

W. S. Hicks } Filed & Recorded March 28th 1868.

To } State of Mississippi }
James M. Hicks } Madison County } This deed of mortgage
made this the 1st day of February eighteen hundred &
sixty eight between William S. Hicks of the first part
& James M. Hicks of the second part:

Witnesseth; that whereas the said William S. Hicks of
The first part is indebted to James M. Hicks of The second
part in the sum of one hundred and fifty dollars (\$150)
for provisions & plantation supplies and whereas the
said William S. Hicks of The second part is willing
to give this deed of mortgage for the satisfaction of The
amount herein and above stated one hundred & fifty
dollars (\$150) on the first day of September eighteen hundred
& sixty eight. Therefore the said W. S. Hicks of The first
part bargains, alien, conveys & sells to James M. Hicks
of the second part the following described property to wit:
One two horse wagon one yoke of Oxen six Milk cows
& calves, nineteen head of hogs including sows & pigs
three head of horses as follows to wit; one bay mare
(Fannie) One clay bank mare & colt two years old and colt
and crop entire of eighteen hundred & sixty eight to wit,
Cotton Corn Peas Oats Wheat Bye Potatoes (Fresh & Sweet) and
every thing else raised on his plantation now in Madison
County Miss near Madison Station N. J. & G. N. R. R. to have
and hold the same with appurtenances to The said James
M. Hicks of the second part and his executors admision-
trators & heirs. But this conveyance is upon the condition
that if the said William S. Hicks should on or before
The first day of September eighteen hundred & Sixty
eight fixed for payment, pay and satisfy to said James
M. Hicks or his legal representative the sum of one hun-
dred & fifty dollars (\$150) The amount aforesaid with
interest then this deed to cease and be void. But if
after that day the sum of one hundred & fifty (\$150)
dollars with interest or any part thereof be unpaid
it shall be lawful for The said James M. Hicks
or his legal representatives after giving three days notice
in person to proceed to sell to the highest bidder
for cash the property mortgaged, and out of The pro-
duct after defraying the expenses of sale of same
may retain the mortgage money due and if there
be an overplus he is to pay it to said W. S. Hicks or
his legal representatives and if such sale be had
The said James M. Hicks or his legal representative
is to make to the vendee & vendees a deed of deeds of
conveyance transmitting the purchase, quit of all rights
title or interest of The parties and their heirs & of all
claiming or to claim under them or either of them
and thereupon all the rights of The said William S.

State of Mississippi
Madison County
Jan 25th
J. M. Hicks

Hopes or his heirs & legal representatives to redeem shall be as effectually barred & foreclosed as if upon a decree in equity

W. S. Hicks
James M. Hicks

50¢ U. S. Revenue Stamp
annexed & cancelled

State of Mississippi }
Madison County } I Personally appeared before me
E. D. Ward Clerk of the Probate Court of said County
W. S. Hicks who acknowledged that he signed sealed
and delivered the foregoing deed of Mortgage on the day
and year therein mentioned & for the purposes
set forth therein as his act & deed
Given under my hand & the seal of
said Court this 23rd day of March A. D. 1868
E. D. Ward Clerk

James Bunch & wife } Filed & Recorded March 23rd 1868
Do } Deed made in State of Mississippi }
Adam Smith } Madison County } This indenture entered
into & executed this 24th day of February 1868
by and between James Bunch and his wife Rebecca Bunch of
Madison County his wife the first part Adam Smith of
the second part and William Smith of the third part Witnesseth
that the parties of the first part are indebted to the party of the
second part in the sum of two hundred & forty three
dollars as evidenced by their note of hand of even date
with this deed due the 15th day of October 1868 payable to
the party of the second part or order & bearing interest
at the rate of 8 per cent per annum from date until
paid and whereas the parties of the first part are anxious
to secure the prompt & punctual payment of said note
Now in consideration of the promises & the further sum of
ten dollars to them in hand paid the receipt whereof is
hereby acknowledged we hereby bargain sell and convey unto
the party of the third part all our right title & interest in
and to the following personal property viz Two horse
colored horse mules about ten years old and all the
crop of corn & cotton to be planted during this season on
the place where the said James Bunch lives and half
of the cotton planted on the place where Thomas Bunch
lives when the same shall be gathered to have & to hold
said bargained personal property unto the party of the
third part his heirs executors administrators and assigns
And we hereby warrant & will ever defend the title &
to said bargained property unto the party of the third part
his heirs executors administrators and assigns against
the claim of ourselves & the claims of all other persons
whatsoever But this deed is nevertheless upon the following

trusts and conditions, that is to say if the parties of the first part or either of them shall well & truly pay off said note at its maturity together with all interests which may accrue thereon according to the tenor of said note, then this deed to be void & of no effect. But should the said parties or either of them fail or refuse to pay off and satisfy said note at or before its maturity then it shall be the duty of the party of the third part at the request of the party of the second part to seize & take possession of the said personal property and after giving five days notice by posting advertisements of the time place & terms of sale at Camden and Sulphur Springs to proceed to sell at the latter place for cash to the highest bidder the property heretofore mentioned in this deed and the proceeds of such sale to apply as follows: 1st the said note principal and interest thereon due to the date of sale shall be payed off & discharged if enough money is realized to do so from said sale and 2nd the balance of the proceeds if any, shall be paid to the parties of the first part after deducting ten dollars for executing this trust. It is also understood & agreed that in the event of the death or refusal of the party of the third part to act in the premises that it shall be lawful for the Probate Judge of the County of Madison to appoint another trustee who shall be empowered to exercise all the powers and duties conferred in this deed to said party of the third part. In testimony whereof witness our hand & seal the day and year first above written.

50^{cts} U.S. Revenue Stamp
annexed & cancelled

James Bunch ^{his} Seal
Rebecca Bunch ^{mark} Seal
Adam Smith Seal

State of Mississippi)
Madison County) Personally appeared before me
J. B. Brooke a Justice of the peace of said County James
Bunch and his wife Rebecca Bunch who acknowledged
that they signed sealed & delivered the foregoing deed on
the day & the year therein named for the purposes & objects
therein specified as their act & deed. And the said Rebecca
Bunch wife of the said James Bunch being examined by me
privately separate and apart from her said husband
acknowledged that she signed sealed & delivered said
deed freely & voluntarily without any fear threats or
compulsion of her said husband as her act & deed. And at the
same time came before me Adam Smith who also acknowledged
that he signed & sealed said deed on the day & year therein specified.

Given under my hand & seal This 21st day

of March A.D. 1868

J. R. Brooke

Shewy accept the within Trust this 21st day of March 1868

William Smith ^{his} _{mark}

James Bunch et ux } Filed for Record March 23rd 1868
 et al } Recorded March 24th 1868
 To } Deed in trust } State of Mississippi }
 Adam Smith } Madison County } This indenture enter-
 ed into & executed this the 24 day of February 1868 by &
 between James Bunch and his wife Rebecca Bunch, Thomas
 Bunch his wife Martha Bunch of the first-part Adam
 Smith of the second part and Bennett C. Caution of
 the third part. Witnesseth: That the parties of the first-part
 are indebted to the party of the second part in the sum
 of one hundred & ninety three dollars as evidenced by their
 note of hand of even date with this deed, due the first-
 day of September 1868 payable to the party of the second
 part or order and whereas the parties of the first-part are
 anxious to secure the prompt and punctual payment
 of said note now in consideration of the premises and
 the further sum of ten dollars to them in hand paid
 the receipt whereof is hereby acknowledged: we hereby barg-
 ain and sell and convey unto the party of the Third part
 all our right- title & interest of all the crop both corn & cotton
 planted where James Bunch and the place where Thomas
 Bunch lives to be planted during this season when the
 same shall be gathered to hand & to hold said bargained
 crop unto the party of the Third part his heirs executors adm-
 inistrators and assigns And we hereby warrant and
 will defend the said bargained crop unto the party of the
 Third part his heirs, executors, administrators and assigns against
 the claim of ourselves and the claim of all other persons what-
 soever.

But this deed is nevertheless upon the following trust-
 and conditions, that is to say if the parties of the first
 part or either of them shall well & truly pay off said
 note at its maturity according to tenor of said note, then
 this deed to be void and of no effect. But should the said
 parties or either of them fail or refuse to pay off & satisfy
 said note at or before its maturity then it shall be
 the duty of the party of the third part at the request
 of the party of the second part to seize & take possession
 of said crop & after giving five days notice by posting
 advertisements of the time place & terms of sale at
 Camden and Sulphur Springs to proceed to sell at the

latter place for cash to the highest bidder. The crop heretofore mentioned in this deed and the proceeds of such sale to apply as follows. 1st The said note shall be payed off and discharged if enough money is realized to do so from such sale and 2nd the balance of the proceeds if any shall be payed to the parties of the first after deducting ten dollars for executing this trust; It is also understood and agreed that in the event of the death or refusal of the party of the third part to act in the premises that it shall be lawful for the Probate Judge of said County to appoint another trustee who shall be empowered to exercise all the powers and duties confided in this deed to said party of the third part. In testimony whereof witness our hands & seals the day & year first above written.

James Bunch ^{his} ~~mark~~ L.S.

50 Cts U.S. Revenue Stamp
annexed & cancelled

Rebecca Bunch ^{her} ~~mark~~ L.S.

J. L. Bunch L.S.

W. M. Bunch L.S.

Adam Smith L.S.

State of Mississippi
Madison County. I personally appeared before me J. R. Brooke a Justice of the Peace of said County James Bunch & his wife Rebecca Bunch and Thomas Bunch his wife Martha Bunch who acknowledged that they signed sealed & delivered the foregoing deed on the day & year therein named for the purposes & objects therein specified as their act & deed & the said Rebecca Bunch wife of said James Bunch & Martha Bunch wife of the said Thomas Bunch being examined by me privately separate & apart from their husbands acknowledged that they signed sealed & delivered said deed freely & voluntarily without fear threats or compulsion of their said husbands as their act & deed. And at the same time came before me Adam Smith who also acknowledged that he signed & sealed said deed on the day & year therein specified.

Given under my hand & seal this 24th
February 1868

J. R. Brooke J.P. L.S.

Thereby accept the within trust
this 24th day of February 1868

B. C. ~~Caughen~~ Caughen L.S.

Edward Lloyd, Sealed for Record & Recorded March 24th 1868.
 by E. Hargrove Agent } State of Mississippi
 To & Deed } Madison County
 E. A. Stebbins }

This Indenture made and entered into this twenty-fourth (24th) day of March A. D. One thousand eight hundred and sixty eight (1868) between Edward Lloyd of Talbot County and State of Maryland the party of the first part by and through his agent and attorney Edward Hargrove of Madison County and State of Mississippi and E. A. Stebbins of Madison County and State of Mississippi the party of the second part, Witnesseth: That the said party of the first part by and through his said attorney for and in consideration of the sum of five hundred dollar to his said attorney in hand paid the receipt whereof is hereby acknowledged hath bargained sold aliened and conveyed and by these presents doth bargain sell alien and convey unto the said party of the second part his heirs and assigns forever all that certain tract and parcel of land more particularly known and described as the N^W 1/4 of Section 4 and the E 1/2 of the N^W 1/4 of Section 5 all in Township eleven and Range four East lying being and situated in Madison County and State of Mississippi containing by estimation Two hundred and forty acres more or less to have and to hold together with all and singular the appurtenances and hereditaments therunto belonging or in anywise appertaining therunto in fee forever. And the said party of the first part doth by these presents by and through his said attorney covenant and agree for himself his heirs, executors, and administrators to warrant and defend forever to the said E. A. Stebbins his heirs, executors, and assigns the right and title to said described lands free from the claim or claims of any and all persons claiming or to claim the whole or any part of the same. In witness whereof the said party of the first part by and through his said agent and attorney hath hereunto affixed his hand and Seal on the day and date first above mentioned.

Edward Lloyd (Seal)
 E. L. Hargrove Agt (Seal)

50^{cts} United States Revenue Stamp
 annexed & cancelled

In the State of Mississippi
 Madison County Personally appeared before me E. D. Ward Clerk of the Probate Court of said County E. L. Hargrove Agent and Attorney for Edward Lloyd of Talbot County Maryland who acknowledged that he signed sealed and delivered the foregoing on the day and year therein mentioned as his act and deed as such Agent and Attorney

(Signature)

Given under my hand and the Seal of said Court this 24th day of March A. D. 1868

E. D. Ward Clerk

C. A. Stebbins } Filed & Recorded March 25th 1868
 Do's Mortgage } State of Mississippi }
 Simon Stebbins } Madison County } This Indenture made
 & entered into this 25th day of March A.D. one thousand eight
 hundred & sixty eight (1868) between C. A. Stebbins of the
 State & County above mentioned party of the first part
 & Simon Stebbins of the County of Hampshire & State
 of Massachusetts The party of the second part Witnesseth that
 whereas the said party of the first part on or about the
 20 day of February A.D. one thousand eight hundred &
 sixty eight did make and execute a certain promisory
 note for a valuable consideration payable three years
 from date to said party of second part or his order and
 bearing ten per cent interest per annum and whereas the
 said party of the first part is desirous of securing the
 full payment of said note both principal & interest
 therefore in consideration of the premises The party of
 the first part hath bargained sold aliened & conveyed
 & by these presents doth bargain sell alien & convey unto
 the party of the second part all the certain tract or piece
 of land known & described as the N. W. 1/4 of section 4 &
 the E. 1/2 of the N. E. 1/4 of section 5 all in Township Eleven
 Range 4 East lying being and situated in Madison
 County & State of Mississippi containing by estimation
 two hundred & forty acres more or less together with
 all & singular the appurtenances & hereditaments thereunto
 belonging or in any wise pertaining thereto

And the said party of the first doth by these pres-
 ents covenant & agree for himself his heirs & executors
 to warrant & defend to the party of the second part his
 heirs & assigns the right & title to said described land
 free from the claim or claims of any person or persons
 claiming or to claim the whole or any part of the same

This deed is nevertheless made subject to the follow-
 ing conditions & reservations to wit: If the said party of the first
 part shall will & truly pay & discharge the aforementioned
 note both principal & interest according to the tenor thereof then
 this deed shall be null & void and of no effect otherwise
 to remain in full force & effect.

In testimony whereof the said party of the first
 part has hereunto affixed his hand & seal on the day
 and date first above mentioned,

C. A. Stebbins (Seal)

50th U.S. Revenue Stamp }
 annexed & cancelled }

State of Mississippi } Personally appeared before me
 Madison County } C. D. Ward Clerk of the Probate Court

of said County E. H. Stebbins The maker of the foregoing deed of Mortgage who acknowledged that he signed sealed & delivered the same as his voluntary act & deed given under my hand & The seal of said Court this 25th day of March A.D. 1868

E. J. Ward Clerk

William E. Yellowly } Filed for Record March 23rd 1868 and
J. J. Mortgage } Received March 26th 1868


Jno. M. Pettick } State of Mississippi
Madison County } To all whom these presents shall come. Know ye that William E. Yellowly of the County of Madison and state of Mississippi of the first part for securing the payment of money loaned by Jno. M. Pettick and in consideration of the sum of one dollar to me duly paid by John M. Pettick of the county & state aforesaid of the second part at or before the sealing & delivery of these presents the receipt whereof is hereby acknowledged have bargained & sold and by these presents do grant bargain & sell unto the said party of the second part all my growing crop of the present year one thousand eight hundred & sixty eight 2 mules named Reub & Sam one horse named Billy one Carriage one Rostraway four head of Cattle twenty head of sheep 1 Set of Blacksmith tools and one wagon to have & to hold all & singular the goods & Chattels above bargained & sold or intended so to be unto the said party of the second part his executors administrators and assigns forever

And I the said party of the first part for myself my heirs executors and administrators all & singular the said goods & Chattels above bargained & sold unto the said party of the second part his heirs executors administrators and assigns against me the said party of the first part and against all & every person or persons whomsoever shall and will warrant & forever defend upon condition that if I the said party of the first part shall & do well and truly pay unto the said party of the second part his executors administrators or assigns the sum of of Four Hundred and Sixty five Dollars & Thirty Seven Cents on the first day of January 1869 then these presents shall be void

And I the said party of the first part for myself my executors administrators & assigns do covenant & agree to & with the said party of the second part his executors administrators & assigns that in case default shall be made in payment of the said sum above mentioned then it shall & may be lawful for and I the said party of the first part do hereby authorize & empower the said

party of the second part his executors administrators and assigns ~~that no one~~ with the aid and assistance of any person or persons to enter my dwelling house store and other premises & such other place or places as the said goods or chattels are or may be & take and carry away the said goods & chattels & to sell & dispose of the same for the best price he can obtain; and out of the money arising therefrom to retain and pay the said sum above mentioned and all charges touching the same rendering the surplus (if any) unto me or to my executors administrators or assigns. And until default be made in the payment of the said sum of money I am to remain & continue in the quiet & peaceful possession of the said goods and chattels and ^{the} full & free enjoyment of the same.

In witness whereof I the said party of the first part have hereunto set my hand & seal the fifth day of February One Thousand eight Hundred & sixty eight.

Wm E Yellowby 

50¢ U.S. Revenue Stamp
annexed & cancelled

State of Mississippi
Madison County I Personally appeared before me
E. D. Ward Clerk of the Probate Court of said county
Wm E Yellowby who acknowledged that he signed sealed
& delivered the foregoing deed of Mortgage on the day
& year therein mentioned & for the purposes therein expres-
ed as his act & deed.

Given under my hand & seal of
said Court this 23 day of March
A.D. 1868

E. D. Ward Clerk

Wm P. Anderson } Filed for Record March 25th 1868 and
D. B. Dea Court } Recorded March 26th 1868
M. B. McWhicker } State of Mississippi
Madison County } This indenture made
& entered into this 25th day of March A.D. 1868 by & between
William P. Anderson of the first part M. B. McWhicker of
the second part & James McFarland & Mrs B. Stinson
Parties in trade under the name & style of McFarland &
Stinson of the third part all of the county of Madison
& State of Mississippi Witnesseth.


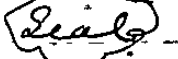
That the said party of the first part for & in con-
sideration of the sum of ten dollars to him in hand
paid by the said party of the second part the receipt
whereof is hereby acknowledged & for the further purpose

execution of two promissory notes executed & delivered by
 the said party of the first part to the said McFurlanor & Stru-
 son parties of the third part - one of which notes is dated
 on the 1st day of March 1868 and due & payable to the
 order of the said parties of the third part one day after the date
 thereof for the sum of two thousand three hundred &
 forty four & ³⁵/₁₀₀ Dollars and the other note executed & deliv-
 ered by said party of the first part - to the said parties of the
 third - dated the 25th day of March 1868 and due & payable to their
 order on the first day of January 1869 for the sum of two thou-
 sand Dollars - which said last mentioned note was executed
 for advances made & hereafter to be made by the said par-
 ties of the third part - to said party of the first part for
 the purpose of cultivating & carrying on his plantation in
 the County of Madison & State aforesaid. Now in consid-
 eration of the premises & for the purpose of securing the prompt
 payment of the above described notes on the 1st day of
 January 1869. The said party of the first part has this day
 bargained sold & conveyed and by these presents does grant bargain
 alien sell & convey unto the said party of the second part
 the following described real estate situated in the County
 & State aforesaid described as follows viz the N^W/₄ N^W/₄ & S^W/₄
 Sec 14 all of N^W/₄ Sec 9 lying north of Doaks Creek the E¹/₂
 of N^E/₄ the W¹/₂ of E¹/₂ of S^E/₄ W¹/₂ of N^W/₄ and all of S^W/₄
 lying north of Doaks Creek up 50 acres off the NE end of said
 quarter in Section 5 - and the E¹/₂ N^E/₄ and S^E/₄ and E¹/₂
 S^W/₄ Section 6 all in Township 10 Range 3 East also the
 S¹/₂ of S^E/₄ of S^E/₄ of Sec 32 and W¹/₂ of S^E/₄ and three
 acres off S^W corner of S^W/₄ Sec 33 Township 11 Range 3 East
 to have & to hold the above described real estate together with
 the improvements thereon to the said party of the second
 part - his heirs and assigns forever - & covenants to and
 with the said party of the second part to forever warrant
 & defend to him his heirs & assigns the title in fee simple
 thereto and also bargains sells & conveys the following personal
 property - one Bay mare mule, two Brown mare mules, one
 dark Bay horse mule, one light bay horse mule, one Brown
 horse mule also all the farming implements now
 on the plantation above conveyed - and further sells &
 conveys all the Cotton Corn & fodder to be raised by him
 on the plantation above conveyed during the year A.D 1868,
 to have & to hold the personal property above conveyed and the
 crop to be raised to the said to the said party of the second
 part and his heirs & assigns forever.

In Trust nevertheless and upon the following conditions to wit
 If on or before the first day of January 1869 the said party of the
 first part shall pay or cause to be paid to the said parties of
 the third part - or their assigns the sums of money in the notes
 before mentioned - dated the first & 25th March 1868 with

interest thereon then this deed to be null & void. But if on the first day of January 1869. The said party of the first part shall fail or make default in the payment of said sums of money in said notes specified. The said party of the second part - at the request of the parties of the third part or the holders of said notes - shall at once enter into & take possession of the above conveyed property & after giving notice thereof in one of the Public Newspapers printed in the city of Canton and County and State aforesaid for the period of thirty days - shall proceed to sell the same at public Vendue before the Court House door in said County within the hours prescribed by law for shuff's sale all the above described real & personal property for cash - shall first pay the costs of the execution of this trust deed; and next shall proceed to pay the amount of the notes in this deed described with all the interest accrued thereon and the balance (if any) shall be paid over to the said party of the first part his heirs executors or administrators. And it is further covenanted and agreed that in the event of the death absence or refusal to act of the party of the second part the Probate Judge of the county of Madison is hereby authorized & empowered to appoint a receiver who is entrusted with the same duties & powers of the party of the second part - and who shall be appointed in the manner aforesaid upon the application of the party of the third part or the holders of said notes.

Given under our hands & seals This the
25 day of March A.D. 1868

W.P. Anderson 
M.B. McMicken 

44⁵⁰ U.S. Revenue Stamp
annexed & cancelled.

State of Mississippi }
Madison County } Personally appeared before me
& State W.P. Anderson grantor in the above foregoing
deed and M.B. McMicken grantee who acknowledged that
They signed sealed & delivered the same on the day & year
therein mentioned & for ^{the} purposes therein stated as their
act & deed

Given under my hand & the seal of said
Court This 25th day of March A.D. 1868

E.D. Ward Clerk

Williams Lambert - of Filed for Record & Recorded March 28th 1868
 To J. Deed Book of State of Mississippi }
 H. Bartels of Madison County } This indenture made
 & entered into this the 28th day of March A.D. 1868 by & between
 Williams Lambert of the first part H. Bartels of the second
 part & James McFarland and W.B. Stinson Partners in trade
 under the name & style of McFarland & Stinson of the third
 part all of the County of Madison and State of Mississippi
 Witnesseth

That the said party of the first part for & in consideration
 of the sum of Ten Dollars to him in hand paid by the said
 party of the second part the receipt whereof is hereby acknowledged
 and for the further consideration of one promissory note
 executed & delivered by said party of the first part to the
 said parties of the third part dated the 28th day of March
 A.D. 1868 and due & payable to their order on the first
 day of January A.D. 1869 for the sum of three thousand
 Dollars which said note was executed for advances made
 & to be made by the said parties of the third part to
 said party of the first part for the purpose of cultivating
 and carrying on his plantation in the County of Madison
 and State aforesaid. Now in consideration of the premises
 and for the purpose of securing the prompt payment
 of the above described note on the first day of
 January A.D. 1869 the said party of the first part
 has this day bargained sold & conveyed and by these
 presents does grant, bargain, alien, sell, & convey unto the
 said party of the second the following described real
 Estate situated in the County and State aforesaid described
 as follows to Viz. The W¹/₂ of Sec 32 and W¹/₂ of S¹/₂ of S E¹/₄
 Sec 32. N E¹/₄ E¹/₂ of N W¹/₄. E¹/₂ of S E¹/₄ Section 31. E¹/₂ of S E¹/₄
 Sec 30. W¹/₂ of S W¹/₄ E¹/₂ of N W¹/₄ Sect 29 and S¹/₂ of W¹/₂
 of N W¹/₄ Sect 29 all T 11 R 8 East to have & to hold the above
 described real estate together with the improvements
 thereon to said party of the second part his heirs & assigns
 forever - and covenants to & with the party of the second
 part to forever warrant & defend to him his heirs & assigns
 the title in fee simple thereto & also bargains sells
 & conveys the following personal property to wit: one black
 horse mule Jack. One Gray Mare mule - July - One sorrel
 Mare mule - Jimmie - One Mouse colored mare mule - Polly -
 One Brown horse mule - Bill. One Brown horse mule - Fox -
 One light bay horse mule - Wiley. One sorrel horse mule - Pete -
 One sorrel horse mule - John. One sorrel horse mule - Mike -
 One sorrel Mare mule - Dally. One Snow Gray Mare White - Mary -
 One Red Oxen - Rowdy. One Oxen white with red head - Prince -
 One Oxen red & white - Bary. One Oxen red & white - Ball. One
 Black Bull - Henry. One red sided Ox - Pr Wade. One four (4)
 horse iron axle tree Wagon - One Ox Wagon wooden axle tree

Delivered in full this day 25th day of January A.D. 1868
 McFarland & Stinson

Also all the farming implements now on the plantation above conveyed and further will & conveys all the cotton corn & fodder to be raised by said party of the first part on the on the plantation above conveyed during the year 1868. To have & to hold the personal property above conveyed & the crop to be raised to the said party of the second part and his heirs & assigns forever.

