Nelson

Paid for Record & Recorded Aug 21. 1866

This Indenture entered into and executed this 16th day of August 1866. by and between Robert M Latimer of the first and Mrs Sarah A Nelson wife of Dr W Llay Nelson of the second part all of the County of Madison State of Mississippi. Witnesseth that Thomas Hunt fore to wit on the 17th day of November 1815. G B Kelly executed his certain deed of trust whereby he bargained sold & conveyed to the party of the first part as trustee for the use and benefit of J B Cornell certain qui trusts the following lot or parcel of land lying and being in the City of Canton, County and State of Missis. Ten or more & described in the plot of said City as the South of the North half of lot four (4) in Square eight (8) fronting twenty five feet on the public square and running back East two hundred feet together with another lot or parcel of land mentioned in said deed in order to secure the prompt and punctual payment of a certain promissory note executed & delivered by the said G B Kelly dated November 17th 1815 payable in sixty days from the said 17th November 1815 to the said J B Cornell for

the sum of thirty five hundred dollars with interest at the rate of ten per cent from the date of said note and whereas by the terms of said deed it was made incumbent for the party of the first part as trustee aforesaid provided said note was not paid at maturity after giving thirty days notice of the time place & terms of sale in one of the newspapers published at Canton Mississippi in the said County of Madison to proceed and sell at public outcry the said described lot or parcel of land together with all and singular the buildings thereon to the best and highest bidder for cash and whereas the said G P Kelly the grantor in said deed did on the 25<sup>th</sup> day of June 1866 in writing waive & dispense with the thirty days notice being given as required by the terms of said original deed of trust and did consent and agree that said trustee might proceed to sell said real Estate so conveyed as aforesaid at such time and place and on such terms as he the said trustee might see fit without giving notice of such sale as required by said original deed. And the premises considered and for and in consideration of the sum of Fourteen hundred dollars in cash paid & the execution and delivery by the party of the second part to the said G P Correll of his note for Eleven hundred dollars balance of the purchase money and making in all two thousand five hundred dollars. The party of the first part as trustee aforesaid hereby bargain sell & convey unto the party of the second part his heirs and assigns all the right title interest and claims of the said G P Kelly in & to the said described lot or parcel of land together with all and singular the improvements thereon and hereby warrants and will defend as trustee aforesaid and in that capacity only the title of the said Kelly in & to the said bargained premises unto the party of the second part his heirs and assigns forever. but it is the understanding & agreement that the said Correll the trustee of the trust is to retain through or as trustee under said original deed a special lien upon the said lot & all improvements until the entire balance of the purchase money principal & interest is paid by the party of the second part. In testimony whereof I set my hand & seal the day & year first before written.

G P Kelly  
Trustee.

The State of Mississippi  
County of Madison  
Personally appeared before me E D Ward Clerk of the Probate Court in and for said County G P Kelly who acknowledged that he signed sealed and delivered the foregoing instrument as his own act and deed for the purposes therein specified and on the day and year therein written. Given under my hand & the seal of said Court this

21<sup>th</sup> day of August A D 1866.

*W. D. Amos* Canceled

E D Ward Clerk

Robert Jefferson & Wife } Need for Record Aug 21<sup>st</sup> 1866  
 To Be Deed } Recorded Aug 23<sup>rd</sup> 1866.  
 Amos Drane }

This indenture made this 27<sup>th</sup> day of February in the year of our Lord eighteen hundred and sixty six by and between Robert Jefferson, alias Robert Draring and Reelia his wife of the City of Indianapolis & State of Indiana of the first part and Amos Drane of the County of Madison State of Mississippi of the second part Witnesseth, that the said parties of the first part for and in consideration of the sum of twelve hundred dollars to them in hand paid, by the said party of the second part have given granted bargained sold aliened and conveyed, and by these presents do give grant bargain sell alien and convey to the said party of the second part the following described lot or parcel of ground lying and being in the City of Canton in said County of Madison known as the "Robert Draring Lot" and more particularly described in a deed of conveyance of the same made by John Stone to Stein McRaven, and by said McRaven to Thomas McChristmas and by said McChristmas to Jeph Heard and by William Heard Executor of the Will of said Jeph Heard to George Ward, and by said Ward to St A St Larrison, the said last mentioned deed being recorded in Book N. p 592 of the land records of said County. To Have and to Hold said lot or parcel of ground with all and singular the buildings and improvements thereon unto him the said party of the second part his heirs and assigns forever. And the said parties of the first part for themselves their heirs executors and administrators do hereby covenant and agree to and with the said party of the second part his heirs and assigns, the title to the said lot or parcel of ground and the improvements thereon forever to maintain and defend to the said party of the second part his heirs and assigns forever, against all incumbrances, and against the claims or claims of all and every person or persons whatsoever.

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

Witnesses  
 Geo W Meas  
 E H Bacon,

his  
 Robert Jefferson  
 and  
 Reelia her Jefferson  
 (initials)

1<sup>54</sup> U.S. Stamps }  
 Annexed (Cancelled) }

The State of Indiana }  
 County of Marion } ss. Personally appears before the undersigned  
 a Notary Public in and for the County and State aforesaid Robert  
 Jefferson alias Robert Osaring, who acknowledges that he signed  
 sealed and delivered the foregoing deed on the day & year therein men-  
 tioned as his act and deed, and also personally came before me  
 Reelia, wife of said Robert Jefferson, on a private examination by  
 me made, separate and apart from her said husband, did acknowledge  
 that she signed sealed and delivered said deed, on the day and year  
 therein mentioned as her voluntary act and deed, freely, without any  
 fear threats or compulsion of her said husband.

Given under my hand & seal this twenty seventh day of  
 February A D 1866.

Bennett F Witt  
 Notary Public.

State of Indiana }  
 Marion County } ss. I William C Smock, Clerk of the Circuit  
 Court within and for the County of Marion aforesaid, do hereby  
 certify that Bennett F Witt Esqr, whose certificate of acknowl-  
 edgment appears to the Instrument of writing to which this  
 is attached, was on the date and at the time of making said  
 certificate to wit, the twenty seventh day of February 1866, an  
 acting Notary Public, within and for said County of Marion  
 duly elected, commissioned, and qualified, and that full  
 faith and credit ought to be given to his Official acts and  
 that the signature purporting to be his is genuine.

By Witness of which I hereunto affix the seal of said Court  
 and subscribe my name, at Indianapolis this 27  
 day of February A D 1866.

William C Smock Clerk.

Robert Doyle & wife } Deed for Record Aug 24th 1866  
 J. J. Dodd of Trust } Recorded Aug 25th 1866  
 Ford & Otto }

This Indenture entered into this 18th day of August  
 A D 1866, between Robert Doyle and Margaret Doyle his wife  
 of the first part & James Wales of the second part, and J. H. Ford  
 and Daniel H. Otto, partners in trade under the name and  
 style of Ford & Otto of the third part, all of the County of Madison  
 & State of Mississippi. Witnesses.

That the said parties of the first part being indebted to the said  
 party of the third part in the just sum of one thousand dollars



The hereby acknowledged receipt of the full amount of money secured by this deed, and release all and every claim against said deed or included to be secured by the same - June 13th 1867 Ford & Otto

as is evidenced by their promissory note bearing even date with these presents, payable to the said Ford & Otto on the 1st day of November 1866, with ten per cent interest from date, and being also desirous of obtaining from said Ford & Otto further advances in plantation supplies to the amount of five hundred dollars, and being desirous of securing the prompt payment of aforesaid note at its maturity, and also to secure the payment of advances to be made as above stated have this day bargained, sold and conveyed, and by these presents do bargain grant sell and convey to the said party of the second part a certain tract of land situate in the County of Madison State of Mississippi described as the W/2 of S W/4 section 2, and E/2 of S E/4 Sec 3, and the E/2 and E/2 of W/2 of section 10 & the W/2 of W/2 of Section 11, estimated at eight hundred acres, and also the said parties of the first part do grant sell & convey to the said party of the second part, Eight Mules, three horses forty five (45) head of cattle - yokes of Oxen - head of sheep twenty plows & cotton scrapers & charrrows, one hundred (100) head of hogs, to Have and to hold the above conveyed property real and personal to the said party of the second and his successors forever free from all claim or claims of the said parties of the first & their heirs and assigns, and the said parties of the first part covenant & agree with the said party of the second part that they are seized in fee of the above conveyed land, and that they have an unincumbered title to, and full possession of the above conveyed property, and that they will and do hereby bind themselves their heirs administrators & Executors to warrant and defend forever to the said party of the second part his successors or assigns the title to the above conveyed property against the claim or claims of all persons whatsoever, and for the above considerations, and for the purposes aforesaid, the said parties of the first part do hereby convey and sell to the said party of the second part, all the crop of cotton growing upon said above conveyed tract of land.

In trust nevertheless, and upon the following conditions, the said parties of the first part are to remain in possession of said land and personal property, except the cotton, until default is made by them in payment of the note to Ford & Otto for one thousand dollars, or until they make default in payment of advances hereafter received as provided for, and when in the event of default in the payment of said note or for subsequent advances, by the parties of the first part, the



party of the second part, shall be requested so to do by the parties of the third part, he shall proceed to take possession of all the personal property above conveyed and upon giving thirty days notice in a public newspaper published in said County, shall proceed to sell the said property to the highest bidder at public auction before the Court House door in the City of Canton, and from the proceeds of said sale shall first pay the costs of the execution of this trust and then pay the amount due from the parties of the first part to the parties of the third part, and the surplus if any shall be paid over to the parties of the first part, And it is further understood covenanted and agreed, between the parties of the first, second and third parts, that the parties of the first part shall as rapidly as the cotton above conveyed is ginned & packed hand the same to the City of Canton and deliver the same to the said parties of the third part, and from the proceeds of the sale of said cotton, they shall extinguish the indebtedness of the parties of the first part to the parties of the third part, and in the event the cotton thus conveyed, shall be sufficient to pay the said indebtedness and all the costs of this trust, then and in that event this conveyance shall be void as to the other property conveyed, or in the event the said parties of the first part should in any manner fully liquidate & pay off said indebtedness to said parties of the third part at maturity and all the costs of this trust, then this conveyance also to be void, otherwise to remain in full force and virtue,

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

Robert Doyle *[Signature]*  
 Margaret Doyle *[Signature]*  
 James Wales *[Signature]*

State of Mississippi }  
 Madison County } 05

I personally appeared before the undersigned a justice of the peace in & for said County Robert Doyle and Margaret Doyle, known to me as the grantors in the foregoing deed who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as this act and deed, And the said Margaret Doyle upon a private examination by me separate and apart from her said husband, acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely, without any fear threats or compulsion of her said husband.

Given under my hand & seal this 18th day of August A.D. 1866.

*[Signature]*  
 W. S. Bailey  
 Cancelled

W. S. Bailey, Mayor of the City of Canton &  
 Ex. Officio a Justice of the Peace in & for said County.

A. W. Scott & Wife 3  
 3 Deed of conveyance  
 Mary Harris 3

The State of Mississippi  
 Madison County 3

This Indenture made and entered into this the 22nd day of August A. D. 1866 between A. W. Scott and E. A. Scott his wife, of the first part and Mary Harris of the second part, all of the County of Lake and State aforesaid.

Witnesseth, that whereas the party of the first part executed a deed of conveyance to the party of the second part, bearing date the 11th day of October A. D. 1865, which said deed was filed for Record in the Office of the Clerk of the Probate Court of Madison County, State aforesaid on the 2nd day of November A. D. 1865, and was duly recorded in Book "2" pages 58 and 59 of Records of Deeds in said Office, conveying unto the party of the second part certain lands therein described as follows to wit: The east half of the north west quarter of Section thirteen, Township ten, Range five east, containing eighty acres more or less, and the west half of the north west quarter, and the west half of the east half of the south west quarter of section thirteen, in township ten Range five east, except fifteen acres which is run off the E. half of the S. W. quarter as described above, making in this tract one hundred and five acres and making in both tracts as above described, conveyed by this instrument, one hundred and eighty five acres more or less all lying and being in the County of Madison and State of Mississippi, and whereas a mistake occurred in the above description in that the "west half of the north west quarter of Sec. 13, T. 10 R. 5 E. is conveyed, when it was the true intention of the said party of the first part to convey the west half of the south west quarter of Sec. 13, T. 10, R. 5 E. and whereas the said parties are desirous to correct the error aforesaid, now they for in consideration of the premises, and for the consideration set forth in the deed 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 the party of the second part the following tract or parcel of land, which it was the true intention of the parties to convey by the former deed aforesaid, that is to say, the east half of the N. west quarter of Sec. 13, T. 10, R. 5 E. and west half of the south west quarter, and the west half of the east half of the south west quarter of section 13, T. 10, R. 5 E. except fifteen acres which is run off the east side of the said N. W. of the E. of S. W. 4, making in all one hundred and eighty five acres, more or less, all lying and situate,

in the County of Madison and State aforesaid: To Have and to Hold the above described lands as corrected, Together with all & singular the appurtenances thereunto belonging, unto to her the said Mary Harris, party of the second part her heirs and assigns forever. It is understood by the parties hereto that this deed is to be taken in connection with the deed above alluded to, and is intended to point out, and correct the said error in the description of the land aforesaid, and to convey that which it was the true intention of the parties to convey in the former deed aforesaid.

The words & figures "of sec 13, T. 10. R. 5 E." between the 11th & 12th lines on first page from bottom, were intentions, and the erasures on the 3rd line from top of 2nd page was made before the execution of these presents.

In testimony whereof we hereunto set our hands and affix our seals this the 22nd day of August A D 1866.

A. C. Scott *[Signature]*  
E. A. Scott *[Signature]*

State of Mississippi  
Leake County } Before me a Justice of the Peace of said County this day personally appeared A. C. Scott who acknowledged that he signed sealed and delivered the foregoing deed, on the day and year therein mentioned as his own act and deed. Also on same day personally appeared the within named E. A. Scott, wife of the said A. C. Scott, who on a private examination separate and apart from her said 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, fully without any fear threats or compulsion of her said husband for the purposes therein contained. As witness my hand and seal this the 22nd day of August A D 1866.

Saml E. Matthews *[Signature]*

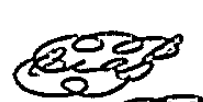
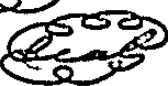
1-503 Revenue Stamps  
Annexed & cancelled

Thomas H. Lockett & Wife  
To } Deed }  
Madison County } Recd for Record & Recorded Aug 27th 1866.


This Indenture made and entered into this 14th day of August A D 1866 by and between Thomas H. Lockett and his wife Amanda Lockett of the County of Madison in the State of Mississippi parties of the first part and of R. Powell, President and J. L. Heat, G. C. Cooper, J. J. Hulme and W. J. Tindall, Members of the board of Police in and for the County of Madison in the said State of Mississippi parties of the second part Witnesses.

That for and in consideration of the sum of One thousand dollars lawful money to them in hand paid the receipt whereof is hereby acknowledged, the said parties of the first do by these presents Grant bargain sell and convey unto the said parties of the second part and their successors in Office the following tract of land described as the West half of the North east quarter of section Sixteen in Township Two of Range five east situate in the said County of Madison and containing eighty acres more or or less. To Have and to Hold to the said parties of the second part & to their successors in Office for and during the term of Ninety nine years from the 12th day of May A D 1845. to be determined and ended on the 12th day of May A D 1944. And the said parties of the first part and their heirs shall and will warrant and defend the title of the said tract of land in the peaceable possession of the said parties of the second part their assigns and successors in Office for and during the period aforesaid against the claims and demands of all persons whomsoever. And the said Amanda Lockett hereby forever renounces and relinquishes all rights and claim to Dower which she may now or in future have in or to the said tract of land.

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

Thos. H. Lockett   
Amanda Lockett 

The State of Mississippi  
Madison County, Miss. Personally appeared before me J. R. Brooks a Justice of the Peace in and for said County Thomas H. Lockett who acknowledged that he signed sealed and delivered the foregoing deed on the day & year therein mentioned as his act & deed. And the said Amanda Lockett wife of said Thomas H. Lockett on a private examination apart from her said husband acknowledged that she signed sealed & 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.

Given under my hand and seal this 18th day of August A D 1866,  
James R. Brooks J. P. 

1<sup>st</sup> W. S. A. Stamps  
Amused & Canceled



J. T. Hollingsworth et al. } Recd for Record Aug 27<sup>th</sup> 1866  
 J. J. Deed }  
 Thomas H. Lockett } Recorded Aug 28<sup>th</sup> 1866.

