

00
M. H. Powell, Substitute Trustee
Lewis E. Monan et ux.
To S. D. d.
Little Pat Donohue

Filed for Record at 1 o'clock P M
Nov. 7th A.D. 1887

Recorded Nov. 19th 1887

Whereas on the 24th day of January A.D. 1886: Lewis E. Monan and Margaret Monan, his wife executed a certain Trust Deed to secure the British & American Mortgage Company (Limited) and others, naming therein Albert R. Shattuck as trustee, which trust deed is recorded in Book S S page 514 of the land record of conveyances in the Chancery Clerk's office of Madison County Mississippi, which was given to secure the debts and obligations therein set forth, evidenced by promissory notes, open accounts &c; and whereas said debts and obligations secured by said Trust Deed have been assigned and transferred in writing and delivered by the payees thereof and the cestui que trust therein to Adele Stadeler; and whereas said debts & obligations secured by said Trust Deed have long since been due & unpaid and whereas said Albert R. Shattuck on the 31st day of January A.D. 1887 in writing renounced his office as Trustee in said Trust Deed and declined & refused to act as Trustee therein, which renunciation of said Trust and declination & refusal to act is recorded in Book W W page 378 of the records of said County in said office of Chancery Clerk; and whereas said Adele Stadeler, the transferee and assignee of said cestui que trust and the legal owner & holder of the notes, indebtedness & obligations secured by said Trust Deed, upon the neglect & refusal of said Albert R. Shattuck to act as trustee therein, did on the 10th day of October A.D. 1887, name, constitute and appoint in writing M. H. Powell as Trustee, in the room & stead of said Shattuck, and did clothe said Powell with all the powers that were vested in said Shattuck by the terms of said Trust Deed, which appointment of said M. H. Powell as trustee is recorded in Book W W page 379 of the records of said County kept in said Chancery Clerk's office: and whereas default has been made in the payment of the debts secured by said Trust Deed and the agreements & covenants contained therein have not been kept; and whereas said Powell substituted Trustee has been requested in writing by said Adele Stadeler to take possession of the property described in said Trust Deed and sell the same as provided in said Trust Deed, which request is recorded in Book W W page 379 of the records of said County in said Chancery Clerk's office; and whereas said M. H. Powell Trustee as aforesaid, in pursuance of said request and in compliance with all the terms & conditions of said Trust Deed did on the 14th day

day of October A.D. 1887 post four notices that he would sell said property described in said Trust Deed to the highest and best bidder for cash before the South door of the Court House in Canton Mississippi on the 7th day of November A.D. 1887; all of which said four notices gave the time, place and terms of sale, and, and one of said notices was posted at the South door of the Court House in said County, one notice was posted at the Post office in said Canton, one of said notices was posted at the Depot in said Canton, and one of said notices was posted at Sulphur Springs in said Madison County, all of which four places are public places in said Madison County, and the said M. H. Powell having as trustee complied fully with all the terms & conditions of said Trust Deed and after having given the 20 days notice by advertisement as required in each & every particular did on this the 7th day of November A.D. 1887, at the hour of 11:30 o'clock A. M. expose at public auction & outcry to the highest & best bidder for cash for sale as aforesaid the property herein after described, as required in said Trust Deed when Little Pat Donohue offered and bid for the same the sum of Thirteen Hundred (\$1300⁰⁰) dollars cash, which was the highest & best bid therefore. Now therefore in consideration of the payment to me of said sum of Thirteen Hundred Dollars by the said Little Pat Donohue, the receipt of which is hereby acknowledged, I, M. H. Powell, trustee as aforesaid do hereby convey & warrant to the said Little Pat Donohue, all the right title & interest of the said Lewis E. Norman & Maggie Norman and all the title conveyed by them to the Trustee in said Trust Deed, of, in and to the following described real estate, situated in Madison County State of Mississippi, to wit, 17 acres off the South end $N\frac{1}{2}$ S. $N\frac{1}{4}$ Sec. 5, said 17 acres being so much of said $N\frac{1}{2}$ S. $N\frac{1}{4}$ of Sec. 5 as lies South of the large ditch commonly called and known as "The Canal" that portion of the $S\frac{1}{2}$ S. $S\frac{1}{2}$ Lot 6 in Sec. 6 lying between the Camden & Sulphur and Sulphur Springs Road and that portion of the $N\frac{1}{2}$ S. $S\frac{1}{2}$ of said Lot 6 in Sec. 6 lying South of said road, containing 25 acres more or less. Also all of lots 1 and 2 in Sec. 7 and lots 3 & 4 in Sec. 8 containing 356 $\frac{1}{2}$ acres, in all Three Hundred & Ninety Eight and one half acres, all in Town 10 Range 6 East.