In trust nevertheless and upon the following conditions to wit. If on or before the first day of January 1869 the said party of the first part shall pay or cause to be paid to the said parties of the third part or their assigns the sum of money on the note before mentioned dated the 28th day of March A.D. 1868 with the interest thereon then this deed to be null & void. But if on the first day of January A.D. 1869 the said party of the first part shall fail or make default in the payment of said sum of money in said note specified the said party of the second part at the request of the parties of the third part or the holder of the said note shall at once enter into & take possession of the above conveyed property and after giving notice thereof in one of the public News Papers printed in the city of Canton and County & State aforesaid for the period of thirty days shall proceed to sell the same at public vendue before the Court House door in said County within the hours prescribed by law for Sheriff's sale all the above described real & personal property for cash and from the proceeds of sale shall first pay the cost of execution of this trust deed, and next shall proceed to pay the amount of the note in the deed described with all the interest accrued thereon and the balance if any shall be paid over to the party of the first part his heirs executors or administrators.

And it is further covenanted and agreed that in the event of the death absence or refusal to act of the party of the second part the Probate Judge of the County of Madison is hereby authorized and empowered to appoint a successor who is entrusted with the same duties and powers of the party of the second part and who shall be appointed in the manner aforesaid upon the application of the party of the third part or the holder of said note
GIVEN under our hands & seals this the 28 day of March A.D. 1868.

\$3.00 U.S. Revenue Stamp
annexed & cancelled

W Lambert
H Bartels

State of Mississippi
Madison County

Personally appeared before me M M Cooper Judge of the Probate Court of said County & State William Lambert Grantor in the above and foregoing deed & H Bartels grantee who acknowledged that they signed sealed & deliv-

read the same on the day & year therein mentioned and for the purpose therein stated as their act & deed

Witness my hand this 28th day of March A.D. 1868
M. W. Cooper

Guston Kearney of Filed & Recorded March 30th 1868
Do 3 Deed of State of Mississippi
Littlesberry Neal of Madison County of This indenture made
& entered into this 16th day of December in the year of our Lord
one thousand eight hundred & sixty seven between Guston Kearney
of the first part & Littlesberry Neal of the second part both of
the County of Madison & State of Mississippi Witnesseth that the
said party of the first part for & in consideration of the
sum of seven thousand five hundred & fifty five dollars to him
in hand paid by the said party of the second part at or before
the enrolling & delivery of these presents the receipt
whereof is hereby acknowledged hath given, granted, bargained,
sold & conveyed and by these presents doth give grant bargain
sell & convey unto the said party of the second part his
heirs and assigns all those certain tracts & parcels of land
situate & lying in the County of Madison & State of Mississippi
known and described according to the United States surveys
thereof as follows, to wit: The South half of section three
The East half of the North West quarter of section three The
East half of the ^{South East} North West quarter of section four The north
half of section ten The South West quarter of section ten
The West half of the South East quarter of section ten The
The West half of the South West quarter of section eleven
The East half of the North East quarter of section nine and
all that part of of the East half of the South East Quarter
of section nine lying east of the public road leading from
the town of Vernon to the town of Clinton also about eight
acres of land it being all that part of the West half of the ^{South} ~~South~~
East quarter of said section four which lies east of said public
road leading from said town of Vernon to said town of
Clinton also fifteen acres of land lying in the West half of
the North East quarter of said section three it being a triangle
bounded on the West by the Western boundary line of said
last named eighth on the East by lands of John T. Kearney
& on the South by the Southern boundary line of said
all of which said several tracts & parcels of land are situate
in Township eight & range one West of the basis meridian
containing in all Twelve hundred & sixty three acres
more or less - said above described lands constituting the place
heretofore occupied by said party of the first part as his
home plantation known as Prairie Farm and following
tracts & parcels of land situate & lying in the County of
Hinds & State of Mississippi known & described accor-

ding to the United States surveys thereof as follows to wit: The North west quarter of section two and the west half of the North east quarter of section two all in Township seven & Range one west of the basis meridian containing two hundred & forty acres more or less & situated on the waters on line Little Creek together with all & singular the hereditaments privileges & appurtenances thereunto belonging or in anywise appertaining. To have & to hold the said several tracts & parcels of land herein above granted with all the privileges & appurtenances unto the said party of the second part his heirs & assigns in fee simple forever and the said party of the first part the said aforegranted lands & premises unto the said party of the second part his heirs & assigns shall & will forever warrant & defend against the lawful claims and demands of all persons claiming or to claim the same or any part thereof.

In witness whereof the said party of the first part hath hereunto subscribed his name & affixed his seal the day & year first herein written
 Huston Kearney (Seal)

The word "east" erased & the word "west" interlined in sixteenth line of first page before signing

Attest Geo L Potter
 \$8.00 U.S. Revenue Stamps
 annexed & cancelled

State of Mississippi
 Madison County This day before me John H. Kearney an acting Justice of the Peace in & for said County personally appeared Huston Kearney the grantor in the foregoing deed of conveyance to Littleberry Neal and acknowledged that he signed sealed & delivered said deed as his voluntary act & deed on the day of the date thereof & for the purposes therein mentioned given under my hand this sixteenth day of December A.D. 1867
 J. H. Kearney J.P. (Seal)

Samuel Ewing. I filed & Recorded March 30th 1868
 To 3 Deed Trust of State of Mississippi
 A.P. Hill of Madison County. This Indenture made
 & entered into this 12th day of March A.D. 1868 between Samuel
 Ewing of the County of Madison & State of Mississippi
 party of the first part and A.P. Hill of the same County & State
 party of the second part and John Handy of the third part
 also of the same State & County. Witnesseth That whereas the said
 party of the second part is security for the party of the first part
 on a promissory note executed on this 12th day of March 1868 or thereunto
 payable to N. C. Donck 1st June A.D. 1868 for one Hundred Dollars
 executed by the party of the first part & Nelson Hoover with the
 party of the second party as security and whereas the said
 party of the second party was the security of the party of the first
 part on certain promissory note sued on in the Circuit Court
 of Madison County Mississippi and judgement rendered against
 the party of the first and second part in said Court on second
 day of April A.D. 1866 for two hundred & Seventy Dollars & costs
 which judgement being far too small an amount was afterwards
 corrected for a larger sum. And whereas the party of the second
 part is but a security on said debts & on said judgement in favor
 of Samuel C. Cochran and whereas the party of the first part is
 desirous of protecting his said security on said note & on said
 judgement and, in fact promised so to secure him at the time
 of his so becoming security. Therefore in consideration of
 the premises & the further consideration of Ten Dollars in hand
 paid by the party of the third part the receipt of which is
 hereby acknowledged the party of the first part has granted
 bargained & sold and by these presents doth grant bargain
 sell & convey to the party of the third part the following lands
 lying in the County of Madison & State of Mississippi
 & near the City of Canton known as lot no five according to a
 plat made by Rellis Walton & recorded in Clerk's office of
 the Probate Court of said County containing five acres 627 ^{sq} ~~sq~~
 square yards more or less the same being the lot deeded to the
 party of the first part by Didrick Sommer. To have & to hold
 the above land with the appurtenances to the party of the
 third part his heirs & assigns forever.

In Trust nevertheless and on this confidence & conditions
 that the above conveyance is but intended to secure the ~~the~~
 said debt and if the said note is not promptly paid at
 its maturity and the said Hill should be sued on said note
 then the party of the third part is authorized on the request
 of said Hill his heirs executors & administrators to advertise
 said premises & sell so much thereof as shall be necessary
 to pay said indebtedness or giving ^{notice} thirty days by posting notice
 of the time place & terms of sale & the place of sale shall be
 the Court House in Canton & the terms shall be Cash
 and in like manner whenever the said Samuel C. Cochran

shall ifue or cause to be issued execution on said judgement then it shall be the duty of said party of the Third part at the request of Hill his heirs executors or Administrators to advertise & sell the premises giving the above described notice of time place & terms of sale. To sell the same to the highest bidder for cash at the Court House in Canton the above described premises or so much as shall be necessary to pay the debt or judgement and to satisfy the expense incident to the execution of this trust & to convey to the purchaser or purchasers a good & sufficient title to the same. And in event of the death removal or refusal of the party of the Third part to act it shall be competent for any Judge of any Court of Records held in Madison County to nominate & appoint a trustee who shall have all the powers & charged with all the duties vested by this instrument in the party of the Third part. The posting of notices heretofore provided for shall be by pasting the notices in three public places to avoid all misconception on the payment of the note & judgement the estate herein conveyed shall cease & determine

Given under my hands & seals this 12th day of March
A.D. 1868

Samuel Ewing

50^c U.S. Revenue Stamp

Annexed & Cancelled

State of Mississippi

Madison County I personally appeared before me E. D. Ward Clerk of the Probate Court of said County Samuel Ewing who acknowledged that he signed sealed & delivered the foregoing deed of trust on the day and year therein mentioned as his act & deed for the purposes therein expressed

Given under my hand & the seal of said Court this 12th day of March A.D. 1868

E. D. Ward Clerk

Robert Smith } Filed & Recorded March 30th 1868
 To } State of Mississippi }
 Anna Sutherland } Madison County } This deed of conveyance
 made the sixth day of February one thousand eight hundred
 & sixty eight between Robert Smith of the one part and
 Anna Sutherland of the other part both of The County of Madison
 State of Mississippi Witnesseth that The said Robert Smith
 for & in consideration of the sum of two hundred dollars
 to him in hand paid by said Anna Sutherland at & bef-
 ore the sealing of and delivering of these presents the receipt
 whereof is hereby acknowledged has bargained & sold & does
 hereby grant sell & convey to said Anna Sutherland a
 certain piece of land situated in the County of Madison State
 of Mississippi namely The South East quarter of the North
 East quarter of section nineteen Township Eleven Range
 five East containing forty acres more or less To have & to
 hold the said land with the appurtenances therunto belonging
 or in anywise appertaining to said Anna Sutherland and
 her heirs and the said Robert Smith does Covenant with said
 Anna Sutherland That he will warrant and forever defend
 the same to her and her heirs or the alives under her
 free from & against the right title or claim of himself his
 heirs and of any and all persons whatsoever & The said Robert
 Smith doth hereunto set his hand and affix his seal on
 the day & year first aforesaid

Robert Smith (S.S.)

50^c U.S. Revenue Stamps
 Annexed & Cancelled

State of Mississippi }
 Madison County } Dr. Robert Smith personally came
 before me William Davis Jr a Justice of the Peace of the
 said County of Madison and acknowledged that he signed
 sealed & delivered the annexed deed made by him to
 Annie Sutherland for the consideration & purposes therein
 specified as his own proper act & deed
 Given under my hand & seal The sixth day of
 February one thousand eight hundred & sixty
 eight

Wm Davis J.P. (Seal)

C. M. Atkinson & wife } Filed for Record March 24th 1868
 To 3 Deed Trust } Recorded " 30 "
 W. S. Taylor } State of Mississippi }
 Madison County }

This indenture made this 12th day of March A.D. 1868 between Victoria C. Atkinson & Charles Atkinson her husband of the first part & W. S. Taylor of the second part Witnesseth that for & in consideration of the hereinafter recited premises the said Victoria by these presents doth bargain sell & convey to said Taylor the following tract or parcel of land lying being in Madison County Mississippi to wit: W^{1/2} of N^{1/4} and W^{1/2} of E^{1/4} of N^{1/4} and the E^{1/2} of W^{1/2} of section 28 Township 9 Range 2 East To have & to hold said tract or parcel of land unto him the said W. S. Taylor his heirs & assigns forever. Nevertheless this conveyance is made upon the following considerations & the conditions following to wit: Whereas said Victoria C. Atkinson was indebted to W. S. Fellows Jr of the City of New Orleans La. on the sum of eight hundred & twenty dollars & seventy two cents for supplies furnished by said Fellows to said Victoria & to Samuel G. Johnstone to carry on a plantation in the year 1867 which plantation was the separate property & estate of said Victoria & conducted & carried on by her & said Johnstone during said year in partnership as to the issue & profits and expenses of supplying the same and whereas said Victoria & said Johnstone have not been able to pay to said Fellows said sum of money; and whereas said Taylor has assumed to pay said Fellows said sum of money & said Fellows has agreed to look to said Taylor alone for the payment of said sum of money; and whereas said Victoria C. Atkinson & said Samuel G. Johnstone have executed to said Taylor their two notes with C. M. Atkinson as security, each for the sum of four hundred & ten dollars & thirty six cents bearing date of January 18th 1868, one of which notes is payable on the 18th day of January 1869 & the other on the 18th day of January 1870 with interest at eight per cent. per annum on each of said notes from their respective dates until paid, which notes are made in consideration of the assumption of said debt by said Taylor to said Fellows; and whereas said Victoria C. Atkinson is desirous of securing to said Taylor the payment of said notes - Now therefore if said Victoria C. Atkinson & said Samuel G. Johnstone shall well & truly pay to said Taylor the several notes aforesaid then this conveyance is to be void otherwise of full force and effect in law.

I, W. S. Taylor, do hereby certify that the above is a true and correct copy of the original as the same appears from the records of the Madison County Court.

Witness our hands & seals the day & year first herein written

V. C. Atkinson
 C. M. Atkinson

U.S. Revenue Stamp
 annexed & cancelled

State of Mississippi }
 Madison County } Personally appeared before me G. W. Grafton
 a Justice of the Peace in & for said County - Victoria C. Atkinson
 & Charles M. Atkinson & acknowledged that they signed sealed
 & delivered the foregoing as their act & deed on the day & year
 therein mentioned. And said Victoria on a private examination
 by me made separate & apart from her said husband did acknow-
 ledge that she signed sealed & delivered the same freely as her
 Voluntary act & deed without any fear or threats or compulsion
 of her said husband

Given under my hand & seal This 12th day of
 March 1868 -
 G. W. Grafton J.P. (Seal)

David & Giggitts } Filed & recorded March 31st 1868
 To & Held in trust } State of Mississippi }
 H. S. Foste Jr } Madison County } I know all men
 by these presents that this indenture made & entered into
 this the 30th day of March 1868 by & between David
 & Giggitts of the County of Madison & State of Mississippi
 of the first part & John D. Britton & Robert L. Moore doing
 business in the City of New Orleans & State of Louisiana
 under the firm name & style of Britton & Moore of the second
 part & Henry S. Foste Jr of the County of Madison & State
 of Mississippi of the third part. Witnesseth that for
 & in consideration of the sum of ten dollars in hand paid
 to the party of the first part by the party of the third part,
 the party of the first part doth hereby bargain & sell severally &
 convey unto the party of the third part all of his rights title &
 interest in & to the following described land real estate &
 Tenements appurtenances and hereditaments thereunto belonging
 lying & being in the County of Madison & State of Mississippi
 and more fully described as follows, to wit: The N^W 1/4 E 1/2 of
 the S E 1/4 & the W 1/2 of the S E 1/4 & the S W 1/4 of Section 26. The E 1/2
 of the N E 1/4 and the S E 1/4 of 24 and the S 1/2 of the S W 1/4
 of Section 27 and The West 1/2 of the S E 1/4 and The E 1/2 of
 S W 1/4 Section 10 and the W 1/2 of W 1/2 of N E 1/4 of section
 15 all in Township 9 Range 1 West. Also another tract or
 parcel of land in same County & State, described as follows
 to wit: N E 1/4 Section 26 Township 9 Range 1 West & the
 W 1/2 of N W 1/4 Section 25 Township 9 Range 1 West said last
 tract containing by estimation two hundred & forty acres
 more or less and both together said first & last mentioned
 tracts of land containing by estimation twelve hundred
 & eighty acres more or less. To have & to
 hold unto him the said party of the ~~first~~ third part with the tenements
 & hereditaments thereunto belonging his heirs & assigns forever
 in trust however & for the following purposes for no other
 purpose whatever to wit: the said party of the first part has this

Filed in full this 16th day of August 1870
 G. W. Grafton

day made his promissory note in writing whereby he promises to pay said Britton & Moore of New Orleans upon the first day of January 1869 the sum of twelve hundred and sixty Dollars & ninety cents with interest at the rate of eight per cent per annum from date until paid now if the said sum of money shall be paid principal & interest when the same shall become due & payable then this deed in trust to become void & of no effect but if the same shall not be paid in full principal & interest when the same shall become due & payable then the said trustee shall advertise said lands for sale by posting upon the Court House door of Madison County a written notice of the time & place of sale of said lands for the space of ten days and when the time of sale shall have arrived the said trustee shall sell said lands at the Court House door of Madison County to the highest bidder for cash. And shall from the proceeds arising from said sale first pay the costs of execution of this trust deed & shall pay in full the said money due to the said Britton & Moore & the remaining money if any there be shall be paid over to the said Jiggitts.

In testimony whereof he has hereunto set his hand and seal this the thirtieth day of March 1868.

D. E. Jiggitts

Seal

250 U.S. Revenue Stamps
annexed & cancelled

State of Mississippi. Personally appeared before me Henry Madison County J. S. Foste Jr. a Justice of the Peace in and for said County and State David E. Jiggitts who acknowledged that he signed sealed & delivered the foregoing as his act & deed upon the day & in the year therein mentioned & for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand and seal this the 30th day of March 1868.

Henry S. Foste Jr. J.P.

Julius C. Vinson } Filed & Recorded April 1st 1868
 To 3 Deed Trust } State of Mississippi }
 McFarland & Stinson } Madison County } This indenture made
 & entered into this 31st day of March A.D. 1868 by & between Julius
 Vinson of the first part Samuel C. Witherspoon of the second part
 and James McFarland and William B. Stinson partners in trade under
 the name & style of McFarland & Stinson of the third part all of
 the County of Madison and State of Mississippi Witnesseth
 That the said party of the first part for & in consideration
 of the sum of ten dollars to him in hand paid by the said party
 of the second part The receipt whereof is hereby acknowledged and
 for the further consideration of two promissory notes executed
 & delivered by the said party of the first part to the said
 McFarland & Stinson parties of the third part one of which
 notes is dated on the first day of March A.D. 1868 & due & payable
 to the order of the said parties of the third part one day after
 date thereof for the sum of five hundred & thirty eight $\frac{5}{100}$
 dollars and the other note executed & delivered by said party
 of the first part to said parties of the third part dated the
 31st day of March A.D. 1868 & due & payable to the order of
 the said parties of the third part on the first day of January
 A.D. 1869 for the sum of three hundred & fifty dollars which
 said last mentioned note was executed for advances made & hereafter
 to be made by the said parties of the third part to the said
 party of the first part for the purpose of carrying on and cultivating
 his plantation in the County of Madison and State of Mississippi
 Now in consideration of the promises and for the purpose of securing
 the prompt payment of the above described notes on the first day of
 January A.D. 1869 the said party of the first part has this day bar-
 gained sold & conveyed & by these presents does grant bargain alien
 sell & convey to the said party of the second part the following per-
 sonal property One bay horse mule pack One Iron Grey Mare Mule
 Fly One Black Brown horse - Trade - and one bay Mare Ginnie and
 further conveys and sells all the cotton corn & trade to be raised
 by him on the plantation above mentioned during the year A.D. 1868
 to have & to hold the personal property above conveyed and the crop
 to be raised to the said party of the second part and his heirs and
 assigns forever.

In trust nevertheless and upon the following conditions to wit:
 If on or before the first day of January A.D. 1869 the said party
 of the first part shall pay or cause to be paid to the said parties
 of the third part or their assigns the sums of money in the
 notes before mentioned - dated the first & thirty first day of March
 A.D. 1868 with the interest thereon then this deed to be null & void
 But if on the first day of January A.D. 1869 the said party
 of the first part shall fail or make default in the payment of said
 sums of money in said notes specified - The said party of the
 second part at the request of the parties of the third part or the hol-
 ders of said notes shall at once take possession of the above

conveyed property and after giving notice thereof in one of the public newspapers printed in the City of Canton and County & State aforesaid for the period of thirty days shall proceed to sell the same at public vendue before the Court House door in said County within the hours prescribed by law for sheriff's sale all the above described personal property for cash and from the proceeds of sale shall first pay the cost of the execution of this trust deed & next shall proceed to pay the amount of the notes in this deed described with all the interest accrued thereon & the balance if any shall be paid over to the said party of the first part his heirs executors & administrators

And it is further covenanted & agreed that in the event of the death absence or refusal to act of the party of the second part the Probate Judge of the County of Madison is hereby authorized & empowered to appoint a successor who is entrusted with the same duties & powers of the party of the second part and who shall be appointed in the manner aforesaid upon the application of the parties of the third part or the holders of said notes.

Given under our hands & seals this the thirty first day of March A.D. 1868

H. Bartels Witness

Julius ^{the} Tinson ~~mark~~ *(Seal)*

\$1.00 U.S. Revenue Stamp
annual & cancelled

S.C. Witherspoon *(Seal)*

State of Mississippi }
Madison County } Personally appeared before me E.D. Ward
Clerk of the Probate Court of said County and State Julius
Tinson grantor in the above foregoing deed & Samuel C. Witherspoon
grantee who acknowledged that they signed sealed
& delivered the same on the day & year therein mentioned and
for the purposes therein stated as their act & deed

Given under my hand & the seal of said Court
This thirty first day of March A.D. 1868
E.D. Ward Clerk

Charlotte Taylor } Filed for Record March 5th 1868 & Recorded
To } Deed } April 2nd 1868

Garrett Godloe } State of Mississippi }
Attalla County } This indenture made & entered

into this 25th day of March A.D. 1867 between Charlotte Taylor party of the first part and Garrett Godloe of Madison County State aforesaid party of second part Witnesseth that whereas the Probate Court of Madison County Mississippi did allow to the party of the first part as the widow of Nelson Taylor Decd Dower in the land herein after conveyed and whereas the party of the second part has purchased the dower interest of said party of the first part in said lands therefore in consideration of the premises and in consideration of the sum of five hundred dollars paid in hand by the party of the second part the said party of the first part hereby bargains sells conveys quit claims & relinquishes

all her dower and thirds and all her right title & interest in and to the following lands - viz The south East Quarter of section 34 & fifteen acres off the west side of the South West 1/4 of section thirty five - all in Township Eight - Range one East containing by estimation one hundred & seventy five acres more or less lying in the county & State aforesaid To have to hold all & singular the above described premises to the said Ganett Cordor his heirs and assigns free from any claim title or demand on the part of the said Charlotte Taylor or any one claiming through her
 Given under her hand & seal this 25 day of March A.D. 1867
 W. S. Revenue Stamp
 C. Taylor

~~Answer cancelled~~
 The State of Mississippi

Attali County I Personally appeared before the undersigned L. M. Nash an acting Justice of The Peace in said County the within & above named Charlotte Taylor who duly acknowledged that she signed sealed & delivered the above deed as her own act & deed on the day & Year & for the purposes therein ^{named} mentioned.
 Given under my hand & seal this 25th day of March A.D. 1867

Indep^y

L. M. Nash J.P. Seal

Samuel Mulhern & wife Filed & Recorded April 2nd 1868
 To J. Dea State of Mississippi

Mary Wells Madison County I This indenture make & entered into this 16th day of March A.D. 1868 between Samuel H. Mulhern and Mary J. Mulhern of said State & County parties of the first part & Mary Wells likewise of said State & County party of the second part Witnesseth that for & in consideration of the sum of four thousand seven hundred & thirty five Dollars to us in hand paid by the entry of satisfaction by Mary Wells of a judgement in her favor against Samuel H. Mulhern for said sum & costs rendered by The Circuit Court of Madison County Mississippi on the second day of October A.D. 1866. The parties of the first part have bargained sold aliened & conveyed and by these presents do bargain sell alien & convey to the party of the second part the following lands lying being in Madison County Mississippi namely the East half of South West quarter of Section thirty four (34) Township Eight (8) Range one (1) East and thirty five off the south end of West half of South West Quarter Section thirty four Township 8 Range one (1) East (Sect 34 1/4 R. 1 East) containing one hundred & fifteen acres in said Section thirty four also East half of North East Quarter of Section two (2) and East Half of South West Quarter of Section two (2) and West half of South East Quarter of Section two (2) and all the fractional part of North Half of East Half of North West Quarter and The North half of The West Half of The North East Quarter of Section eleven (11) which lies north of a cherryed Rose Hedge running across ^{part} two last mentioned forty acres

parcels or pieces & all in Township Seven (7) Range one (1) East the said lands in section two (2) being two hundred & forty acres & in section eleven fifty five acres - and being in all four hundred & ten acres more or less.

To Have & To Hold all & singular the lands above mentioned with the appurtenances to the party of the second part her heirs and assigns forever and the parties of the first part will forever warrant & defend the title to the above granted lands to the party of the second part her heirs & assigns forever against the claims of any and all persons whatsoever.