This Indenture made this thirtieth day of August A D 1866 by and between Jephtha T. Hollingsworth John Hall and William M. White Trustees of School Township No Ten of Range No Five East in Madison County State of Mississippi parties of the first part, and Thomas H. Lockett of the County and State of said of the second part Witnesses, That whereas Section No. 16 in said Township Ten of Range No Five East in this County of Madison State of Mississippi and heretofore granted by the United States to the State of Mississippi for school purposes was after being duly advertised for sale according to law by the then duly qualified trustees of said School Township was on the 12th day of May A D 1845 duly offered for sale at the Courthouse door of said County in the town of Canton at Public Auction for the term of ninety nine years from said day of sale on a credit in four equal annual installments due one two three and four years after sale respectively as by the Statute of the State of Mississippi in such cases was required, and whereas at said sale Miles Murphy was the highest and best bidder for the west half of the north east quarter of said section 16, the said parcel of land was struck off to said Murphy for the sum of two hundred and forty + 80/100 dollars, as the purchase money, and said Murphy having given his notes for the payment of said purchase money, as by law required, the said trustees by their President W. M. Wiley executed and delivered to said purchaser a Title Bond for said tract of land in due form of law, and whereas on the 17th day of November 1856 the said Murphy assigned the said Title Bond to said Thomas H. Lockett and requested the Trustees of said School Township to make to said Lockett a deed of Conveyance to said tract of land and the said purchase money and interest thereon having been duly paid, and the said parties of the first part being duly elected and qualified successors in office as Trustees of Township Ten, Range five east of the Trustees of said, Now therefore the said parties of the first part by the authority vested by Law in them as trustees as aforesaid in consideration of the sum of Two hundred and forty + 80/100 dollars to them in hands paid the receipt whereof is hereby acknowledged do by these presents Grant Bargain Sell and Convey unto the said party of the second part, the said West half of the north east quarter of Section Sixteen in T (10) Ten of Range 5 East in the County and State of said, containing Eighty acres more or less with all the appurtenances thereto in anywise belonging, To Have and to



Holds unto the said party of the second part his heirs and assigns for and during the term of thirty nine years from the said 12th day of May A D 1845. To be completed and determined on the 12th day of May A D 1944. And the said parties of the first part hereby convey to the said parties of the second part the said tract of land as fully and completely as by Law they can do warranting and defending the title so conveyed in the peaceable possession of the said party of the second part, and his heirs and assigns against all acts done or suffered by the said parties of the first part and none others.

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

J. J. Hollingsworth  
John Hall  
W. W. White

State of Mississippi  
Madison County Personally appeared before me J. J. P. Brooks an acting Justice of the Peace in and for said County J. J. Hollingsworth John Hall & William W. White Trustees of School lands Township 10. Range 5 East who acknowledges they signed sealed and delivered the within conveyance for the purposes therein expressed

Witness my hand and seal this 14th day of August 1866,

J. J. P. Brooks

51 W. S. Stamps  
Annexed & cancelled

Max Gutzman 3  
To 3 Julia A. Hargow 3  
Filed for Record August 27th 1866  
Recorded August 28th 1866

This Deed of Conveyance made this 22nd day of August A D 1866 between Max Gutzman of the City of New Orleans and State of Louisiana party of the first part, and Julia A. Hargow of the City of Canton and State of Miss party of the second part, Witnesseth, that said party of the first part, for and in consideration of the sum of six (\$600) hundred dollars to be paid as follows to wit. The sum of four hundred dollars upon the delivery of these presents, the receipt whereof is hereby acknowledged, and the sum of two hundred dollars (\$200) to be paid sixty days after the date of these presents (the said party of the first part hereby expressly reserving his vendors lien

for the payment of said two hundred dollars) hath granted bargained, sold, transferred and conveyed, and doth hereby grant bargain, sell, & convey unto the said party of the second part, his heirs executors & assigns, the following tract or parcel of land, situate lying and being in the City of Natchez and State of Mississippi known & designated as follows to wit, fifty (50) feet of the lot, adjoining the lot sold by one David W. Fulton and Wife to William C. Hargens Father of the said party of the second part, by deed of date October fifth A D 1861. Said fifty feet fronting on Peace Street, thence running back parallel with said Wm C Hargens Lot to Franklin Street being the fifty feet, next adjoining the said lot of Wm C Hargens of the two Hundred & five feet fronting Peace Street, and purchased by the said party of the first part from one James Reagan as shown by his deed in Book 2 of Records p. 70, together with all and singular the premises and appurtenances thereto belonging.

To Have and to Hold to the said party of the second part, his heirs, executors, administrators and assigns, all the foregoing described land & premises forever.

And the said party of the first part for himself, his heirs & Executors by these presents Covenant promise & agree to and with the said party of the second part, his heirs, Executors and assigns that he will and his heirs & assigns shall forever warrant & defend the title to said granted land & premises, against the claims of all and every person whatsoever, (the vendors here only excepted.)

In testimony whereof the said party of the first part (Batchelor) has hereunto set his hand and seal this 25th day of August 1866

E. Raw

E. F. Virgin

Max Gutzmer

(All interlineations in the copy of numbers or words inflicting amounts made before delivery.)

B. J. Simmons  
Wm M Cooper

State of Louisiana  
City of New Orleans

Personally appeared before me Charles Stringer, a Commissioner for the State of Louisiana duly appointed by the Executive of the State of Mississippi to take acknowledgements of deeds, &c. to be recorded in said State of Mississippi the within named Max Gutzmer, who acknowledged that he signed, sealed and delivered the foregoing deed, on the day and year therein mentioned as his act and deed.

Given under my hand this twenty fifth day of August 1866.

W.D. Stamps  
Annexed & Cancelled

Chas Stringer  
Comrs Miss

Max Gutzmer } Sealed for Record & Recorded August 29th 1866.

To: Deed

George Luckett } This Deed of Conveyance made and entered into this twenty second day of August 1866. between Max Gutzmer (Bachelor) of the City of New Orleans and George Luckett of the County of Madison State of Miss party of the second part With of etc. That said Max Gutzmer party of the first part for and in consideration of the sum of Twelve Hundred dollars and other valuable considerations, the receipt whereof is hereby acknowledged, has granted bargained sold conveyed and doth hereby grant bargain sell and convey unto the said party of the second part, his heirs, executors, administrators or assigns the following tract or parcel of land, Situate lying and being in the City of Canton, State of Louisiana, as follows to wit. One hundred (100) feet fronting on Peace Street, beginning at the south East end of the Lot conveyed by party of the first part to Julia A Mergon by deed of even date herewith, thence running Eastward one hundred feet (100) feet along Peace Street, thence North to Franklin Street, thence Westward along Franklin Street one hundred feet to the North East corner of lot of said Julia A Mergon, thence Southward to the place of beginning, Together with all and singular the premises and appurtenances thereto belonging. To Have and to Hold to the said party of the second part his heirs, executors, administrators and assigns all the foregoing described land & premises forever. And the said party of the first part for himself, heirs, Executors and administrators by these presents, covenants, promises and agrees to and with the party of the second part, his heirs, executors, administrators & assigns that he will, and his heirs, assigns & shall forever warrant and defend the title to said granted land & premises against the claim of all and every person whatsoever. In witness whereof the said party of the first part hereunto sets his sign & seal this 25th day of August 1866.

E. Row

E. F. Virgin

Max Gutzmer

State of Louisiana } Personally appeared before me Charles City of New Orleans } Stinger, a commissioner for the State of Louisiana, duly appointed by the Executive of the State of Mississippi to take acknowledgements of Deeds to be recorded in said State of Mississippi the within named Max Gutzmer, who acknowledged that he signed sealed and delivered the foregoing deed, on the day and year therein mentioned as his act and deed.

Given under my hand this twenty fifth day of August 1866

W.S. Stamp }  
Amended & cancelled }

Chas Stinger

Comm. Miss

Joseph F Love Recd for Record & Recorded August 30. 1866.

Deed

Wibic F Divino In State of Mississippi

Madison County

This Indenture made and entered into this 30th day of August A D 1866, between Joseph F Love party of the first part of the County of Rankin, F H Love, his wife party of the second part and Wibic F Divino of the County of Madison State of Mississippi party of the third part Witnesses. That whereas the party of the first part is indebted to the party of the second part in the sum of seven hundred and twenty dollars for money belonging to her, it being received by her from the Estate of her Grandmother Mrs Whitaker, and the separate property of the party of the second part & out the property of the party of the first part, their marriage having taken place in the year 1851. And whereas the said party of the first part has used the same, and is now desirous of securing to the said party of the second part the said sum of money, it having been received by him and used by him in July A D 1858. It is therefore in consideration of the premises, and the further consideration of two dollars to him in hand paid by the party of the third part, the said party of the first part has granted bargained sold aliened & conveyed and by these presents doth bargain grant, sell alien & convey to the party of the third part all his interest right & title as an heir at law & distributee of the Estate of his father Robert Love both in the real and personal Estate, & chooses in action of every kind in said Estate, To have and to hold the same to him the said party of the third part, his heirs & assigns forever.

And the said party of the third part is authorized & empowered to receive & accept for the same, and the proceeds he shall pay to the satisfaction of the said sum of seven hundred & twenty dollars & on years back interest thereon at ten per cent and such further interest as may accrue thereon subsequent to the date of this instrument, and after paying off said indebtedness principal & interest, the residue thereof, the said party of the third part shall pay over to any creditor or creditors of the party of the first part, and in default of such creditors, he shall pay such residue over to the party of the first part himself, Given under my hand & seal this 30th day of August A D 1866.

The State of Mississippi

J F Love

Madison County Personally appeared before the undersigned, E. D. Ward Clerk of the probate Court for said County, Joseph F Love, who duly acknowledged that he signed sealed & delivered the foregoing Deed on the day & year therein mentioned, Given under my hand & seal of Office this 30th day of August A D 1866.

12 W. S. Stamps }  
 Annuled Cancelled }

E. D. Ward Clerk  
 By J. D. Outland DC



Priestly & Mosby 2 Deed for Record Aug 30th 1866  
 To 3 Deed 2 Recorded August 31st 1861.  
 Odd Fellows Hall. 123

This Deed of conveyance, made and entered  
 into the fourth day of May A D 1854 between William Priestly  
 and Elya his wife, and Samuel L Mosby and Elya his wife all of  
 the County of Madison and State of Mississippi of the first part and  
 the Odd Fellows Hall company of the City of Canton, County of  
 Madison and State of Mississippi of the second part, Witnesses,  
 that said party of the first part for and in consideration of the  
 sum of One thousand Dollars (and divers shares of Stock in said  
 Company) the receipt whereof is hereby acknowledged, and for  
 other valuable considerations, have granted, bargained, sold  
 and conveyed, and doth hereby grant bargain sell and convey  
 unto the said party of the second part, their heirs, Executors  
 Administrators and assigns the following tract or parcel of  
 lands situate, lying and being in the County of Madison State of  
 Mississippi, known and described as follows to wit,  
 Beginning at the North West Corner of lot Number four in Square  
 Number Six, in the City of Canton, according to the plan of said  
 town, running thence east with Peace Street and the Public  
 Square fifty one feet nine inches, running thence south paral-  
 lel with Union Street One hundred feet, running thence West  
 fifty one feet nine inches to Union Street, and thence with the  
 East side of Union <sup>Street</sup> One hundred feet to the beginning. It  
 being stipulated by and agreed by and between the parties afore-  
 said, that in consideration of the premises, the party of the first  
 part reserve to themselves their heirs, successors and assigns, and  
 shall forever have an interest in the wall built, or hereafter  
 to be built on the east line of said premises, with the right to  
 join to and use the same without let or hindrance forever.  
 Together with all and singular the premises and appurtenances  
 therunto belonging or in any wise appertaining, To Have and  
 to Hold to the said party of the second part their heirs and assigns,  
 all the foregoing described land and premises forever, with the  
 reservation and Stipulation aforesaid. And the said party of the  
 first part for themselves, their heirs, executors, administrators and  
 assigns by these presents do covenant promise and agree to and  
 with the said party of the second part their heirs and assigns to  
 that they will and their heirs, assigns &c shall forever warrant and  
 defend the title to said granted land and premises against the  
 claim or claims of all and every person whatsoever,

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

William Priestly *(Signature)*  
Eliza Priestly *(Signature)*  
J L Mosby *(Signature)*  
Eliza L Mosby *(Signature)*

The State of Mississippi ss.

Madison County Personally appeared before the undersigned Clerk of the Probate Court in and for said County the above named William Priestly and Eliza Priestly his wife, J L Mosby and Eliza L Mosby his wife, who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein expressed as their proper act and deed, and the said Eliza Priestly and Eliza L Mosby, upon a private examination separate and apart from their said husbands, acknowledged that they signed sealed and delivered said deed freely and voluntarily, and without any fears, threats or compulsion on the part of their said husbands.

Given under my hand and seal of said Court this 30th day of August A D 1866  
E S Ward Clerk  
Witness my hand and seal of said Court this 30th day of August A D 1866  
J L Mosby  
Eliza L Mosby


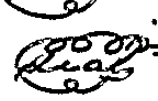
J L Mosby & Wife } Deed for Record Aug 30th 1866  
J L Mosby } Recorded Aug 31st 1866.  
William Priestly }

This Deed of Conveyance made and entered into this first day of January A D 1851 between Samuel L Mosby and Eliza his wife of the County of Madison and State of Mississippi of the first part and William Priestly of the County of Madison and State of Mississippi of the second part Witnesseth that said party of the first part for and in consideration of the sum of three thousand three hundred and thirty three  $\frac{33}{100}$  dollars, the receipt whereof is hereby acknowledged have granted bargained sold and conveyed, and doth hereby grant bargain sell and convey unto the said party of the second part his heirs administrators, executors, and assigns the undivided one half of the following tracts or parcel of lands situate lying and being in the County of Madison, State of Mississippi, to-wit: being a part of lot number four in Square number six in the town of Canton, County and State of aforesaid, according to the plan of said Town, known and described as follows to-wit:

Beginning at a point in the North boundary line of said lot and the South side of Peace Street and the Public Square, fifty one feet nine

inches east of the North West Corner of said lot, and running thence east thirty three feet three inches, with the Public Square and Peace Street, running thence South parallel with Union Street two hundred feet to a lot known as the property of Mr. Elizabeth Forrester, running thence West with the South boundary of said lot to four seventy five feet to Union Street, thence with the east side of Union Street one hundred feet north, thence east fifty one feet nine inches with the Southern boundary of Odd Fellows Hall Company lot running thence North parallel with Union Street, with the eastern boundary of Odd Fellows Hall Company property one hundred feet to the beginning on Peace Street and the Public Square at N E corner of P & F Sts property. Together with all and singular the premises and appurtenances therunto belonging or in any wise appertaining.

To Have and to hold to the said party of the second part his heirs and assigns all the foregoing described lands and premises forever (reserving to Wm Fulton of the Corp of Corp of said lot No 4 in Sq No 6 his heirs & the right of way or passage fifteen feet wide over the extreme south end of the said granted premises to Union Street. And the said party of the first part for themselves their heirs Executors Administrators, and assigns by these presents do covenant promise and agree to and with the said party of the second part his heirs assigns &c. that they will and their heirs assigns &c shall forever warrant and defend the title to said granted land and premises against the claims or claims of all and every person whatsoever. In testimony whereof the said party of the first part have hereunto set their hands and seals the day & year first above written.

J. L. Mosby   
 Eliza L. Mosby 

The State of Mississippi }  
 Madison County } 3

I Personally appeared before the undersigned Clerk of the probate Court for said County the above named J. L. Mosby & Eliza L. Mosby his wife, who solemnly acknowledged that they signed sealed & delivered the foregoing deed on the day and year therein expressed as their proper act and deed, and the said Eliza L. Mosby upon a private examination separate and apart from her said husband, acknowledged that she signed sealed and delivered said deed freely and voluntarily and without any fear threats or compulsion on the part of her said husband.

Given under my hand & seal of said Court this 30th day of August A.D. 1866

E. D. Ward Clerk

W F Area & Wife } Recd for Record August 30. 1866

503 Deed } Recorded August 31st 1866

William D Stinson } State of Mississippi Madison County

This Deed of conveyance made and entered into this 13th day of August A D 1866, between W F Area and Louisa E Area his wife party of the first part and William D Stinson party of the second part witnesseth all of the County and State of aforesaid Mississippi that in consideration of the sum of seven hundred and fifty dollars in hand paid by the party of the second part, to the party of the first part, before the execution of these presents, the receipt whereof is hereby acknowledged, the said party of the first part hath granted bargained sold aliened and conveyed, and by these presents doth hereby grant bargain sell alien and convey unto the said party of the second part all their right title and interest in and to the following described tract or parcel of land that is to say their undivided half of the north half of the South half of Lot number (3) this of square number (8) eight lying and situate in the City of Canton, County of Madison and State of Mississippi. To Have and to Hold all and singular the above described lands and premises with the appurtenances therunto belonging unto the said William D Stinson party of the second part, his heirs and assigns forever.

In testimony whereof we hereunto set our hands and affix our seals, this the 13th day of August A D 1866.

W F Area *[Signature]*  
L E Area *[Signature]*

State of Mississippi }  
Madison County } Before the undersigned a Justice of the Peace of said County this day personally appeared the within named W F Area, who duly acknowledged that he signed sealed and delivered the within deed of Conveyance on the day and year and for the purposes therein mentioned as his own act and deed.

Personally appeared on the same day Louisa E Area wife of the said W F Area, who on a private examination apart from her said husband, duly acknowledged that she signed sealed and delivered the aforesaid deed of Conveyance as her voluntary act and deed, fully, without any fear threats or compulsion of her said husband, on the day and year and for the purposes therein mentioned.