The warranty herein given is not intended to bind me personally and individually, nor is it intended to bind the said Lewis E. & Maggie Norman and it is hereby intended that the aforesaid trust deed need never be recorded.

Witness my hand and seal this 7th day of November A.D. 1887.

W. H. Powell Seal
Substitute Trustee

All interinations made
acquire signature & delivery
W. H. Powell

State of Mississippi }
Madison County. }

Personally appeared before the undersigned,
W. C. Baldwin, Clerk of the Chancery Court of the said County,
the within named W. H. Powell, Substitute Trustee, who acknowledges
that he signed and delivered the foregoing deed on the day & year
herein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 7th
day of Nov. A.D. 1887

W. C. Baldwin Clerk.
By W. H. S. Gould S. C.

Jesse B. Averett } Filed for Record November 21
Unmarried } A.D. 1887 at 10 o'clock a.m.

J. V. W. Montgomery, Trustee } Recorded November 21st A.D.
For The } 1887.

Equitable Mortgage Co
Trustee of Trust

This Indenture made the eighteenth day
of November A.D. One Thousand Eight Hundred and Eighty
Seven by and between Jesse B. Averett, unmarried of the County
of Madison, State of Mississippi, party of the first part, and J. V.
W. Montgomery, Trustee hereof, of the County of Jackson, State of
Missouri, party of the second part and the Equitable Mortgage
Company, of Kansas City, Missouri, party of the third part, Witnessed
That the said party of the first part, in consideration of the debt &
trust hereinafter mentioned and created and the sum of one dol.
paid to the said first party paid by the said party of the second part
the receipt of which is hereby acknowledged, does by these presents
grant bargain and sell, convey and confirm unto the said party
of the second part, the following described Real Estate, situated in
the County of Madison in the State of Mississippi, to wit:
One South half of the South East quarter, Fifteen acres off of the
South end of the North half of the West half of the South East
quarter and Fifteen acres out of the South end of the South East
quarter, being all in said quarter Section South of a creek
at section five: The North half of the South East quarter

State file see page 160 Book V.V
No. 11. Yander

of Section Seven, the South west quarter the East half of the north west quarter and the West half of the East half of the north west quarter and the West half of the North east quarter and the West half of the East half of the North east quarter and the West half of the East half of the North east quarter and the West half of the East half of the North east quarter, all in Township Ten North of Range Three, East of the Cherokee Meridian; Lots Three and Four and the West half of Lots Five Six and Seven of Section Twelve, in Township Ten North of Range Two, East of the Cherokee Meridian, containing in all Twelve Hundred and seventy acres, more or less.

1/2 S E 1/4 15 ac. off S. and N 1/2 W 1/2 S E 1/4 + 15 ac. off S. and N 1/2 W 1/2 S E 1/4 (1/4 sec. S. Doaks Creek) - 5; 1/2 S E 1/4 7; S 1/2 E 1/2 N 1/2 W 1/2 + 1/2 E 1/2 S. 1/2 S E 1/4 + N 1/2 W 1/4 17 + N E 1/4 18 - all in 10-3, E. C. M. Lots 3 + 4 + 1/2 Lots 5, 6 + 10-12 10-2 - E. C. M. con. in all 1270 ac. and premises of said premises now deliver unto said party of the second part.