Given under our hands & seals this 14th day of March

A.D. 1868
\$5.00 U.S. Revenue Stamp
assumed & cancelled

S. H. Mulherrin
M. J. Mulherrin

The State of Mississippi
Madison County I Personally appeared before The undersigned Justice of The Peace in & for said County Samuel H. Mulherrin and Mary J. Mulherrin his wife who each duly acknowledged that they signed sealed & delivered the foregoing deed on the day & year therein mentioned and also appeared first The said Mary J. Mulherrin who on a previous private examination separate and apart from her husband duly acknowledged that she signed sealed & delivered the said deed on the day & year therein mentioned she fully understanding the contents & purposes thereof.

Given under my hands & seal this 14th day of March A.D. 1868

T. W. Jones
Justice of The Peace

S. R. Powell and I filed for Record February 28th 1868
Wm E. Dancy 3rd Recorded April 3rd 1868

To State of Mississippi
S. S. O'Leary 3rd Madison County I This deed made & entered into this the 22nd day of February A.D. 1868 by & between S. R. Powell & W. E. Dancy of the first part and Ignatius S. O'Leary of the second part all of the State of County of Madison & State of Mississippi Witnesseth that the parties of the first part for & in consideration of the sum of six hundred dollars to them paid by the said party of the second part the receipt whereof is hereby acknowledged have this day bargained sold aliened & conveyed & by these presents do bargain sell alien & convey to the said party of the second part a certain lot or parcel of land lying & being in the City of Canton in said County and State

and described as follows viz- all that lot of land formerly belonging to the estate of Wm. F. Bass decd and which was conveyed under & by virtue of an order of the Probate Court of said County and State by Caroline F. Bass administratrix of said estate to the parties of the first part by deed dated 29th December A.D. 1856 and recorded in Book of Deeds "C" page 279 and described in said deed as the east half of a certain fourteen acre lot lying & being within the town of Canton in the County of Madison & State of Mississippi the whole lot being bounded on the north by Academy Street on the east by a lot belonging to the estate of Rice on the south by the lot belonging to Thos Shackelford and John Handy and on the west by the lot of A. W. King M. B. Harvey and the lot on which the Female Academy in said town is situated containing seven acres more or less, subject to dower except two acres of the north west corner of said lot conveyed as above mentioned; said two acre lot is excepted & not hereby conveyed being bounded as follows viz- commencing at the north west corner of the lot conveyed by Mrs. C. F. Bass administratrix thence east two hundred feet with academy street thence south four hundred feet thence west two hundred feet thence north four hundred feet to the beginning.

To Have & to Hold the said lot of land with the appurtenances to the said party of the second part and his heirs. And the said parties of the first part do hereby covenant with the said party of the second part that they will warrant and forever defend the same to him his heirs or assigns free from the right title or claim of themselves or either of them and their heirs and of any and all persons whatsoever except so far as the title to said lot of land is affected by the reservation of dower therein to the widow of said W. F. Bass decd as expressed in said deed of 29th December A.D. 1856

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

\$1.00 U.S. Revenue Stamp
annexed & cancelled

W. E. Dancy
S. R. Powell

(Seal)
(Seal)

State of Mississippi
Madison County

Before me E. D. Ward Clerk of the Probate of said County and State personally appeared S. R. Powell & W. E. Dancy who each acknowledged that they signed sealed & delivered the above & foregoing instrument as his act & deed for the purposes therein expressed and on the day & date therein mentioned shown under my hand & seal the seal of said Court

This 28th day of February A.D. 1858

E. D. Ward Clerk

Filed for Record March 30th 1868 and
 Recorded April 5th 1868
 A. Warner et al }
 To } Mortgage } State of Mississippi
 Lewis W. Thompson } Madison County }
 & entered into this thirtieth day of March A.D. 1868 between Alexander Warner and Mary P. Warner his wife and Robert Morris & Mary E. Morris his wife parties of the first part and Lewis W. Thompson of the second part - Witnesseth that whereas the said Alexander Warner & Richard Morris stands indebted to Lewis W. Thompson in the sum of six thousand dollars in the gold coin of the United States as is evidenced by their three notes or instruments in writing bearing even date with these presents and each payable to the order of Lewis W. Thompson one payable on the 1st day of February A.D. 1869 and the other payable 1st February A.D. 1870 and the third payable on the 1st day of February A.D. 1871 and each bearing interest from the 1st of April 1868 at the rate of six per cent per annum until paid and whereas said parties of the first part are anxious to secure the prompt payment of said notes at their maturity and had in fact so agreed to secure said notes previous to their acceptance by the party of the second part & before his entry of satisfaction on the margin of a certain Mortgage executed by Alexander Warner to said Thompson on the lands herein after conveyed which Mortgage has been duly recorded in Books of Deeds "B" page 468 of the records of the Probate Court of Madison - and whereas said Thompson had filed his Bill in Chancery Court of Madison County Mississippi to foreclose said Mortgage and whereas said Mortgage Bill has been adjusted and settled by the payment of all the money & coin now due & claimed in said Bill except the sum of six thousand dollars secured by the three notes aforesaid which said notes or instruments in writing it is the purpose of this conveyance to secure payable in the specific commodity of gold coin as therein stipulated for - Therefore in consideration of the premises & the further consideration of ten dollars in hand paid by the party of the second part to the parties of the first - The said parties of the first part have granted bargained and sold & conveyed and by these presents do grant bargain and sell & convey to the party of the second part the following lands lying & being in the County of Madison & State of Mississippi - Namely - The South West quarter of section thirteen - The West Half of North West quarter and South Half of East Half of North West quarter of section thirteen - The East Half of South East quarter of section fourteen - South Half of East Half of North East quarter of section fourteen - South half of sections twenty three - The East Half of North West quarter of section twenty three - West Half of section twenty four - The North West quarter of section twenty five - all of section twenty six - the whole being in township eight Range two East and containing two thousand & eighty acres more or less To Have & to Hold all and singular the above described lands with all the appurtenances to the party of the second part Lewis W. Thompson his heirs & assigns forever

Satisfied, in full this 7th day of March
 A.D. 1871

But this conveyance is upon the express trust and condition that upon the prompt payment of each & all of the three written instruments afore said and their discharge in the gold coin of the united states both principal & interest payable in said coin - then & in that event the foregoing estate and every part and parcel thereof shall cease & determine and to be of no effect, otherwise to remain in full force & virtue

The words "conveyance" and the word "convey" interlined above the 6 & 7 lines of the third page were written before the execution of this paper

Given under our hands & seals this 30th March A.D. 1868

A. Warner

Robert Morris

#600 U.S. Revenue Stamps annexed to the within described notes and cancelled

State of Mississippi
Madison County

Personally appeared before me E. D. Ward Clerk of the Probate Court of said County A. Warner and Robert Morris who acknowledge that they signed sealed and delivered the foregoing deed of Mortgage on the day & year therein mentioned as their act & deed for the purposes therein expressed

Given under my hand and the seal of said Court the 30th day of March A.D. 1868

E. D. Ward Clerk

To be kept

Copies of Record this 7th day of March A.D. 1871 by Payment in full Lewis N. Humphrey

Witness
E. D. Jeffrey Clerk

J. B. Simpson } Filed for Record & Recorded March 7 1868
S. J. Parker }
23 Deid.

This Indenture made and entered into this twelfth day of March A. D. One thousand eight hundred and sixty eight between J. B. Simpson of the first part and S. J. Parker of the second part, the said party of the first part of Attala County; and the said party of the second part of Madison County, all in the State of Mississippi. Witnesseth, That for and in consideration of the sum of Six hundred dollars to him in hand by the said party of the second part the receipt whereof is hereby acknowledged the said party of the first part hath bargained, sold and forever quit claimed and do by these presents bargain sell and quit claim and release unto the said S. J. Parker forever all the right title and interest both at law and in equity and as well in possession as in expectation and to the following described tract or parcel of land situated lying & being in the County of Madison State of Mississippi to wit: S. E. Quarter of Section twenty one Township twelve Range five east containing one hundred & sixty acres more or less together with all & singular the rights titles and appurtenances unto the same belonging and the party of the first part binds himself to defend the title to the same against the claim or claims of any person or persons claiming under him & none there

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

J. B. Simpson (Seal)

U.S. Revenue Stamp
annexed & cancelled

State of Mississippi
Attala County } Personally came before me the undersig-
ned an acting Justice of the Peace in & for said County
& State J. B. Simpson and acknowledged that he signed read
& delivered the within deed & that he executed it for the purposes
therein specified on the day and date therein mentioned

Given under my hand & seal This the 12th
day of March A. D. 1868

E. L. Carson J.P. Seal

Louisiana Calhoun Filed & Recorded April 5th 1868

To & Deed Conveying State of Mississippi
S. S. Calhoun & Madison County This deed of con-
veyance executed this fifth day of April A.D. 1868 from
Louisiana Calhoun to S. S. Calhoun both of the
County of Madison and State of Mississippi. Metaphor:

That for & in consideration of the sum of twelve hundred &
eighty five dollars heretofore expended by the S. S. in pay-
ment of debts due from the said Louisiana and at her
request with a view to this purchase and the further
sum of ten dollars in hand this day paid her by him.
The receipt of which is hereby acknowledged.

The said Louisiana Calhoun hath this day bargained
sold & conveyed and by these presents doth hereby bargain
sell & convey unto the said S. S. Calhoun the following
described lot or parcel of land situate in the City of Canton
County State of Georgia, to wit:

A lot generally known and described in deeds of record
as the "Opilvie lot" or to be more correct two acres & a half
be the same more or less of said lot. The balance having
been heretofore conveyed by deed now of record to Jesse
R. Sims and Ulysses Anderson, which said two & a half acres
more or less are bounded on the north by the lane alley or
Street - running east and west and nearly on the prolonga-
tion of Semmes Street - connecting also Liberty & Union Streets
and separating the said two & a half acres herein conveyed
from the lot heretofore conveyed by deed now of record by
George Calhoun to Mariah Bailey; on the south by the lot
of A. A. Heron; on the East by Liberty Street - separating
said two & a half acres from the present residence of Louisiana
Calhoun; and on the West by the present residences of
the widows of said Ulysses Anderson and the said Jesse
R. Sims.

To Have & To Hold unto the said S. S. Calhoun the herein-
before described lot or parcel of land and to his heirs forever.

In testimony whereof the said Louisiana Calhoun hath
herewith set her hand & seal on the day & year first
above written

L. Calhoun

U.S. Revenue Stamp

annexed & cancelled

State of Mississippi S.S.

Madison County Personally appeared before me John Dawson
Clerk of the Circuit Court of said County of Madison the
same being a Court of record, the within named Louisiana
Calhoun who acknowledged that she signed sealed and deliver-
ed the above & foregoing deed on the day and year therein mentioned
as her act & deed

Given under my hand & certified by the seal

See deed book of page 483

of my said office hereto affords This 6th day of April AD 1868
Geo Dawson Clerk &c.

Geo Morrison Sheriff Filed for Record & Recorded April 7th 1868
To 3 Deeds } State of Mississippi }
Eliza C Lee } Madison County } This indenture made this
second day of March eighteen hundred & sixty eight between
Geo Morrison Sheriff of Madison County and State of Mississippi
of the one part and Eliza C Lee of the other part witnesseth that the
said Geo Morrison as such Sheriff having levied on the
Real Estate herein described as the property of S. M. Simmons
by virtue of process of execution and to satisfy the amount thereof
namely one writ of Fieri Facias issued from the Clerk's office
Circuit Court of Holmes County on the 25th day of January
& returnable on the first day Monday of May 1868 an abstract of
which is as follows; to wit

Number	Style of Suit	Date of Judgment	Amount of Judgment	Exclusive of Cost	Remarks
263	Brown & Norman vs S. M. Simmons	Nov 14 th 1866	\$185.53		To Fa

against the goods lands &c. of S. M. Simmons and having duly adver-
tised the day & place of sale for the period of four weeks in a pub-
lic newspaper called the American Citizen did on the first Monday
of March 1868 it being the second day of said month at the Court
House of said County of Madison according to law expose the said
Real Estate to public outcry for cash & then & there Eliza C Lee
became the highest bidder & purchaser thereof at & for the sum of one
hundred & eighty five dollars which sum Eliza C Lee then & thereupon
presently paid to said Geo Morrison as such Sheriff therefore
the said Geo Morrison Sheriff as aforesaid in consideration of the
premises does hereby bargain sell grant alien enfeoff & convey to
the said Eliza C Lee the Real Estate so sold described as follows
to wit: A certain lot in the City of Canton beginning at the south
East corner of a lot of ground previously owned by Geo Robinson
on Union Street adjoining said the property now occupied by Dr
A. B. Lee running west 400 feet to a stake thence south 200 feet
to a stake thence East 400 feet to Union Street and thence North
200 feet to the beginning containing by estimation two acres more
or less as recorded in Book of Deeds P. page 318 Probate Clerk's
office Madison County To Have & To Hold the Real estate aforesaid
with the appurtenances thereunto belonging to said Eliza C Lee and
her heirs & assigns forever; and the said Geo Morrison as Sheriff
as aforesaid does warrant & will defend the same to said Eliza
C Lee and her heirs &c. free & quiet of the rights title & interest
of the said S. M. Simmons both in law & in equity and of all & every
one claiming or to claim under or through him so far as he the said
Sheriff by virtue of the process proceedings sale & purchase aforesaid
and the law in such case can or may warrant & defend: but only

officially and in no other manner or degree whatsoever
In testimony whereof the said Geo Mooman as Sheriff aforesaid
hereunto sets his hand & seal on the day & year first aforesaid.

750 cts U.S. Revenue Stamp
annexed & cancelled

Geo. Mooman
Sheriff

State of Mississippi

Madison County Personally appeared before me E. D. Ward
Clerk of the Probate Court of said County, Geo Mooman Sheriff
who acknowledges that he signed sealed & delivered the fore-
going deed as his act & deed on the day & year therein mentioned
& for the purposes therein specified.

Given under my hand & the seal of said
Court this the 8th day of April A.D. 1868
E. D. Ward Clerk

By W. L. Dawson D.C.

Mary A Kelly & Filed & Recorded April 8th 1868

C. D. Kelly State of Mississippi

Do Madison County This indenture made
between Mrs Mary J Smith et al } & entered into between this the thirty first day
of March A.D. 1868 between Mary A Kelly & C. D. Kelly her
husband of the County of Carroll party of the first part
& Miss Mary J Smith Miss Elvira J. Hill & Miss Emma
W Hill of the County of Madison of the second part and
all of the State of Mississippi Witnesses that the party
of the first part for & in consideration of the sum of five hun-
dred and fifty dollars to me in hand paid by the party of the
second part the receipt whereof is hereby acknowledged have
bargained sold & conveyed & do by these presents bargain sell & convey
& confirm unto the said party of the second part the following
described lot or parcel of ground lying & being near the City of Canton
County of Madison & State of Mississippi to wit: Commencing
at the S. E. corner of a lot of ground conveyed by Wesley Drane Trustee
of Louisiana Colhorn to J. D. Sims & M. D. Anderson in which is record-
ed in the probate Clerk's Office of said County (of Madison) in Book
of Deeds page 3097.310 running thence West four hundred feet thence
North three hundred feet thence East four hundred feet thence
South three hundred feet to the beginning situated on the west
side of Union Street to have & to hold the above described lot
or parcel of ground unto the said party of the first second part their
heirs & assigns forever and the said party of the first part for her
self her heirs executors and administrators covenant & agree to with
said party of the second part that she will warrant & forever defend
the title of the said above described lot or parcel of ground unto
them the said party of the second part their heirs & assigns forever.

N

In testimony whereof the said party of the first part have hereunto
set her hand & affixed her seal the day & year first above written

\$1.00 U.S. Rev Stamp annexed & cancelled

M. A. Kelly Seal
C. D. Kelly Seal

State of Mississippi
 Carroll County }
 Madison County }
 Personally appeared before me R. D. Palmer
 an acting Justice of The Peace in & for said County & State
 Mary A. Kelly and C. D. Kelly Grantors to The foregoing deed of
 conveyance who severally acknowledged that They signed sealed
 and delivered the same as their own proper act & deed on the day
 & date written in the deed and for the purposes therein named &
 Mary A. Kelly wife of C. D. Kelly being examined by me separate
 & apart privately from her said husband C. D. acknowledges that
 she signed the deed as her own voluntary act without fear threat
 compulsion upon the part of her said husband but as her own
 proper act & deed
 Witness my hand & seal This The 31st day of March
 A.D. 1868

R. D. Palmer J. P. Seal

State of Mississippi
 Carroll County }
 Madison County }
 I, N. L. Nemingway Clerk of The
 Probate Court of said County certify that R. D. Palmer whose
 genuine signature appears to the foregoing acknowledgment is a
 Justice of The Peace in & for said County duly elected qualified
 & Commissioned according to law and that all his official acts
 are intitled to full faith & credit
 Witness my hand & seal of said Court
 at Carrollton 1st April 1868
 N. L. Nemingway Clk
 By Curtis D. C.

Mrs Susan E. Rose of Filed for Record April 9th 1868
 To 3 Deeds } Recorded April 11th 1868
 Margaret A. Drane of State of Mississippi }
 Madison County } This Indenture made
 & entered into this ninth day of April A.D. 1868 between Susan
 E. Rose of the County of Madison & State of Mississippi of the
 first part and Margaret A. Drane of same State & County of the
 second part Witnesseth That the party of the first part has
 this day sold & by these presents doth sell & convey unto the
 said Margaret A. Drane for & in consideration of the sum of
 four thousand dollars which is paid by a deed to property
 to the said Rose by the party of the second part and her husband
 of the value of four thousand dollars the following property or
 real estate and known and designated as follows viz.
 Beginning at the intersection of Liberty & Fulton Streets in the
 town of Canton Madison County Mississippi and being a part
 of lots No. one and four in square No. one as laid off by Jno
 Briscoe and running Fulton Street east two hundred feet to the
 property of A. P. Hill thence south one hundred & five feet thence
 West two hundred feet thence north along Liberty Street one
 hundred & five feet to the beginning together with all the tenements
 & hereditaments thereunto belonging & appertaining. To have & to

holds to the said Prager her heirs & assigns forever & the said Susan E Rose for herself & her heirs and assigns doth hereby covenant to and with the said M. A. Deane her assigns & heirs that she will forever warrant the title to said premises herein before described against the claim & claims of all & every person whatsoever.

In witness whereof the said Susan E Rose has hereunto set her hand and affixed her seal the day & year above written

44. U.S. Revenue Stamp
annexed & cancelled

S. E. Rose Seal

State of Mississippi
Madison County } Personally appeared before me Henry S. Fote
Jr a Justice of the Peace in and for said County & State S. E.
Rose who acknowledged that she signed sealed & delivered
the above & foregoing instrument as her act & deed on the day
& in the year & for the purposes therein mentioned. In testimony
whereof I have hereunto set my hand & seal this the 9th day
of April 1868.

H. S. Fote Jr J.P.

Jno T Semmes Sheriff } Filed for Record & Recorded April 10th ad 1868
To 3 Dec } State of Mississippi

Robert Smith & Martha Smith } Madison County } This indenture
made & executed this the 4th day of March A.D. 1867 by & between
Jno T Semmes Sheriff of Madison County State of Mississippi of the
first part & Robert C. Smith & Martha Smith of the second part
Witnesseth that whereas a judgment was obtained in the Circuit
Court of Madison County at the October Term thereof in favor
of Martha Smith & against R. C. Saunders & R. M. Davis upon
a promissory note for the sum of 15,675 ³⁸/₁₀₀ dollars & cost of
suit - and whereas on the 9th day of November A.D. 1866 a writ of
Hieri Facias was issued from the Circuit Clerk's office Clerk of
the Circuit Court of said County upon said judgment against
said Saunders & Davis & in favor of said Martha Smith for the
sum of \$15,675. ³⁸/₁₀₀ dollars with interest thereon at the rate of 10 per
cent from date of said judgment and cost of suit directed to the
said Sheriff of Madison County commanding him to cause to be
made the said amount of said judgment & cost of suit out of the
goods chattels lands & tenements of the said Saunders & Davis and
whereas the said writ of Hieri Facias was returned by the Sheriff
to the said Circuit Clerk's office of said County as a Nulla Bona
execution. No property found of either of the defendants Saunders
& Davis to satisfy the said writ of Hieri Facias ~~was made~~

~~The request~~ and whereas on alias writ of Hieri Facias
was issued at the request of the said Martha Smith from the said
Circuit Clerk's office on the 25th day of January 1867 directed to

The said Sheriff of Madison County in the said case of Martha Smith vs R. C. Saunders & R. M. Davis commanding the said Sheriff as before and whereas in pursuance of said alias writ of fieri facias the Sheriff did levy the said writ fieri facias upon the following lands and tenements as the property of the said Saunders & Davis to satisfy said execution issued upon said judgment aforesaid and all costs of suit as follows to wit: N W 1/4 Sec. 1 except 20 acres end of Panther Creek N E 1/4 Sec. 2 except 7 acres of the West side Sp W 1/2 Sec. 2. 30 acres of the North end N W 1/2 Sec. 2. 15 acres off end of E 1/2 of N E 1/4 Sec. 3. 18 acres off N end of W 1/2 N E 1/4 and W 1/2 E 1/2 N W 1/2 and E 1/2 W 1/2 N W 1/4 Sec. 3 all in T 9 R. 1 East (the W 1/2 except 20 acres end of Panther Creek S W 1/2 and W 1/2 N W 1/4 Sec. 36 also undivided 1/4 interest in the east half and 1/2 of W 1/2 Sec. 35 all of W 1/2 of W 1/2 Sec. 35 and lots 8, 7, 6, 3, 2, 1. Sec. 34 and lot 7 Sec. 33 and lot 5 Sec. 36 all T 10 R. 1 East also N 1/2 W 1/2 N E 1/4 Sec. 3 & T 9 R. 1 East containing in all 138.5 ^{acres} more or less in the County of Madison State of Mississippi and whereas the said Just Semmes Sheriff did in conformity to law advertise the same for sale in accordance to law and whereas the said Sheriff J. T. Semmes did on the 4th day of March A.D. 1867 offer for sale the said lands as the property of the said Saunders & Davis at the Court House door of said County as required by law to the highest and best bidder for cash, and Robert C. Smith for himself & for his Mother Martha Smith aforesaid offered & bid the sum of one dollar for the whole tract parcel of lands above described, which was more than any one else would bid or did bid. Now therefore for the consideration of the above sum of one dollar to me in hand paid the receipt whereof is hereby acknowledged, I J. T. Semmes Sheriff as aforesaid by virtue of authority vested in me as Sheriff do hereby bargain sell & convey to the aforesaid R. C. Smith & Martha Smith their heirs & assigns all the rights titles interest & claim of the said R. C. Saunders & R. M. Davis to the aforesaid tract & parcel of lands together with all the appurtenances & improvements thereon & appertaining thereto to have & to hold the same forever from the said Saunders & Davis their heirs assigns administrators & executors

In testimony whereof I have ^{this day} ~~heretofore~~ set my hand & affixed my seal this the day & year first above written

250 cts U.S. Revenue Stamp
 annul & cancelled

J. T. Semmes Sheriff

State of Mississippi
 County of Madison I personally appeared before me
 Jno. Dawson Clerk of the Circuit Court of Madison County J. T. Semmes
 Sheriff of Madison County State of Mississippi who acknowledged
 that he signed sealed & delivered the foregoing ~~and~~ instrument
 as his act & deed on the day & year therein written

Given under my hand & seal of said Court this 4th day
 of March A.D. 1867. Jno Dawson Clerk
 per J. W. Outland D. C.