Given under my hand and seal this 13th day of August A D 1866  
*[Signature]* *[Signature]*  
 Cancelled



D S Talladay }  
 To Deed of Trust } Deed for Record & Recorded Sept 30th 1866.  
 O Frisby }

This Indenture made and entered into this third day of September A. D. 1866 by and between D S Talladay of the County of Madison and State of Mississippi of the first part and Elliot Huggins & Co of the City of Vicksburg in Warren County and State of Mississippi of the second part and O Frisby of the City of Vicksburg in Warren County and State of Mississippi of the third part. Witnesseth that whereas said party of the first part is indebted to said parties of the second part in the sum of two thousand six hundred and twenty two dollars forty seven cents as evidenced by the promissory note of the said party of the first part to the parties of the second part dated Vicksburg August 27th 1866. Secured by fifteen hundred dollars this day paid on said note whereby said party of the first part promised to pay to said parties of the second part said sum of \$2137.47 two months after date for value received with ten per cent interest thereon from date thereof. And whereas the said party of the first part is desirous to secure the prompt payment of said promissory note at its maturity. Now this Indenture witnesseth that for and in consideration of the sum of two dollars to him in hand paid by said parties of the second and the further consideration of securing said debt has granted bargain sold and conveyed and by these presents do grant bargain sell and convey to the said party of this part the following described lands lying being and situate in said County of Madison and State of Mississippi to Wit. The W/2 of the S E/4 and the East 1/2 of the S/2 of the East 1/2 of the S W/4 of Section 26. The E/2 of the N E/4 (less 20 acres out of the N W/4) of Section 34. the W/2 of the N E/4 and the N W/4 of Section 35 all in Township 10. R 2 East containing 400 acres more or less. To Have and to Hold the said above described lands to the said O Frisby his heirs and assigns forever. Provided nevertheless that if the said party of the first part shall fail to pay said sum of \$1123.47 dollars the balance due on said note and all interest thereon and all costs of executing this deed at the maturity of said promissory note then the said O Frisby his heirs or assigns shall on the request of the said parties of the second part after giving notice for thirty days by publication in some newspaper published in Canton in Madison County and State of Mississippi expose to public sale to the highest bidder for cash at the Court

House door of said County of Madison at Canton said lands for the payment of said promissory note and all interest thereon and for the payment of all costs and charges of Executing this deed and of executing and perfecting this Trust, and shall pay over if any the Surplus to said party of the first part, and shall make and execute a deed for said lands to the purchaser thereof, provided further that if the said party of the first part shall will and truly pay the said sum of \$1123 40/100 dollars the balance due on said note and all interest thereon and costs of executing this deed at the maturity of said promissory note, then this Instrument to be void, otherwise to be and remain in full force and effect, As Witness our hands and seals this 3rd day of September A.D. 1866.

J. S. Talladay  
 Ellis Huggins & Co.

The State of Mississippi  
 Madison County

Personally appeared before me E. K. Ward Clerk of the Probate Court of Madison County J. S. Talladay the above named Grantor in the foregoing deed, and who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed on the day and year and for the purposes therein named.

Given under my hand & the seal of said Court this 3rd day of Sept. A.D. 1866  
 E. K. Ward Clerk

15 US Postage  
 Amps Cancelled

J. F. Afford Guardian  
 J. S. Deed  
 Edwin Bass

Filed for Record Sept 3rd & Recorded Sept 4th 1866


This deed of conveyance made this 15th day of Decr A.D. 1858 between Lonidas F. Afford Guardian of the Minor Heirs of J. K. Afford deceased, of the County of Madison & State of Mississippi of the one part and Edwin Bass of the same County and State of the other part, Witnesseth, That whereas at a term of the Probate Court of said County begun and held at the Court House thereof on the second Monday in October in the year of our Lord One thousand Eight Hundred and fifty eight, it was among other things ordered & decreed, that the said party of the first part should on the 15th day of December 1858 within the hours prescribed by law sell to the highest bidder on a credit of twelve months all of the undivided interest belonging to said Minor Heirs in the following described tract of land To wit. The South East quarter of Section thirty two, Township eight Range One east,

and the west half of the north east quarter & the south half of the east half of the north east quarter of section five township seven range one east containing in all two hundred & eighty acres more or less. Now this Indenture witnesses that in consideration of the premises, and that the said Edwin Bass has executed and delivered his bonds with Garrett Goodlow for his joint security for the payment of the sum of fifteen hundred and fifty seven dollars and fifty cents twelve months after the date of these presents in consideration of which the said party of the first part has this day bargained sold, Minus conveyed and confirmed and by these presents does bargain sell Minus convey & confirm unto the said Edwin Bass his heirs and assigns forever all of the above described tract of land, together with all and singular the tenements hereditaments privileges & appurtenances thereto belonging and all the estate right title interest claim and demand at law or in equity of Endoxus L. and Milton S. Alford Minor heirs of J. L. Alford deceased their heirs Executors or administrators of in and to the same to have and to hold the above granted bargained and described premises unto him the said Edwin Bass his heirs & assigns to his & theirs only proper use benefit and behoof forever as fully & effectually to all intents and purposes in law as he the said party of the first part might could or ought to sell and convey the same by virtue of the said decretal order of the Court aforesaid. In witness whereof the said party of the first part have hereunto set his hand and seal the day and year first in these presents above written.

Leonidas S. Alford Guar 

State of Mississippi  
Madison County Personally appeared before me Thomas Coleman an acting Justice of the Peace for the County of Madison and State of Mississippi Leonidas S. Alford whose name is subscribed to the foregoing deed and acknowledged that he signed sealed and delivered the foregoing deed as his act and deed for the purposes therein specified

Given under my hand and seal this  
24th day of December A.D. 1866,

Thomas Coleman   
J P

For U.S. & State Stamps  
Amended & Cancelled

S F Alford Redfordward & Recorded Sept 4th 1866.

For Deeds

Edwin Bass } This Indenture made and entered into this 10th Dec  
 1858 between S F Alford of the County of Deshae. State of Arkansas  
 of the one part and Edwin Bass of the County of Madison and State  
 of Mississippi of the other part. Witnesseth that the said S F Alford for &  
 in consideration of the sum of seven hundred & seventy eight dollars  
 & seventy five cents lawful money to him in hand paid, the receipt  
 whereof is hereby acknowledged, have granted bargained and sold  
 and by these presents do grant bargain & sell unto the said Edwin  
 Bass for ever his heirs & assigns all the undivided interest he holds in  
 a certain lot or parcel of land, situate lying and being in the County  
 of Madison & State of Miss. which place is divided and numbered as  
 follows. To wit the south east quarter of section 32. Township 8  
 Range 1 east, & the west half of the north east quarter & the south  
 half of the east half of north west quarter of Sec 5. Township 7  
 Range 1 east, containing in all two hundred & eighty acres more or  
 less together with all and singular the appurtenances therunto belonging  
 or in any wise appertaining his interest in & to the same. To have  
 and to hold the said bargained premises unto the said Edwin Bass  
 his heirs & assigns, for the consideration aforesaid the said Stewart Alford  
 does covenant to warrant & defend the right to said premises jointly or to  
 his interest in the same unto the said Edwin Bass his heirs & assigns  
 both in law & in equity, against the lawful demand of & the said S F  
 Alford & all & every person or persons claiming or to claim the same  
 whatsoever. In testimony whereof I have hereunto set my  
 hand & seal the day & date first written.

Stewart Alford

S F Alford

E J Jones

The State Mississippi

Madison County } This day James Jones one of the subscribing witnesses to the  
 foregoing deed personally appeared before me Thomas Coleman acting Justice of the  
 in & for the County of Madison & State of Mississippi, who being first duly sworn  
 deposed & says that he saw the within or above named Stewart Alford  
 whose name is subscribed to the foregoing deed sign seal & deliver the same  
 & that he heard the said Stewart Alford acknowledge the same as his  
 act and deed for the purposes therein specified and that this deponent  
 subscribed his name as a witness thereto in the presence of the said S F Alford  
 and that he saw the other subscribing witness E J Jones sign the same  
 in the presence of the said S F Alford and that the witnesses signed in the  
 presence of each other. Given under my hand & seal this 22th day of December A D 1858

W. S. Stamps Amused & Cancelled

Thomas Coleman J P



L F Alford & Wife Deed for Record Sept 3rd 1866 & Recorded Sept 24th 1866.  
L F Deed

Edwin Bass This indenture made and entered into the 15th December A D 1858 between L F Alford this wife Catharine Alford of the County of Madison & State of Mississippi of the one part and Edwin Bass of the same County & State of the other part Witnesses, That the said L F Alford and his wife Catharine Alford for and in consideration of the sum of seven hundred & seventy eight dollars & seventy five cents lawful money to them in hand paid the receipt whereof is hereby acknowledged have granted bargained & sold by these presents do grant bargain & sell unto the said Edwin Bass for his heirs & assigns all of the undivided interest they hold in a certain lot or parcel of land situate and lying in the County of Madison & State of Mississippi which place is described & numbered as follows. to wit the southeast quarter of Section thirty two, Township eight Range one east & the west half of the north east quarter & the south half of the east half of north west quarter of Section five Township seven Range one east, containing in all two hundred & eighty acres more or less, together with all and singular the appurtenances thereunto belonging or in any wise appertaining, their interest in & to the same to have and to hold the said bargained premises unto the said Edwin Bass, his heirs & assigns and for the consideration aforesaid the said L F Alford this wife Catharine Alford do covenant to warrant & defend the right to said premises jointly or to their interest in the same unto the said Edwin Bass his heirs & assigns both in law & in equity against the lawful demands of one the parties of the first part & all and every person or persons claiming or to claim the same whatsoever.

In testimony whereof we have hereunto set our hands and seals this day and date first above written.

State of Mississippi  
Madison County

Levidas F Alford  
Catharine Alford

Personally appeared before me Thomas Coleman acting Justice of the Peace in and for the County of Madison and State of Mississippi the above named L F Alford who acknowledged that he signed sealed & delivered the foregoing deed as his act & deed for the purposes therein specified and at the same time appeared Catharine Alford wife of L F Alford who being examined by me privately and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed as her act and deed fully for the purposes therein specified without any fear threats or compulsion of her husband.

Given under my hand and seal this 24th day of December A D 1858  
Thomas Coleman J.P.

for U.S. Stamps  
transcribed & recorded

Richard H. Bass & Wife } Deed for Record Sept 3rd & Recorded Sept 4th 1866

To: Deed

Moses P. Simpson } His indenture made and concluded this seventeenth  
 day of August in the year of our Lord One thousand eight hundred & sixty six  
 between Richard H. Bass and his wife Frances S. of the County of Garza, State  
 of Texas of the first part and Moses P. Simpson of the County of Madison State of  
 Mississippi of the second part. Witness That said parties of the first part for and  
 in consideration of the sum of five hundred dollars to them in hand paid by the  
 said party of the second part (the receipt whereof is hereby acknowledged) have this  
 day bargained sold aliened and conveyed, and by these presents do bargain sell  
 alien & convey unto the said party of the second part all the right title claim  
 and interest of every kind or nature which the said parties of the first part  
 have own or possess in and to the following described lands lying & being in  
 the County of Madison and State of Mississippi Viz, The south east quarter of section  
 No thirty two, township No eight, Range No one east and the west half of the  
 North east quarter, and the south half of the east half of the north west quarter  
 of Section No five of township No seven of range No one east, containing in the  
 aggregate two hundred and eighty acrs. be the same more or less. To Have  
 & to hold all the right title claim and interest of said parties of the first  
 part in and to the lands above described with all their appurtenances and  
 improvements unto himself, the said party of the second part his heirs and  
 assigns in fee simple forever. And said parties of the first part for themselves  
 their heirs executors and administrators hereby covenant & agree forever to  
 defend unto said party of the second part his heirs and assigns a good  
 and sufficient title in fee simple to the lands above described against the  
 claims of all persons claiming title thereto, by through or under said parties  
 of the first part, but said parties of the first part enter into no further cov-  
 enants of title whatever, it being the design of this conveyance simply to  
 confer upon said party of the second part all the interest which said parties of the  
 first part have in and to the lands above named, In testimony whereof said parties  
 of the first part hereunto set their hands & affix their seals the day & year above written

Richard H. Bass (Seal)  
Frances S. Bass (Seal)

The State of Mississippi

Windsor County } This day personally appeared before me J. H. Boyd an acting Justice of the Peace  
 in and for said State and County, the above named Richard H. Bass, who acknowledged that he signed  
 sealed & delivered the foregoing deed as his own act and deed on the day & year therein  
 named and for the purposes therein expressed. Also at the same time personally appeared  
 before me the above named Frances S. Wife of said Richard H. Bass, who being by me exam-  
 ined privately separate & apart from her aforesaid husband, acknowledged on an oath private examination  
 that she signed sealed & delivered the foregoing deed as her own act & deed on the day & year therein named  
 freely & voluntarily & without any fear, threat or compulsion of her aforesaid husband.

W. S. Simpson, Attorney & Canceled

Given under my hand & seal this 17th August A.D. 1866  
J. H. Boyd J.P.

For and in Consideration of the sum of One hundred Dollars, to me in hand paid, the receipt of which

is hereby acknowledged, I bind and obligate myself to deliver, in the City of New Orleans, La., free of all charges and expenses, to Alexander Brown & Sons, or to such person as they or their Agent, Wm. T. Withers, may direct, Five hundred

pounds of Middling Cotton, on or before the 1st day of December next. I also bind and obligate myself to pay all taxes, both State and Federal, that now or may before the date of delivery, be imposed on said cotton, and turn it over at New Orleans free of all charges and ready for export.

I also agree to deliver, in addition to the above amount, one hundred pounds of cotton to said Alexander Brown & Sons, or to their order, in New Orleans, for the purpose of defraying the expenses and paying taxes on said first named amount of cotton; the balance of the proceeds of sales of which is to be returned to me or to my agent. The cotton is to be sampled and weighed by a regular weigher in New Orleans, and is to be classed by a regular broker, and their classification and weights are to be accepted by me as conclusive.

In case I fail to deliver said cotton, as above stipulated, I bind myself to pay said Alexander Brown & Sons for the same at quotations for Middling Cotton published in the "Price Current" in New Orleans, on the 1st day of December next; the money to be paid on the 1st day of December next, and to bear interest thereafter at the rate of ten per cent per annum until paid.

Witness my hand at Jackson, Mississippi, this 1st day of July, 1866. James I. Mitchell

PK 461  
WRQ

of August 1866  
in State of Miss  
the County of  
and Alexander  
by said parties  
of first part an  
amount of five  
obligation of  
of all charges  
to said  
Wm T Withers  
at that now  
in said cotton  
is and ready  
to pay said  
for mid-  
Orleans or in  
December next  
in an honest  
act amount  
the parties

and to bear interest thereafter at the rate of ten per cent per annum until paid. 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 two dollars to him in hand paid by said parties of the second part, the receipt of which is hereby acknowledged, have granted bargained sold released conveyed and confirmed, and by these presents do grant bargain sell release convey and confirm unto the said parties of the second part, their heirs and assigns forever all the following described land, situated in the County of Madison and State of Mississippi, and more particularly designated and described as follows to wit, The Plantation on which I now reside known as the Lourens Plantation, To Have and to hold the above described lands, with all their improvements and the personal property above described to the only proper use benefit and behoof of them the said parties of the second part, their heirs and assigns forever

Credit by me  
original obligation held attached  
to the quality hence might be known  
Wm T Withers

And said party of the first part for himself 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 lands, and will forever warrant and defend the title to the same against the claim or claims of all persons whatsoever.

And Trust Strenthelys and for the following use intent and purpose and even 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 here by fully authorized and empowered to act singly and without the other) at the request of said parties of the first 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 to convey the same to purchaser or purchasers thereof, and the proceeds of said sale shall first be applied to the payment of the debt and interest thereon, and the cost of executing this trust, and the balance if any there be shall be paid to said party of the first part. Until default is made said party of the first part are authorized to retain possession of the lands and other property herein conveyed.


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

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

James F. Mitchell   
 J. B. Bell 

The State of Mississippi  
 Hinds County I personally appeared before me the undersigned a Justice of the Peace in and for said County the within named James F. Mitchell who acknowledged that he signed sealed and delivered the foregoing deed of Trust on the day & year therein mentioned as his act and deed.

Given under my hand and seal this 11th day of August 1866.