To have and to hold the same, together with all and singular the tenements, hereditaments, appurtenances, rights, privileges, rents and profits thereunto belonging or in any wise appertaining, and all machinery now upon, or which may be hereafter put upon, said premises whether attached or otherwise to the said party of the second part, and to his successors hereinafter designated, forever, the said party of the first part hereinafter mentioned with said party of the second part, for the use & benefit of the said party of the second part, its successors and assigns, that they are lawfully seized of an indefeasible estate in fee in said premises; that they have good right to convey the same; that said premises are free & clear of all liens and encumbrances; and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever, hereby expressly releasing and conveying all rights of dower or homestead in said premises; and I do hereby certify for the following purposes: Whereas, the said party of the first part is jointly indebted unto the said party of the third part in the sum of Four Thousand Dollars, according to the tenor and effect of one certain promissory note of even date herewith, duly executed by the said party of the first part, and payable in Gold Coins of the United States or its equivalent, on the first day of December A.D. 1892 to the order of the Equitable Mortgage Company, at its office in New York City, State of New York, with interest thereon from the date thereof at the rate of six per cent per annum, payable annually, on the first day of December in each year, according to the coupons or interest notes thereto attached. And whereas, said party of the first part, and each of them, together with said party of the third part and the endorsers or assignees of said promissory note and each of them, to have all titles & encumbrances general and special against said lands and improvements, removed within the time required by law; and also to keep the improvements upon said lands in good repair, and constantly insured in such companies as said third party may approve, until said note be paid, for the sum of at least Five Thousand Dollars, and the policy or policies thereof constantly assigned, pledged and

delivered to said party of the third part, or to the assignee or assignees of said note, for the purpose of securing the payment of said note with power to demand receive and collect from any and all persons becoming liable thereunder, and apply the same toward the payment of said note unless otherwise paid; and also to keep said land & improvements thereon free from all statutory lien claims of every kind; and also to protect the title & possession of said premises so that this deed of trust shall be a first lien thereon until said debt is paid; and if any or either of said agreements be not performed as aforesaid, then said party of the third part or said endorser or assignee, or any of them, may pay such taxes & assessments, and may effect such insurance, for said purpose, paying the cost thereof and may also pay the final judgment for any statutory lien claim, and may protect the title or possession of said land, including all costs and attorney's fees; and for the repayment of all moneys paid in the premises with interest thereon from the time of payment, at the rate of ten percent per annum, these presents shall be security in like manner and with like effect as for the payment of said note. Now, if said note and the interest thereon be paid when due, and said agreements be faithfully performed as aforesaid, then these presents shall be void, & the property hereinbefore conveyed shall be released at the cost of said party of the first part; but if default be made in the payment of said note or any part thereof, or any of the interest thereon when due, or in the faithful performance of any or either of the agreements as aforesaid, or if this deed of trust, or the debt or note hereby secured, shall be taxed under any existing laws of the State of Mississippi, or any laws hereafter passed, then the whole amount of said note with interest thereon, shall, at the option of the holder of said note become immediately due & payable without notice to said first party, and this deed shall remain in force, and the said party of the second part, or such person as the said party of the third part, or its successors or assigns shall appoint trustee in his place, by a duly executed deed of appointment, duly recorded in the county in which the land therein described is situated (who shall thereupon become his successor to the title to said property, and the same become vested in him in trust for the purposes and objects of these presents, and with all the powers, duties and obligations thereof) may, at the request of the holder of said note proceed to sell the property hereinbefore described, and any and every part thereof, and all right and equity of redemption of the said party of the first part, and the heirs, executors, assigns & said party therein, at public vendue, to be held either at the front door of the Court House in the County of Madison and State of Mississippi, or at any other place of public notice at the time, terms & place of sale, and in any case where the said advertisement in some newspaper printed & published in the county in which the land is situated, is in writing with