J. J. Drane } Filed for Record & Recorded: April 10th 1868
 M. A. Drane } State of Mississippi }
 To & Dec. } Madison County } Know all men by these
 S. E. Rose's presents that this indenture made & entered into
 this the 8th day of April, 1868. by & between J. J. Drane & his
 wife M. A. Drane of the first part & S. E. Rose of the second part
 Witnefith that, for in consideration of a house & lot in
 the town of Canton the said M. A. Drane & her husband J. J.
 Drane have this day bargained sold enfeoffed & conveyed
 & do by these presents bargain sell enfeoff & convey unto
 S. E. Rose the following described land lying & being in the
 County of Madison State of Mississippi and described as
 follows to wit: The North West Corner of the SE¹/₄
 Section 20 Town R. 9. R. 3 East containing sixteen & one quar-
 ter acres more or less, to have & to hold unto her the said
 S. E. Rose her heirs & assigns forever The said lands together
 with all & singular the tenements appurtenances & hereditaments
 thereunto belonging in fee simple forever and the said parties
 of the first part bind themselves their heirs executors and
 administrators hereby to defend the title to said land against
 the claims of any person whatsoever

In testimony whereof They have hereunto set Their hands
& seals this the 8th day of April 1868

J. J. Drane

M. A. Drane

Seal
Seal

\$400 U.S. Revenue Stamp
 annexed & cancelled

State of Mississippi }
 Madison County } Personally appeared before me Henry S.
 Foote Jr a Justice of the Peace in & for the County of Madison
 State of Mississippi J. J. Drane who acknowledged that
 he signed sealed & delivered the above & foregoing instru-
 ment upon the day & year therein mentioned also person-
 ally appeared before me Henry S. Foote Jr Justice of the Peace
 & C. M. A. Drane wife of the above J. J. Drane who upon
 a private examination by me separate & apart from her
 said husband acknowledged that she signed sealed & deliv-
 ered the foregoing instrument as her her voluntary act & deed
 and freely without any fears threats or compulsion of her
 said husband

In testimony whereof I have hereunto set my hand &
seal this the 8th day of April 1868

H. S. Foote Jr

Do Robert Montgomery & Sarah E. Montgomery } Filed for Record April 14th 1868
 } Recorded April 17th 1868
 } 3 Deed } State of Mississippi
 Lewis Dickinson } Madison County } I know all men
 by these presents that me Robert Montgomery & Sarah E. Mont-
 gomery his wife of the County of Attala State
 of Mississippi for in consideration of the sum of two hundred
 and fifty dollars to us in hand paid the receipt whereof is
 hereby acknowledged have this day bargained sold & conveyed
 and do by these presents bargain sell & convey to Lewis Din-
 ckins of the County of Madison State of Mississippi the follow-
 ing described Plot or Parcel of ground in the town of Columbus
 and State aforesaid (to wit) commencing at the South East
 corner of lot No. 1. in Square No. 6. it being 300 feet south
 of the Public Square running thence North twenty feet. Thence
 West fifty feet thence South twenty feet thence fifty
 east to the beginning to have and to hold the aforesaid lot
 of ground forever and the said Robert Montgomery
 doth hereby covenant and agree with the said Lewis
 Dickinson his heirs & assigns a good & perfect
 title to said lot of ground and agree to protect
 & defend the title to the same against himself his
 heirs & assigns and against the claims or claims
 of all persons whatsoever

Given under my hand and seal This the
 30th day of March 1868 eighteen hundred & fifty eight

\$5.00 U.S. Revenue Stamp }
 } Annexed & cancelled }

Robert Montgomery (Seal)
 Sarah E. Montgomery (Seal)

State of Mississippi }
 } Attala County } Personally appeared before me
 an acting Justice of the Peace in & for said County
 Robert Montgomery & Sarah E. Montgomery
 his wife who being by me examined said he signed
 the within deed of conveyance of his free good
 will for the within intent and Sarah E. Montgomery
 being by me examined separate & apart from her
 husband said she signed the within deed of
 conveyance of her free good will without any fear
 or threats of husband whatever as witness my
 hand and seal This the 30 day of March 1868
 Wm Thompson J.P. (Seal)

Samuel Virden } Filed for Record & Record April 17th 1868
 To 3 Quit Claims } State of Mississippi
 M. S. Virden } Madison County } This indenture
 made & entered into on this 15th day of April
 1868 between Samuel Virden of the County of Madison
 and State of Mississippi party of the first part and
 Mathew S. Virden of the County of Madison and State
 of Mississippi party of the second part Witnesseth
 That the said party of the first part for & in
 consideration of the sum of Twenty five Hundred Dollars
 to him in hand paid & before the sealing & deliv-
 ery of these presents the receipt whereof is hereby acknow-
 ledged hath bargained sold and quit claimed land by
 these presents doth bargain sell & quit claim unto the said party
 of the second part his heirs and assigns forever all right-
 title claim & interest whatsoever either at law or in
 equity which the said party of the first part now
 hath or may hereafter acquire by virtue of any conveyance
 to him now made or in contemplation to be made in
 and to the following named & described lands to wit-
 a certain lot or parcel of ground situate and being
 in the city of Canton County of Madison aforesaid on
 the south side of the public square thereof and bounded
 as follows commencing at the North East corner of a lot
 conveyed by Edwin Virden & Mathew S. Virden on the
 day of January 1868 to Carroll Smith & running
 thence East twenty five feet thence South two hundred
 feet thence West twenty five feet thence North two hun-
 dred feet to the beginning together with all & singular
 the appurtenances therunto belonging or in any wise
 appertaining. To have & to hold the same unto the said
 Mathew S. Virden his heirs & assigns forever free from the
 claim or claims of the said party of the first part &
 all others claiming or to claim by or through him by
 virtue of the premises as aforesaid.

In testimony whereof the said party of the first part
 hath hereunto set his hand and affixed his seal on
 the day & year first above written
 S. Virden Jr. (Seal)

U.S. Revenue Stamp
 annexed & cancelled

State of Mississippi }
 Madison County } Personally appeared before me Henry
 S. Foote Jr. a Justice of the Peace in & for said County
 & State Samuel Virden Jr. who acknowledged that he signed
 sealed & delivered the above & foregoing as his act deed upon
 the day & in the year therein mentioned and for the purpose
 therein set forth. In testimony of which I have

herunto set my my hand this the 15th day of April
1868


W. Fort Jr. (LB)

M. L. Jordan } Filed for Record & Recorded April 17th 1868
 To Limit Claim } State of Mississippi }
 Edwins Jordan } Madison County } This Indenture made
 made & entered into on this the 15th day of April 1868
 between Mathew L. Jordan of the County of Madison & State
 of Mississippi party of the first part & Edwin Jordan of
 the County of Hinds in said State party of the second
 part Witnesseth that whereas the said parties of the first &
 second parts have heretofore as partners in trade using the
 firm name of E. & M. L. Jordan purchased jointly certain lands
 situate & being in the County of Madison aforesaid of various
 persons in said County at the respective dates of said purchase
 residing of all of which said lands they the said parties of the
 first & second parts are now desirous of having a division made
 and of dividing between themselves according to their respective
 interest therein - And whereas the said parties as aforesaid
 have on the day & date hereof agreed upon a division
 of said lands and have divided the same between themselves
 and in said agreement & division the lands hereinafter named
 & described have been allotted to the said Edwin Jordan & set
 apart to him and by him received as his certain share
 of the purchases as aforesaid heretofore remaining undivided
 Now therefore in consideration of the premises & for the further
 consideration of the sum of ten dollars to the said party of
 the second part in hand paid at & before the sealing & delivery
 of these presents the receipt whereof is hereby acknowledged
 the said party of the first part hath this day bargained
 sold and quit claimed & by these presents doth bargain
 sell & quit claim unto the said party of the second part
 his heirs & assigns forever all right title claim & interest
 whatever either at law or in equity which he the said
 party of the first part now hath or which he may hereafter
 acquire under the said joint purchases as aforesaid in & to
 the following named & described lands to wit: a certain lot or
 parcel of land situate & being in the City of Canton County
 of Madison aforesaid beginning at the North East corner of
 a lot or piece of ground belonging to the New Orleans Jackson
 & Great Northern Rail Road Company and running thence
 east with piece street one hundred & forty feet to be stated at
 a corner of a lot of ground formerly belonging to the heirs
 of J. T. Fulton dec^d thence south ~~to the~~ with the West bound
 ary line of said lot four hundred feet to Fulton
 street thence West with Fulton Street one hundred & forty feet
 to the lot of said Rail Road thence North with the

boundary line of said Rail Road Lot to the beginning which was purchased by the said E & M L Varden as partners aforesaid of David W. Fulton & Eugenia his wife on the 7th day of August 1863. Also in a certain other lot in said City Canton described as follows to wit: a certain Lot therein beginning at the North West corner of Lot No one in square No 1814 according to the plot of said City and running thence south one hundred feet thence East twenty five feet - Thence north one hundred feet - Thence West twenty five feet to the beginning it being the West half of the North West quarter of said Lot No one the same having been by one S. R. Childs & wife conveyed to the said E & M L Varden as partners aforesaid on the 9th day of September 1863 together with all & singular the appurtenances unto each of the ^{aforesaid} above described Lots belonging or in anywise appertaining.

To have & to hold the same (w) all the right title claim & interest of the said M L Varden as aforesaid on & to each of the aforesaid & above described Lots unto the said Edwin Varden his heirs & assigns forever against the claim or claims of the said Mathew S Varden & all others claiming or to claim by or through him by virtue of the premises as aforesaid.

In Testimony whereof the said Mathew S Varden hath hereunto set his hand & affixed his seal on the day and year first above written.

M. L. Varden 

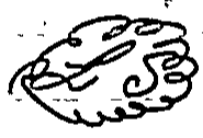
50 cts Revenue Stamp
 Annuled & Cancelled

The State of Mississippi
 Madison County I Personally appeared before me Henry S. Foote Jr a Justice of the peace in & for said the County of Madison and State of Mississippi M L Varden who acknowledged that he signed sealed & delivered the foregoing instrument as his act & deed on the day & in the year and for the purposes therein mentioned. In testimony whereof I have here unto set my hand this the 16th day of April 1868.

H. S. Foote Jr J.P.


J. B. Simpson of the first part & Recorded April 17th 1868
 To Martha Simpson of the second part
 State of Mississippi
 Madison County
 This indenture made & entered into this the fifteenth day of April A.D. one thousand eight hundred & sixty eight between J. B. Simpson of the first part & Martha Simpson of the second part, Witnesseth that for & in consideration of the sum of three hundred dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged hath bargained sold & forever quit claimed unto by these presents bargain sell & quit claim & release unto the said Martha Simpson forever all the right title and interest both at law and in equity and as well in possession as in expectancy in & to the following described tract or parcel of land situated lying & being in the County of Madison and State of Mississippi to wit: The North east 1/4 of Section 21 and West 1/2 of North East 1/4 & East 1/2 of North West 1/4 of Section 27 and North East 1/4 of Section 28 all in Township No (12) Twelve Range No 5 East together with all & singular the rights members & appurtenances unto the same belonging and the party of the first part binds himself to defend the title to the same against the claim or claims of any person or persons claiming under him and none others.

On testimony whereof I have hereunto set my hand and seal the day and date above written

J. B. Simpson 

State of Mississippi
 Attala County
 Personally appeared before me E. M. Wells an acting Justice of the Peace in & for said County J. B. Simpson whose name is signed to the foregoing deed who acknowledged that he signed sealed & delivered the same as his act & deed on the day & year therein mentioned for the purpose specified.

Given under my hand & seal the 15th day of April A.D. 1868

E. M. Wells J. P. Seal 

Edwin Virden } Filed for Record 11th day of April 1868
 To Quit Claim } Recorded 18th day of April 1868
 M. L. Virden } State of Mississippi }
 Madison County } This Indenture made
 & entered into on this the 15th day of April 1868 between
 Edwin Virden of the County of Owsen & State of Missis-
 sippi party of the first part and Nathan L. Virden of
 the County of Madison in said State party of the second
 part Witnesses: That whereas the said parties of the
 first and second parts have heretofore as partners in
 trade using the firm name of E & M. L. Virden purchased
 jointly certain lands situate & being in the County of
 Madison aforesaid of various persons in said County
 at the respective dates of said purchases residing of all of
 which said lands they, the said parties of the first and
 second parts all now desirous of having a division and
 of dividing the same between themselves according to their
 respective interests therein - and whereas the said parties
 as aforesaid have on the day & date hereof agreed upon a
 division of said lands and in truth & in fact have
 divided the same between themselves and in said agree-
 ment and division the following named & described
 lands have been allotted & set apart to the said Nathan
 L. Virden and have been by him received as his ^{certain} share of
 the purchases aforesaid heretofore remaining undivided. Now
 therefore in consideration of the premises & for the further
 consideration of the sum of ten dollars to said party of
 the first part by the said party of the second part in hand
 paid at & before the enclosing and delivery of these presents
 the receipt whereof is hereby acknowledged the said party
 of the party of the first part hath this day bargained sold
 & quit claimed and by these presents doth bargain sell
 & quit claim unto the said party of the second part his
 heirs and assigns forever, all right title claim and interest
 whatever either at law or in equity which he the said
 party of the first part now has and which he may
 hereafter under the said joint purchases as aforesaid acquire
 in & to the following named and described lot of ground
 situate & being in the County of Madison aforesaid and
 by said parties as partners aforesaid (purchased of one Julius
 C. Kirkpatrick on the 20th day of November 1863 to wit
 a certain lot in the city of Canton beginning at a stake
 on the south side of Fulton street. Thence south from the south
 east corner of a lot owned & occupied by J. G. Kirkpatrick
 & running ^{thence} south to academy street thence west along said
 street to the south east corner of the lot owned by Oslena
 & Florida Lewis which is now occupied by Charles Shast
 elford Esq (who since the date of the said conveyance by the
 J. C. Kirkpatrick to the said E & M. L. Virden has intermarred

with the said Oslina Lewis) thence due North along the line of said Lot to a stake at the north east corner of the same on Fulton Street thence east along said Fulton Street to the beginning together with all & singular the appurtenances therein belonging or in any wise appertaining To have to hold the same unto the said M. S. Virden his heirs & assigns forever against the claim or claims of the said Edwin Virden and all others claiming or to claim by or through him by virtue of the premises as aforesaid. In testimony whereof the said party of the first part has hereunto set his hand and affixed his seal on the day & year first above written.

E. Virden Seal

50^{cts} U.S. Revenue Stamp
Annexed & Cancelled

State of Mississippi }
Madison County } Personally appeared before me N.S. Forte Jr. a Justice of the peace in & for the County of Madison and State of Mississippi, Edwin Virden who acknowledged that he signed sealed & delivered the foregoing as his act and deed upon the day & in the year therein mentioned and for the purposes therein mentioned.

In testimony whereof I have set my hand & Date this 16th April 1868.

N.S. Forte Jr. J.P.

Alexander Warner } Valid for Record & Recorded April 18th 1868
Mary T. Warner } State of Mississippi }
To } Madison County } This Indenture made
Robert Morris } This the twenty eighth day of March 1868
between Alexander Warner & Mary T. his wife of the County of Madison & State of Mississippi of the first part and Robert Morris of the same County & State of the second part Witnesseth that the said parties of the first part in consideration of the sum of Ten Thousand dollars lawful money of the United States to them in hand paid by the said party of the second part the receipt of which is hereby acknowledged have bargained and sold and by these presents do grant bargain and sell release convey & confirm unto the said Robert Morris his heirs & assigns forever all the undivided one half of all the following described lands situated in Madison County Mississippi bounded & described as follows The South West 1/4 of Section 13 the West 1/2 of the North West 1/4 and the South 1/2 of the East 1/2 of the North West 1/4 of Section 13 the East 1/2 of the South East 1/4 of Section 14 the South 1/2 of the East 1/4 of the North East 1/4 of Section 14 the South 1/2 of Section 23 the North East 1/4 of Section 23 the East 1/2 of the North West 1/4 of Section 23

The West 1/2 of Section 24 The North West 1/4 of Section 25 and all of Section 26 The whole being in Township Number Eight Range number Two East and containing two thousand and eighty acres of land more or less being the same premises conveyed by Lewis W Thompson & wife to Alexander Warner by deed bearing date the 23rd day of January 1866

To have & to hold the undivided one half of the above described lands together with all the improvements and appurtenances thereto belonging or in any wise appertaining to the only proper use benefit & behoof of him the said Robert Morris his heirs & assigns forever And the said parties of the first part covenant with the ^{said} party of the second part that they are lawfully seized & possessed of the above described lands and that they are free from ^{all} incumbrances whatever and that they are competent to convey the same and for themselves their heirs executors and administrators covenant with the said Robert Morris & his heirs that they will forever warrant & defend the title to said lands against the claim or claims of all persons whatsoever

In testimony whereof the said parties of the first part have hereunto set their hands & ~~seals~~ affixed their seals the day & date first above written

The words "undivided one half of the" 9th line 2nd page interlined before execution

A. Warner Seal
Mary T Warner Seal

10 00 U.S. Revenue Stamp
Assessed & cancelled.

State of Mississippi }
County of Madison }
City of Canton }

On the 16th day of April A.D. 1868 personally appeared before me William Brecht Mayor of the City of Canton and Ex officio Justice of the Peace Alexander Warner & Mary T Warner his wife to me known who severally acknowledged that they signed sealed & delivered the foregoing deed on the day and year therein mentioned as their act & deed And the said Mary T on a private examination apart from her husband acknowledged that she signed sealed & delivered the same as her voluntary act & deed freely without any fear threat or compulsion of her said husband

In testimony whereof I have hereunto set my hand & seal the day & year aforesaid

William Brecht Mayor City of Canton
& Ex officio Justice of the Peace Seal

Peter Heuser wife } Filed for Record & Recorded April 18th 1868
 to } State of Mississippi
 John A. Preston } Madison County } This deed made & entered into this the 18th day of April A.D. 1868 by & between Angelina Heuser and Peter Heuser her husband of the first part and John A. Preston of the second part - all of the County of Madison and State of Mississippi - Witnesseth That - The said parties of the first part for & in consideration of the sum of eleven hundred dollars to them paid by the said party of the second part - The receipt of which is hereby acknowledged hath this day bargained sold aliened & conveyed and by these presents do bargain sell alien & convey unto the said party of the second part a certain lot or parcel of land lying being and situated in the said County of Madison and known and described as follows, viz beginning two hundred feet West of the North West corner of a lot owned and occupied by W. W. Pierce, thence West one hundred feet to a stake thence South two hundred & eighty feet to a stake thence East one hundred feet to a stake thence North two hundred & eighty feet to the beginning with all the buildings fences and improvements thereunto in any wise appertaining. To have & to hold unto the said party of the second part his heirs and assigns forever, and the said parties of the first part hereby covenant and agree that they will forever warrant & defend the title to said above described lot or parcel of land unto the said party of the second part his heirs & assigns against the right title claim or demand of all & every person whatsoever claiming or to claim the same. In testimony whereof the said parties of the first part have hereunto set their names & seals the day & year first above written.

Angelina Heuser
 Peter Heuser

15¢ U.S. Revenue Stamp
 Assessed & Cancelled

State of Mississippi
 Madison County } Before me E. D. Ward Clerk of the Probate Court of said County & State personally appeared the within mentioned Peter Heuser & Angelina Heuser his wife who severally acknowledged that they signed sealed & delivered the above foregoing instrument as their own voluntary act & deed on the day & date therein mentioned and for the purposes therein specified. And afterwards the said Angelina wife of said Peter Heuser on a private examination by me had separate & apart from her said husband acknowledged that she signed sealed & delivered said deed freely & voluntarily without any fear threats or compulsion of her said husband. Given under my hand & the seal of said Court this 18th day of April A.D. 1868

E. D. Ward Clerk

⑤

Jessie Brown 3 Filed for Record & Recorded April 18th 1868
 To & Seed Trust 3 State of Mississippi
 McFarland & Stinson 3 Madison County 3 This indenture made
 & entered into this the 18th day of April A.D. 1868 by & between
 Jessie Brown of the first part N Bartels of the second part
 and James McFarland & William B. Stinson partners in trade
 under the name & style of McFarland & Stinson of the third part
 all of the County of Madison and State of Mississippi. Witnesseth
 that the said party of the first part for & in consideration of
 the sum of ten dollars to him in hand paid by the said
 party of the second part the receipt whereof is hereby acknowledged
 and for the further consideration of one promissory note execu-
 ted & delivered by said party of the first part to the said
 parties of the third part dated the 18th day of April A.D.
 1868 and due & payable to their order on the first day of
 January A.D. 1869 for the sum of Two hundred & fifty dollars
 which said note was executed and delivered for advances
 made & hereafter to be made by the parties of the third part to said
 party of the first part for the purpose of cultivating & carrying
 on plantation in the County of Madison & State aforesaid.

Now in consideration of the premises and for the purpose of
 securing the prompt payment of the above described note on
 the first day of January A.D. 1869 the said party of the first
 part has this day bargained sold & conveyed & by these pres-
 ents does grant bargain sell & convey unto into unto the
 said party of the second part the following described real
 estate situated in the County & State aforesaid described as
 follows viz the 8th of 8th of S. E. 1/4 Sec 8 acres in north east
 corner & instead 5 acres in S. W. corner section 31 Township
 9 Range 4 East. To have & to hold the above described real
 estate together with the improvements thereon to the said
 party of the second part his heirs & assigns forever and
 covenants and with the party of the second part to forever
 warrant & defend to him his heirs & assigns the title in fee
 simple thereto and also bargains sells & conveys all the
 Cotton Corn & fodder to be raised by said party of the first part
 on the above plantation mentioned during the year 1868
 to have & to hold the crop to be raised to the said party of
 the second part and his heirs and assigns forever

In trust nevertheless and upon the following conditions to wit
 if on or before the first day of January A.D. 1869 the said
 party of the first part shall pay or cause to be paid to the parties
 of the third part or their assigns the sum of money on the
 note before mentioned dated the 18th day of April A.D. 1868
 with the interest thereon then this deed to be null &
 void But if on the first day of January A.D. 1869 the
 said party of the first part shall fail or make default
 in the payment of said sum of money in said note
 described & specified the said party of the second part

at the request of the parties of the third part or the holders of the said note shall at once enter into & take possession of the above conveyed property and after giving notice thereof in one of public News Papers printed in the City of Canton & County & State aforesaid for the period of thirty days shall proceed to sell the same at public Vendue before the Court House Door in said County within the hours prescribed by law for Sheriffs sale all the above described real estate for cash & from the proceeds of the sale shall first pay the cost of the execution of this Trust deed and next shall proceed to pay the amount of the note in the deed described with all the interest accrued thereon and the balance if any shall be paid over to the party of the first part his heirs Executors & administrators

And it is further covenanted & agreed that in the event of the death absence or refusal to act of the party of the second part the Probate Judge of the County of Madison is hereby authorized & empowered to appoint a successor who is entrusted with the same duties & powers of the party of the second part and who shall be appointed in the manner aforesaid upon the application of the parties of the third part or the holders of the note

Given under our hands & seals this the 18th day of April A.D. 1868

Jessie Brown (Seal)
H Bartels (Seal)


50 Cts U.S. Revenue Stamp
arranged & cancelled


State of Mississippi }
Madison County } personally appeared before me E. D. Ward
Clerk of the Probate Court of said County and State Jessie
Brown Grantor in the above & foregoing deed and H Bartels
grantee who acknowledged that they signed sealed and deliv-
ered the same on the day and year therein mentioned
and for the purpose therein stated as their act and deed

Given under my hand & seal of said
Court this 18th Day of April A.D. 1868
E. D. Ward Clerk

State of Mississippi
Madison County
I certify that the 160 acres of land here described
by 1869 or thereabouts were the property of
James A. Reid and were sold to Samuel Magruder
in 1869 or thereabouts.

J. A. Reid } Titled for Record April 18th 1868
 D. J. Deed Trust } Recorded April 24th 1868
 L. W. Magruder } State of Mississippi }
 Madison County } This Indenture made and
 entered into this the 18th day of April 1868 by & between
 Samuel Magruder of the first part James A. Reid of the
 second part & L. W. Magruder of the third part all of the
 County of Madison State of Mississippi Witnesseth
 that whereas the said James A. Reid has this day executed
 his promissory note to said Samuel Magruder for the
 sum of \$600 & six hundred dollars payable the first day of
 January 1869 and bearing interest at 10 per cent per
 annum from date and the said James A. Reid being desirous
 of better securing the payment of the said note hath
 bargained and sold and by these presents doth grant & convey
 to L. W. Magruder his successors and legal representatives the
 following lands situate in Madison Co State of Mississippi as
 follows S. W. 1/4 Sec 36 T. 10 R. 2 East containing by estimation
 160 acres more or less to have & to hold the same with all
 & singular the buildings improvements & appurtenances thereto
 belonging unto said L. W. Magruder his legal representatives
 & successors And the said James A. Reid warrants & will
 forever defend the title to said lands against any & all
 claimers whatsoever But this conveyance is made upon
 the express condition & trust that if the aforesaid note
 be paid on or before the 1st day of January 1869 to said
 Samuel Magruder or his legal representative then this con-
 veyance to be null & void But if the said Reid should
 fail to pay the note & interest thereon at its maturity
 then the said L. W. Magruder may at the request of
 Samuel Magruder or his legal representative proceed
 to sell at public auction to the highest bidder for cash
 the aforesaid lands before the Court house at Canton
 in Madison Co State of Mississippi after giving thirty
 days publication of the same in some public Newspaper
 And the said L. W. Magruder shall after satisfying
 the aforesaid note & cost of advertising deliver the
 balance of the proceeds of the sale of the said James A. Reid
 Samuel Magruder reserves the right to appoint a successor
 to L. W. Magruder in case of his death or removal
 In testimony whereof the parties have hereunto set their
 seal & affixed their ~~seal~~ names

J. A. Reid 

I accept this trust L. W. Magruder 

\$100 U.S. Revenue Stamp & I accept this trust
 annulled & cancelled

State of Mississippi
 Madison County } Personally appeared before me
 E. D. Ward Clerk of The Probate of Madison County

James A. Reid & L. W. Magruder who acknowledged that they signed sealed & delivered the foregoing instrument as their act and deed and for the purposes therein specified on the day & date first above written and that the interlineation in the above deed in 5 & 11 line 1 page and 10 & 16 line 3 page were made before signing & delivering.