George Dobson   
 Justice of the Peace

5<sup>th</sup> U.S. Stamps  
 Annexed & cancelled





\$29.15, drawn by same due one day after date. An Open account in favor of J. D. Barlow for \$80.00 due by same to Barlow 1<sup>st</sup> Jan'y 1861. A note drawn by same favor Robinson Maysen & Co for \$40.00, due 1<sup>st</sup> Jan'y 1861. Open act for money paid by John W. Chatham for said Shackelford in 1811 + 57 \$380. A note drawn by same favor of Geo W. Shaw dated 1<sup>st</sup> Jan'y 1858 \$111.79 due 1 day after date. A note drawn by same favor of Wm McCitchin & Co for \$311.74<sup>1/2</sup> dated 30<sup>th</sup> April 1810 due one day after date. A note favor of S. D. Collins (since deceased Jeremiah Wilson Adams) dated May 1811, due 1<sup>st</sup> Jan'y 1812 drawn by same. An open account in favor of Adams & Gilmer dated Jan'y # 1861 for \$80.36 & one due 1<sup>st</sup> Jan'y 1813 for \$112.90/100 contracted by same. Balance due on a note for \$12.00, due and payable to J. P. Thomas dated 2 April 1860 less \$13.00 June 9<sup>th</sup> 1812, balance due of \$244.00 due 1<sup>st</sup> Jan'y 1812, Geo W. Thomas & Geo W. Vaughan Executors. Open act of same in favor of Phillips & Holloray, dated Jan'y 11<sup>th</sup> + Jan'y 1811, due 1<sup>st</sup> Jan'y 11<sup>th</sup> + 12<sup>th</sup> for \$172.00/100. A note drawn by same in favor of Richd D. Brown date Jan'y 1<sup>st</sup> 12 due one day after date for \$17.14<sup>1/2</sup>. Open account in favor of Estates of Morris & Pops - Both deceased (with set off of \$50 - due 1<sup>st</sup> Jan'y 1811 + 1859 for \$308.48. D. S. Snodgrass admr of Surv. Geo W. Pops dec'd. Open act in favor P. W. Tucker for \$135.19 due 1<sup>st</sup> March 1811, contracted by same - also a note drawn by same favor of J. J. Gillman date 31 Jan'y 15 due one day after date - for \$845.48/100 - One note drawn by same in favor of R. C. Goulds dated 23<sup>rd</sup> March 1811, due 23<sup>rd</sup> March 1811 for \$917.14<sup>1/2</sup>. Also an open account in favor of Robt H. Archer of Md due 1<sup>st</sup> Jan'y 1811 for \$584.45, contracted by same. Also the said party of the first part is indebted to the heirs at law of Andrew E. Reates dec'd in the sum of \$1100, due 1<sup>st</sup> March 1810, as per final account rendered by said Shackelford as Admr. de bonis mori of said Estate of A. E. Reates dec'd to March term 1811 of Probate Court Madison Co Missi, also the said party of the first part is indebted to the Administrator of J. Jones Stewart dec'd in the sum of \$175.00, due 1<sup>st</sup> Jan'y 60, James A. Stewart Admr of said Estate, draft of Warren & Nelson on the Shackelford acceptance \$139.95, due 10<sup>th</sup> March 1811, dated 28<sup>th</sup> Feb'y 1861.

The said party of the first part therefore in consideration of the premises and of one dollar paid to him by the parties of the second part, hereby grants bargains sells and conveys & assigns unto the said parties of the second part and their successors (in case it should become necessary to have others appointed, which power shall be and is hereby invested by these presents, in any Chancellor or Circuit Judge of the State of Mississippi. So that the interests of the Cister. qui trusts herein mentioned or intended to be shall be fully protected) all of the following & herein described lands, tenements & hereditaments, Rills

Receivables and choses in actions herein mentioned to wit.  
 The North east  $\frac{1}{4}$  of Section No 34, in township No 11, of Range No 3 West  
 also the South half of section No 34 same township & Range, containing  
 by estimation 480 acres by the same more or less, lying & being  
 situate in Calhoun County State of Mississippi, also the east  $\frac{1}{4}$  of  
 N  $\frac{1}{2}$  & W  $\frac{1}{2}$  of N E  $\frac{1}{4}$  section No 22 in township 17 of Range No 2 east  
 containing by estimation 160 acres by the same more or less, lying  
 and being situate in Carroll County Mississippi, also a note  
 for fourteen thousand dollars dated the 23<sup>rd</sup> day of January 1861  
 and due and payable on the 1<sup>st</sup> day of January A.D. 1862 drawn  
 by Thomas S. Hill then a resident of the County of Madison  
 and State of Mississippi, who has been killed in the late war.  
 The said note was executed and delivered to the said party of  
 the first part for the purchase money of the following des-  
 cribed parcels of land lying and being situated in the County  
 of Madison aforesaid to wit, the N E  $\frac{1}{4}$  of section No 17 and the  
 South West Quarter of section No 9 and the S  $\frac{1}{2}$  of section No 8  
 with the exception of 40 acres off of the North end of the said S  $\frac{1}{2}$   
 of section No 8, owned by & in possession of the estate of W. Balfour  
 deceased, all lying in township No eight of Range No one West  
 containing by estimation six hundred acres (600) by the same  
 more or less, also the N  $\frac{1}{2}$  of the S  $\frac{1}{2}$  of section No 9 of township  
 No 8 of Range No 2 West containing by estimation 80 acres  
 by the same more or less, also the unexpired lease of ninety  
 nine years to the (11<sup>th</sup>) section of township No 8 of range No one  
 West, containing by estimation six hundred forty acres, together  
 with all and singular appurtenances heretofore or hereafter  
 thereto belonging or in any wise appertaining, Upon the said  
 sixteenth section there is a lien of sixteen hundred dollars  
 for two notes of eight hundred dollars each given to Thos. L.  
 Smith the then President of the Board of trustees of said six-  
 teenth section by the said party of the first part, with C. C.  
 Shackelford as his surety, the said notes are dated the 12<sup>th</sup> day of  
 April 1857, one due on the 14<sup>th</sup> April 1854, the other due the 14<sup>th</sup>  
 April 1855 and specify in the same that they were executed  
 by said Shackelford as part of the purchase money of said  
 lease of 99 years of section No 11, town 8 of Range No 1 West  
 which said sum of sixteen hundred and interest due thereon  
 or so much thereof as may be found due upon said notes, there  
 being various payments or credits upon the same, is to be first  
 paid out of the proceeds of the sale of the said 11<sup>th</sup> section or the  
 unexpired lease of the same by the said trustees as is herein

provided, and all interest accrued & to accrue on the same, which note is in suit against the said party of the first part, and the said security to be Shackleford in the Circuit Court of Madison County, to the March term 1866) & the said to be Shackleford to be discharged therefrom and from all liability, the said debt being a specific lien upon the said 11<sup>th</sup> section until the said debt and all interest & costs are fully paid off and discharged. The said deed to the said Thomas S Hill by the said party of the first part has the following clauses in the same to wit. And it is agreed between the parties to this deed, that the said sum of money herein expressed as the consideration is to remain as a lien upon the said lands in the nature of a mortgage until the final payment of the same, by the said Thomas S Hill unto the said Thomas Shackleford, his heirs, Executors or assigns. Which deed is signed by the said Thos Shackleford & his wife and on Records in Book of records in Madison Co on pp 498 & 499. All the interest either Equitable or legal of which the said party of the first part is entitled to and by virtue of said reservation of Mortgage is herein and by these presents assigned, transferred and conveyed unto the said parties of the second part, as fully and to all intents and purposes as if the same were never conveyed by the said party of the first part to the said Thomas S Hill.

Upon which said note of fourteen thousand dollars drawn by said Thomas S Hill for the purchase money of a said for the said thirteen hundred and twenty acres of land payable as aforesaid to the said party of the first part on the 1<sup>st</sup> day of January 1862. There is a credit of two thousand dollars endorsed upon the same. The said note bears interest from date. And the said party of the first part assigns and transfers a promissory note for the sum of fifteen hundred dollars drawn by Edwin Moody to the said Thomas Shackleford, in the year 1859 as well as recollects upon which suit has been instituted in the Circuit Court of Hinds County at Jackson on the \_\_\_\_\_ day of \_\_\_\_\_ and now pending and undetermined in said Court.

Also a note drawn by J of Darrson for the sum of five hundred dollars, due and payable on the 1<sup>st</sup> day of January 1867, one drawn by the same for five hundred dollars, due and payable to the said Shackleford, on the 1<sup>st</sup> day of January 1868 both payable to the said Shackleford, being for 321 acres of land sold said Darrson on the 11<sup>th</sup> November 1865. Expressed in the face of said notes, Also an Act, Assumpsit in writing of Auburn H Gould Esq in favor of said Shackleford for hire of negro for the years 1861 & 1862, being two hundred and thirty dollars, also an



open account against J. T. Stroman for \$10, or thereabouts negro  
him for years 1811 or 1812. To Have and to hold the said premises  
unto the said parties of the second part, and their heirs and  
assigns, But in trust and confidence nevertheless, to sell and  
dispose of the said Real estate, and to collect the said choses  
in action, using a reasonable discretion as to the times and  
modes of selling and disposing of said Estate as it respects  
making sales for cash or on credit at public auctions or  
by private contract and with the right to compound for the  
said choses in action taking a part for the whole, when  
the trustees shall deem it expedient to do so. Then in trust  
to dispose of the proceeds of said property in the manner  
following to wit. So much of the proceeds of the said sit-  
tenths Section as shall be necessary to pay off and discharge  
the said specific lien upon the same for the purchase money.

The balance of all the proceeds of all the real estate & choses  
in action to be equally distributed among all the parties of  
the third part ratably, in proportion to their respective debts  
all the money realized by sales or collections of real estate  
choses in action after paying the expenses of executing these  
trusts declared in these presents &  
(And the following notes omitted to be mentioned herein before  
in their proper places is hereby transferred and assigned, to wit.  
One note of D. Bryant, H. H. Hart \$83.33, due 1<sup>st</sup> Jan'y 11.  
One do drawn by same due 1<sup>st</sup> Jan'y 11 for \$83.33. One do drawn  
by same due 1<sup>st</sup> Jan'y 12 for \$83.33. One drawn by E. D. Hart  
& H. H. Hart due 1<sup>st</sup> Jan'y 11 for \$215.11. One do drawn by E. D.  
Hart & H. Hart due 1<sup>st</sup> Jan'y 1811 for \$250.00. One do drawn by  
same last named for \$250. due 1<sup>st</sup> Jan'y AD 1812. all dated  
11<sup>th</sup> Novem AD 1858 all in favor of Thomas Shackelford and  
secured by section of good land (140 acres. On the note of  
Bryant there is a small credit)

And the parties of the second part hereby accepting these trusts  
covenants to and with each of the other parties thereto to execute  
same faithfully.

And the party of the first part  
hereby covenants with the said trustees when requested to  
give them all the information in his power respecting the  
assigned property, and to execute and to deliver all such in-  
struments of further assurance, as the parties of the second  
part shall be advised by counsel to be necessary in order  
to carry into full effect the true intent and meaning of these  
presents.

And the parties of the third part by

signing these presents on Exhibit A express their assent to this assignment and accept the provisions therein made herein or so intended to be.

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

Thos Shackelford Seal  
Geo R Fearn Seal  
W B McMicken Seal

The State of Mississippi  
Madison County

Personally appeared before me William S Daily Mayor of the City of Canton and Ex Officio Justice of the Peace in and for said County Thos Shackelford George R Fearn & W B McMicken who acknowledged that they signed sealed and delivered the foregoing and as their act and deed for the purposes therein specified.

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

Will S Daily Seal  
Mayor & J P

111 W B Stamps  
Unused & cancelled

Exhibit A

Whereas Thomas Shackelford of the County of Madison and State of Mississippi and State of Miss made and executed an assignment or deed in trust on the 28<sup>th</sup> day of March 1866 conveying and transferring the following real estate and Bills Receivable and accounts to George R Fearn & W B McMicken for the purpose of paying securing and paying certain debts due and owing by the said Shackelford herein mentioned and specified hereafter in this exhibit, which real estate is as follows: to wit, the north east quarter of section No 34. Town 11. of Range No 3 West - also Sec 2 of section No 34 Town No 11. of R No 3 West, containing by estimation 4871 acres in Calhoun Co Miss; Also Sec 1 of N. W 1/4 & W 1/4 of S. E 1/4 of section No 22. Township No 17. of Range No 2 East, containing by estimation 160 acres lying and being situated in Carroll County, Miss; Also a note drawn by Thomas S Hill dated on the 23<sup>rd</sup> day of January A D 1861 for the sum of fourteen thousand dollars now due and payable to Thomas Shackelford as is said on the 1<sup>st</sup> day of January A D 1862, the said note was executed and delivered to the said Shackelford by the said Hill for the purchase money for a plantation sold him

on the day of the date of said note, to wit. The North Ely of section No 17. & S W 1/4 of section No 9. & the S 1/2 of section No 8 with the exception of 40 acres off the North end of said S 1/2 of Sec 8. all in township No 8 of Range No 1 west containing by estimation 100 acres Also the N 1/2 of S W 1/4 of Sec No 9 of township No 8. of range No 2 west containing by estimation 80 acres. Also the unexpired lease of 99 years of the 16th section of township No 8 of Range No one west. containing by estimation 620 acres lying and being situate in Madison County & State of Miss. with all and singular the appurtenances improvements &c upon the same. this being a lien upon the same said 11" sections of \$1100. unpaid purchase money which is specified in said Dec. made and executed as aforesaid by said Shackelford of which this Exhibit is a part.

The said Dec to the said Thomas S Hill has this clause in the same to wit. And it is agreed between the parties to this that the said sum of money herein expressed as the consideration is to remain as a lien upon the said lands in the nature of a mortgage until the final payment of the same by the said Thomas S Hill unto the said Thos Shackelford his heirs Executors or assigns" which Dec is on Record in Book C. of records Madison Co Miss. pp 498 & 499.

Also a note drawn by Edwin Moody in favor of said Thos Shackelford for \$1500 due in 1859 and now in suit in Hinds Circuit Court Miss. Also two notes drawn by S J Durrison for \$500 each. one due 1<sup>st</sup> Jan'y 1817 and one due 1<sup>st</sup> Jan'y 1818 both in favor of said Shackelford and dated 11<sup>th</sup> day of November 1815. given for 320 acres of land in Yazoo Co. Miss.

Also an assumption in writing of B H Gould in favor of said Shackelford for hire of negro woman for the years 1811 & 1812. being for \$230. Also an open account against P T Brown of the firm of Brown & Norman for \$111. for negro hire for the years 1811 or 1812. Also the following notes. One note drawn by D Bryant & H Hart for \$83.33/100 - due 1<sup>st</sup> Jan'y 1811. One drawn by same due 1<sup>st</sup> Jan'y 1811 for \$83.33/100 - one do drawn by same due 1<sup>st</sup> Jan'y 1812 for \$83.33/100 One note drawn by E H Hart & H H Hart for \$215.00. due 1<sup>st</sup> Jan'y 1811 One do drawn by same for \$257.00. due 1<sup>st</sup> Jan'y 1811. One do drawn by same for \$257.00. due 1<sup>st</sup> Jan'y 1812. all dated 11<sup>th</sup> November 1858. and all payable to Thos Shackelford and to bear 10 percent interest from maturity until paid. and secured by 140 acres or sections of good land. 70000 now double the money. On the note of Bryant there is a small credit.

Now therefore in consideration of the said assignment or Dec in Trust aforesaid for our benefit we hereby and by these presents (which are agreed to be made a part

of said Deed of assignment as Exhibit) covenant and agree to accept said assignment or bond in trust as a full satisfaction and payment of our said several claims, agreeing hereby to receive our pro rata of the proceeds of sales and collections of the choses in action assigned as aforesaid, and of the sales of the real estate therein conveyed in full satisfaction and payment of our claims against the said Thos Shactelford, and hereby and by these presents release him from all further liability and responsibility to us on account of the same.

Description of claims and Signatures of creditors as follows to wit.