notices thereof in at least three public places in each county in which
 which shall be at the Court House or at such county seat
 Trustee may adjourn the sale from time to time in his discretion
 and upon such sale shall execute and deliver a deed or conveyance
 ance of the property sold to the purchaser or purchasers thereof,
 and any statement or recital of fact in such deed in relation to the
 more payment of the money hereby secured to be paid, evidence of
 of the indebtedness so secured, notice by advertisement or posting of
 notices, sale, the receipt of the money (and the appointment whereby
 such other trustee may become successor as herein provided
 shall be prima facie evidence of the truth of such statement or
 recital, and the said Trustee shall receive the proceeds of said
 sale, out of which he shall pay: first, the cost & expenses of
 executing this trust, including five per cent of the amount of
 said note as compensation to the Trustee for his services, and a
 sum equal to ten per cent of the amount of said note as solicitor
 fee; and, next, to said third party, or the endorsees or assignees
 of said promissory note upon the usual vouchers therefor, all money
 paid for insurance and taxes & judgment upon statutory liens
 and costs & interest thereon, as hereinbefore provided for; and, next,
 all of said note then due and unpaid, including interest then
 due thereon; and, next, the principal of such of said notes as
 are not due at the time of sale, with interest up to the time of
 such payment, and if not enough therefor then apply to said securities.
 The balance of such proceeds, if any shall be paid to the said party
 of the first part, or the legal representatives of said first party.
 And the said party of the second part covenants faithfully to perform
 the trust therein created.

And the said party of the second part hereby lets the said premises to said
 party of the first part, until a sale be had under the foregoing provisions
 thereof, upon the following terms as conditions thereof, to wit: The said
 party of the first part, and any and all persons claiming or possessing
 such premises, and any part thereof, by, through or under said first
 party, shall or will pay rent therefor during said term at the rate
 of one cent per month, payable monthly upon demand, and shall
 and will surrender peaceable possession of said premises and
 any and every part thereof sold under said provisions to said
 party of the second part, his successors, or the purchaser thereof under
 such sale, within ten days after the making of such sale &
 without notice or demand therefor. This deed of trust, and the
 note secured thereby shall be construed according to the laws of
 the State of Mississippi.

In Witness whereof the said party of the first part has
 hereunto set his hand and seal this 1st day of April 1882
 J. D. Howell

State of Miss } ss - (Personal and in presence of J. D. Howell, Justice of the Peace for the County of Madison, who acknowledged and
 County of Madison } in the presence of the undersigned, the first named party of the first part, and the said Justice of the Peace, who acknowledged and
 given under my hands & official seal this 1st day of April 1882.
 J. D. Howell

Jesse B. Overett
Do³/₁₀ unmarried
W. C. Williamson, Trustee
For
W. H. Powell

Received for Record Nov. 21st
A.D. 1887 at 10⁰⁰ o'clock A.M.
Recorded Nov. 21st A.D. 1887

Nov 18 1887
Satisfied see page 161 Book VV
Karyandee
L. C. Cook
Satisfied with out receiving 5⁰⁰
Exp. total amount of exp. and survey

This Indenture, made this eighteenth day of November A.D. one Thousand Eight Hundred & Eighty seven by and between Jesse B. Overett, unmarried, of Madison County, State of Mississippi, first party and W. C. Williamson Trustee herein, of Hinds County, State of Mississippi second party, and W. H. Powell of Madison County, Mississippi, third party, Witnesseth: That said first party, in consideration of the debt and trust hereinafter mentioned, and created, and of the sum of one dollar to said first party by said second party, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do grant, bargain, sell and convey unto the said second party or his successor in trust, forever, all the following described Real Estate, situated in Madison County, State of Mississippi, to wit: The South half of the South East quarter, Fifteen acres off of the South end of the North half of the West half of the South East quarter and Fifteen acres off of the South end of the South West quarter (being all of said quarter section South of Doaks creek of section five; the South half of the South East quarter of section seven; the South West quarter, the East half of the North West quarter and the West half of the East half of section eight; the West half of the North East quarter, and the North West quarter of section seventeen and the North East quarter of section eighteen in Township Ten North of Range Three East of the Choctaw Meridian; Lots three and four and the North half of Lot five, six and seven of section twelve, in Township Ten North of Range Five East of the Choctaw Meridian, containing in all, Twelve Hundred and seventy acres more or less