Given under my hand and seal of said Court this the 18th April A.D. 1868

E. D. Ward Clerk
By Dawson D.C.

James Brown of Twp for Record April 18th 1868
D. S. Baker Mortgaged Recorded April 24th 1868
Thomas Williams of State of Mississippi
Madison County

Know all men by these presents that this indenture made and entered into this the 18th day of April 1868 by & between James Brown of the county of Madison & State of Mississippi of the first part & J. S. Baker of the second part and Thomas Williams of the third part. Witnesseth that for & in consideration of the sum of ten dollars in hand paid to the party of the first part by the party of the third part the party of the first part with hereby bargain sell enfeoff & convey unto the party of the third part all of his right title and interest in & to the following described lands lying & being in the County of Madison & State of Mississippi as follows to wit: 5 1/4 of the NW 1/4 of S. 11 1/4 & the S 1/4 of NW 1/4 of S E 1/4 of Section 33 Township 9 Range 4 East containing one hundred and twenty acres more or less with tenements and appertinances therewith belonging also the following describe personal property to wit: A dark colored horse named Bill and a Dem mare mule named Pyb also a Mare named Mary also all of the growing crop of Cotton & Corn raised or to be raised upon the said land by the said Brown during the year ending Dec 31st 1868 to have and to hold unto him the said Williams his heirs and administrators and executors forever the said lands personal property & growing crop

In trust however & for the following purpose and covenants that the said Brown hath this day executed his certain promissory note in writing for the sum of three hundred & twenty dollars payable on the first day of November 1868 with interest at the rate of ten per cent per annum from the 18th day of April 1868 as to two hundred and twenty dollars and the balance to bear interest from the maturity of the said note at the same rate. Now if the said Brown shall will & only pay unto the said Baker said sum of Money mentioned in said note and all interest thereon that may be due when said note is due and payable then this deed

Dated in the 1st day of November 1868
and I acknowledge the fact of said debt being made by the Mortgagee & hereby release the said property and covenants
W. D. Jeffrey
Notary

to be void and of no effect, but should the said Brown fail at the maturity of said note to pay the same with all interest that may be due, then the Trustee Williams shall advertise said Real & personal property and all the crop of said Brown that may be raised by him upon his said lands during the year ending Dec 31st 1868 for sale by posting notice in writing of the time and place of same at the Court House door of Madison County for the space of ten days and when the time of sale shall have arrived the said Williams Trustee shall sell said land personal property and crop, or so much thereof as may be necessary to pay said note principal & interest and the highest bidder at auction for cash & from the proceeds he shall pay the costs of the execution of this deed in Trust and shall pay to the said Baskin the amount of money that may be due and payable to him upon said promissory note and the balance of the money if any that shall be arising from the sale of said lands & co shall be paid over to the said Brown. In Testimony whereof I have hereunto set my hand and seal this 18th day of April 1868. James Brown (Seal)

712 U.S. Revenue Stamps
annexed & cancelled

State of Mississippi }
Madison County } Personally appeared before me
Henry S. Foltz Jr. a Justice of the Peace in & for the
County of Madison & State aforesaid James Brown who
acknowledged that he signed sealed & delivered the
above foregoing instrument as his act and deed upon
the day & in the year year and for the purposes therein
mentioned. In Testimony whereof I have hereunto set
my hand & seal this 18th day of April 1868-
H. S. Foltz Jr. (Seal)

Jessie Brown. I filed for Record April 22nd 1868
To 3 Deep Trust - Recorded April 27th 1868

S. S. Shipp of State of Mississippi
3 Madison County. This indenture made & entered
into this 22nd day of April 1868 between Jessie Brown of the
first part - J. W. Mayson & D. C. Sanders merchants & trading under
the name & style of Mayson & Sanders of the second part - and S. S.
Shipp of the third part - all of the County & State aforesaid
Witnes that the said party of the first part - for & in consideration
of the sum of Five Dollars in hand paid at & before the signing
sealing and delivery of these presents the receipt whereof is here-
by acknowledged, hath bargained sold & conveyed & do by these presents
bargain sell & convey unto the party of the third part - thirty
head of Cattle now on my premises & on my possession marked
with a swallow fork on each ~~ear~~

to have & to hold the above described property unto the party
of the third part - his heirs & assigns and the party of the first
part - hereby warrant & will well defend the title to said above
described property unto the party of the third part - his heirs
& assigns against the claims of all other persons whomsoever

This indenture nevertheless is made upon the following trusts
and conditions that is to say: whereas the said party of the first
part is justly indebted to the said parties of the second part -
in the sum of One Hundred & Fifty Dollars & being desirous of
procuring the prompt payment of the sum of One Hundred &
Fifty Dollars has executed this ^{deed of} Trust: Now therefore if the said
party of the first part shall will & truly pay off satisfy & discharge
said One Hundred & Fifty Dollars to the satisfaction of the said
parties of the second part, then this deed shall be null & void
and of no effect

But if this said party of the first part shall fail or refuse to
pay said One Hundred & Fifty Dollars with 10% Int. from date
by the first day of November next then & in that event the
said party of the first part covenant to deliver up to said party
of the third part the property herein conveyed upon demand
& if not so delivered up it shall be the duty of the said
party of the third part to take possession of the same and to sell
the said above described property to the highest bidder for cash
before the Court House door in Canton or on the premises
of said party of the first part after giving fifteen days notice
by posting at three public places in the said County & State
aforesaid and after paying the expenses of executing this ^{Trust} deed
to apply the proceeds remaining first to the payment of the said
One Hundred & Fifty Dollars with Int. from date at 10% - 2nd to
pay over to the party of the first part any balance which may
remain after ~~the~~ paying off & satisfying the said One Hundred
& fifty Dollars with interest and all expenses which may be
incurred in and about the due and proper execution of this Trust

In Testimony whereof the said parties herunto set their names

Johnston Dec 11 1871

and affix their seals the day & year first above written

25 cts U.S. R. Stamp
Returned & Canceled

Jessie Brown
J. R. Mayson
D. C. Sanders
S. S. Shipp

State of Mississippi
Madison County
Personally appears before me M. M. Cooper Judge of the Probate Court in & for said County & Jessie Brown, J. R. Mayson, D. C. Sanders & S. S. Shipp who severally acknowledged that they signed, sealed & delivered the above & foregoing deed on the day & year therein mentioned and for the purposes and objects specified set forth as the act & deed of each one of them

Witness my hand & seal this 22nd day of April A.D. 1868

M. M. Cooper

George Moorman Sheriff filed for Record & Recorded April 28th 1868

State of Mississippi
Madison County
This deed of conveyance made & executed this 30th day of December A.D. 1867 by Geo Moorman Sheriff of Madison County and State of Mississippi and special commissioner of the honorable chancery Court of said County to Geo Gas January of County of _____ and State of Texas Witnesseth that by virtue of a decree of the Court aforesaid rendered 12th day of October A.D. 1867 the said decree being rendered in the case of Aris T. Light vs. Michael Augustine et al the herein described Real Estate was on the 30th day December A.D. 1867 exposed to sale to the highest & best bidder at public outcry for cash; within legal hours the time & place of such sale and the property to be sold having been first advertised by posting advertisements thereof in five public places in said County one of which was at the door of the Court House of said County for a period of thirty days previous to day of sale and the requirements of law in all things complied with at which sale the said Geo Gas January was the highest & best bidder bidding the amount of three hundred dollars which amount was applied first to payment of the costs of the same forty one & 45/100 and the residue two hundred fifty eight & 56/100 dollars was applied pro tanto towards the payment of the note in the said decree described & duly credited on said note by said Commissioner as directed by said decree which is referred to for the more certainty in explanation of this conveyance

In consideration whereof & of the additional sum of one dollar cash in hand this day paid by the said Geo Gas January to said Commissioner the receipt of which is hereby acknowledged The said Geo Moorman Sheriff & Special Commissioner as aforesaid hath this day bargained, sold, aliened & conveyed and by these presents doth hereby bargain & sell alien &

convey unto the said Geo Jas January the following described Real Estate lying being & situated on the Town of Sharon & County of Madison & State of Missis. as follows to wit: And more particularly designated as lots No 1 & 2 of square six of said town of Sharon

To have & to hold unto the said Geo Jas January the foregoing described Real Estate & his heirs forever together with all the appertinances thereunto belonging

Yet no individual warranty is to be construed against the said George Morrison he acting simply & solely in his capacity of Sheriff and Special Commissioner as aforesaid

In testimony whereof the said George Morrison as Sheriff and Commissioner as aforesaid hath hereunto set his hand and seal on the day & year first above written

50c U.S. R. Stamp
Annexed & cancelled

Geo Morrison Seal
Sheriff & Comr

State of Mississippi
Madison County

I Personally appeared before me E.D. Ward Clerk of the Probate Court of said County & State Geo Morrison Sheriff who acknowledged that he signed sealed & delivered the above instrument as his act & deed on the day & year therein mentioned & for the purposes therein specified

Given under my hand & the seal of said Court this 28th day of April A.D. 1868

E.D. Ward Clerk
By W.L. Dawson S.C.

Carroll Smith D. Filed for Record & Recorded April 28th 1868
To 3 Deed of State of Mississippi

Garrett & Calhoun Madison County I This deed of conveyance made & ~~dated~~ ^{executed} this 28th day of April A.D. 1868 by Carroll Smith to Singleton Garrett & S.S. Calhoun all of the County of Madison & State of Mississippi Witnesseth

That for & in consideration of the sum of four hundred dollars by the said Singleton Garrett and S.S. Calhoun to the said Carroll Smith cash in hand this day paid, the receipt whereof is hereby acknowledged: the said Carroll Smith hath this day bargained and sold and by these presents doth hereby bargain & sell alien & convey a room on the second floor up stairs of said Carroll Smiths Brick building first erected by him on the south side of the Public Square of the City of Canton County & State aforesaid said room being the south end of the second story of said building to have & to hold unto the said Singleton Garrett & the said S.S. Calhoun the above described room and to their heirs and assigns forever

Never thelp it is distinctly understood that this instrument shall not be construed as to convey or vest in said Smith

and Calhoun any title or interest in the lot of ground upon which said building stands nor in any portion of the said building except the said Room and incept & egress thereto & therefrom by the Stairway fronting on Peace Street in said City of Canton. And moreover it is distinctly herein intended that should said building be at any time destroyed by fire or any other means whatever then all interest right & title of the said Garrett & Calhoun in the premises aforesaid to totally cease & expire from the day & date of such destruction.

And moreover it is clearly intended that it is an additional part of the consideration of this instrument - That the said Garrett and Calhoun shall make such use of said Room as to cause no injury or damage to the other portions of said building and shall keep in good repair the roof & walls over and about the said Room so conveyed to said Garrett & Calhoun by said Smith.

In testimony whereof the said Carroll Smith hath hereunto set his hand & seal on the day & Year first above written

50^{cts} U.S. Re Stamp
Annexed & Cancelled

Carroll Smith (Seal)

State of Mississippi

Madison County I personally appeared before me Henry S. Fole Jr a Justice of the Peace in & for the County of Madison & State of Mississippi Carroll Smith who acknowledged that he signed sealed & delivered the above & foregoing instrument as his act & deed upon the day & in the year & for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand & seal this the 28th day of June 1868.

Henry S. Fole Jr (Seal)

Jonas P Moore wife of Filed for Record & Recorded May 5th 1868
To 3 Deed 9
J. A. Shelby 3

This Indenture made & entered into this fourth day of January year of our Lord one thousand eight hundred & sixty eight between Jonas P Moore & his wife Etheldra A Moore both of the County of Yazoo State of Mississippi parties of the first part & J. A. Shelby of the County of Madison State aforesaid party of the second part Witnesseth that the parties of the first part for & in consideration of the sum of seven hundred & fifty dollars in gold to them in hand paid by the party of the second part before the delivery hereof and the receipt of which is hereby acknowledged have given granted bargained sold & conveyed unto the said J. A. Shelby party of the second part his heirs & assigns forever all that tract or parcel of land lying in Madison County State aforesaid and described as the east half and the East half of North West Quarter of section twenty five Township eleven (11) Range five East containing four hundred acres more or less together with all the rights and appurtenances therunto belonging to have & to hold unto him the said party of the second part his heirs & assigns in fee simple forever And the parties of the first part hereby covenant and bind themselves and their heirs forever to warrant & defend the title of the above described premises unto the party of the second part his heirs and assigns forever against the claims of all persons whatsoever claiming the same of any part thereof By testimony whereof the said parties have hereunto set their hands & seals the day & year first above written

J. P. Moore
E. A. Moore

U.S. R. Stamp
Annexed & Cancelled

State of Mississippi Personally appeared before me S. Gal
Yazoo County Justice of the Peace of the said
County of Yazoo they within named Jonas P Moore who
acknowledged that he signed sealed and delivered the foregoing
deed on the day and year therein mentioned as his act & deed
Also the within named Etheldra A Moore wife of the said Jonas
P. who on a private examination by me apart from her said
husband acknowledged that she signed sealed and delivered
the same as her voluntary act & deed freely without any fear
threats or compulsions of her said husband

Given under my hand this 24th day of April A.D.
1868

S. Gallinger J.P. Seal

Satisfied in full by order of Jno. T. Sorby of June 19th 1870
Enclosing Release of Geo. Teasem Trustee dated July 17th 1870
J. S. Jeffers

Jno. T. Sorby & Filed for Record & Recorded May 3rd 1868
 To: Geo. Teasem Trustee
 Boyd & Martin }
 his Executors }

This indenture made this 30th day of February 1868 between Jno. T. Sorby of Hinds County Mississippi of the first part and Melton M. Boyd & Edward W. Martin of the City of New Orleans La and Parish of Orleans and State of Louisiana of the second part and George Teasem Trustee of the County of Hinds and State of Mississippi of the third part Witnesseth that the said Jno. T. Sorby for the consideration herein after mentioned hath given granted bargained sold & conveyed and by these presents do give grant bargain sell & convey unto the said Teasem his heirs and assigns a certain tract of land situate lying & being in the County of Hinds and State of Mississippi known and designated as follows E 1/2 S W 1/4 & N 1/2 S E 1/4 of Sect 34 Township 7 Range 1 East and N 1/2 & E 1/4 E 1/2 N W 1/4 and S 1/2 of N 1/2 of S W 1/4 66 acres of N part E 1/2 S W 1/4 and N 1/2 of W 1/4 of S E 1/4 of Sect 3 Range 1 East in all 478 1/2 acres being my home place and also the following mules & horses Oxen Cows Farming utensils &c to wit: - Bet a dark bay mare mule Kate a mare mule of dark brown color Jake a horse mule of light brown or mouse color Mary a mare mule light brown & mouse color Bay horse Jim a red or deep bay Puss a white mare with grey mane & tail Jack a horse mule dark brown or near black Two Milch Cows and calves & three yearlings and also the crops of Cotton & Corn to be planted & grown on said plantation in pursuance of an act of The Mississippi Legislature passed & approved on the 18th Febry A.D. 1867 To have & to hold the above granted land and premises stock tools crops &c to the said Teasem his heirs & assigns forever and the said Jno. T. Sorby for himself his heirs executors and administrators do covenant and agree to & with the said Teasem his heirs & assigns that he is lawfully seized in fee of the above granted land and premises that it is free from all incumbrances that he has a good right to sell and convey the same to said Teasem as aforesaid and that he will warrant and defend the titles to the same to the said Teasem his heirs and assigns forever against the lawful claiming of all persons whatsoever But this deed is made in trust for the following uses & purposes and none other to wit: The said Jno. T. Sorby is indebted to the said Boyd & Martin in the sum of one thousand dollars as is evidenced by his note as follows to wit: Ten months after date being the same as this deed he promises to pay to Boyd and Martin or order at their office in New Orleans the sum of one thousand dollars and 8% interest after maturity until paid & value received The said party signing his name to the same in the note as expressed and 8% interest per annum after maturity until paid & This note is secured by a deed of Trust duly & lawfully stamped: And the said Jno. T. Sorby being desirous to secure and make certain the payment of the same Therefore

it is hereby covenanted & agreed by and between the parties to this deed that in case the said Jno T. Sorsby pays or causes to be paid the above described note at or before the maturity of the same then this deed to be thereby satisfied discharged and void and the said Team Trustee shall reconvey by quit-claim the said land stock tools crops &c to the said Jno T. Sorsby. But if the said Jno T. Sorsby fails to pay or cause to be paid said note or any part of the same at maturity then the said Team as Trustee after giving thirty days notice of the time place and terms of sale by advertising in one of the newspapers published in Jackson Mississippi may expose the said land premises tools stock crops &c at the time and place designated in said advertisement to public sale and sell the same to the highest bidder for cash and appropriate the proceeds first to the payment of the ^{necessary} expenses expenses and costs of the Trust and this sale thereafter secondly to the payment and satisfaction of all that may remain unpaid on said note whether due or not due deducting legal discount from all sums not due nor bearing interest and any balance of said debt not paid by such sale shall then & thereafter be & remain due and the subject of immediate suit and thirdly pay the balance if any there be to the said Jno T. Sorsby his executors administrators or assigns - and the said Jno T. Sorsby for himself his heirs and assigns in case of said sale under this deed of Trust hereby waives all rights of redemption in and to the said land and premises under & by virtue of the laws of the state of Mississippi And the said parties in interest hereby waive the necessity of said Trustee making oath or giving bond and security for the execution of said Trust as required by the laws of Mississippi. Jno. Mitrop whereof the said Jno T. Sorsby has herewith attached his hand and affixed his seal the day and date above written.

1.00 U.S.P. Stamp
 Annulled & Cancelled

Jno T. Sorsby

State of Mississippi }
 Itinds County } Personally appeared before me the undersigned Justice of the Peace Jno T. Sorsby who acknowledged that he signed sealed & delivered the foregoing instrument of writing for the purposes therein named on the day and year therein written given under my hand & seal this 4th day of April 1868
 J. H. Boyd, J. P.

Geo Mooman Sheriff Filed for Record & Recorded May 6th 1868
 No 3 State of Mississippi
 James R Brooke Madison County This indenture made this fourth of May Eighteen hundred & sixty eight between Geo Mooman Sheriff of Madison County and State of Mississippi of the one part and James R Brooke of the other part Witness that the said George Mooman as such Sheriff of said County on the land herein described as the property of A.C. Scott by virtue of process of Execution and to satisfy the amount thereof namely one writ of fieri facias issued from the Clerks office Circuit Court of Madison County on the 2nd day of March 1868 and returnable on the third Monday of August 1868 an abstract of which is as follows to wit:

Number	Style of Suit	Date of Judgement	Amount of Judgment ^{of costs}	Remarks
4251	Geo R Brooke vs A.C. Scott	Aug 25 th 1866	\$500.00	Fieri Facias

against the goods lands &c of A.C. Scott and having duly advertised the day & place of sale for ^{the first} three weeks in a public newspaper called The Canton Mail did on the first day of May 1868 it being the fourth day of said month at the Court House of said County of Madison according to law expose the said land to public outcry for cash and then and there James R Brooke became the highest bidder and purchaser thereof at and for the sum of twenty five dollars which sum James R Brooke then and thereupon presently paid to said Geo Mooman as such Sheriff therefore the said Geo Mooman Sheriff as aforesaid in consideration of the premises does hereby bargain sell grant alien enfeoff and convey to James R Brooke the land as sold described as follows to wit E 1/2 N 1/4 & N 1/2 S 1/4 & 25 acres off the W side of E 1/2 of N 1/4 all in section 13 T 10 R 5 E containing by estimation one hundred and eighty five acres more or less all lying & being in Madison County State of Mississippi to have & to hold the land aforesaid with the appurtenances thereunto belonging to the said James R Brooke and his heirs and assigns forever and the said Geo Mooman as Sheriff as aforesaid does warrant and will defend the same to said James R Brooke and his heirs &c free and quiet of the right title and interest of the said A.C. Scott both in law and in equity and of all & every one claiming or to claim under or through him so far as he the said Sheriff by virtue of the process proceeding sale & purchase aforesaid and the law in such case can or may warrant and defend; but only officially and in no other manner or degree whatsoever

In testimony whereof the said Geo Mooman as Sheriff aforesaid hereunto set his name & seal on the day & year first aforesaid

50cts U.S.R Stamp annexed & cancelled

Geo Mooman Sheriff

State of Mississippi
 Madison County } Personally appeared before me E. D. Ward
 Clerk of the Probate Court of said County Geo. W. Hornman
 who acknowledged that he signed sealed & delivered the
 within deed as his act and deed on the day & year therein
 mentioned and for the purposes therein expressed
 Given under my hand and seal of said Court
 this the 5th day of May A.D. 1868
 E. D. Ward Clerk
 By W. B. Dawson S.C.

D. O. Sullivan } Filed for Record & Recorded May 27th 1868
 To } Mortgage } State of Mississippi }
 Ann Collier } Spina County } This deed of Mortgage
 made this 28th day of April A.D. 1868 between D. O. Sullivan
 and Ann Collier Witnesses

That whereas D. O. Sullivan is planting in Madison County
 Mississippi and is desirous of obtaining supplies of Corn
 Wheat and to carry on his farm; and whereas further the
 firm of Allen and Ligon of Jackson Missi have agreed
 to furnish the same to the amount of two hundred and fifty
 dollars upon the guarantee endorsement and suretyship of Ann
 Collier above mentioned;

And whereas The said D. O. Sullivan and Catherine his wife
 are desirous to secure the said Ann Collier against all loss
 and damages in said guarantee aforesaid

Now in consideration of the foregoing the said D. O. Sullivan
 and Catherine his wife do bargain sell alien and convey to said
 Ann Collier the following property viz: Eight head of Cattle
 now on Sullivan's plantation place and the crop of Cotton and
 Corn now growing on said farm hereinafter described
 And they said Sullivan and wife do further bargain sell & convey
 the following lands viz the north half of the east half of South
 West quarter and the north half of the West half of the South
 East quarter all of Section 19 Township 7 Range 1 East to have
 and to hold the same with the appurtenances to the said
 Ann Collier her heirs and administrators and executors

But this consideration is herewith annexed that if the said
 D. O. Sullivan shall on or before the first day of January 1869 well
 and truly pay and satisfy to the said Allen & Ligon the said
 sum of \$65.00 for such supplies as to him advanced, at the
 instance and request of Ann Collier or such part as may be
 received by him and then remain due and unpaid then this
 deed is to cease and be void otherwise to remain in full
 force and effect

50c U.S. R. Stamp } D. O. Sullivan (Seal)
 Annexed & Canceled } G. O. Sullivan

State of Mississippi
 Spina County } Personally appeared before me

J. H. Boyd an acting Justice of the Peace in and for said County and State of said D. O. Sullivan who acknowledged that he signed sealed and delivered the within and foregoing deed of conveyance at the time and for the purposes therein set out and further appeared Catherine O. Sullivan who being by me first privately examined separately and apart from her husband said that she signed sealed and delivered the same of her own free will and without threats compulsion or force on the part of her said husband or any person whatsoever
 Given under my hand and seal this the 28th day of April 1868

J. H. Boyd J. P. Seal

T. J. Drane and wife } Filed for Recd. May 8th 1868
 To } Recorded May 11th 1868
 Montfort Jones } State of Mississippi }
 } Madison County } This deed made
 this the eighth day of May in the year of our Lord Eighteen hundred & sixty eight between T. J. Drane and M. A. Drane his wife of the first part and Montfort Jones of the second part all of the County of Madison and State of Mississippi Witness that the said T. J. Drane and M. A. Drane his wife for and in consideration of the sum of Three Thousand dollars to them in hand paid on the above day and date by the said Jones do hereby grant bargain sell and convey unto him the said Jones his heirs and assigns the following property or real estate known and described as follows viz Beginning at the intersection of Liberty and Fulton Streets in the town of Canton Madison County Mississippi and being a part of Lot No 1 and four in square No one as laid off by Geo. Priscoe and running with Fulton Street East two hundred feet to the property of A. P. Hill thence South one hundred and five feet thence West two hundred feet thence north along Liberty Street one hundred and five feet to the beginning together with all the tenements and hereditaments thereunto belonging and appertaining to have and to hold to the said Jones his heirs and assigns forever And the said T. J. Drane and M. A. Drane for themselves and their heirs and assigns do hereby covenant to and with the said Jones his heirs and assigns that they will forever warrant the title of the said premises herein before described against against the claims of all and every person whatsoever On witness whereof the said T. J. Drane and M. A. Drane have hereunto set their hand and affixed their seal the day and year above written

T. J. Drane Seal
 M. A. Drane Seal

#3 U.S.R. Stamp
 annexed and cancelled

State of Mississippi
Madison County } Personally appeared before me S. D. Ward
Clerk of the Probate Court of said County P. J. Drane and
Mrs. M. Drane his wife who severally acknowledged that they
signed sealed and delivered the within deed on the day and year
therein mentioned as their act and deed And that said M. Drane
being examined by me privately apart from her said
husband acknowledged that she signed sealed and delivered
said deed freely without any fears threats or compulsion of
her said husband as her voluntary act and deed
Given under my hand and the seal of said
Court this 8th day of May A. D. 1868
S. D. Ward Clerk

W. Harrington } Filed for Record May 11th and Recorded May 17th 1868
To } Deed Trust } State of Mississippi }
Jno. W. Downs } Madison County } This deed & trust made
this the 15th day of April A. D. 1868 between W. Harrington
James Simpson and J. W. Downs Witnesses that said W. Harrin-
gton is indebted to said James Simpson in the sum as specified
in the note as herein described to wit: For value received of him
I promise to pay on the first day of November next James Simp-
son the sum of Twenty seven hundred & fifty dollars in gold with
interest of ten per cent in kind. April 15th 1868. W. Harrington
And his wife Isabella Harrington being anxious to secure said Simpson
in the payment of the above sum of money has on the date hereof
bargained sold and conveyed to the said John W. Downs and by these
presents does bargain and sell to said Downs the following tract
or parcel of land situated lying and being in the County of Madison
State of Mississippi to wit: The west half of Section fifteen
and the South East quarter of Section nine all of Township Eleven
Range four East containing by estimation four hundred and eighty
acres more or less and his future crop of Cotton and Corn growing
and to be grown on the above land for the present year
together with the nine mules now employed on said place
On trust however to secure the payment of said sum of money
in kind by the 1st day of November A. D. 1868. Should the said
W. Harrington fail to pay the said money by the date above
written then in that case it shall be the duty of John W. Downs
to advertise for thirty days the property hereby conveyed and to
sell the same to the highest bidder for Cash and apply the
proceeds thereof to the payment of the above indebtedness and
the necessary expenses of this trust
And if at any time before the above debt is paid said
James Simpson should apprehend danger from the removal of said
property from the place it shall in that case be the duty of
said John W. Downs to take possession of the same for the above
purposes.