Description of claim	Amount	When due	Signature of creditors
Draf accepted by Loris & Oglesby and held by Citizens Bank of La	\$5000.00 Interest \$3.50	December 14 <sup>th</sup> 1861	Jno J James Esq Citizens Bank La Loris & Oglesby in Liquidation By W C Oglesby
Note in favor of Tiffany & Co dated 1st Feby 15 1860 Act due 20th Aug 1860 in favor of same.	\$1100.00 \$254.00	15th Oct 1860	Tiffany & Co for Luchatt Fearns & Smith
Open Act for Balance of fee due 1 <sup>st</sup> Jan 1858 favor of Gerge & Anderson	\$250.	due 1 <sup>st</sup> Jan 1858	Fulton Anderson Sur & Co for Thos Shactelford by Atty in fact &c
Note favor of S A Krim due W E Hoy Adams	\$184.00	1 Jan 1862	By order of Probate Court of Madison Co. W E Hoy Adams for S A Krim
Open Act favor W D Crawford deceased	\$278.63	1 Jan 1861	By order Probate Court of Crawford
Open Accounts all due 1st October 1865. of years 1861, 58, 59 & 60 favor Capell & Baughen, Canten Grip	\$141.49	Dec 1 <sup>st</sup> Oct 1865	Capell & Baughen



Description of Claims	Amounts	When Due Signature of Creditors
An Open act in favor of A. A. Parrish & Brothers New Orleans	\$298.58	1 <sup>st</sup> Jan'y 1861 A. A. Parrish & Brothers Liquidation by Thos Shackleford M <sup>rs</sup> in fact
A Note in favor of J. A. Heuron dated 1 <sup>st</sup> Jan'y 1861	\$81.25 <sup>00</sup>	One day after date J. A. Heuron
Open Act of Putnam & Article of Real due on Same	\$120.11 <sup>00</sup>	Jan'y 1 <sup>st</sup> 1861 J. T. Shickle Secy for E. Putnam M <sup>rs</sup>
A Note in favor of J. B. Powell dated Jan'y 19 <sup>th</sup> 1861	\$29.15	One day after date J. B. Powell
An Open Act in favor of A. D. Barlow	\$80.00	due 1 <sup>st</sup> Jan'y 61 A. D. Barlow
A Note in favor of Robinson Mason & Co	\$140.00	1 <sup>st</sup> Jan'y 1861 Robinson Mason & Co
Account for money paid by John A. Cheatham as Tax Collector Thos Shackleford Taxes for 1861 & 1859	\$380 <sup>00</sup>	1 <sup>st</sup> Jan'y 61 & 59 Jno A. Cheatham
A Note in favor of Bro W. Shaw dated 1 <sup>st</sup> day of Jan'y 1858	\$11.79	due 1 day after date J. W. Shaw
A Note in favor of Mrs M. C. C. drawn by Thos Shackleford & dated 30 <sup>th</sup> April 1861	\$311.70 <sup>00</sup>	due 1 day after date Mrs M. C. C.
A Note in favor of S. D. Collins since died dated May 1861 drawn by Thos Shackleford favor of S. D. Collins for Census magis	\$221	By order of the Probate Court 1 <sup>st</sup> Jan'y 62 Account of Madison do. J. Wilson Clerk

Description of Claims	Amount	When due	Name of Creditors
Open Account favor of Gilman & Hunt of 1st Adams dated 1 <sup>st</sup> Jan'y 61 & do for 1862 favor of same	\$89.36 of 2nd 1 <sup>st</sup> Jan'y 62 \$112.90 1 <sup>st</sup> Jan'y 63		Gilman & Adams for L Gilman City at Law.
Balances due on note for \$1200 payable to J P Thomas dated 2nd April 1860. No of 13th June 9. 1862 drawn by Wm Shackelford	\$244.00	due 9 <sup>th</sup> June 1862	J W Thomas J W Vaughan By order Probate Court Med Co
Open Account of Phillips & Holloray dated Jan'y 11 <sup>th</sup> & 61	\$172.00	due 1 <sup>st</sup> Jan'y 61 & 62	Phillips & Holloray for A Phillips
A note in favor of Richards & Brown date Jan'y 1 <sup>st</sup> 1862 drawn by Wm Shackelford with 10 per cent. int. B D Brown	\$17.18	due one day after date	B D Brown for B J Semmes his Atty.
Open Account in favor of Moon & Poppe both deceased with sett off of amt of sep date	\$308.48	due 1861 & 1859	By order of Probate Court & by authority of letters of Adm Snodgrass dated 18th June 1866 Witnessed by A P Hill
Open account due 1 <sup>st</sup> Jan'y 1861 No of 100 amt due 1 <sup>st</sup> March 1866 favor of J W Tucker	\$135.69	due 1 <sup>st</sup> Mar 1866	J W Tucker By Geo Morrison Atty in fact
A note in favor of J Gillman dated Jan'y 31 <sup>st</sup> 1865 drawn by Wm Shackelford and due one day after date	\$845.48	due 1 <sup>st</sup> Feb'y 1865	J J Gillman by Atty at law Wm McBride.
A note in favor of Rebecca C Goulds dated March 22/60 drawn by Wm Shackelford with 10 per cent interest	\$907.68	due March 23/60	R C Goulds by Wm McBride Atty at law
Acceptance favor of Warren & Wilson New York date 28 Feb'y 1861	\$139.95	due 10 <sup>th</sup> March 1861	Warren & Wilson by Wm Shackelford Atty in fact

Description of claims	Amount	When due	Creditors
Open Act in favor of Robt H Archer dated 1 Jan'y 1861 bearing interest of date	\$584.45	1861	Sam'l Robt H Archer by Wm J Matthews Esq in fact
Amount due the heirs at Law of A E Beatty deed \$1100	\$1100	Dues 1 <sup>st</sup> March 1861	A W Patton et al heirs at law by Geo Shackelford Esq

John T Sumner Sheriff  
 To J Deed  
 H T Sumner & J Tucker  
 Recd for Records Sept 5th 1866 &  
 Recorded Sept 6th 1866.

This indenture made and entered into this 3<sup>rd</sup> day of September in the year of our Lord one thousand eight hundred and sixty six between John T Sumner Sheriff of Madison County Mississippi of the first part and Henry T Sumner & Joseph A Tucker of the second part (Witnesseth) That whereas a writ of *Fieri Facias* of Contemneration was issued from the Office of the Clerk of the County Court of said County of Madison on the 21<sup>st</sup> day of June 1866 in the case of Bethesda Church vs William Tucker with interest thereon at the rate of six percent per annum from date of judgment in said case until paid and cost of suit which said writ was directed to the Sheriff of Madison County aforesaid commanding him to expose to sale the following tract or parcel of land levied on as the property of said defendant (To-wit) Sec 25 township 11 Range 3 east lying and being in Madison County Mississippi, and whereas the said Sheriff in conformity to the command of said writ did advertise the same for sale according to Law, and the said John T Sumner Sheriff as aforesaid on the third day of September A D 1866 did offer the same for sale at the Court House door aforesaid to the highest bidder for cash and Henry Sumner and Joseph A Tucker appeared and bid one hundred thirty one dollars which was more than any other person did or would bid nor therefore for the consideration of the aforesaid sum of one hundred thirty one dollars to me in hand paid the receipt whereof is hereby acknowledged. I John T Sumner Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain and sell and convey to the aforesaid Henry T Sumner & Joseph A Tucker their heirs and assigns all the right title interest & claims of the aforesaid William Tucker in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereto

belonging or in any wise appertaining, to have and to hold the same forever from the said William Tucker his heirs executors and Administrators.

In testimony whereof I have hereunto set my hand and affixed my Seal the day and year first written.

J. T. Sumner. Siff

The State of Mississippi  
Madison County

Personally appeared before me E. D. Frank Clerk of the Probate Court in and for said County John T. Sumner Sheriff of Madison County who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed for the purposes therein mentioned.

Given under my hand and seal of Office this fifth day of September A. D. 1866.

for W. B. Stamps

Attorney & cancelled

E. D. Frank Clerk

By J. D. Cantant P. C.

Josiah Lockett } Recd. for Record Sept 5th 1866 +  
J. D. Deed of Trust } Recorded Sept 7th 1866  
George Handy + S. F. Alford }

State of Mississippi  
Madison County

Know all men by these presents that I Josiah Lockett of said County and State for and in consideration of the sum of one hundred dollars to me in hand paid, the receipt whereof is hereby acknowledged have bargained and sold to George Handy and S. F. Alford, Trustees as hereinafter stated all of my cotton crop for the year Eighteen hundred and sixty six now growing and being gathered in said County and hereby promised and bind myself my heirs Executors and administrators to deliver said cotton crop to said Handy & Alford in the City of Canton as soon as said cotton can be picked ginned packed and hauled to Canton.

In trust & stewardship for the following purposes to wit. The said Handy & Alford shall sell said cotton for the highest market price in Canton or ship said cotton to St. Orleans at their discretion as to time of sale and party to whom it is shipped in St. Orleans, and shall first deduct from the proceeds of the sale of said cotton the expenses of executing this trust, then shall pay amount due from Josiah Lockett to Peyton of M. C. and Hannah of. W. C. for their services as laborers on the place of said Lockett for the present



year, then if a sufficient balance remains shall pay account  
 due George Handy from said Lockett for the present year, also  
 account due Dickinson & Shou for this year from said Lockett  
 also account due Dr. William Reid from said Lockett, also  
 note due J. D. Mory & Son by said Lockett and now held by  
 J. F. Alford, If after deducting the expenses of this trust and paying  
 Dexter J. M. C. and Hannah J. M. C. there should not be a sufficient  
 amount of money left from the sale of said cotton to pay all of  
 the foregoing accounts then they shall be paid pro rata. If any  
 thing remains in the hands of the said Handy & Alford after  
 paying all of the foregoing accounts, then they shall pay over  
 said remainder to said Lockett.

Now if the said Lockett shall pay & discharge all of the afore-  
 said liabilities against him by the time the first of this cotton  
 is ready for delivery, then this trust is to be void, otherwise  
 to remain in full force and effect,

Josiah Lockett

State of Mississippi

Madison County Personally appeared before me E. B.  
 Grand Juror of the Probate Court of the County and State aforesaid  
 the within named Josiah Lockett who acknowledged that he  
 signed, sealed and delivered the foregoing deed of Trust as his  
 own act and deed.

Given under my hand & the seal of said Court this 5th day of September A. D. 1866  
 E. B. Grand Juror.  
 Witness my hand & the seal of said Court this 5th day of September A. D. 1866  
 E. B. Grand Juror.

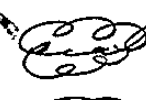

Benjamin Maguides Recd for Record September 10th 1866  
 J. D. Deed in Trust Recorded Sept 7th 1866.  
 J. W. Dorris

This indenture made and entered into the 17th  
 day of January in the year one thousand eight hundred and sixty  
 six between Benjamin Maguides and John W. Dorris of the County  
 of Madison and State of Mississippi, and Ann Phillip Maguides  
 and Henry Pascom Maguides of Myrtle District in the  
 State of South Carolina Witnesses. That whereas the said Benj  
 Maguides is indebted to the said Ann Phillip & Henry  
 Pascom Maguides in the sum of six thousand dollars  
 and being willing and desirous of securing them in the  
 payment of the above sum of money, has on the day  
 of the date hereof bargained sold aliened and conveyed and  
 by this presents does bargain sell alien and convey to the

said Dorrus the following lands lying and being situated in the County of Madison in the State of Miss known and designated as follows to wit. the S E<sup>1/4</sup> and the E<sup>1/2</sup> of the S W<sup>1/4</sup> of section 34. the S W<sup>1/4</sup> of section 35. the W<sup>1/2</sup> of the S E<sup>1/4</sup> and the W<sup>1/2</sup> of the N E<sup>1/4</sup> of section 35. the S W<sup>1/4</sup> of section 36. in T 11 and the W<sup>1/2</sup> of N W<sup>1/4</sup> of section 2 and the E<sup>1/2</sup> of the N E<sup>1/4</sup> in section 3 in T 10. all of the above lands being in Range 36.

I do trust however to receive the payment of the above sum of money. But should the said Benjamin Magowan fail to pay the same on or before the first day of January 1868. or in the event of the marriage of Ann Phillip or Henry Casson at or before the said first day of January 1868 then and in that case it shall be the duty of the said Dorrus to proceed to sell the lands hereby conveyed by advertising the same for thirty days before the sale in some newspaper published in Canton the terms of said sale being one half cash and the balance in twelve months from the day of sale. pay the surplus to the said Benjamin Magowan and execute a deed to the purchaser thereof and apply the proceeds of sale to the satisfaction of the above indebtedness or far as may be necessary to satisfy the same.

In witness whereof we have hereunto set and affixed our hands and seals this day and year first above written.

Benj Magowan   
 of W Dorrus 

I accept this trust.

pt. 1<sup>st</sup> of 1<sup>st</sup> & 2<sup>nd</sup> Stamps  
 Annexed & cancelled

The State of Mississippi  
 Madison County

Personally appeared before me E D Ward Clerk of the Probate Court of said County Benjamin Magowan 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 act and deed.

Given under my hand and the seal of said Court this first day of September A D 1866  
 E D Ward Clerk.

G. B. Kelly } Deed for Record August 11th 1866  
 To } Deed in Trust } Recorded September 7th 1866.  
 R. W. Latimer } This deed of trust made and entered into this the 17th  
 day of November A.D. 1866 by and between G. B. Kelly of the first part  
 R. W. Latimer of the second part and J. R. Powell of the third part  
 Witnesses all of the County of Madison and State of Mississippi  
 Witnesseth that the said G. B. Kelly being justly indebted to the said  
 party of the third part in the sum of thirty five hundred dollars  
 by his note of this date payable in sixty days after the date thereof  
 with interest at the rate of ten per cent from date until paid, and  
 the said party of the first part being desirous of giving additional  
 security for the payment of the sum of money mentioned in said  
 note. Therefore the said party of the first part doth bargain and sell  
 to the said party of the second part the following tract or parcels of  
 land lying and being situate in the said County of Madison in  
 the City of Canton and State of Mississippi, and known and described  
 as follows. Commencing at the junction of Union and Fulton  
 Streets and running with said Fulton Street two hundred feet  
 West; thence south one hundred feet; thence east two hundred  
 feet to Union Street, thence north one hundred feet to the beginning  
 Also the South half of the North half of lot four in square  
 eight fronting twenty five feet on the public square and run-  
 ning back east two hundred feet to the said party of the  
 second part or his successor. But this conveyance is upon  
 the trusts and limitations. If the sum of money hereby intended  
 to be secured be paid as contemplated then this security is to cease  
 and be void, but if after the day fixed for the payment of said  
 sum of money shall pass and the amount payable or any part  
 thereof be unpaid then it shall be lawful for the said party of  
 the second part or his successor at the request of the said party  
 of the third part or his legal representative after giving thirty  
 days notice of the time and place and terms of sale in one  
 of the Newspapers published at Canton Mississippi in the  
 said County of Madison proceed to sell by public outcry  
 the said described lot and parcel of lands together with all  
 and singular the buildings thereon to the highest and best  
 bidder for cash and he shall make to the vendor or vendors  
 a deed or deeds accordingly and out of the proceeds of  
 said sale he shall satisfy the indebtedness of the said party  
 of the first part together with all interest accruing thereon  
 at the rate of ten per cent per annum from date of said  
 note intended hereby to be secured together with all

Received satisfaction in full of the deed of trust October 27th 1866  
 so far as in the letter was found pending on the public square  
 witness the part is concerned  
 J. R. Powell  
 Justice

charges attending the execution of this trust, and the balance of any should remain he shall pay over to the party of the first part. Given under our hands and seals of J B Kelly & R W Lattin & J A Porrell this day and year first above stated is written

J B Kelly  
R W Lattin

State of Mississippi  
Madison County

Personally appeared before me E S Ward Clerk of the Probate Court in and for said County J B Kelly who acknowledged that he signed sealed and delivered the foregoing Deed in Trust as his act and deed and for the purposes therein expressed on the day & year therein mentioned.

Given under my hand & the seal of said Court at Office in the City of Canton this 17th day of November 1865

E S Ward Clerk.

3500 U.S. Stamps  
Annexed & cancelled

J B Kelly  
R W Lattin

Filed for Record Aug 16th 1866  
Recorded September 7th 1866.

Whereas a certain deed of Trust was made and executed by me the undersigned on the 17th day of November 1865 wherein R W Lattin was trustee and one of J A Porrell acting as trustee and it being one of the provisions of the said deed of trust that notice of the sale of the real estate or lands included in said deed of trust shall be at public outcry after giving thirty days notice of the time terms and place of said sale by advertisement or publication in one of the newspapers published at Canton Miss before till to the same shall be made to the purchaser thereof. As J B Kelly therefore in order to save expense of advertisement of said sale of the said real estate or land included in said deed of trust do hereby waive the said provision of the deed of trust requiring the trustee to give notice by publication of the sale as aforesaid, and agree that the trustee may proceed to sell said real estate of lands and tenements and buildings at such time and place, and on such terms as he may see fit, without giving notice of such sale as is required by the said deed of trust.

In testimony whereof I have this day set my hand and affixed my seal this the 25th day of June 1866. J B Kelly



James Leggett & Co. Filed Record Sept 12<sup>th</sup> 1866  
 R. W. Leggett Recorded Sept 13<sup>th</sup> 1866  
 To: D. S. Talladay  
 Canton Miss Febry 27<sup>th</sup> 1866.

\$10.16 <sup>17</sup>/<sub>100</sub>

On the 25<sup>th</sup> day of February 1867 pay the order of Richard Winter one thousand & sixty six <sup>67</sup>/<sub>100</sub> dollars with 8% interest from date, value received, this order is given to take up our note to Dr W. M. Reid in part payment of price of land known as Gamble place & the payment of this order shall be your receipt for the amount called for due me by you for the purchase of same place & be a lien upon same land until paid.

To: D. S. Talladay  
 Madison Co. Miss. <sup>50</sup>/<sub>100</sub> W. D. Stamps  
 James Leggett  
 R. W. Leggett

Patience L. Stokes Admrx  
 To: Deed Filed for Record & Recorded Sept 13<sup>th</sup> 1866.  
 James H. Hamblen

State of Mississippi Thomas at the April term A D 1866 of the Madison County Probate Court of said County a decree June 18<sup>th</sup> A D 1866 was made by the said Court in a proper proceeding had for this purpose directing Patience L. Stokes admrx of the estate of S. J. Stokes late of said County deceased to sell on a credit of twelve months at public auction to the highest bidder for the payment of debts the following land situate in said County to wit: N 1/4 2 1/2 S 1/4 Section 1. N 1/4 and S 1/2 of Sec 2. S 1/2 Sec 3. E 1/2 S 1/4 Sec 4. N 1/4 of Sec 10. E 1/2 N 1/4 & S 1/4 Sec 34 all in township 11 Range 5 east 1/2 N 1/4 & 1/2 S 1/4 & S 1/4 Sec 35 in township 11 range 5 east containing about eighteen hundred and forty acres.