To have and to hold the same, and all the appurtenances thereto belonging, unto said second party, or his successor, forever, hereby releasing & conveying all homestead right therein: In trust, however, for the following purpose: Whereas, said first did make and deliver to the said third party, One promissory note, bearing even date herewith, for Eight Hundred Five and 33/100 dollars payable in Gold Coin of the United States or its equivalent, in five installments, the first installment of One Hundred sixty five & 33/100 dollars due on the first day of December 1888 and the other installments of One Hundred and Sixty dollars each, due on the first day of December in each year thereafter until paid: The first party agrees that if he shall fail to pay said money or any installment thereof when the same become due, or shall fail to pay the same when so demanded or shall prefer to be fore in same

Becomes delinquent, or shall fail to perform or comply with any of the foregoing conditions or stipulations, then the same sum of money hereby secured shall become due and payable at the election of the holder thereof, without notice of said election to the first party; and the said second party or some person as the legal holder of said indebtedness or of any part thereof, may, whenever he so desires to do, by a deed or agreement duly executed and recorded, appoint and substitute trustee to act instead of the second party, who shall thereupon be the successor of the second party to the title to said property, and the same become vested in him, in trust for the purpose & objects of these presents, and who with all the powers duties & obligations thereof, may proceed to sell the property hereinbefore described, and any and every part thereof, at public vendue, in the highest bidder, at the front door of the Court House in the County where the premises are situated, for cash, first giving twenty days public notice of the time, terms & place of sale, and of the property to be sold, by advertisement in some newspaper printed & published in the County where the premises are situated, or by posting written notices thereof in at least three public places in such County, one of which shall be at the Court House door of such County; and said Trustee may sell at the time appointed in such advertisement, or may adjourn the sale from time to time at discretion; and upon such sale shall execute and deliver a deed of conveyance of the property sold, to the purchaser or purchasers thereof, and any statement or recital of fact in such deed shall be, prima facie evidence of the truth of such statement or recital, and said Trustee shall receive the proceeds of said sale, out of which he shall, pay, first, the costs and expenses of executing this trust, including lawyer fees, & the amount of said note as compensation to the Trustee for his services; and next, to the legal holder or holders of said indebtedness upon the usual vouchers therefor, all moneys paid for insurance and taxes, and judgment upon statutory lien claims, which he may have been obliged to pay to protect the debt hereby secured and which he is hereby authorized to pay upon default of the first party to pay the same, and interest thereon at ten per cent per annum, and next, all of said note; and the balance of the such proceeds, if any, shall be paid to the said first party, or the legal representative of said first party. This deed of Trust and the note hereby secured shall be construed according to the laws of the State of Mississippi. In witness whereof, the said first party has hereunto set his hand the day and Year first above written.

James E. Orrill

State of Mississippi } ss

Madison County } Personally appeared before me, C. P. DeLoach, Clerk of the Court & Ex. Officer of said County & State the within named _____

monstrated, who acknowledged that he signed & delivered the foregoing instrument as the said _____ of the County of _____ State of Mississippi, on the _____ day of _____ 18__.

This mortgage is fully paid and satisfied and is null and void as far as in said fact is concerned as recorded in deed Book N. N. P. 13. March the 10th 1888 N. N. P. 13. March the 10th 1888

Yazoo & Mississippi Valley Railroad Company
503 Malaga
Edmund J. Gibbon &
Alexander G. Hackstaff
Trustees

Filed for record at 10 o'clock A.M.
Novr. 28th A.D. 1887
Recorded Novr. 28th 1887

This Indenture, made on the first day of December, A.D. 1886, by and between the Yazoo and Mississippi Valley Railroad Company, a corporate body created under the laws of the State of Mississippi, party of the first part, and Edmund J. Gibbon, a citizen & resident of the State of New York, and Alexander G. Hackstaff, a citizen and resident of the State of New Jersey, Trustees, parties of the second part, Witnesses:

That the Yazoo & Mississippi Valley Railroad Company, party of the first part aforesaid, as authorized by its charter, has heretofore constructed and put in operation that part or division of its railroad extending from a junction with the Chicago, St. Louis and New Orleans Railroad near Jackson, Mississippi, to and within Yazoo City, Mississippi, and on the first day of December, 1884, executed a mortgage therein securing coupon bonds, to the amount of one million dollars, which are now outstanding.