In testimony whereof we have now set our hands and seals this 30th day above written

I accept this trust
I accept this trust

W. Harrington
J. Harrington
J. W. Davis
James Simpson
James Simpson Jr
Whitfield Harrington

Seal
Seal
Seal
Seal
Seal
Seal

\$3.00 U.S. P. Stamp
Annexed & Cancelled

The State of Mississippi
Madison County
Whitfield Harrington the maker of the foregoing instrument and his wife Isabella Harrington came personally before me William Davis Jr a Justice of the Peace of said County of Madison and acknowledged that they signed sealed and delivered it for the purposes and consideration therein specified as their own proper act and deed given under my hand and seal the sixteenth day of April A.D. One thousand eight hundred and sixty eight
Subscribed and acknowledged
before me
W. Davis Jr. J.P. Seal
W. Harrington
Isabella Harrington

W. S. Bailey
M. J. McKie
Margaret McKie
To 3
Benjamin S. Ricketts Jr
Filed for Record May 11th 1868
Recorded May 11th 1868
State of Mississippi
Madison County
Know all men by these presents that Michael J. McKie and Margaret McKie his wife and Wm S. Bailey all citizens of the County of Madison and State of Mississippi have this day sold and do hereby bargain sell and deliver unto Benjamin S. Ricketts Jr Executor and chief legatee under the last will and testament of Mary P. Fort deceased for the sum of seven hundred dollars cash in hand paid and the receipt of which is hereby acknowledged the following described property to wit: Lot seven in square eight as laid down in the plat of the City of Canton of Record in the office of the Probate Clerk of the County of Madison being the lot immediately east of and adjoining the lot occupied by Mrs Sarah J. Salmon and immediately north of and adjoining the lot on which Grace Church is situated containing more or less one hundred feet front by two hundred feet back and they do hereby bind themselves their heirs Executors Administrators and assigns to warrant and defend the title to said lot against themselves or any person whatsoever claiming or to claim under them or against the claim of any other person whatsoever
In witness whereof they have hereunto set their hands & seals this 25th day of September 1866
M. J. McKie Seal

\$1.00 U.S. R. Stamp
Impressed & Cancelled

Margaret M. Mc Kie
Will S. Bailey

State of Mississippi }
Madison County } Personally appeared before me
Thomas L. Hart a member of the
Board of Police in and for said County the within
named Michael J. McKie who acknowledged that he
signed sealed and delivered the foregoing deed on the day and
year therein mentioned as his act and deed also personally
appeared before me Margaret McKie wife of the above Michael
J. McKie who being examined by me separate and apart from
her above mentioned husband and upon being questioned by me
touching the manner in which she executed the same acknowledged
that she signed sealed and delivered the within deed of her own
free will and accord as her voluntary act and deed freely
without any fear threats or compulsion of her husband
Given under my hand and seal this 20th day
of Sept 1866

Thomas L. Hart
M. B. P.

State of Mississippi }
Madison County } Personally appeared before me
E. D. Ward Clerk of the Probate Court of said County William
S. Bailey who acknowledged that he signed sealed and
delivered the foregoing deed on the day and year therein mention
ed as his act and deed

Given under my hands and the seal of said Court
this twenty eighth day of September A.D. 1866
E. D. Ward Clerk

E. B. Pisdale } Filed for Record May 11th 1868
To } Recorded May 12th 1868

Robt. T. Cheek } State of Mississippi }
Wm. A. Cheek } Madison County } This indenture made and
entered into this 22nd of April in the year of our Lord One thousand
and Eight hundred and sixty eight between Edward B. Pisdale
of the County of Madison and State of Mississippi of the
first part and Robert T. Cheek and Wm. A. Cheek of
the same County and State of the second part Witnesseth
that the said Edward B. Pisdale hath this day for and in
consideration of the sum of Four hundred and seventy five
dollars to him in hand paid the receipt of which is hereby
acknowledged hath this day granted bargained and sold
to the said Robert T. Cheek and Wm. A. Cheek a certain tract
or parcel of land lying and being in the County of Madison
and State of Mississippi designated as follows to wit: The
West 1/4 of South East quarter of Section twenty four in
Township ten of Range four East containing eighty acres and

forty one hundred sixths of an acre and the east half of the South East quarter of Section twenty four in Township Ten of Range four East containing eighty acres and forty one hundredths of an acre and the North East Corner of Section Twenty five in Township Ten Range four East running south 20 poles thence 40 poles west thence 20 poles North thence 40 poles to the beginning containing five acres to have and to hold the above described land free from the claims of my heirs Executors administrators and assigns forever and also I forever will defend the title to the said Robert T. Cheek and Wm A. Cheek their heirs administrators and assigns forever against the claim or claims of all or any person whatsoever

50 U.S. P. Stamp
 America and Canceled
 E. B. Tisdale Seal

State of Mississippi
 Madison County Edward B. Tisdale the maker of the deed on the opposite side of this paper made by him to Robert T. Cheek and Wm A. Cheek and acknowledged that he signed sealed and delivered it for the consideration and purposes therein specified as his own proper act and deed given under my hand and seal the twenty fourth day of April One thousand eight hundred and sixty eight

Subscribed & acknowledged
 before me
 Wm Davis Jr. J.P.

P. C. Ballou filed for Record and Recorded May 12th 1868
 No 3 State of Mississippi
 Mrs S. J. Frost Madison County This indenture made and entered into this the 11th day of May A.D. 1868 by and between P. C. Ballou of the first part and Mrs S. J. Frost of the second part Witness that for and in consideration of the sum of Two Thousand dollars to him cash in hand paid the receipt whereof is hereby these presents acknowledged doth hereby renounce release and quit claim and both by these presents renounced and convey by quit claim deed unto the party of the second part one third interest in the following lands and grounds lying and being in the town of Canton State of Mississippi County of Madison known and described as follows two certain lots or parcels of land one lot beginning at the North East corner of Lot no 4 Square No 6 according to the original plot of the town of Canton running East with Peace Street 20 feet thence South 200 feet thence West twenty feet thence North two hundred feet to the beginning Another lot described as follows to wit five feet front running back South two hundred feet on the east side of the West half of Lot No 3 of Square No 6 of said original plot together with all and singular the buildings tenements and hereditaments

I acknowledge payment in full of the entire amount due
 Note August 6 or 1868
 Mrs S. J. Frost

The rights appertaining to have and to hold unto the said party of the second part her heirs and assigns free from the claim of the party of the first part and those claiming under him It being fully understood between the parties hereto that the party of the first part is only to make a quit claim conveyance herein to only one third of the above described real estate with the improvements thereon

In testimony whereof I have this day set my hand and affixed my seal this the day and year first above written

U.S. P. Stamps
Annexed & Cancelled

Thos C Ballou seal

State of Mississippi
Madison County } Personally appeared before me E. D. Ward Clerk of the Probate Court of ^{Madison} Madison County and State the above named Thos C. Ballou who acknowledged that he signed sealed and delivered the foregoing deed of conveyance as his own act & deed and on the day and year therein written

Given under my hand and seal of said Court this the 11th day of May A.D. 1868
E. D. Ward Clerk

J. R. Powell } Filed for Record May 5th 1868 Recorded May 12th 1868
v. } State of Mississippi
3 }
Mrs S. J. Frost } Madison County

This indenture made and entered into this 3th day of May 1868 by and between J. R. Powell of the first part & Mrs S. J. Frost of the second part all of the County of Madison & State of Mississippi Witnesseth that for and in consideration of the sum of two thousand dollars in hand paid by the party of the second part unto the said party of the first part The receipt whereof is hereby acknowledged by these presents the said parties of the first part doth bargain grant sell & convey and both by these presents bargained granted sold & conveyed unto the party of the second part her heirs and assigns the following tract or parcel of land together with all the improvements thereon Situated and lying and being in the city of Canton State of Mississippi known and described as follows the wit 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 to have and to hold unto the party of the second part her heirs and assigns &c. all of the foregoing parcel of land and all the buildings & improvements thereon and appurtenances thereto appertaining forever And the said party of the first part for himself his heirs & assigns and administrators &c

do by these presents covenant and agree to and with the said party of the second part his heirs assigns &c forever to warrant and defend the title of the above granted plea and appertinances against the claims of all persons whatsoever In testimony whereof I have this day set my hand and affixed my seal the day and year above written

J. R. Powell (Seal)

Exp^d U.S. R. Stamps 3
 Annul & Cancelled 3

State of Mississippi,
 Madison County } Personally appeared before me E. D. Ward
 Clerk of the Probate Court in and for said County J. R. Powell
 who acknowledged that he signed sealed & delivered the foregoing
 deed as his act and deed and for the purposes therein expressed
 and on the day and year therein mentioned
 Given under my hand and seal of said Court at
 Office in the City of Canton this 5th day of May AD 1868
 E. D. Ward Clerk

E. A. Stebbins Admr } Filed for Record & Recorded May 12th 1868
 To }
 Jno P. Sharp } State of Mississippi
 } Madison County } This indenture made
 and entered into this 12th day of May AD 1868 between E. A.
 Stebbins administrator of the estate of James Smith party
 of the first part and Jno P. Sharp party of the second
 part Witnesses that whereas the Probate Court of Madison
 County at the March Term AD 1868 thereof did authorize
 the said E. A. Stebbins as administrator to sell the lands
 herein after conveyed; and whereas the said E. A. Stebbins
 did advertise said lands in the manner and for the time
 required by law and the same was exposed to sale at
 the Court House door in the City of Canton on the 11th day of
 May AD 1868 and at such sale the said party of the second part became
 the highest and best bidder for the sum of two hundred
 and thirty dollars and has actually paid the same in Cash.
 Therefore in consideration of the premises the said E. A. Stebbins
 Administrator as aforesaid, has bargained sold alien & conveyed
 and by these presents doth bargain sell alien and convey
 to the party of the second part the following described land
 namely, The 1/2 of 1/2 of S. 1/4 of Section 31 Township 11 Range
 3 East and the 1/2 of N. E. 1/4 of Section 6 Township 10 Range
 3 East lying and being in Madison County State of Mississippi
 appx and containing by estimation one hundred and twenty
 acres more or less To have and to hold the same to the party
 of the second part his heirs and assigns forever and the said
 E. A. Stebbins doth by these presents agree to warrant and defend
 the title to the said land to the party of the second part
 his heirs and assigns free from the claim or claims of any

of any person claiming or to claim the whole or any part of the same so far as he is authorized to do so by the decree of said Court but no farther and in no other manner whatsoever In witness whereof the said party of the first part has hereunto affixed his hand and seal this day and date above mentioned
 50¢ U.S. R. Stamp }
 E. A. Stebbins } Seal
 Annexed & Cancelled }

State of Mississippi }
 Madison County } Personally appeared before me E. D. Ward Clerk of the Probate Court E. A. Stebbins administrator of the estate of James Smith deceased who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed
 Given under my hand and the seal of said Court
 This 12th day of May A.D. 1868
 E. D. Ward Clerk

Jno. Wolf } Filed for Record May 2nd A.D. 1868
 10.3 Deed Trust } Recorded May 12th 1868
 W. A. Steele } State of Mississippi
 Madison County }

This deed made and entered into this the 6th day of March 1868 by and between John Wolf of the first part W. A. Steele of the second part and Thos. C. Ballou of the third part all of the County of Madison and State of Mississippi Witnesseth that the said party of the first part is indebted to the said party of the third part in the sum of nine hundred and ninety dollars borrowed money as evidenced by his note bearing date with this deed and due and payable on the first day of December next and the said party of the first part being desirous of further securing the said party of the third part in the prompt payment of said sum of money when the same may due and payable. Now therefore the said party of the first part does grant alien & convey unto the said party of the second part all his interest of every kind whatsoever in and to the following lot of Mules. Mouse colored Mule Molly. Brown mule Wiley. Bay mule Jopustan Bay mule Elisa Gray mule Selim Gray mule Rose Gray mule Pat. Brown mule Wiley also his entire crop of Cotton & Corn grown on his place the present year.

But this conveyance is made upon the trusts and limitations following. 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 herein fixed for the payment of the same 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 at the request of the said party of the third part or his legal representatives after giving thirty days notice of the time and place of sale in the same news paper published in Canton to proceed to sell at public

at Request of W. A. Steele Trustee I gave this 3rd day of January A.D. 1873 date filed the within Deed of J. Wolf
 W. A. Steele
 W. A. Steele

outcry before the Court House door of said County of Madison The mules and other property aforesaid to the highest and best bidder for cash and shall make a deed or bill of sale to the purchaser and out of the proceeds of said sale he shall pay the expenses of the execution of said trust next the amount due and unpaid to the said party of the third part or his legal representative and balance if any remain he is to pay over to the said party of the first or his legal representatives.

In the mean time the said party of the first part is to retain possession of said property.

And the parties hereto set their names and seals the ~~day~~ ^{day} and year first above said.

Just

Richard Martin

John Ward Clerk
W. A. Steele
Thos. C. Ballou

7700 U.S. Post Stamp
Annexed & Cancelled

State of Mississippi

Madison County Personally appeared before me E.D. Ward Clerk of the Probate Court of said County John Ward who acknowledged that he signed sealed and delivered the above and foregoing instrument as his act and deed on the day and year therein stated and for the purposes therein specified.

Given under my hand and the seal of said Court

This 29th day April A.D. 1868.

E.D. Ward Clerk
By W.L. Dawson D.C.

M.M. Cooper by Filed for Record & Recorded 15th day of May 1868
10 3 Ind Claim 3 State of Mississippi

Richard A. Martin 3 Madison County 3 This indenture made and entered into this the fifth day of November A.D. 1866 by and between M.M. Cooper of the first part and Richard A. Martin of the second part both of the County of Madison and State of Mississippi. Witness that the party of the first part for and in consideration of the sum of fifty three dollars the receipt whereof is hereby acknowledged by the party of the first part from the said party of the second part hath promised released and quit claimed and by these presents doth promise release and quit claim unto the said party of the second part and to his heirs and assigns forever all that certain piece or parcel of land lying and being situated in said County and State known and described as follows to wit: North half (N 1/2) of East half (E 1/2) of South East quarter (S E 1/4) of Section thirty six (36) Township Twelve (12) Range (5) Three East containing by estimation forty acres to the same more or less.

To Have and to hold all and singular the above mentioned lands together with all and singular the tenements hereditaments and appurtenances therunto belonging or in any wise appertaining unto the said party of the second part his heirs and assigns forever In witness whereof the said party of the first part hereunto sets his hand and seal the day and year first above written

50c U.S.R. Stamp

M. M. Cooper seal

Annexed and Cancelled

State of Mississippi
Madison County } Personally appeared before me E. D. Ward
Clerk of the Probate Court for said County the within named
M. M. Cooper who acknowledged that he signed sealed and
delivered the foregoing deed on the day and year therein men-
tioned as his act and deed

Given under my hand and the seal of said
Court this the 14th day of May A.D. 1868

E. D. Ward Clerk
By Dawson D. C.

George Washington } Filed for Record & Recorded May 16th 1868
Allen & Ligon } Recorded May 20th 1868
E. Varden } 3

This Indenture made and entered into by and between George Washington of the first part Allen & Ligon & E. Varden of the second part & his W. Sullivan of the third part The said George Washington and E. Varden of Madison County and Allen and Ligon of Hinds County and State of Mississippi on this the 21st of March 1868 Witnesseth that the party of the first part for and in consideration of the sum of six hundred & eighty seven 99/100 dollars advanced by the party of the second part in goods ware and plantation supplies to the party of the first part for the purpose of assisting the said party of the first part in the cultivation of said parties crops of Corn Cotton Peas & Potatoes and all other crops to be by the said party grown on the plantation of E. & S. Varden in the County of Madison State of Mississippi cultivated by the said party of the first part during the year 1868 Both grant and bargain sell to the party of the third part for the use and benefit of the parties of the second part all of the said crops of every description and character to be by the party of the first part grown on the said plantation cultivated by the first part during the year A.D. 1868

Together with all the farming utensils improvements &c. To have and to hold for the use & benefit of the party of the second part forever said party of the first part consenting and agreeing to warrant and defend title to each and every species of said property against the claim of each and every person from whomsoever claiming. The above conveyance is made

upon the following express trusts to wit:
 1st If party of the first part shall pay and satisfy parties of the second part in full the sum of money which said party of the first part is indebted to party of second part by virtue of said parties agreement in this conveyance for supplies furnished &c. to said party of the first part on the first day of January 1868 - Then in the event such payment and satisfaction by said party of the first part to the said party of the second part made this deed of conveyance to be void.

2nd If said party of the first part shall fail neglect and refuse to pay and satisfy the sum which said party is indebted to parties of the second part by virtue of the terms of this conveyance on the first day of December 1868 - then in that event it shall be the duty of the party of the third part upon notice of the party of the second part to take possession of all said property in this deed set forth and described and after posting notice of sale of same in three public places in the county and state fifteen days prior to such sale and then proceed and sell on the premises of party of first part at public vendue to the highest bidder or bidders for cash all of said property or so much thereof as may be necessary to pay and satisfy all costs of sale and full amount of principal due and owing said party of second part from said party of first part by virtue of the agreement in this conveyance contained.

3rd Should the party of the third part from any cause fail or refuse to execute or perform the conditions of this trust when instructed by the parties of the second part, required then in that event the party of the second part shall make application to the Probate Clerk of the said county and state who shall have power and is hereby authorized to appoint another trustee to execute and perform each and every condition of this trust as fully as the original trustee named in the conveyance could have done. In testimony whereof we have hereunto signed our names and affixed our seals on the day and year first above written.

Signed and acknowledged before me this 21st day of March 1868.
 J. W. Boyd J. D.

George Washington
 Notary Public

Allen & Sigon

36^c U.S. R. Stamp
 Annexed & Cancelled

E. Virdein

Silas Allen & wife }
In 3 Deed }
Michael Mara }

Filed for Record & Recorded May 20th 1868.

This Deed of conveyance made and entered into this 25th day of December Eighteen Hundred and Sixty Seven between Silas Allen and Parshiba Allen his wife of the first part and Michael Mara of the second part all of the County of Madison and State of Mississippi: That the said party of the first part for and in consideration of the sum of Two Hundred and fifty Dollars to them in hand paid the receipt whereof is hereby acknowledged at and before the signing sealing and delivery of these presents have bargained and sold and do hereby bargain sell alien and convey to the said party of the second part a certain parcel or tract of land lying and being in the County and State aforesaid and known and designated as follows: Beginning at a stake on the East side of the Road leading from Camden to the Artesian Springs and on the Section line between Section thirteen and twenty four and running along said Road South 40 1/2° East four chains and 75 links thence South 31° East seven chains and eighty links to a pine tree thence North 57° East nine chains thence due North five chains and twenty links to before named Sectional line and thence West on said Sectional line fourteen chains and twenty five links to the beginning and containing in all nine and a quarter acres more or less to have and to hold the said tract or parcel of land with the improvements and appurtenances thereto belonging or in anywise appertaining to the said party of the second part his heirs Executors Administrators and assigns forever and the said party of the first part do covenant with said second party that they will warrant and forever defend the same to him and his heirs or the assigns under him forever and against the right title or claim of themselves or either of them and their heirs and of any and all persons whatsoever. In testimony whereof the said party of the first part have hereunto set their names and affixed their Seals the day and date first above written

{ 50 cts U.S. Revenue Stamps }
{ annulled & cancelled }

Silas Allen Seal
Parshiba Allen Seal

In the State of Mississippi
Madison County

Before me S W Grafton an acting Justice of the Peace in the above named County of Madison this day personally appeared Silas Allen and Parshiba Allen his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and date therein written and for the considerations and purposes therein

specified as their proper act and deed. Then came Mrs
Barbara Allen the wife of the said Elias who on a private
examination separate and apart from her husband acknowl-
edged that she signed sealed and delivered the fore-
going deed as her ^{own} voluntary act without any
fear threats or compulsion from her husband.

Given under my hand and seal this the
15th day of February A.D. 1868
G. W. Crofton Seal

U. N. Farmer } Filed for Record May 16th 1868

To } Mortgage } Recorded May 22nd 1868

S. N. Nichols } State of Mississippi }

} Madison County } This indenture made and
entered into this thirteenth day of May A.D. eighteen hundred
and sixty eight between U. N. Farmer of the County of Mad-
ison and State of Mississippi of the first part and Isaac
N. Nichols of same County and State of the second part.

Witnesseth that the said party of the first part for & in
consideration of the sum of two hundred dollars to him in
hand paid the receipt whereof is hereby acknowledged
hath bargained sold & conveyed and doth by these presents
bargain sell & convey unto the said party of the second
part the following described lots or parcels of ground lying
and being in the town of Sharon in said County of Madison
& State of Mississippi to wit: one lot of twelve acres inclu-
ded in the lot of fifteen acres deeded by E. F. Divine to said
party of the first part on the 18th day of September 1860
the deed to which is recorded in the office of the Probate Clerk
of said County in Book of Deeds "P" Pages 396 & 397 to which
reference is made for further description said twelve acres lying
north of the road leading by the public shops and foundry
in said town of Sharon to the residence of said E. F. Divine
and not including the residence of the party of the first part
and one other lot in said town of Sharon known and described
as follows to wit: beginning at the south east corner of the lot
of Ora O. Wyse and running thence north on the range line
between ranges number three & four to the centre of the Canton
& Sharon road thence down the centre of said road towards Canton
to the corner of the lot formerly owned by Mr. Pherson Beard
thence south to Ora O. Wyse's lot and thence with the line of
said Wyse to the beginning said lot being in section No one
in Township No Nine Range Three East and containing six and
one half acres more or less and being the same lot deeded by
Caroline E. Lewis Executrix &c and Hugh Lewis her husband
by deed dated 11th March 1868 & recorded in the office of the
Probate Clerk of said County in Book of Deeds "P" Page 333
to which reference is here made To have and to hold the above
described lots and premises unto him The said party of the

Subscribed this the 8th 1871
S. N. Nichols

second part and his heirs.

The above conveyance is however made upon the following conditions to wit that whereas the said party of the first part is indebted to the said party of the second part in the sum of two hundred dollar loaned money which indebtedness is evidenced by note of even date with these presents payable on or before the first day of January next with interest as agreed upon between the parties from date until paid. Now if the said party of the first part shall pay or cause to be paid said note and interest thereon at its maturity then this conveyance to be void and of none effect but if the said party of the first part shall fail to pay or cause to be paid said note and interest thereon then this deed of mortgage may be foreclosed according to law and the sale of said above described lots under the decree of foreclosure shall be for cash to pay said note and interest and all costs.

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

U. H. Farmer Seal

50¢ U.S. R. Stamp
Annexed & Cancelled

State of Mississippi,
Madison County, Personally appeared before me E. D. Ward Clerk of the Probate Court of said County U. H. Farmer who acknowledged that he signed sealed and delivered the foregoing Mortgage as his own proper act and deed and on the year and day therein stated in for the purposes therein specified given under my hand and seal of said Court this 15th day of May A.D. 1868.

E. D. Ward Clerk

By Dawson S. S.

Caroline F. Pass of Filed for Record & Recorded May 31st 1868
(to 3 Bonds for title) State of Mississippi,
Madison County, I know all men by these presents that I Caroline F. Pass am held & firm by bond unto Sarah E. Gurley in the penal sum of twelve hundred dollars for the payment of which well & truly to be made. I bind myself my heirs executors & administrators jointly and severally firmly by these presents signed and sealed by me and dated this 15th day of May A.D. 1868. The condition of the above obligation is such that whereas I have heretofore bargained and sold to the said Sarah E. Gurley the following described lot or parcel of ground lying in the city of Canton Madison County State of Mississippi to wit beginning at the south West Corner

of my garden lot near my residence in said City
 running thence east three hundred & forty (340) feet
 along the southern boundary of said garden lot to a
 stake thence south three hundred & seventy feet (370)
 to the ditch on Sessions Street thence west three hundred
 and forty (340) feet to an alley and thence north along
 said alley three hundred and seventy (370) feet to the
 beginning for the sum of six hundred dollars of which
 amount the sum of three hundred and thirteen dollars and
 thirteen cents has been paid to me leaving a balance still
 due and unpaid by said Gurley of two hundred and
 eighty six dollars and eighty seven cents of which balance the
 sum of one hundred & fifty dollars is to be paid by him
 to me on or before the first day of January 1869 and
 the remainder of said balance is to be paid me by said
 Gurley on or before the first day of January
 1870. Now on said first day of January 1870 the
 said Sarah & Gurley shall be bound to pay said balance
 of purchase money for said lot or any part thereof
 when this bond shall be wholly void and of no effect
 But if the said Sarah & Gurley shall on or before the said
 first day of January 1870 pay the said balance of
 purchase money together with interest on said balance
 then in that case of the said Caroline F. Papp am hereby
 bound under above penalty to make to said Gurley a good
 and sufficient deed in fee simple with general warrants
 to said above described lot. But it is agreed & understood
 that no proceedings are to be taken against said Gurley
 by me in reference to said or purchase money or part
 thereof until after said first day of January 1870

50^{cts} U.S. P. Stamp }
 Annulled & Cancelled }

Caroline F. Papp

State of Mississippi,
 Madison County } Personally appeared before me Henry
 S. Fote Jr. a Justice of the Peace in and for the County
 of Madison and State of Mississippi Caroline F. Papp
 who acknowledged that she signed sealed and delivered
 the above and foregoing instrument as her act and deed
 upon the day & in the year therein mentioned and
 for the purposes therein stated

Given under my hand this the 15th day of May 1868
 the preliminaries were made before the signing of this
 instrument

Henry S. Fote Jr. J.P.