And whereas said Admrx did in pursuance of said decree sell said land in the manner prescribed by law after giving due notice thereof, which said sale was duly confirmed by said probate Court at the June term thereof A D 1866, and whereas at said sale James H. Hamblen bid the sum of fourteen hundred and forty dollars being at the rate of six dollars per acre for the following part of the above described land, to wit S 1/4 of Sec 2 and the 1/2 of the S 1/4 of Sec 1. all in township 11 range 5 east.

which was the highest bid therefor & said lot of land was therefore struck off to him. Now therefore I James L Stokes Adm<sup>r</sup> as aforesaid in consideration of the premises & that the said James H Hamblen did on the 17th day of May A D 1866 execute to said Adm<sup>r</sup> his bond with security for the payment of said sum at twelve months after date, do hereby bargain, sell and convey unto the said James H Hamblen said land bid off by him to wit Sec 2 of Sec 2, & the W 1/2 of S 1/4 of Sec 1, all in township 10 range 5 east to have and to hold together with the tenements & hereditaments thereto belonging unto to him the said James H Hamblen his heirs & assigns forever. And I the said Adm<sup>r</sup> do hereby warrant to said James H Hamblen his heirs and assigns the title hereby conveyed as fully as I can do as Adm<sup>r</sup> aforesaid.

In witness whereof I hereunto set my hand and official seal,  
 James L Stokes (Seal)

Mississippi }  
 Madison County } Personally came before me James H Proctor  
 an acting Justice of the Peace in and for said County James L Stokes, Administrator of Samuel L Stokes and who acknowledged that she signed the within deed as her own act and deed on the day and date within written, for the purposes therein expressed.

Given under my hand & seal this the seventh day of September 1866.  
 James H Proctor J.P. (Seal)  
 W. S. Stamps }  
 Amended & cancelled }


Edmund Daley }  
 To } Filed for Record Sept 15th 1866  
 Smith & Mangold } Recorded Sept 17th 1866.

This indenture made and entered into this the 7th day of September 1866 between Edmund Daley of the first part and Joseph H Smith and Andrew Mangold parties of the second part witnesses.


That the said party of the first part Edmund Daley for and in consideration of the sum of two hundred and fifty three dollars to him in hand paid by said parties of the second part at and before the sealing and delivery of these presents. the receipt whereof is hereby acknowledged. hath bargained sold aliened conveyed & confirmed, and by these presents doth bargain sell alien convey and confirm unto the said Joseph H Smith and Andrew Mangold parties of the second part as aforesaid a certain lot or parcel of ground, situate lying and being in

the County of Madison and State of Mississippi in the City of  
 Canton therein and henceforth 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 and Great Northern Rail Road Company  
 and forty feet south of the south east corner of said Rail Road  
 Lot, thence west about three hundred and ten feet to a  
 street running north & south - thence south with said street  
 one hundred feet, thence east about three hundred and ten feet  
 to the street running east of said Rail Road Lot, thence north  
 with said street one hundred and ten feet to the beginning, together  
 with all and singular the privileges and appurtenances therunto  
 belonging or in any wise appertaining. And the said party  
 of the first part for himself his heirs, Executors, administrators  
 assigns or assigns the title unto the above said and above described  
 Lot or parcel of ground, and the appurtenances, unto the said  
 parties of the second part; their and each of their heirs, Executors  
 administrators and assigns with and with full power warrant &  
 defend against the claim or claims of all persons what  
 soever firmly by these presents.

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

Edmond Dalry 

The State of Mississippi }  
 Madison County } Personally appeared before me W S  
 Dalry Mayor of the City of Canton & Ex officio a Justice  
 of the Peace in and for said County - Edmond Dalry who  
 acknowledged that he signed sealed and delivered the foregoing  
 deed on the day of its date for the purposes therein mentioned

Given under my hand & seal this 15th day of September A D 1866  
 W S Dalry   
 Mayor & J P  
 15c U.S. Stamps }  
 Annexed & cancelled }

M W Orms } Deed for Record Sept 15th 1866.  
 J J Deed } Recorded Sept 17th 1866.  
 Eugene B Orms }

State of Mississippi }  
 County of Madison }

Know all men by these  
 presents, that I M. W. Orms for and in consideration of the  
 sum of the sum of five hundred dollars to me in hand

paid. the receipt whereof is hereby acknowledged. have this day bargained sold & conveyed & by these presents do hereby bargain sell & convey unto Eugene P. Owen (Reserving to myself & wife Mrs. Mrs. D. L. Owens her right of dower as provided by remaining upon & occupying the premises during her natural life, the following described tract or parcel of land lying and being situate in the County and State above written and more particularly described as follows to wit. East half of lot two. South half of lot 3. and North half of lot six. containing one hundred and twenty three acres. more or less. also the Stacks. Ploughs. Gear. and all other tools and implements of Husbandry that I possess upon the premises. and the said Mr. P. Owen of the first part himself. his Executors & Administrators. unto the said E. P. Owen of the second part his Executors and Assigns do hereby covenant and agree to warrant and defend the title to the above named premises against the claims or claims of all & every person whatsoever. In testimony whereof I hereunto set my hand and affix my seal. this 10th day of March 1866.

Mr. P. Owen

The State of Missisippi  
Madison County

Personally appeared before E. D. Ward Clerk of the Probate Court of said County Mr. P. Owen the Grantor in the within deed of Conveyance. who acknowledged that he signed sealed and delivered the foregoing deed as his Voluntary act and deed.

Given under my hand & the seal of said Court this 15th day of September A.D. 1866

E. D. Ward Clerk

for 2000 Stamps  
Amount cancelled

J. J. Smith & M. W. Lawson } Filed for Record Sept 28<sup>th</sup> & Recorded Oct 23<sup>rd</sup> 1866  
To 3<sup>rd</sup> Deed

Jesse R. Powell Presdt. } This Indenture entered into and Executed the 18<sup>th</sup> day of September 1866 by and between Thomas J. Smith and Mary O. Lawson of the first part Jesse R. Powell President of the Board of Police of Madison County his Successors in Office of the second part & Robert L. Smith of the third part witnesseth that whereas one of the parties of the first part viz Thomas J. Smith & H. A. H. Lawson and O. D. Suckett executed their promissory



note dated June 14<sup>th</sup> 1858 due at twelve months payable to N<sup>o</sup> B. Whitehead President of the Board of Police of Madison County Missi and his Successors in office for the sum of One Hundred dollars with interest at the rate of ten per cent per annum from date until paid it being for a bona fide loan of so much of the three per cent fund of said County and whereas the said Mary W Lawson is the wife & widow of the said H A W Lawson one of the makers of said note having a dower interest in all the land of which the said H A W Lawson died seized and is anxious to secure the payment of said note as a debt against her husband's estate and the other party of the first part Viz Tho<sup>s</sup> J Smith is also anxious to secure the prompt and punctual payment of said note and all interest thereon. Now therefore the promises considered the parties of the first part do hereby bargain sell and convey unto the party of the third part all their right title interest and claim in and to the following lands lying and being in Madison County Mississippi known and described as follows Viz N<sup>o</sup> 1/4 & S<sup>o</sup> 1/2 Sec 24 lots 1-2 & 3 Section 25 lots 2, 3, 5 & 6 Sec 18 & 4 lots 2, 3 & 4 Section 9 & Lot 6 West of B line and lot 10 East of B line and all of section twenty six and all being in Township 8 Range three east containing by estimation Two Thousand and Eighty acres be the same more or less to have and to hold the right title interest and claim of the parties of the first part in & to said bargained land unto the party of the third part his heirs and assigns And the parties of the first part hereby warrant and will defend the said title interest & claim in & to said bargained premises unto the party of the third part his heirs & assigns forever

But this deed is however upon the following trusts and conditions that is to say if the parties of the first part or either of them shall well and truly pay off and discharge said note and all interest which may accrue on or before the first day of March 1864 then this ~~is~~ to be void and of no effect; but if the parties of the first part fail or refuse to pay said note and all accrued interest within the time presented then the party of the third part upon the request of the party of the second part shall after giving ten days notice by posting in three public places in Madison County one of which shall be kepton proceed to sell said land or the interest of the parties of the first part thereon to the best and highest bidder for cash & shall apply the proceeds of such sale 1<sup>st</sup> to the payment of said note and interest 2<sup>nd</sup> to the defraying

of all expenses necessary to the execution of this trust and  
3<sup>rd</sup> the balance of any shall be paid over to the parties of the first  
part in proportion to their interest in & to the lands hereby conveyed,  
In testimony whereof we trip our hands & seals the day & year first  
before written

J J Smith (Seal)

M W Lawson (Seal)

Personally appeared before me Edward Clerk of the Probate  
Court of Madison County J J Smith who acknowledged that he  
signed sealed & delivered the within deed on the day and year  
therein named & for the purposes & objects therein stated

(E D)

Witness my hand & seal of office this 18<sup>th</sup> day  
of Sept 1866

E D Ward Clerk

The State of Mississippi

Madison County Personally appeared before me Edward  
Clerk of the Probate Court of said county Mrs M W Lawson  
who acknowledged that she signed sealed and delivered  
the within and foregoing deed on the day and year therein  
mentioned as her act and deed

(E D)

Given under my hand and the seal of said  
Court this 28<sup>th</sup> day of September A D 1866.

E D Ward Clerk

(46)

The State of Mississippi B L Porchard & wife  
Madison County Nicholas C Snider

Filed 5 October A D 1866 & Recorded October 6<sup>th</sup> A D 1866

This Indenture made and entered into this 5 day of  
October A D 1866 between William L Porchard and Emily P.  
Porchard of the County and State aforesaid parties of the first  
part and Nicholas Christopher Snider of Galabusha County  
Mississippi party of the second part Witnesseth that for  
and in consideration of the sum of Twenty four hundred  
dollar to them in hand paid by the party of the second part  
the receipt of which is hereby acknowledged the parties of the  
first part have granted bargained sold aliened and conveyed  
and by these presents do grant bargain sell alien & convey  
to the party of the second part the following tract or parcels of  
land lying and being in the County & State first aforesaid  
namely Southe East quarter of Section thirty and East half

of South West quarter of same section and west half of North East quarter of section thirty one and east half of N W quarter of section thirty one all in Township nine Range four East all lying in the County of Madison and State of Miss of ppi containing by estimation four hundred acres more or less to have and to hold the same with the appurtenances to the party of the second part his heirs and assigns forever and the parties of the first part well forever warrant and defend the title against any and all persons whatever

Given under our hands and seals this 5 day of October A.D. 1866. B. L. Prichard Seal E. P. Prichard Seal

The State of Mississippi Personally appeared before me Madison County, E. D. Ward Clerk of the Probate Court of said County B. L. Prichard and E. P. Prichard his wife grantors in the foregoing deed who acknowledged that they signed sealed and delivered said deed on the day and year therein mentioned as their act & deed and the said E. P. Prichard wife of said B. L. Prichard upon a private examination before me apart from her husband acknowledged that she signed sealed & delivered said deed freely without and fear threats or compulsion of her said husband.

Given under my hand and the seal of said Court at office in the City of Canton the fifth day of October A.D. 1866 E. D. Ward Clerk

\$2.50 U.S. Stamps  
annexed & cancelled

John J. Atkinson John J. Atkinson 3 Filed for Record Sept 28th  
W. L. Atkinson 3 Dec 3 1866. Recorded Oct 28th  
W. L. Atkinson 3 1866.  
R. M. Atkinson 3

This indenture made & entered into the twenty eighth day of February A.D. eighteen hundred and sixty six by and between John J. Atkinson of the first part and William L. Atkinson and Perry A. Atkinson of the second part of all of the County of Madison and State of Mississippi. Witness that the said party of the first part for and in consideration of the sum of four hundred dollars to him in hand paid the receipt whereof is hereby acknowledged hath bargained sold &

conveyed and do by these presents bargain sell alien and convey to the said party of the second part their heirs and assigns the following described land, to wit the north West quarter of section One in township ten range three east, except forty aced in the South east corner of said above described land lying and being in the County and State aforesaid, Together with all and singular the appurtenances thereunto belonging or in any wise appertaining To have and to hold the above described land to the said party of the second part and their heirs and assigns forever And the said party of the first part doth hereby agree to warrant & defend the title to the said only against himself and those claiming under him and his heirs. Witness my hand and seal this day and year above written.

The State of Mississippi  
 Madison County      John J. Atkinson (Seal)  
 I John J. Atkinson came before me William Davis Jr a Justice of the peace of said County of Madison and acknowledged that he signed sealed and delivered the above deed for the consideration and purposes therein specified as his own proper act and deed;

Given under my hand and seal this twenty eighth day of February A D eighteen hundred & sixty six.  
 Wm Davis Jr J P (Seal)

50<sup>cts</sup> U.S. Stamps  
 unused & cancelled

P. R. Sutherland } Filed for Record Sept 21st 1866.  
 L. J. Dred in Trust } Recorded Oct 11th 1866  
 J. W. Dorris }

This deed in trust entered into this the 18th day of Sept in the year one thousand eight hundred and sixty six between Peyton R. Sutherland Sr. J. W. Dorris, D. S. & S. Watts, A. A. Watts, G. R. & A. L. Dudley, Peyton R. Sutherland Jr Mary and Sarah Sutherland all of the County of Madison in in the State of Mississippi. Witnesseth, that the said Peyton R. Sutherland Sr is indebted to D. S. & A. A. Watts in the sum of six hundred and fifty four dollars, to G. R. & A. L. Dudley in the sum of about five hundred dollars and to Peyton R. Sutherland Jr & Mary and Sarah Sutherland each in the sum of about seven hundred and fifty dollars and being willing and anxious to secure them in the payment of the above sum of money due from the said Peyton R. Sutherland as their Guardian has on the day of the date hereof bargained



This deed of trust is satisfied in full as witnessed by the receipt of all the benefits  
and amount of money to be paid to the said Dorris for his to whom it remains in  
full force. The 9th of Sept 1883

sold aliene and conveyed and by these presents does bargain  
sell alien and convey to the said Dorris the following  
described lands lying and being situated in the County  
& State of Iowa and known and designated as follows  
the N E 1/4 of Section Twenty five T11. R 4 east. lots one and  
two in Section thirty one and the west 1/2 of the N 1/4 of  
Section thirty two in T11. R 5. Lot no three and the south  
half of lot no four in Section thirty T11. R 5 East  
lot no two in section thirty T11. R 5 east. 1/2 of S E 1/4 of  
1/2 of E 1/4 of S 1/4 Sec 32 T11 North of Range five east  
the east 1/2 of N E 1/4 of Sec thirty and the E 1/4 of the S E 1/4 of Sec 19  
T11 Range five east. also the following personal property to  
wit. Eight mules called Jack Jim Jam Bill Jim. Sam  
Jude and Pomp. the entire stock of cattle of the said Sutherland  
land except black Manid one hound Manid White Alay  
and Sally. his crop of cotton of the present year supposed  
to be about fifteen bales. five hundred bushels of corn. 1000 lbs  
of fodder. one carriage all of which is hereby conveyed  
in trust to secure the payment of the above sums of  
Money and should the said Sutherland fail to pay off the  
above indebtedness to D S and A A Watts and to R & A L Dudley  
on or before the first day of April next then it shall be the duty  
of the said Dorris to advertise in three public places for thirty  
days and sell so much of the above property for cash as  
will be sufficient to pay the amt due them & apply the proceeds  
to the payment thereof and execute a deed to the purchaser  
and the remainder of the property after paying the parties  
last named the said Dorris is to retain possession & control of  
and rent the land and the mules till such time as in his  
opinion a sale would be advantageous to P R Mary &  
Sarah Sutherland at which time or as they reach their majority  
or marry it shall be the duty of the said Dorris to advertise  
for thirty days and sell the same and apply the proceeds together  
with the rents profits and accretions to the payment of said  
indebtedness and execute deed to the purchaser of the lands  
hereby conveyed. pay the expenses of this conveyance to  
and the surplus if any pay to P R Sutherland

P R Sutherland  
J N Dorris

1/11 U.S.R. Stamps  
Annexed & cancelled

The State of Mississippi  
 Madison County I Before me Wm Davis Jr an acting  
 Justice of the Peace for said County this day came Peyton R  
 Sutherland Sr whose signature appears to the above and who  
 acknowledged that he signed, sealed and delivered this deed on  
 the day of the date thereof as his own voluntary act and deed  
 for the purposes therein expressed specified and also of Dr  
 Davis who acknowledges the acceptance of the above trust  
 Given under my hand & seal the 18th day of Sept 1866.  
 Wm Davis Jr J P Seal

J. L. Richards & Wife I Deed for Record Sept 17 - 1866.  
 L. J. Deed I Recorded Oct 15th 1866  
 Mrs Margaret McKie

This deed of conveyance made and entered  
 into this 15th day of September One thousand eight hundred and  
 sixty six between J. L. Richards and Laura L. Richards his wife  
 of the first part and Margaret McKie of the second part both  
 of the County of Madison State of Mississippi Writings. That the  
 said party of the first part for and in consideration of the sum  
 hundred dollars in hand paid by the party of the second part  
 have this day bargained and sold and do hereby grant and  
 convey to said party of the second part certain lands situated  
 in the County of Madison and State of Mississippi in the town of  
 Sharou. to wit commencing at the South West Corner of section  
 31 at a Hickory tree and running north 4000 links thence east  
 2311 links thence South  $17\frac{1}{2}^{\circ}$  West 1100 links thence South 700  
 links thence South  $17^{\circ}$  West 1550 links thence West 920 links  
 thence South  $12\frac{1}{2}^{\circ}$  East 760 links thence West 760 links to the  
 above mentioned Hickory tree as the starting point  
 containing in all 64 + 4/100 acres, six acres off the East  
 Side of said described lands. I. Have and to hold said land  
 with appurtenances to said party of the second part her heirs or  
 assigns. And the said party of the first do covenant with the  
 said party of the second part, that they will forever warrant  
 and defend the same to her, her heirs or assigns under her, free  
 from and against the right title or claims of themselves or  
 either of them or their heirs and of any person whomsoever  
 and the said party of the first part do hereunto set their  
 names and set their seals on the day & date above mentioned

J. L. Richards Seal  
 L. L. Richards Seal

The State of Mississippi  
Madison County

Personally appeared before Tho L Heart  
One of the Members of the Board of Police of said County  
J. L. Richards who acknowledged that he signed sealed and  
delivered the foregoing deed as his act and deed for the  
purpose therein specified on the day & year therein named, and  
also appeared before Mrs Laura E. Richards wife of the said  
J. L. Richards who being examined by me separate and  
apart from her said husband acknowledged that she  
signed sealed and delivered the foregoing deed as her  
voluntary act & deed on the day & year above written &  
for the purposes therein specified without any fear threats  
or compulsion of her said husband.