That said party of the first part, as authorized by its charter, has since said time constructed and put in operation that part or division of its railroad in the State of Mississippi, extending from Yazoo City to Parsons, and that part extending from Schula Junction to Lexington, Mississippi, and has acquired and is now in possession of the railroad extending from Lexington to Durant, Mississippi. That in order to make these last mentioned extensions and to acquire the railroad from Lexington to Durant aforesaid, it borrowed large sums of money, which, together with the interest thereon, on this, the 1st day of December, 1886, amounts to the sum of \$1,554,554²⁰/₁₀₀ dollars, and it agreed, as one of the conditions of said loan, to secure the same by new mortgage. That it is estimated that a considerable expenditure will be required for maintaining, preserving and perfecting said railroads, and that it is to the interest of said party of the first part that its present debt represented by the divisional mortgage bonds aforesaid, and its debt aforesaid for the extensions and purchase aforesaid, and a sufficient sum for the betterment of its railroad aforesaid, should be secured by a first mortgage on all the railroad now owned or in possession of said party of the first part.

And the holders of its outstanding bonds aforesaid, and as it, unsecured, have aforesaid, have expressed their willingness to accept in payment or in lieu thereof, its mortgage bonds secured by a mortgage for two million, one hundred thousand

dollars, covering all its railroad, river construction and improvements. Now therefore the party of the first part aforesaid, for the purpose of funding its said indebtedness and providing the additional means aforesaid, proposes to make and issue its registered bonds or obligations to the amount of two million eight hundred thousand dollars, each of said bonds to be for the sum of one thousand dollars or some multiple thereof, as may be preferred by the purchasers or takers of the said bonds, and to bear date on the first day of December, A.D. 1886, and to be payable to the registered owner thereof in gold coin of the United States at the present standard of weight and fineness, in the City of New York, on the first day of December, A.D. 1926, with interest thereon at the rate of five per cent. per annum, payable semi-annually at the same place, in like gold coin, on the first days of June & December in each year, until the principal sum shall be paid, and to be in the form and contain the provisions following, that is to say:

No. --- United States of America
 --- State of Mississippi ---
 --- Yazoo and Mississippi Valley
 --- Railroad Company.
 --- First Mortgage Gold Bonds.
 --- (Registered)
 --- Payable A.D. 1926
 --- Total Issue of \$ 2,800,000

The Yazoo and Mississippi Valley Railroad Company acknowledges itself indebted to, and hereby promises to pay, the registered owner hereof the sum of --- dollars at the office or agency of the said Company, in the City of New York, in gold coin of the United States of America of the present standard of weight & fineness, on the first day of December A.D. 1926, with interest thereon at the rate of five per cent. per annum, to be paid half yearly at the same place, in like gold coin, on the first days of June and December in each year until such principal sum shall be paid.

This Bond is registered in the name of the owner in a book kept for that purpose by the Company at its office or agency in the City of New York, and no transfer of the said bond shall be valid unless made upon said book by the registered owner in person or his duly authorized representative, not unless such transfer shall be noted on the bond by the Secretary or the Transfer Agent of the Company. Such registered owner may at any time surrender this bond to the Company for cancellation, and receive in exchange therefor the non-registered bonds of said Company of one thousand dollars each, equal in amount to the principal of this bond - all such non-registered bonds shall bear the same date and be made payable with the same rate of interest and in like gold coin and in like manner as this bond.

This bond and to have interest coupons attached representing the interest accrued or to accrue thereon from the time the last installment of interest became due and was paid, on this bond before the surrender thereof.

This bond is issued under a mortgage made by the said Railroad Company to Edmund T. H. Gibbon and Alexander G. Hackstaff as Trustees, bearing even date herewith, and when the certificate hereon endorsed is signed by said Trustees, or their successors in trust, it will be secured thereby.

In witness whereof, the said Railroad Company has caused its common seal and the signatures of its President & Secretary to be hereto affixed the first day of December A.D. 1886.

Trustees' Certificate

" The within bond is secured by and has been issued
 " in pursuance of the trust created and conditions
 " contained in a mortgage made by the Yazoo
 " and Mississippi Valley Railroad Company to
 " Edmund T. H. Gibbon and Alexander G. Hack-
 " staff, as Trustees, and dated December 1st A.D.
 " 1886.