Owen G. Baldwin } Filed for Record & Recorded May 22nd 1868
 To } Mortgage } State of Mississippi }
 Richardson & May } Madison County } I have this day
 received from Richardson & May New Orleans La. in money
 and for the purchase of Supplies Farming Utensils Working
 Stock and other things necessary for the cultivation of a
 plantation the sum of Five Hundred dollars for the use and
 cultivation of a plantation situated in the County of Madison
 and State of Mississippi to be cultivated by me during the
 year 1868 and the said Richardson & May have agreed to advance
 to me during the said year in money and for the purchase
 of Supplies Farming Utensils Working Stock and other things
 necessary for the purpose of carrying on said plan-
 tation through Dunstall & Baldwin the further sum of Twelve
 Hundred Dollars in supplies for the payment of which sums
 of money and supplies so advanced bind to be advanced
 the said Richardson & May has a lien by the law of the State of
 Mississippi approved February 18th 1868 upon certain property
 named in said law and do a further security to said
 Richardson & May for the payment of the money so advanced
 and to be advanced as aforesaid and also for the payment of
 two and a half per cent commissions for advancing said money
 and for interest on such advance at the rate of Ten per cent
 per annum till paid. I hereby bargain sell mortgage & pledge
 to Richardson & May the Crop of Cotton and Corn or other agri-
 cultural product to be raised by me during the year 1868
 and also the following property to wit: ~~the~~
 S 1/2 N 1/4 Sec 14 1/2 acres off E 1/4 & E 1/2 S 1/4 section 24
 Township 10 Range 3 East (30.6 acres) N 1/4 E 1/2 S 1/4 & E 1/2
 1/4 of Sec 25 Township 10 Range 3 East (400 acres) Total 706 acres
 And I bind myself to gather and to put into good condition
 to ship to market as soon as the same can be done the whole
 crop of Cotton that I may raise during the year 1868 and also
 bind and pledge myself to ship said crop of cotton from time to
 time as soon as the same is gathered and in condition to be
 sent to market to Richardson & May in New Orleans to be
 sold by them and the proceeds to be applied by them in
 payment and satisfaction of the sums due and to become
 due as aforesaid.

Given under my hand and seal this 9th day of April
 in the year 1868. Owen G. Baldwin (Seal)

\$2.00 U.S.R. Stamp
 Annul'd & Cancelled

State of Mississippi,
 Madison County } This day the above named Owen G. Bal-
 win personally appeared before me a Justice of the Peace in and
 for the County and State aforesaid and acknowledged that he

executed the foregoing mortgage for the purposes named therein
 Given under my hand & seal this the 9th day of April
 in the year 1868

Henry S. Forte Jr. (Seal)

W. J. Parker; Filed for Record May 22nd 1868
 To Mortgage; Recorded May 23rd 1868
 Samuel Scott & State of Mississippi;


Madison County This indenture made
 and entered into this 22nd day of May A.D. eighteen hundred and
 sixty eight between W. J. Parker of one part and Samuel Scott of
 the other part both of the County of Madison and State of Missis-
 sippi Witnesses That whereas W. J. Parker is indebted to Samuel Scott
 on a promissory note for one hundred & fifty dollars money loaned
 and advanced to said Parker to enable him to buy provisions and
 supplies with which to finish his crop of the present year 1868
 and which note bears date the 22nd of May 1868 the same date with
 these presents and payable one day after date; and whereas said
 W. J. Parker is also indebted to said Scott on another promissory
 note for one hundred dollars dated the 27th of February 1867
 and payable the first of January 1868 with ten per cent interest
 from date until paid, and which note was given for the payment
 of a mule sold by said Scott to said Parker to be used in making
 his crop in the year 1867 and whereas said Parker is also further
 indebted to said Scott on a due bill given for money loaned and
 dated 25th of February 1867 for the sum of fifteen dollars. And the
 said W. J. Parker to secure the payment of said several sums of
 money is willing to execute these presents. Now this Indenture witnesseth
 that the said W. J. Parker for and in consideration of the premises
 and for and in consideration of one dollar to him in hand paid
 the receipt of which is hereby acknowledged hath granted bargained
 and sold and doth by these presents grant bargain and sell unto
 the said Samuel Scott all and singular the horses mules hogs
 and Cotton hereinafter more fully mentioned and expressed that is to say
 one bay horse with a white face and white hind feet about nine
 years old and named "Ball"; a gray horse about eight years old; One
 bay mule named "Mote" and one white mule named "Pick" also
 thirty eight head of hogs and also six Bales of Cotton to be of the
 first picking of the crop of the present year 1868 and to average
 at least four hundred & fifty pounds to the bale - To have & to hold
 all the above described property unto the said Samuel Scott his
 executors administrators and assigns forever Provided always and
 these presents are upon this condition that if said W. J. Parker
 shall on or before the first day of October A.D. 1868 next well & truly
 pay or cause to be paid unto the said Samuel Scott the above
 described sums of money with ten per cent interest thereon from
 the time they were severally due until paid. Then and in such case
 these presents shall cease to determine & be void otherwise to remain

This Mortgage is satisfied this 22nd April 1869

Samuel Scott

in full force and effect, and the said Wm. J. Parker hereby binds himself to deliver said six bales of cotton as soon as the same is ginned and packed to the said Samuel Scott to be sold by him said Scott and applied to the payment of said debts and the balance of the money if any is left after the payment of said debts to be handed to said Wm. J. Parker. The interlineations of the words "said Wm. J. Parker" between the 10th & 11th lines and the words "said" between the 27th and 28th lines of this Mortgage Deed were made before these presents were signed sealed and acknowledged.

An witness whereof the said Wm. J. Parker has hereunto subscribed his name and affixed his seal the day and year first above written.

Wm. J. Parker 

50⁰ U.S. R. Stamps
Annexed & Cancelled

State of Mississippi
Madison County } Personally appeared before me C. D. Ward Clerk of the Probate Court of the County & State aforesaid the within named William J. Parker who acknowledged that he signed sealed & delivered the foregoing Mortgage Deed on the day and year therein mentioned as his act and deed and for the purposes therein mentioned.

Given under my hand and seal of office this
22nd day of May A.D. 1868
C. D. Ward Clerk

Berry Parker & } Filed for Record 12th day of May 1868
Mrs. Narcissa May } Recorded the 25th day of May 1868
do } State of Mississippi
John A. Magruder } Madison County } This indenture made & entered into this 1st day of May A.D. 1868 between Berry Parker and Mrs. Narcissa May of the first part John A. Magruder of the second part and Wm. A. Cheek of the third part all of the County of Madison and State of Mississippi. Whereby said party of the first part for and in consideration of the sum of Four hundred dollars (\$400) both bargained granted & sold and by these presents doth grant bargain sell & convey unto the said party of the second part their entire crop of Cotton and Corn & also all of their stock of Horses Mules Cattle & Hogs. Said conveyance being made with the following understanding and conditions. Whereas the said party of the first part have received as a loan the sum of four hundred dollars from the said party of the third part and given their obligation in the following words and figures

Madison County Mississippi
May 1st 1868
\$400 -

On or before the first day of Decr 1868 he or either of us

promise to pay Wm. A. C. Beck the sum of four hundred dollars
borrowed money

Witness our hands & seals

Narcissa May (Seal)

Berry Parker (Seal)

Now in case said obligation is not paid at maturity
that is on or before the first day of December 1868 The said
party of the first part hereby authorizes empowers and directs
the said party of the second part to proceed to advertise by giving
thirty days notice the sale of the foregoing described property
that is to say by posting notices of said sale in three or
more public places in said County and at the time advertised
to proceed to sell to the highest bidder for cash the above
described property and hereby authorizing & directing said party
of the second part to apply proceeds of said sale to the extinguish-
ment of said claim hereby intended to be secured with all
the costs of executing stamping &c of this trust hereby
empowering said party of the third part to delegate the author-
ity herein conferred on the said party of the second part upon any
other person in case the said party of the second refuses or
can not execute the trust. But if said obligation is paid at or
before maturity this conveyance is to be void otherwise to remain
in full force & virtue

Witness the hands and seals of the party of the first
part made this 1st day of May A.D. 1868

Narcissa May (Seal)

Berry Parker (Seal)

50 U.S. R Stamp
Annexed & Cancelled

State of Mississippi

Madison County } Personally appeared before me Henry
S. Fote Jr a Justice of the Peace in and for the County of
Madison & State of said Narcissa May and Berry Parker
who acknowledged that they signed sealed & delivered the above
& foregoing instrument as their act and deed upon the day
and in the year and for the purposes therein mentioned

In Testimony whereof I have hereunto set my hand
this the 11th day of May 1868

H. S. Fote Jr J.P.

John T. Cameron Trustee by Order Filed for Record May 25th 1868
No. 3 Deed Recorded May 25th 1868

Elizabeth C. Stone } State of Mississippi
vs } Madison County } Whereas J. P. Averitt
and Joseph McCallan in the 9th day of March A.D. 1868 executed
a deed of trust to the undersigned which is duly recorded in
the Probate Clerks office of said County in Book 2, pages 305, 306,
& 307 in trust to secure a certain note executed by ~~John~~ J. P. Averitt
and Joseph McCallan payable to R. R. England for five thousand
five hundred (\$5,500-) dollars with interest at ten per cent per annum
said note being dated March 9th A.D. 1868 and due and payable on
or before the 23rd day of January A.D. 1867 and by him assigned
to Mrs Elizabeth C. Stone said Deed conveying the lands herein
after mentioned and whereas default having been made in the
payment of said note according to its tenor & effect and in conform-
ity with its provisions the undersigned as Trustee after duly advertising
said sale according to the provisions of said Deed in "The American
Citizen" a newspaper published in the City of Canton in said State
& County stating time place & terms of sale and on the 18th day
of May A.D. 1868 before the Court House Doors in said City of Canton
County and State of said said expose to sale at public auction
to the highest bidder for cash the lands specified in said Trust
Deed they being the lands hereinafter conveyed and Elizabeth C.
Stone became the purchaser thereof she being the highest & best
bidder at the sum of Two hundred & sixty Dollars. Therefore the
said J. T. Cameron party of the first part for and in consideration
of the premises and the payment of said sum of money hath
granted bargained sold & conveyed and by these presents hath grant
bargain sell alien and convey unto the said Elizabeth C. Stone
party of the second part the following lands lying and being in the
County of Madison and State of Mississippi to-wit: namely the
NE 1/4 and N 1/2 of SE 1/4 and 20 acres off the SE corner of SE 1/4 of
Section 25 Township 8 Range 2 East; The N 1/2 & SW 1/4 of Sec 30; The N 1/2
1/4 Sec 29 and NE 1/4 of Sec 32 Township 8 Range 3 East less 20 acres
off the North East corner of NW 1/4 of said NE 1/4 of Sec 32 containing
one thousand and forty acres more or less they being the premises
then occupied by the said J. P. Averitt & Joseph McCallan as
a residence and the same lands ~~and~~ conveyed in the Trust Deed
of said. To have and to hold the premises above granted with
the appertinances thereunto belonging to her the said Elizabeth C.
Stone her heirs and assigns forever

Given under my hand and seal this 18th day of May A.D. 1868

50 U.S. R. Stamp
annexed & cancelled

John T. Cameron Trustee &c

State of Mississippi }
Madison County } Personally appeared before me E. D. Ward
Clerk of the Probate Court of said County John T. Cameron

Trustee who acknowledged that he signed sealed & delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand & the seal of said Court this 25th day of May A.D. 1868. E.D. Ward Clerk

A. L. Neal } Filed for Record & Recorded May 25th 1868.
H's Deed

Harrist & Pitchford } This Indenture entered into and executed this 25th day of May 1868 by and between A. L. Neal of the first part and Harrist & Pitchford wife of John K. Pitchford (all 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 Six thousand Six hundred and fifty one Dollars to him in hand paid by the party of the second part at and before the signing sealing and delivery of this deed the receipt whereof as herby acknowledged has this day bargained sold and conveyed and doth by this indenture bargain sell and convey unto the party of the second part the following described tract or parcel of land lying and being in the said County of Madison and known as N 1/2 of S 1/2 Sec 2 Acres off North East corner of S 2 1/4 Sec 15 & S 1/2 Section sixteen (16) all in Township Nine Range four East containing by estimation four hundred and eighty acres (480) to the same more or less To have and to hold the above described tract or parcel of land together with all and singular the improvements thereon unto the party of the second part her heirs and assigns forever in fee simple except the East half of section sixteen (16) Township 9 Range 4 East. And the party of the first part hereby warrants and will forever defend the title to said described tract or parcel of land together with all & singular the improvements thereon unto the party of the second part her heirs and assigns except as to the east half of section sixteen (16) Township 9 Range 4 East the title which is only warranted and defended by this instrument for the unexpired term of the lease of the same at the time of the purchase of said land from Mr. J. McKie by the party of the first part as appears by reference to deed of the said Mr. J. McKie to the party of the first part recorded in the Probate Clerks Office of Madison County in Books of Deeds letter which said deed is hereby particularly and especially referred to.

In Testimony whereof the party of the first part has hereunto set his name and affixed his seal the day and year first before written.

The word "part" in the 12th line interlined before signing } A. L. Neal Seal

\$7.00 U.S.R. Stamps annexed & cancelled

State of Mississippi
 Madison County } Personally appeared before me E. D. Ward
 Clerk of the Probate Court of Madison County A. S. Neal
 who acknowledged that he signed sealed and delivered the
 above foregoing deed on the day and year therein named and
 for the purposes and objects therein stated
 Given under my hand and official seal this 25th
 day of May 1868
 E. D. Ward Clerk

Filed for Record & Record May 25th 1868
 No 3 Deed } State of Mississippi
 Mrs M. Cotton } Madison County } This deed of conveyance
 made 15th day of February one thousand eight hundred & sixty
 eight between Robert Smith of the first part of the County
 of Madison and William M. Cotton of the second part of the
 County of Leake both of the State of Mississippi Witnesseth
 That said Robert Smith for and in consideration of the sum
 of six hundred dollars paid to him by the said Mrs M. Cotton
 has bargained and sold and does hereby grant alien & convey to the
 said Mrs M. Cotton certain lots in the town of Camden in
 the said County of Madison State of Mississippi and described
 as follows to wit: Beginning at the North East corner of the
 Daniel Moore lot now owned by Mrs Elizabeth F. Purviance
 on the East boundary line of the north half of the west half
 of the South East Quarter of section twenty four Township
 Eleven Range four East and running West along the fence as now
 between the said Robert Smith and Mrs Elizabeth F. Purvian
 ce four hundred and sixty five feet thence along said fence
 North forty five degrees West twenty nine and a half feet thence
 West along said fence ninety five feet to the west boundary of
 lot deeded to David S. Watts by David M. Balluter thence North
 to pine street or public road East from Camden thence East
 along said Road five hundred & eighty two feet to the above
 named boundary line of the north half of the west half of the
 South East quarter of section twenty four Township Eleven Range
 four East thence South along said boundary line to the beginning
 Also a lot north of Pine Street adjoining the above described
 lot known and designated as follows East six hundred links
 by the Van Yard lot thence North four hundred links by the lot of
 Mr Davis Jun thence West six hundred links by the property of
 Peter Blackman reserving sixteen and a half feet between the said
 lot conveyed and the Blackman lot for a public way thence
 South four hundred links by the public Road East from Camden
 the two lots containing together five and a half acres more or less
 to have the said lot with appurtenances thereto belonging to
 the said William M. Cotton and his heirs, and the said Robert
 Smith does covenant with the said William M. Cotton
 that he will warrant and forever defend the same to him

his heirs or the alienees under him free from and against the right title or claim of himself his heirs and of any and all persons whatever. And he furthermore releases Relinquies and forever quit claiming in & to the following described lot to wit West of the first described commencing twenty three feet north of the North West corner of the Daniel Moore lot and at the South West corner of the first described lot above or twenty three feet north of the South West corner of lot as deeded to D. S. Watts by D. P. McCallister and running west from said beginning to the eastern boundary line of Town lots East of Main Street and thence north along said line to Pine Street thence east along Pine Street to the West boundary line of lot as deeded by D. P. McCallister to D. S. Watts and thence south along said line to the beginning. This last described lot is a portion of a lot deeded to Joseph K. Shrock by Samuel Hounshin on the 30th day of August A.D. 1855 and by Shrock deeded to D. P. McCallister and by D. P. McCallister to D. S. Watts and the portion described in said deed contains one acre more or less. The said William Mc Cotton to have & to hold the same with the appurtenances to him and his heirs fully forever and quit from the right title interest claim and demand of said Robert Smith and his heirs and all and every person claiming by through or under him or his heirs. The intention of this deed is to convey the first two described lots with a general warranty and the last described with a quit release. And the said Robert Smith hereto puts his name and seal on the day and year hereinbefore written

\$1.00 U.S. R. Stamps
 Annulled & Cancelled

Robert Smith (Seal)

State of Mississippi }
 Speake County } Personally appeared Robert Smith
 before me G. H. Roby and acting Justice of the Peace in and
 for said County who acknowledged that he signed the within
 deed as his act and deed and for the purposes therein expressed
 and dated the 15th day of February 1868

Witness my hand and seal this March 10th 1868
 G. H. Roby J. P. (Seal)

Frank Prichard, Filed for Record May 9th 1868
To Trust Deed, Recorded May 26th 1868
P. J. Semmes, State of Mississippi

Madison County This indenture made this 8th day of May 1868 by and between Frank Prichard (of one) party of the first part John M. Foster party of the second part and P. J. Semmes party of the third part all of the County of Madison State of Mississippi Metropeth. That the said party of the first part for and in consideration of the sum of one hundred & twenty five dollars in hand paid the receipt whereof is hereby acknowledged has granted bargained sold aliened and transferred to the party of the third part the following property to wit: One mule named "Sally Wood" bright color - One mule - male, brown color the former five medium size and the latter under medium - also all the crops planted and to be grown on the Tom Donahoe Place of every nature kind and description by the said party of the first part rented of Mrs Emily Prichard. To have and to hold all the above described property to the proper use and benefit of the said party of the third part as hereinafter provided.

The condition of the above obligation is as follows: Whereas the above named Frank Prichard is justly indebted, as evidenced by his certain promissory note of even date herewith for the sum of one hundred and forty five dollars to the said John M. Foster in the sum of one hundred and forty five Dollars for a certain mule furnished by the said John M. Foster to the said Frank Prichard for the purpose of assisting the said Frank Prichard to raise the crop above transferred; And whereas the said Frank Prichard is willing and anxious to secure the said John M. Foster in the prompt and faithful payment of the said sum of money mentioned in said promissory note by giving to the said Foster an instrument of writing by way of trust deed & also the benefit of the agricultural lien under the law of the state Now therefore if the said Frank Prichard shall well & truly pay the said sum of money in said note mentioned & at the maturity of said note then this obligation to be null and void.

But if said note is not paid at the maturity thereof then the said P. J. Semmes is authorized & empowered by these presents to take immediate possession of the said two mules and crops hereby bargained & sold and after advertising the same for the space of twenty days by posting in three public places in the City of Canton to sell the same to the highest bidder for cash before the door of the Court House; and ~~from~~ the proceeds of said sale to pay all necessary expenses of sale; commissions etc & not to pay to the said John M. Foster the said sum of money mentioned in said promissory note with legal interest thereon & if there should be a surplus, to pay over the same to the said Frank Prichard and the said Frank

Richard hereby expressly authorizes the said John M. Foster to appoint in writing any trustee to execute the condition of this trust if for any reason the said B. J. Semmes can not or will not act as herein provided.

In testimony whereof the said parties hereto attach their names and seals this 9th day of May 1868.

50⁰ U.S. R. Stamp
Annexed & Cancelled

Frank^{his} Richard
John M. Foster
B. J. Semmes

Attest

State of Mississippi }
Madison County } Personally appeared before me No. No
Cooper Judge of the Probate Court for said County the within
named Frank Richard B. J. Semmes and John M. Foster
who severally acknowledged that he signed sealed and
delivered the foregoing in the day and year therein mention
ed as his proper act and deed
Given under my hand this 9th day of May
A.D. 1868
No. No. Cooper

H. J. Withers } Filed for Record & Recorded May 26th 1868
To } Deed } State of Mississippi }

Josiah Bardwell } Madison County } This Deed of Conveyance
made this 25th day April 1868 Between William V. Withers
of the County of Hinds and State of Mississippi of the
first part and Josiah Bardwell of the County of Suffolk
and State of Massachusetts of the second part Witnesseth
that whereas D. S. Talladay on the 15th day of February 1866
by deed conveyed to said party of the first part certain
lands situated and being in the County of Madison
and State of Mississippi upon the trust therein expressed
chiefly to secure G. S. Wilder the payment of a certain obligation
therein described which deed is duly recorded in the Probate
Clerks office of Madison County Mississippi and to which
reference is here made and whereas said party of the first
part at the request of said G. S. Wilder having due adver
tisement of the cause day and place of sale in the Clarion
a newspaper published in the City of Jackson Mississippi
did on the day and year first above named in front of the
Capitol in the City of Jackson expose to public auction the
lands in trust to-wit: The West half of South East Quarter
and the East half of South half of the East of South West quarter
of section twenty six and the East half of North East quarter
of section thirty four and the West half of North
East quarter and the North West quarter of section thirty five
Township Ten North of Range Two East containing four
hundred acres more or less and at such sale said party
of the second part became the highest bid and last

bidders & purchaser at the sum of one hundred and twenty five dollars. Therefore the said party of the first part aliens & conveys to said party of the second part who paid the sum bid, the tract of land above described. To have & to hold the same with the appurtenances to said party of the second part and his heirs and assigns free from and against the right title and interest of the said D. S. Talladay, and his heirs and of all persons so far as the said party of the first part in perpetuity of the deed in trust, proceedings and sale aforesaid and the laws of the land may or ought to warrant defend & account but to no other extent nor in any other degree whatever.

Aid party of the first part hereto set his name & seal this day and year first above written
 Wm J. Withers (Seal)

50^c U.S. R. Stamp
 annexed & cancelled

The State of Mississippi,
 Madison County. } Personally appeared before me the undersigned a Justice of the Peace in and for said County the within named W. J. Withers who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed as Trustee aforesaid.

Given under my hand and seal this 25 day of April 1868

J. H. Boyd J.P. (Seal)

Trust Sale

By virtue of a deed of Trust executed by D. S. Talladay on the 15th day of February 1866 to secure to G. S. Wilder the payment of certain obligations therein described the undersigned Trustees will proceed to sell at public auction to the highest bidder for cash in front of the Capitol in the City of Jackson Miss on the 25th day of April 1868 the following described lands in Madison County Miss: The 1/2 S E 1/4 and E 1/4 of S 1/4 of the E 1/4 of S W 1/4 Section 26 and the E 1/4 N E 1/4 (1/2 20 acres) of Section 34 and the West 1/2 N E 1/4 and the N W 1/4 of Section 58 Township 10 north Range 2 East containing 200 acres

We will convey such title as is vested in us as Trustees which is believed to be good

Wm J. Withers } Trustees
 J. H. Boyd }

March 26 W 30 d.

A. S. State of Mississippi,
 Hinds County } Personally appeared before me George A. Bright an acting Justice of the Peace in and for said County and State N. O. Times Clerk of a newspaper printed and published in the City of Jackson. Hinds County Mississippi

called the Colonian who being sworn deposes and says that the publication of a certain notice a true copy of which is herewith annexed has been made in said paper — weeks consecutively to wit:

Vol. 31 No. 18 dated March 26th 1868

Vol. 31 No. 19 dated April 2nd 1868

Vol. 31 No. 20 dated April 9th 1868

Vol. 31 No. 21 dated April 16th 1868

Vol. 31 No. 22 dated April 23rd 1868

And I further certify that the several numbers of the News Paper containing the above mentioned notice have been produced before me and compared with the copy annexed and that I find the publication thereof to have been correctly made.

Witness my hand & seal this 28th day of N. M. Hires of April 1868

Geo. A. Smythe J. P.