1<sup>st</sup> W. S. Stamps  
Amixed & cancelled.

Given under my hand & seal this  
15<sup>th</sup> day of September 1866.  
Thomas L Heart M. P. C.

J. L. Tupper Filed for Record Sept 24<sup>th</sup> 1866.

C. J. Mortgage Recorded Oct 15<sup>th</sup> 1866.

Saml Magruder State of Mississippi Madison County.

This Indenture made and entered into this 3<sup>rd</sup>  
day of July A D 1866 between J. L. Tupper of the first part and  
Saml Magruder of the second part both of said County  
Notepith, that whereas on the 11<sup>th</sup> day of June A D 1866 the  
said Magruder as Guardian of Jennie Magruder a  
Minor loaned to the said Tupper the sum of three thousand  
and five hundred dollars for which said Tupper executed  
his promissory note of the said last mentioned date for the  
said sum of three thousand and five hundred dollars payable  
one year after the date thereof or at any time before at the  
option of said Tupper, with interest payable annually from  
the date thereof at the rate of ten per cent per annum, the  
payment of which sum of money the said Tupper is desirous  
to secure, therefore in consideration of the premises and for  
one dollar to the said Tupper in hand paid by said  
Magruder, he the said Tupper doth hereby grant bargain  
sell and convey unto said Magruder his heirs and assigns  
a certain tract of land in said County known and designated  
as Section 8, 1/2 of Section 5, all of section 6 lying east and south  
of the road leading from Leanton to Leander. [The E 1/2 & S 1/2  
W 1/2 N 1/2 of section 17, and W 1/2 N 1/2 Sec 16 all in Township  
10. Range 4 East containing between 1200 & 1300 acres

I acknowledge the contents of this instrument on July 16<sup>th</sup> 1866

Saml Magnader Guardian

Edward Blake

together with all the improvements thereunto belonging. To have and to hold said premises unto the said Magnader Guardian to and his legal representatives for the uses and trust herein after mentioned, and the said Tupper for himself his heirs and Executors and Administrators doth hereby covenant and agree that he is seized in fee of the aforesaid premises except the part of Sec 11. that the same are conveyed free and quit of all liens and incumbrances and that he doth warrant and will forever defend the title of the said premises to the said Magnader and his legal representatives against all lawful and equitable claims whatsoever. But this conveyance is made upon the following trusts and conditions, that if the said Tupper shall pay or cause to be paid unto the said Magnader or his legal representatives the said sum of money intended to be secured by this conveyance as aforesaid, and all interest thereon as specified in said promissory note, when the same shall become due and payable, or any renewal thereof then this conveyance shall be null and void, otherwise the same shall be in full force and Virtue.

In testimony whereof the said Tupper hath hereunto set his hand and seal on the day of the year first above written,

J L Tupper

State of Mississippi Personally appeared before me W S Bailey Madison County Mayor of the City of Canton and Ex. Officer a Justice of the Peace for said County J L Tupper whose signature appears attached to the foregoing deed who acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed and for the purposes mentioned,

Given under my hand and seal this 3rd day of July A D 1866  
 W S Bailey Mayor & J P  
 45<sup>th</sup> W S. Revenue Stamp  
 Annexed & cancelled

W J Kendall & Filed for Record Sept 17<sup>th</sup> 1866  
 Mortgage Recorded Oct 15<sup>th</sup> 1866.  
 J W Richards

This deed of Mortgage made this the 17<sup>th</sup> day of September A D 1866 between W J Kendall and J W Richards both of Madison County State of Mississippi. Witnesseth that whereas the said W J Kendall is indebted to the said J W Richards in the sum of four hundred and eighty six dollars and twelve cents on a note of hand due one day after date & dated 13<sup>th</sup> day of September A D 1866 bearing interest at the rate of ten per



cent per annum from date until paid, and whereas said W. J. Kendall is willing to give this deed of Mortgage for the satisfaction of what may be due and unpaid to said J. L. Richards on the said 13<sup>th</sup> day of September A. D. 1866. Therefore the said W. J. Kendall bargains sells gives & conveys to said J. L. Richards the following described lot of land in the City of Canton County of Madison State of Mississippi as follows Viz. Beginning fourteen feet east of the South West corner of lot one square No 2 according to plat of said City, thence east fourteen feet, thence North two hundred, thence West fourteen feet, thence South two hundred feet to the beginning, to have and to hold the same with the appurtenances to the said J. L. Richards and his Executors administrators and heirs, But the conveyance is upon the condition that if the said W. J. Kendall shall on or before the 17 day of September A. D. 1867 pay and satisfy to said J. L. Richards or his legal representatives the sum or sums aforesaid with interest then this deed is to cease and be void.

In testimony whereof the said W. J. Kendall puts his hands and seal on the day and year within written.

W. J. Kendall

The State of Mississippi Personally appeared before me E. D. Mares Madison County Clerk of the Probate Court of said County W. J. Kendall who acknowledged that he signed sealed and delivered the within deed or mortgage made by him to J. L. Richards for the consideration and purposes therein specified as his own proper act and deed.

Given under my hand and seal of said County this 17<sup>th</sup> day of September A. D. 1866. E. D. Mares Clerk.

50 W. J. Kendall  
 Stamps Annexed & Cancelled.

W. S. G. Walker Filed for Records October 10<sup>th</sup> 1866  
 Deed of Trust Recorded October 15<sup>th</sup> 1866.  
 A. R. Powell

This deed of trust made and executed this the 16<sup>th</sup> day of July A. D. 1866 by and between Dr. W. S. G. Walker of the first part and Scott L. Smith of the second part and J. R. Powell of the third part all of the County of Madison State of Mississippi Witnesseth that whereas in consideration of twelve hundred dollars this day advanced unto the party of the first part by

the party of third part, the receipt whereof is hereby acknowledged  
 by these presents this day, and the party of the first part being desirous  
 of giving abundant security to the party of the third part for the prompt  
 payment of the said \$1200.00 on the first day of January A D 1867  
 when the same is due and to be paid unto the party of the third  
 part by the party of the first part. Therefore now the party of  
 the first part doth hereby bargain, sell and convey unto the party  
 of the second part the following described tract and parcel of  
 land to Wit. The N W 1/4 of Section 26. Township (10) Twp. Range 2  
 East, except and less the following land sold and owned by the  
 Township Relief Company for school No 2 supposed to be about  
 (10) acres, then to contain one hundred and fifty acres more or less  
 and said N 1/2 of section 26. Township (10) Range 2 East also 27  
 Acres more off the S 1/2 corner of the east 1/2 of the South 1/2 of  
 Section 23. Township (10) Range 2 east altogether containing (170)  
 one hundred and seventy acres more or less all in the County of  
 Madison State of Mississippi to have and to hold forever unto  
 his heirs assigns and successors. But this deed of trust or  
 conveyance is made with the following conditions and upon  
 the following limitations and trusts, that is to say if the said  
 party of the first part shall pay or cause to be paid unto the  
 said party of the third part the said sum of money of \$1200.00  
 intended to be secured by this deed of trust on the first day of  
 January 1867. when the same is due and payable, then this deed of  
 trust to be null and void, But if after the said first day of Jan-  
 uary 1867 shall pass and elapse, and the said \$1200.00 or any  
 part thereof shall remain due and unpaid, then it shall be lawful  
 for the said party of the second part at the request of the  
 party of the third part to proceed to sell said described lands  
 together with all buildings situated thereon after giving thirty  
 days notice of the time place terms and conditions of said sale  
 in one of the newspapers published at Leaton Madison County  
 for cash to the highest and best bidder said place to be sold  
 at or before the Court House door at public vendue within the  
 hours prescribed by law, then to apply the proceeds of said sale  
 first to the expense arising from the enforcement of this deed  
 of trust and then to apply the balance to the payment of this  
 sum of money or such a part thereof as may remain unpaid  
 at the date of sale, and the balance if any remain to be handed  
 over unto the party of the first part,  
 In testimony whereof we have this day set our hands and affixed  
 our seals this the day and year above written.

I accept the trust

Dr W S G Walker  
R W Smith  
A S Powell

The State of Mississippi  
County of Madison Personally appeared before me Ed  
Ward Clerk of the Probate Court in and for said County  
Dr W S G Walker who acknowledged that he signed sealed  
and delivered the foregoing deed of trust as his own act and  
deed and for the purposes therein specified and mentioned and  
on the day therein mentioned,

Given under my hand and seal of said Court this 11th day of July A D 1866  
Ed Ward Clerk  
By J D Cantant & Co

Thomas White & Filed for Record Sept 20th 1866  
Loy Dieten & Recorded Oct 15th 1866  
Loy Dieten

This conveyance made and entered into this the  
nineteenth day of September A D 1866 by and between Thomas  
White of the first part of the County of Madison and State of  
Mississippi and Jonas H Loy and Anderson D Dieten of the City  
of New Orleans State of Louisiana of the second part  
Witnesseth that the said party of the first part for and in  
consideration of the sum of twenty seven hundred and fifty  
dollars to him in hand paid the receipt whereof is hereby  
acknowledged hath this day bargained sold aliened conveyed  
and by these presents doth bargain sell alien and convey  
unto the said parties of the second part a certain tract or  
parcel of land lying & being in the said County of Madison  
& State of Mississippi and known and described as follows  
Viz. the N 1/2 of Section Number 3, and the West 1/2 of N 1/2  
and N 1/2 of E 1/2 of N 1/2 of Section 3, and the N 1/2 of N 1/2 of  
Section 3 all in Township Number 7, of Range Number 1 East  
containing by estimation three hundred and twenty acres  
more or less To Have and to Hold the said above described  
tract or parcel of land together with all the appurtenances  
thereunto belonging unto the said parties of the second part  
their heirs and assigns forever, and the said party of the  
first part hereby covenants that he will forever warrant defend  
the title to the above described tract or parcel of land unto the  
said parties of the second part, their heirs and assigns  
against the claim or claims of all persons whatsoever claiming

or to claim the same

In testimony whereof witness my hand & seal the day & year first above written

Attest Geo D Fearns.

Thomas <sup>his</sup> White <sub>mark</sub>

State of Mississippi }  
Madison County }

Personally appeared before me W L Gilmer a Justice of the Peace in and for said County Thomas White a freedman, who acknowledged that he signed sealed and delivered the foregoing as his act & deed for the purposes therein mentioned and upon the day and year therein stated

Witness my hand & seal this 20th day of September A D 1866.

W L Gilmer J P Seal

25<sup>th</sup> U.S.P. Stamps  
Annulled & Cancelled

Samuel H Mulhiron } Filed for Record Sept 20<sup>th</sup> + Recorded Oct 16<sup>th</sup> 1866.  
To 3 Deeds

Levy & Dexter } This Indenture entered into and executed this 19<sup>th</sup> Sept 1866 by and between Samuel H Mulhiron of the first part and Jonas Levy & Anderson Dexter of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Two Hundred and fifty Dollars to him in hand paid the receipt whereof is hereby acknowledged hath this day bargained quit claimed & released to the party of the second part all his right, title, claims and interest in & to the following land lying and being in Madison County, Miss. Known and described as follows Viz N 1/4 Sec 20 & N 1/2 N 2 1/4 & N 1/2 E 1/2 N 2 1/4 Sec 3 & N 1/2 N 1/2 S 1/4 Sec 3 all in Township of Range 1 East containing by estimation 320 acres be the same more or less And the party of the first part hereby relinquished quit claims and releases all his right title and interest in & to the above described premises unto the party of the second part their heirs and assigns and hereby covenants and agrees to warrant and defend the title thereto unto the party of the second part their heirs & assigns against the claim only of myself & all other persons claiming or to claim in through or by me In testimony whereof witness my hand & seal this 19<sup>th</sup> Sept 1866.

Saml H Mulhiron Seal

State of Mississippi }  
Madison County }

Personally appeared before me W L Gilmer a Justice of the Peace in and for said Madison County Saml H Mulhiron who acknowledged that he signed sealed and delivered the above deed



for the purposes & objects therein stated & on the day & year therein expressed  
 Given under my hand & official seal this 19<sup>th</sup> Sept 1866

C. L. Hulmer *(Seal)*

20 cents U.S. Revenue Stamps  
 Annulled & cancelled

W. J. McKie & wife } Filed for Record Sept 21<sup>st</sup> & Recorded Oct 16<sup>th</sup> 1866.  
 To 3<sup>rd</sup> Quit claim }

W. J. Burbidge } This deed of Quit Claim made this twenty 3<sup>rd</sup> day  
 day of June in the year of Our Lord Eighteen hundred and sixty six  
 between W. J. McKie and Margaret McKie his wife of the county of  
 Madison and State of Miss of the first part and of W. Burbidge  
 of the city of New Orleans and State of La. of the second part Wit-  
 nesses: That the party of the first part for and in consideration  
 of the sum of One Thousand Dollars to them in hand paid by  
 the party of second part do hereby release, relinquish convey and  
 forever quit claim of in and to the following lot or parcel of  
 ground lying and situated in County of Madison, and State of  
 Mississippi (viz) Lot No 4 in Section 11 Lot No 8 Section 10 all of section  
 twenty two Lot No 2, 4, 5, 7 and 8 and two thirds of Lot No 6 in  
 section 15 and the N.W. 1/4 of Sec Twenty Seven all in Township No 10  
 Range two East - To have and to hold the same with the appur-  
 tenances to the said W. Burbidge his heirs and assigns,  
 fully and forever free and quiet from the right, title, claim and in-  
 terest of the party of the first part - their heirs and of all and every  
 person claiming by through or under them In testimony whereof  
 the party of the first part have set their hands and seals the  
 day and year above written


W. J. McKie *(Seal)*

Margaret McKie *(Seal)*

State of Mississippi

Madison County } Personally appeared before J. H. Hart (Member of Board of  
 Police of said Co. and State W. J. McKie and Margaret McKie his wife who  
 severally acknowledged that they signed sealed and delivered the  
 within and foregoing deed on the day and date and for the purposes  
 therein expressed as their proper act and deed and the said Mar-  
 garet McKie wife of W. J. McKie being by me examined privately  
 and apart from her said husband acknowledged that she signed  
 sealed and delivered the same as her voluntary act and  
 deed without any fears threats or compulsion of her said  
 husband and for the purposes therein expressed Witness my hand

and Seal this the twenty seventh day of June Eighteen hundred  
and Sixty Six

Thomas L Hart   
M B P

116 S R stamps  
attached & cancelled

H. M. Broth & wife } Filed for Record & Recorded Oct 20<sup>th</sup> 1866.  
Is 3 Deeds

Montfort Jones This Indenture, made and entered into this  
Nineteenth day of October in the year of our Lord one thousand  
eight hundred and Sixty Six between Frederick M. Broth and  
Hermine Broth his wife of the Parish of Orleans & City of New  
Orleans and State of Louisiana of the first part, and Montfort  
Jones of the County of Madison and State of Mississippi of the  
Second part, Witnesseth, That the party of the first part, for  
and in consideration of the sum of Four thousand Dollars  
to them paid by the party of the second part, the receipt where-  
of is hereby 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, executors & assigns forever certain lots or parcels of land,  
situate, lying and being in the County of Madison City of Louisiana  
and State of Mississippi known and described as follows to wit:

Lots No. One & two in square No. Eleven in the original plan  
of said town, also five & half acres of land more or less lying  
north of said lots bounded as follows, commencing at the N. E.  
corner of said Lot No. <sup>one</sup> & running thence west to what was John  
Le Penhal's now Leouch & Gargain's line thence North to his corner,  
to what was Saml D Livingston's now A W Handy's line the same  
being a Sectional line to a stake, thence East with said Sectional  
line to a stake, where a line running north through the center  
of Union Street to where it would strike said Sectional line  
which Sectional line is the line between Section No. Eighteen  
& Nineteen thence South with the middle of said Street, to  
the town line, thence with the town line thirty feet West, to  
the beginning corner. To Have and to hold the above  
described land and premises, together with and and singular  
the rights and privileges, buildings, improvements and appur-  
tenances of, in or to the same belonging, or in anywise appertain-  
ing, 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 afore granted 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 afore said land and premises, and every part thereof, unto the party of the second part, against the right, title, interest or demand of and every person whomsoever

In testimony whereof the party of the first part hath hereto set their hands and affixed their seals the day and year first above written.