Printers fee \$10.00

George Moorman, Filed for Record March 2nd 1868

No. 3 Deed } Recorded May 20th 1868

Agnes M. Brown } State of Mississippi }

Madison County }

This indenture made this second day of March eighteen hundred & sixty eight between Geo. Moorman Sheriff of Madison County and State of Mississippi of the one part and Agnes M. Brown same State and County of the other part Witnesseth that the said Geo. Moorman as such Sheriff having levied on the Real Estate herein described as the property of Peter Brown by virtue of process of execution and to satisfy the amount thereof namely; one writ of fieri Facias issued from the Clerks office Circuit Court of Madison County on the 7th day of February 1868 and returnable on the Fourth Monday of March 1868 an abstract of which is as follows; to wit:

Number	Style of Suit	Date of Judgment	Am't of Judgment exclusive of costs	Remarks
11355	Geo. D. Montgomery vs. Brown & Moorman	March 30/67	1087.22	In Fa

against the goods lands & ce of Peter Brown & G. D. Moorman and having duly advertised the day and place of sale for the period of three weeks in a public newspaper called the American Citizen did on the first Monday of March 1868 it being the second day of said Month at the Court house of said County of Madison according to law expose the said Real Estate to public outcry for cash and then and there Agnes M. Brown became the highest bidder and purchaser thereof at and for the sum of Eleven hundred and ten dollars which Agnes M. Brown then and thereupon presently paid to said Geo. Moorman as

such Sheriff. Therefore the said Geo. Moorman Sheriff as aforesaid in consideration of the premises does hereby bargain sell grant alien enoff & convey to Agnes M. Brown the Real Estate so sold described as follows to wit.

All of Peter Brown's right title claim and interest in lot No 1 Square No 5 fronting on Pierce Street 100 feet running back 200 feet on Union Street to Mrs Barringtons line & down Mrs Barringtons line 100 feet west thence north 200 feet to the beginning with all the privileges appurtenances & immunities therunto belonging to have & to hold the Real Estate aforesaid with the appurtenances therunto belonging to the said Agnes M. Brown and her heirs and assigns forever; And the said Geo. Moorman as Sheriff as aforesaid does warrant and will defend the same to said Agnes M. Brown and her heirs &c free and quiet of the right title & interest of the said Peter Brown both in law & in equity and of all and every one claiming or to claim under or through as far as he the said Sheriff by virtue of the procop proceedings sale & purchase aforesaid and the law in such case can or may warrant and defend; but only officially and in no other manner or degree whatsover.

In testimony whereof the said Geo. Moorman as Sheriff aforesaid hereto sets his name & seal on the day and year first aforesaid.

Geo. Moorman Sheriff

\$1.50 U.S. R. Stamp
Assessed & Cancelled

State of Mississippi,
Madison County; Personally appeared before me E. D. Ward Clerk of the Probate Court of said County Geo. Moorman Sheriff of Madison County Miss. who acknowledged that he signed sealed & delivered the within deed on the day and year therein mentioned as his act & deed given under my hand and the seal of said Court the 2nd day of March A.D. 1868.

E. D. Ward Clerk

William Law I Filed for Record May 25th 1868
 Do's Deed Trust I Recorded May 29th 1868
 Samuel Magruder Grant State of Mississippi
 I Madison County

This deed in Trust made this the 28th day of February 1868 in Madison County State of Mississippi by and between Mr Law of the first part S. W. Magruder of the second part and Samuel Magruder guardian of Narcissa Magruder of the third part Witnesseth That the said Mr Law has executed his promissory note of this date for the sum of five hundred dollars (\$500.00) payable January 1st 1869 bearing interest at ten per cent per annum from date the same being for the consideration of \$500.00 money loaned and in hand paid by said Samuel Magruder; but for the more certain payment of which promissory note additional security is required. Therefore Mr Law hath bargained & sold and doth hereby grant alien and convey to said S. W. Magruder upon Trust the following described lands situate and being in the County of Madison State of Mississippi to wit: W^{1/4} S. W. 1/4 Section 14 N^{1/2} (1/2 3 acres out of S. W. corner) and 25 acres off N. end of S. E. 1/4 of Sec 23 and E. 1/2 of S. E. 1/4 Sec 16 all in Township 11 range 3 East containing 500 Acres more or less to have and to hold said lands with all and singular the appurtenances buildings improvements & rights thereunto belonging to the said S. W. Magruder and his successors; and the said Mr Law doth covenant and agree with said S. W. Magruder that he will warrant & defend the same to him and his successors free from and against the right title ~~and~~ or claim of himself and his heirs and of all ~~and~~ ^{any} ~~and~~ ^{any} person whatsoever. But this conveyance is upon the express trusts and limitation that if the sum stated in the aforesaid promissory note and the interest ~~thereon~~ ^{therein} thereon to be paid as herein contemplated then this conveyance to be null and void; but if after the ~~date~~ ^{term} ~~therein~~ ^{therein} fixed for the payment shall pass and the amount ~~of~~ ^{of} ~~it~~ ^{of} or any of it be unpaid then it will be lawful and the said S. W. Magruder or his successor shall at the request of said Samuel Magruder or his legal representative after giving 30 days notice of the day and place of sale in some newspaper published in said County of Madison proceed to sell the lands aforesaid at public Auction in the City of Canton County and State aforesaid to the highest and best bidder for cash; and he will make to the Vendor or Vendors a deed accordingly and out of the proceeds of the sale he will first defray the just costs of advertisements and sale; he shall next pay to said Samuel Magruder or his legal representative the amount due and unpaid to him; and if any surplus remains he is to pay the same to the said William Law or his legal

At the request of said S. W. Magruder I have this 6th day of March 1868
 Marked the within Deed of Trust so high as to be
 E. B. Johnson
 Notary Public

representative. In the meantime Mrs Law may retain possession of the rents use &c of the premises

The said Samuel Magruder reserves the right to supply the place of S. W. Magruder in case of his death removal or resignation

And the parties hereunto set their names & seals
Mrs Law

50th U.S. Revenue Stamp
Approved & Cancelled

State of Mississippi
Madison County } Personally appeared before me E. D. Ward Clerk of the Probate Court of said County Mrs Law 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 for the purposes therein expressed

Given under my hand & the seal of said Court this 23rd day of May A.D. 1868
E. D. Ward Clerk

B. J. Semmes } Filed for Records & Recorded June 1st 1868
Commissioner } State of Mississippi
To } Madison County }
Adam N. Smith } This deed of conveyance made & entered into this the first day of June A.D. 1868 by and between B. J. Semmes of the first part and Adam Smith of the second part both of the County of Madison and State of Mississippi Witness that in a certain cause in the chancery Court of said County and State at the March Term A.D. 1868 thereof to wit on the 4th day of April A.D. 1868 wherein P. E. Suckett was complainant and Adam Smith and others were defendants. The number of said cause on the docket of said Court being No 243 that the complainant Suckett did by said Court there in his favor rendered on said last named day a decree against said Smith and his Co-defendants for the sum of two hundred & seventy one (271) 95/100 dollars and for costs of suit and that among other things in said decree it was by said Court ordered that said defendants should pay said sum of Money ~~to~~ said complainant within thirty days and that in default of said payment by said defendants then in that event that the party of the first part who had by said Court been appointed commissioner in said cause to make said sale in the event of the default of defendants in the payment aforesaid that said defendants did each & all of them make default and neglect fail & refuse to pay said complainant the sum of money found due him by the decree of said Court and that thereupon said party of the first part commissioner as aforesaid did in

accordance with terms of said decree advertise the sale of all the lands hereinafter named and described same being the lands in said decree ordered to be sold in the event of the default of payment as aforesaid posting notices in three public places in said County of the place time and terms of said sale for the space of three consecutive weeks prior thereto and that said party of the second part did this day in front of the Courthouse door in the City of Canton County and State aforesaid with in the hours of 11 A.M. and 4 P.M. expose to public outcry all of said lands hereinafter described in the manner set forth in said notices of sale and also in accordance with the recitals of said decree in said cause rendered when & where the party of the second part appeared & bid therefor the sum of one hundred and fifty ⁵⁰/₁₀₀ dollars which was the highest and best bid offered for the same and was thereupon declared the purchaser thereof. Now therefore the premises considered the party of the first part for & in consideration of the sum of one hundred & fifty ⁵⁰/₁₀₀ (\$150.00) to him in hand paid hath bargained sold & conveyed unto the party of the second part all that tract or parcel of land known and described as follows to wit South half S ¹/₄ of ~~the~~ South east quarter (S E ¹/₄) Section 11 Township 10 north of Range 5 East containing by estimation eighty acres more or less lying and being situated in the County and State aforesaid. I do here & to hold the lands aforesaid with the appurtenances and hereditaments thereunto belonging unto the party of the second part his heirs and assigns forever and the said party of the first part as commissioner as aforesaid will defend the title to the same unto the said party of the second and unto his heirs and assigns free and quiet of the right title and interest of all persons both in law and in equity claiming or to claim any interest in said premises whomsoever so far as he the said party of the first part by virtue of the decree aforesaid and the proceedings thereunder and the law in such case can or may defend but only as commissioner and in no other manner or degree whatsoever.

In witness whereof the party of the first part commissioner as aforesaid hath hereunto set his name and affixed his seal the day and year first above written

P. J. Semmes (Seal)

30c U.S. R. Stamp
 Arrived & cancelled

State of Mississippi
 Madison County } Personally appeared before me
 M. M. Cooper Judge of the Probate Court of said County
 the within named P. J. Semmes who acknowledged
 that he as commissioner signed sealed and delivered

The foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand this 1st day of June A.D. 1868

W. M. Cooper

J. B. Richards et ux, Filed for Record June 3rd 1868

Deed Recorded June 11th 1868

Moses Conroy, State of Mississippi,
Madison County

This deed of conveyance made and entered into this the 30th day of May One Thousand eight hundred & sixty eight between J. B. Richards & Laura M. Richards of the first part and Moses Conroy a free man of color of the second part. Witness that the said parties of the first part for and in consideration of the sum of sixteen dollars paid to them by the said party of the second part have this day bargained and sold and do hereby grant alien & convey to said party of the second part a certain portion of land situated in the County of Madison State of Mississippi in the Town of Sharps to wit: Commencing at the South West corner of section thirty one Township ten Range four East. Thence West six chains & twenty links thence North six chains and forty five links thence Post Oak North Eighty degrees East forty two links thence East six chains and twenty links thence South to the beginning containing four acres more or less to have and hold said land and appurtenances to the said party of the second part his heirs or assigns And the said parties of the first part do covenant with the said party of the second part that they will forever warrant and defend the same to him his heirs or assigns under him free from and against the right title or claims of themselves or either of them or their heirs and of any person whatsoever And the said parties of the first part do hereunto sign their names and set their seals on the day and date above mentioned.

J. B. Richards (Seal)
L. M. Richards (Seal)

State of Mississippi,
Madison County. Personally appeared before me John Dawson Clerk of the Circuit Court of Madison County State of Mississippi J. B. Richards who acknowledged that he signed sealed & delivered the foregoing deed on the day and year therein mentioned as his act & deed and also personally appeared Laura M. Richards who on private examination apart from her husband acknowledged

that she signed & delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband
Given under my hand and seal of said Court
this thirtieth day of May 1868

[Signature] Geo Dawson Clerk

Robert Mabery & wife Filed for Record June 2nd 1868
Do 3 Recorded June 24th 1868
Jos W Luckett State of Mississippi
Madison County

This indenture made & entered into this
Twenty eighth day of May 1868 between Robert Mabery
and his wife Louisa Mabery (F.M.C. & F.W.C.) of the first
part and Jos W Luckett of the second part all of said
County & State Witnesseth that the party of the first part
for and in consideration of the sum of Five Hundred (\$500)
dollars to them in hand paid by the party of the second
part have bargained sold & delivered and by these presents
do bargain sell & deliver to the party of the second part his
heirs land assigns in fee and forever a certain parcel or lot
of land and all improvements thereon lying & situated in
the County of & State aforesaid and more particularly
described as a lot of land lying east of the lot now owned
and occupied by Edmund Grant (F.M.C.) and bounded by public
roads leading from Canton East on the continuation of Peace
Street and _____ Street running to a point on the East
where the aforesaid two roads meet containing 1/8 acre more
or less. And the said parties of the first part for themselves
their heirs or assigns doth warrant and will forever defend
and to the party of the second part his heirs or assigns &
a good & perfect title to the aforesaid lot of land against the claim
or claims of all persons whomsoever.

In testimony of all of which things the said party of the
first part herunto set their hands and affix their seals
this day and date above written

Robert Mabery *[Signature]*
Louisa Mabery *[Signature]*

50c U.S. P. Stamp
annexed & cancelled

The State of Mississippi
Madison County Personally appeared before me E.D.
Hurd Clerk of the Probate Court of said County Robert Mabery
& Louisa Mabery his wife who severally acknowledged that
They signed sealed and delivered the foregoing deed on
the day and year therein mentioned as their act & deed.

Date filed in full this morning on 1870
W. W. Luckett

And the said Louisa Mabery being examined by me private
ly separate and apart from her said husband acknowledged
that she signed sealed and delivered said deed freely without
any fear threats or compulsion of her said husband as his
voluntary act & deed

Given under my hand and the seal of said
court this 2nd day of ~~May~~^{June} 1868
E. D. Ward Clerk

A. N. Parker wife } Filed for Record June 4th 1868
G. J. Deed } Recorded June 5th 1868
H. S. Fote Jr } State of Mississippi
Madison County } Know all men by

these presents that this indenture made & entered into this
the second day of June 1868 by and between Augustus N. Parker
and Florence E. Parker of the first part and Henry S. Fote
Jr of the second part witnesseth that for & in consideration
of the sum of three hundred dollars to the parties of the
first part by the party of the second part this day paid
the parties of the first part hath this day bargained sold
and delivered and doth by these presents bargain sell and
deliver enforce and convey unto the party of the second part
the following described lot or parcel of ground to wit a certain
lot or parcel of ground lying and being in the County of
Madison State of Mississippi and in Mattons addition to the
city of Canton more fully described as follows to wit beginning
at the N.E. corner of lot No 3 in said Mattons addition thence
running West with the line of Centre Street one hundred
feet thence with the line of the remaining portion of said lot
No 3 South two hundred feet thence running east with the line
of said lot No 3 one hundred feet to the line of Samuel Ewing
thence north with the line of said Ewing two hundred feet to
the beginning To have and to hold unto him the said Fote his
heirs and assigns forever and the said Parker and Florence
E. Parker doth covenant to warrant and defend the title to said
lot to the said Fote his heirs administrators and assigns
forever. In testimony whereof he hath hereunto set his hand
and seal

A. N. Parker (seal)
Florence E. Parker (seal)

30 U.S. Stamp
Annexed & Cancelled

State of Mississippi }
Madison County } Personally appeared before me
E. D. Ward Clerk of the Probate Court of Madison County
A. N. Parker who acknowledged that he signed sealed and
delivered the above and foregoing instrument as his act and
deed upon the day and in the year therein mentioned

And also personally appeared before me E. D. Ward Clerk
 as aforesaid Florence E. Parker wife of A. S. Parker who upon
 a private examination by me separate & apart from her said
 husband acknowledged that she signed sealed and delivered
 the above and foregoing instrument as her voluntary act and
 deed and freely without any fears threats or compulsion
 of her said husband etc testimony whereof I have hereunto
 set my hand and the seal of my Court this 2nd day of
 June 1868 further certifying that the interlineations Florence
 E. Parker in the body of said instrument were made previous
 to the signing thereof as also the words "to the City of Canton"
 E. D. Ward Clerk

Geo. Handy & Felix M. Baldwin } Filed for Record June 8th 1868
 Do } Recorded June 9th 1868
 New S. J. Frost } State of Mississippi }
 Madison County } This indenture
 made & entered into this 6th day of May 1868
 between Geo. Handy and Felix M. Baldwin of the first
 part and New S. J. Frost of the second part all of the
 town of Canton and State of Mississippi - Witnesseth
 That for and in consideration of the sum of Five Thou-
 sand Dollars cash in hand paid and the receipt of which
 is hereby acknowledged by the parties of the first part to
 the party of the second part. The said parties of the first
 part have this day sold and by these presents bargain
 sell and deliver unto the party of the second part two
 undivided third parts of certain lots or parcels of ground
 with store house thereon said lots lying and being in the
 town of Canton County of Madison and State of Missis-
 sippi bounded as follows to wit - One lot beginning on the North
 East corner of lot No 4 square No 6 according to the original
 plat of the town of Canton running east with Peace Street
 twenty feet thence South two hundred feet thence West
 twenty feet thence North two hundred feet to the beginning
 That other lot or parcel of ground known and described
 as follows to wit - Five feet front running back South two
 hundred feet on the east side of the west half of lot No 3
 in square No 6 of said original plat together with all and
 singular the buildings and improvements thereunto belonging
 unto her the said S. J. Frost of the second part her heirs and
 assigns forever And the said parties of the first part for
 themselves their heirs executors and administrators covenant
 promise and agree to and with the said party of the second
 part her heirs executors administrators ^{or} 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 Geo Handy and Felix M. Baldwin have hereunto set our hands and affixed our seals the day and year first above mentioned

\$5.00 U.S. R. Stamp
Annexed & cancelled

Geo Handy
F. M. Baldwin

State of Mississippi

Madison County Personally appeared before me E. D. Ward Clerk of the Probate Court of said County Geo Handy and F. M. Baldwin who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their fact and deed

Given under my hand and the seal of said Court this 8th day of June A.D. 1868
E. D. Ward Clerk

Robt. C. Smith Filed for Record June 8th 1868

To & Deed Recorded June 9th 1868

Thorough P. Smith State of Mississippi
Madison County

This indenture made & entered into this the 8th day of June A.D. 1868 by and between Robert C. Smith of the first part and Thorough P. Smith of the second part Witnesseth that whereas the said Thorough P. Smith has this day made & executed his promissory note whereby he undertakes and promises to pay to Robert C. Smith party of the first part or bearer the sum of \$500 on the first day of December A.D. 1868 with interest at 10 per cent per annum until paid which said note was given for the following mentioned real estate & which is to be paid upon the said real estate into whomever hands the same may go the said party of the first part Robert C. Smith doth renounce release and quit claim and hath by these presents released renounced and quit claimed unto the said Thorough P. Smith party of the second part the following described real estate situated in the County of Madison and State of Mississippi known and described as follows to wit 6 1/2 of N.W. 1/4 & 6 1/2 of S.W. 1/4 of ten acres off the North East corner of the East half of S.W. 1/4 Section 25 Township Ten Range 2 East containing by estimation 150 acres unto the second part to have and to hold unto himself his heirs and assigns forever against the claim of the party of the first part and those claiming under by and through him

In testimony whereof we have this day signed our hands and affixed our seals this the day and year first above written
Robert C. Smith

\$5.00 U.S. R. Stamp
Annexed & cancelled

The one and the same person
The receipt below is given
Rec'd Payment of the money
with this certificate
The receipt below is given

State of Mississippi
 Madison County Personally appeared before me E.D. Ward Clerk of the Probate Court for said County and State Robert G. Smith the within grantor who acknowledges that he signed sealed and delivered the foregoing deed as his own act and deed and for the purposes therein named
 Given under my hand and seal of said Court this the 8th day of June A.D. 1868
 E.D. Ward Clerk

[Handwritten initials]

Now S. J. Frost & E. D. Frost Filed for Record June 8th 1868
 E. D. Frost Recorded June 9th 1868

To: Deed Trust State of Mississippi
 J. R. Powell Madison County This indenture made and entered into this the 11th day of May A.D. 1868 by and between S. J. Frost and her husband E. D. Frost of the first part and J. R. Powell of the second part and T. B. Ballou of the third part It is remembered that whereas the said S. J. Frost this day stands indebted to the said T. B. Ballou party of the third part in the sum of three thousand one hundred and seventy six $\frac{1}{2}$ Dollars in gold as is evidenced by her promissory note of this date and due on the first day of January A.D. 1869 and bearing interest in gold at the rate of ten per cent per annum from date which said note is payable to the said T. B. Ballou or bearer and the said S. J. Frost & E. D. Frost her husband being desirous of giving security for the payment of the said note and interest on the date of the maturity thereof now therefore the said party of the first part S. J. Frost & E. D. Frost her husband doth hereby bargain sell alien & convey and hath by these presents bargained sold and alien conveyed and transferred unto the said J. R. Powell party of the second part the following described lands tenements & hereditaments lying and being in the town of Canton State of Mississippi County of Madison to wit Two certain lots or parcels of ground One lot beginning at the North East corner of lot No. 4 Square No. 6 according to the original plat of the town of Canton running east with Peace Street twenty feet thence south two hundred feet thence west twenty feet thence north two hundred feet to the beginning another lot described as follows to wit Five feet front running back south two hundred feet on the east side of the west half of lot No. 3 of Square No. 6 of said original plat together with all and singular the tenements appurtenances and improvements to the said lot belonging To have and to hold unto the said party of the second part his heirs or successors forever

But this conveyance is upon the following conditions of trial and limitations to wit That if the first day of January A.D. 1869 shall come and pass and the said party of the first part shall neglect or fail to discharge or pay off the said promissory note with all interest thereon according to its tenor then it shall be

The above is a copy of the original as it appears in the records of the Probate Court of Madison County Mississippi
 E. D. Frost
 June 11th 1868

the duty of the party of the second part or his successor at the request of the party of the third part or the holder of the said note to proceed to sell all of the above granted lands & improvements at public outcry before the Court House Door in the City of Canton between the hours prescribed by law for holding Sheriff sales to the highest and best bidder or bidders for cash after giving twenty days notice in one of the newspapers published in the City of Canton of the date, terms and place of said sale and then to apply the proceeds therefrom arising to the satisfaction of the said note and the expenses incident to the drawing of this trust and then if any remain to be turned over to the said party of the first part and it is further agreed that if anything should occur to prevent the party of the second part from acting in the premises then the Judge of the Probate Court of Madison County shall act and carry out the provisions of this instrument.

In testimony whereof we have this day set our hands and affixed our seals the day and year above written

73 ⁵⁰/₁₀₀ U.S.R. Stamp
Annexed & Cancelled

S. J. Frost (Seal)
E. D. Frost (Seal)
J. R. Powell (Seal)
Thos. C. Ballou (Seal)

State of Mississippi,
Madison County } Personally appeared before me
E. D. Ward Clerk of the Probate Court of Madison County
State of Mississippi E. D. Frost who acknowledged that
he signed sealed and delivered the foregoing instrument
as his own act and deed and for the purposes therein
specified and also on the same day personally appeared
the above named S. J. Frost wife of the said E. D. Frost
who on a private examination apart from her husband
separately had acknowledged that she signed sealed & delivered
the above Deed as her voluntary act and deed freely without
any fear threats or compulsion of her said husband
Given under my hand and the Seal of

said Court this 8th day of June A.D. 1868
E. D. Ward Clerk

(Signature)

L. O. Baldwin; Filed for Record June 9th 1868

F. M. Baldwin; Recorded June 10th 1868

To 3 Mortgage; State of Mississippi;

Hugh Lewis; 3 Madison County; This indenture made and entered into this 28th day of February A.D. 1868 between L. O. Baldwin and Fely M. Baldwin her husband of the first part and Hugh Lewis of the second part Witnesseth

That the said parties of the first part in consideration of the sum of Five Dollars and also in further consideration of the matters hereinafter recited hath given granted bargained sold aliened & conveyed and by these presents do give grant bargain sell alien & convey to the said party of the second part their undivided half interest in certain Lands situated in the County of Madison and State of Mississippi To-wit.

The S.W. 1/4 of Sec 34 the E. 1/2 of the N.W. 1/4 and the W. 1/2 of the S.E. 1/4 together with the fraction of the E. 1/2 of the S.E. 1/4 of same containing sixty acres cut off the said eighth by a line running from the centre of the east line of said eighth north forty five degrees West to the S.E. corner of the West half of N.E. 1/4 and also 40 acres of the W. 1/2 of N.E. 1/4 being S.W. 1/2 of said eighth bounded by a line running from the S.E. corner of said eighth in a straight line to the N.W. corner all being in section thirty four Township ten Range three east containing four hundred and twenty acres more or less also the remainder of the S.E. 1/4 of section 34 containing twenty acres described thus. By a line running from the centre of the east line of said eighth forty five degrees West to the S.E. corner of the West 1/2 of N.E. 1/4 then due West to the N.W. corner of the S.W. 1/4 of section 35 then South to the point of commencing Also the S.W. 1/4 of S.W. 1/4 of section 35 making one hundred acres in Township ten Range 3 east being in all five hundred and twenty acres.

To have & to hold said lands the buildings and improvements thereon unto him the said party of the second part his heirs and assigns forever. But this conveyance is made upon the express conditions following that is to say whereas the said L. O. Baldwin together with F. M. Baldwin have this 28th day of February A.D. 1868 executed and delivered to said party of the second part a promissory note for the sum of One hundred and fifty dollars payable on the first day of January 1869 the said note being given for money loaned this day in U.S. currency; Now therefore if the said note shall be duly paid together with all interest that may accrue thereon then this conveyance is to be utterly void and of no force otherwise to remain in full force and effect.

In testimony whereof I have hereunto set my hand and seal this day and year first herein written

Dated and in full this 28th day of February A.D. 1868 Hugh Lewis

U.S. R Stamp
Annexed & Cancelled

L. O. Baldwin (Seal)
F. M. Baldwin (Seal)