H. W. Grothe (Seal)  
H. W. Grothe (Seal)

14<sup>th</sup> U. S. R. Stamp attached & cancelled

State of Mississippi }  
Madison County } Personally appeared before me E. D. Ward Clerk of the Probate Court of said County, Frederick W. Grothe one of the bargainors to the foregoing and hereto attached deed of conveyance with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, on the day and year therein mentioned as his act and deed.

*(Signature)*  
Witness my hand, at Office, this nineteenth day of October 1866 and the seal of said Court


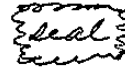
*(Signature)*  
The words "now, bench & bargain line" interlined after "was J. B. Benthal's line" on first page and the words "near A. H. Handy's" after the words "was Saml. D. Livingston's" interlined on 1<sup>st</sup> page before signing

E. D. Ward Clerk


E. D. Ward Clerk  
for Re-employment of wife  
See Page 560 of this book  
E. D. Ward Clerk

Kate L. Barlow &  
A. D. Barlow } Filed for Record Sep. 21, 1866, Recorded Nov. 2, 1866.  
To & Deed  
John E. Barlow } This deed of conveyance made this nineteenth day of September in the year of our Lord Eighteen hundred and sixty six between Kate L. Barlow and A. D. Barlow of the first part and John E. Barlow of the second part all of the County of Madison in the State of Mississippi. Witnesseth that the said K. L. and A. D. Barlow for and in consideration of the sum of four hundred

and forty dollars (\$440.<sup>00</sup>) to them in hand paid by the said  
 Jno. E. Barlow at or 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  
 and sell and convey unto the said John E. Barlow and  
 his heirs a certain tract of land situated lying and being  
 in the County of Madison and State of Mississippi afore-  
 said designated and known as the West half of the South  
 East quarter of section Eleven, except eight acres off the South  
 West corner of said West half of South East quarter of Township  
 Nine of Range two East containing twenty two acres more or  
 less, to have and to hold the said tract or parcel of land unto  
 him the said Jno. E. Barlow his heirs and assigns forever.  
 And the said A. D. & K. L. Barlow for themselves and their heirs  
 the said tract or parcel of land unto him the said J. E. Barlow  
 and his assigns, shall, will and do by these presents forever  
 warrant and defend against the claims or claims of all persons  
 whatsoever. In witness whereof the said K. L. & A. D. Barlow have  
 hereunto set their hands and affixed their seals this the nine-  
 teenth day September eighteen hundred and sixty six as  
 first written.

Kate L. Barlow   
 A. D. Barlow 

2.00 U.S. R. Stamps  
 Attached & Cancelled

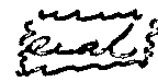
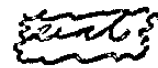
State of Mississippi Personally appeared before me a Justice  
 Madison County of the Peace in & for said County the above  
 named K. L. Barlow and A. D. Barlow who acknowledge that they  
 signed sealed and delivered the foregoing deed on the day therein  
 expressed as their proper act and deed, and the said K. L. Barlow  
 upon an examination separate and apart from her husband  
 acknowledged that she signed, sealed and delivered said  
 deed freely & voluntarily and without any fears, threats or  
 compulsion on the part of A. D. Barlow her said husband.  
 Given under my hand and seal this 20<sup>th</sup> day of September A.D. 1866.  
 C. L. Gilmer 

William H. Caldwell & wife }  
 To & Deed } Filed for Record Sept. 21, 1866, Recorded Nov 2 1866  
 Margaret J. Stockwell } The State of Mississippi } This Indenture  
 County of Madison } made and entered  
 into this tenth day of September A. D. 1866 between William




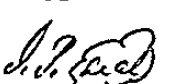
H. Caldwell and his wife Sarah Caldwell of said County and State of the first part and Margaret J. Stockwell also of said County and State of the second part, Witnesseth that for and in consideration of the sum of five hundred dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged the said party of the first part hath the day of the date hereof bargained sold and conveyed and by these presents doth bargain sell and convey to the said party of the second part all that tract or parcel of land situate lying and being in the County of Madison State of Mississippi and known and described as the West  $\frac{1}{2}$  of N. W.  $\frac{1}{4}$  and West  $\frac{1}{2}$  of South West  $\frac{1}{4}$  of Section 26 and North East  $\frac{1}{4}$  of South East  $\frac{1}{4}$  of Section 27 all of Township Eleven North of Range Five East containing two hundred acres more or less, To have and to hold to the said party of the second part her heirs and assigns in fee simple forever, and the said party of the first part doth hereby covenant and agree to and with the said party of the second part her heirs and assigns, that they will warrant and defend the title of said tract or parcel of land to the said party of the second part her heirs and assigns forever. In witness whereof I have hereunto set my hand and seal the tenth day of September A.D. 1866

\$1 = U.S. R. Stamp  
annexed & cancelled

W. H. Caldwell   
Sarah Caldwell 

The State of Mississippi }  
Madison County }  
William H. Caldwell the maker of the foregoing deed to Mrs. Margaret J. Stockwell came before me William Davis, Jr. a Justice of the Peace of said County of Madison, and acknowledged that he signed, sealed and delivered for the consideration and purposes therein specified as his own proper act and deed. Given under my hand and seal the tenth day of September A. D. 1866.

Acknowledged & Subscribed before me, W. H. Caldwell  
Wm Davis Jr. J. P. 

The State of Mississippi }  
Madison County }  
Mrs. Sarah Caldwell the wife of William Caldwell came before me Wm Davis Jr. a Justice of the Peace of said County of Madison and on private examination separate and apart from her said husband acknowledged that she signed, sealed & delivered the above and foregoing deed freely & willingly without any undue influence of any kind of her said husband and for the consideration & purposes therein specified as her own proper act and deed. Given under my hand and seal the 13<sup>th</sup> day of September A. D. 1866  
Acknowledged & Subscribed before me Wm Davis Jr. J. P.  Sarah Caldwell

A. D. Hoy } Filed for Record Sept. 25<sup>th</sup> 1866 } Recorded Nov. 2<sup>nd</sup> 1866

To } Deed }  
Couch & Yeargain } Know all men by these presents that I, Aurora D. Hoy a citizen of the County of Madison and State of Mississippi have this day, for the sum of eight thousand dollars to me cash in hand paid, and the receipt of which is hereby acknowledged, sold, and do hereby bargain, sell and deliver unto Alex. L. Couch & Geo. W. Yeargain partners doing business in the town of Canton under the firm name and style of Couch & Yeargain, their heirs, executors, administrators and assigns, the following described lands lying and being in the County of Madison and State of Mississippi, to wit: The N. 1/2 of Section 2 Township 8 Range 2 East and the S. 1/2 of the N. 1/2 of the N. E. 1/4 & the S. 1/2 of the E. 1/2 of the N. W. 1/4 & S. 1/2 of the E. 1/2 of the S. E. 1/4 and the N. 1/2 of the S. E. 1/4 & S. W. 1/4 of Sec 35 Town. 9. R. 2. E and the E. 1/2 of the S. E. 1/4 & the E. 1/2 of the S. W. 1/4 Sec. 36 T. 9 R. 2 East & and the S. 1/2 of the N. 1/2 of the S. W. 1/4 of Sec 31 T. 9 Rang 3 East, containing in all more or less eight hundred and eighty acres and I hereby bind myself to warrant and defend the title of said lands against myself, my heirs, executors, administrators or assigns or of any other person claiming under me, or against the claims of any other person whatsoever. In testimony whereof I have hereunto set my hand and seal this 25<sup>th</sup> day of September 1866.

A. D. Hoy *[Signature]*

1300 U. S. R. Stamps  
imprinted & cancelled

State of Mississippi Personally appeared before me C. D. Mard Clerk Madison County } of the Probate Court of Madison County the within named Aurora D. Hoy who acknowledges she signed sealed and delivered the foregoing deed on the day & year therein mentioned as her act and deed. Given under my hand and seal of said Court this 25<sup>th</sup> day of September 1866,

Seal of Probate Court  
of Madison Co., Miss.

C. D. Mard, Clerk.

A. D. Hoy } Filed for Record September 26<sup>th</sup> 1866 } Recorded November 2<sup>nd</sup> 1866

To } Deed }  
C. Joyce } This indenture made and entered into this 24<sup>th</sup> day of September A. D. 1866 between Mrs. A. D. Hoy of the first part and Mrs. C. Joyce wife of Compton G. Joyce 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 four hundred and ninety five

dollars then 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 has granted bargained and sold and by these presents doth grant, bargain, sell, convey and confirm unto said party of the second part her heirs and assigns forever a certain tract or parcel of land situate, lying and being in the County of Madison and State of Mississippi known and designated as the E. 1/2 of S. W. 1/4 of Section 12 Township 8 of Range 2 East, containing by estimation eighty acres more or less. To have and to hold said above described and hereby granted premises with the appurtenances to said party of the second part her heirs, executors, administrators and assigns forever, and the said party of the first part for herself, her heirs, executors, and administrators hereby covenants to warrant and defend the title to the premises aforesaid with the appurtenances to said party of the second part her heirs &c. from and against the claim or claims either legal or equitable of any and all persons whomsoever claiming or to claim said premises or any part thereof by these presents, forever. In testimony whereof said party of the first part hath hereunto set her hand and affixed her seal on the day and year first above written.

11<sup>th</sup> U.S. R. Stamps  
annul'd & cancelled

A. D. Hoy

The State of Mississippi } Personally appeared before me C. D. Hard  
Madison County } Clerk of the Probate Court of said County  
Mrs. A. D. Hoy who acknowledged that she signed, sealed and delivered the within deed on the day and year therein mentioned as her act and deed. Given under my hand and the seal of said

Seal of the Probate Court  
of Madison County, Miss.

Court at office in the City of Canton this 25<sup>th</sup> day of September A.D. 1866.

C. D. Hard, Clerk

S. H. Mulherin junr } Filed for Record October 21<sup>st</sup> 1866 & Recorded Nov 2<sup>nd</sup> 1866  
To } Deed  
R. H. Fraser } This Indenture made this 5<sup>th</sup> day of September A.D. 1856 by and between Samuel H. Mulherin and Mary J. Mulherin of the County of Madison, State of Mississippi of the first part and R. H. Fraser of the City of New Orleans, State of Louisiana of the second part, Witnesseth that the said parties of the first part for and in consideration of the sum of six thousand

six hundred and eighty seven dollars and fifty cents, by the said Fraser paid to the said parties of the first part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey to said Fraser the following tract or parcel of land, situated in said County of Madison; to wit: the North half of section two & the East half of South West quarter and the West half of South East quarter of section two, & all that fractional part of the North half of East half of North West quarter, and North half of West half of North East quarter of section eleven which lies North of a Cherokee oak hedge running across said two last mentioned forty acre pieces - all of said land being in Township seven Range one East containing by estimation five hundred and thirty five acres more or less, and sold at the price of twelve dollars and a half per acre. To have and to hold said tract or parcel of land together with the buildings improvements and appurtenances thereto belonging, unto him the said Fraser his heirs and assigns forever. And the said Samuel N. Mulherin for and in consideration of the sum of two thousand and one hundred dollars, to him advanced by the said Fraser, before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath bargained and sold and by these presents doth bargain and sell to the said Fraser, fifteen bales of the crop of cotton now opening on said land, said bales to average the weight of four hundred pounds each, making the sum of six thousand pounds of lint cotton, the same to be carefully picked and ginned by said Mulherin and delivered to said Fraser in New Orleans by the 1st. <sup>day</sup> of January 1867.

And the said parties of the first part for and in consideration of the premises first herein contained do hereby covenant and agree to and with said Fraser to warrant and defend the title to said land unto him the said Fraser his heirs and assigns forever against the claim or claims of all and every person or persons whatsoever and against all liens or encumbrances of every kind. Witness our hands and seals the day and year first ~~hereto~~ written

\$7<sup>50</sup> U.S. R. Stamps  
annexed & cancelled

Samuel N. Mulherin  
Mary J. Mulherin

The State of Mississippi  
Madison County I Personally appeared before me the undersigned, a Justice of the Peace in and for said County Samuel N. Mulherin who acknowledged that he signed, sealed and delivered the foregoing deed on the day and the year therein mentioned as his act and deed. And Mary J. Mulherin wife of said Samuel N. Mulherin, also came personally before



me and on a private examination by me, separate and apart from her said husband, she the said Mary E. Musherin did acknowledge that she signed, sealed and delivered said deed on the day and year therein mentioned, freely, as her voluntary act and deed, without any fear, threats or compulsion of her said husband. In testimony whereof I have hereunto set my hand and seal this the 12<sup>th</sup> day of September 1866

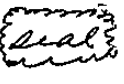
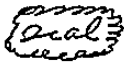
Robt. C. Andrews J.P. ~~County~~  
 & Official Notary Public of said County.

Thomas W. Mahon wife } Filed for Record Oct 21, 1866 Recorded Nov 2, 1866  
 To 3 Deed Trust  
 Thos. L. Ballou } State of Mississippi } This deed in  
 Madison County } Trust made and en-  
 lited into this 19<sup>th</sup> day of June 1866 by and between Thomas W. Mahon and Maria A. Mahon his wife of the first part, Richard Miller of the second part and Thomas L. Ballou of the third part all of the county of Madison state of Mississippi; Witnesseth that whereas the party of the third part has this day loaned to the said party of the first part the sum of fourteen hundred dollars in gold, that the said party of the first part have agreed to pay to the said party of the third part interest at the rate of ten per cent per annum; Now the said party of the first part being desirous of securing unto the said party of the third part the prompt payment of said sum of fourteen hundred dollars in gold, have this day bargained, sold, aliened and conveyed and by these presents do hereby bargain, sell, alien and convey unto the party of the second part the following lot or parcel of land lying being and situated in the said county of Madison and known and described as follows:

S. 1/2 S. E. 1/4 Section 13 Township 8 Range 1 E. all of E. 1/2 N. E. 1/4 lying north of road Section 24 Township 8 Range 1 E. all N. 1/2 N. E. 1/4 less 1 acre & the N. 1/2 Section 18 Township 8 Range 2 E. all N. W. 1/4 lying north of road Section 19 Township 8 Range 2 E. containing by estimation in all four hundred and twenty acres more or less. To have and to hold unto the said party of the second part or his successors, together with all the dwellings thereunto in anywise appertaining, But this is upon the following trust and limitations, if the sum of fourteen hundred dollars in gold be paid to the said party of the third part. together with interest as agreed upon by the parties of the first part then this obligation is to cease and

become void. But if the said term of payment shall pass and said sum of fourtens hundred dollars in gold with interest as agreed upon be unpaid then it shall be lawful for the said party of the second part or his successor, at the request of the party of the third part or his legal representative after giving thirty days notice of the time place and terms of sale in one of the newspapers published at Canton in said County of Madison to proceed to sell at public auction the above described property to the highest and best bidder for cash and shall make to the purchaser or purchasers a deed or deeds accordingly. And out of the proceeds of said sale, after paying all the charges incident to the execution of this trust, he shall pay and satisfy the indebtedness hereby intended to be secured and the balance, if any, he shall pay over to the said party of the first part. In testimony whereof, witness to our hands and seals the day and year first above written.

23 U.S. Stamps annexed & cancelled

Thomas McMahon   
 Maria M. McMahon 

The State of Mississippi Personally appeared before me William Madison County J. S. Bailey Mayor of the City of Canton and ex officio Justice of the Peace in and for said County Thomas McMahon and Maria M. McMahon his wife who acknowledge that they signed, sealed and delivered the foregoing deed on the 18<sup>th</sup> day of October 1860 as their act and deed for the purposes in said deed mentioned. And the said Maria M. McMahon wife of said Thomas McMahon on a private examination by me separate and apart from her said husband acknowledges that she signed, sealed and delivered said deed freely and voluntarily and without any fear threats or compulsion of her said husband. Given under my hand and seal this 18<sup>th</sup> day of October A.D. 1860.

Wm. S. Bailey   
 Mayor &c. &c.