And whereas, the said party of the first part has, with the unanimous consent of all its shareholders, lawfully declared, at a special meeting duly called for that purpose, ratified and approved this mortgage & its execution, as of December 1, 1886, and determined and agreed, for the benefit and security of all persons and bodies politic or corporate who shall become owners of the registered bonds to be issued as hereinbefore mentioned, or holders of any of the non-registered bonds which may be issued in substitution & exchange for any of the said registered bonds, pursuant to the provisions in that behalf in said last mentioned bonds contained, to secure the payment of the said bonds by this mortgage or deed of trust. To the end, therefore, of securing the payment of the registered bonds to be issued as hereinbefore mentioned, to the amount of two million eight hundred thousand dollars, and of all such non-registered bonds as may be issued in substitution or exchange for any of the said registered bonds pursuant to the provisions in that behalf herein contained, and the interest thereon as the same shall become payable according to their tenor and effect, all of which bonds are to be deemed equally secured by these presents, without preference or one over the other; and in consideration of one dollar to it in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, the said party of the first part hath granted, bargained and sold, and done by these presents grant, bargain and sell unto the parties of the second part, their heirs, successors and assigns, the railroad of the said party of the first part, extending from its junction with the Chicago & St. Louis and New Orleans Railroad, at or near Jackson, in

Hinds County, Mississippi, and extending from Tchuloh, Sweden through Lexington to Durant, Mississippi, in all or upwards of forty miles of railroad, more or less, it being all the railroad now constructed or in operation belonging to the Yazoo & Mississippi Valley Railroad Company, with the right of way, graded superstructure, tracks, sidings, stations and station grounds, workshops, engine houses, warehouses, elevators and other structures belonging to the said railroad or used in connection therewith; and also all and singular the easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the revenues, remainder, toll, income, rents, issues and profits thereof, including also all the rights, privileges and franchises of the said party of the first part appertaining to the said mortgaged premises above described and necessary to the proper maintenance and use thereof, but not including any railroad which said Company may hereafter build or acquire, nor any other extension of the railroad as said Company which may hereafter be made under authority granted in its charter; nor any engines, cars or rolling stock, nor the telegraph line of the party of the first part nor its appurtenances, whether now owned or hereafter acquired; but this mortgage does include and cover the franchise to use, operate and enjoy the railroad aforesaid now in operation, and the right to fix, demand, receive and collect toll and compensation thereon, and also every right which is necessary to the full use and enjoyment of the mortgaged premises, including the exemption thereon from taxation as provided in the charter of the party of the first part.

To have and to hold the said mortgaged premises and every part thereof and the appurtenances, with the exceptions aforesaid unto the said parties of the second part, their successors & assigns, in trust for the use and purposes, and with the rights and powers and subject to the provisions, agreements, covenants & stipulations hereinafter set forth and declared, that is to say:

1. - The said party of the first part hereby covenants with the said Trustees that the principal of the bonds secured by and issued under this indenture shall never exceed the sum of two million eight hundred thousand dollars, and that the said bonds and the proceeds thereof shall be used for and appropriated to the objects and purposes hereinbefore specified.

2. - Each of the registered bonds which shall be issued under and pursuant to the provisions of this indenture shall be registered in the name of the owner in a book to be kept for that purpose by the Yazoo and Mississippi Valley Railroad Company at its office or agency in the city of New York, and no transfer of the said bond shall be valid unless made upon said book by the registered owner in person, or his duly authorized representative, nor unless such transfer shall be noted on the bond by the secretary or the Treasurer or Agent of the Company. The person registered upon such bonds

book as the owner of any such registered bond may at any time surrender the same to the Company for cancellation, and receive in substitution and exchange therefor the non-registered bonds of said Company of one thousand dollars each, equal in amount to the principal of this bond - all such non-registered bonds to bear the same date and be made payable with the same rate of interest and in like gold coin, at the ^{same} time and place, as the registered bond for which they shall be issued in exchange, and to have interest coupons attached representing the interest accrued or to accrue thereon from the time the last installment of interest became due and was paid on the said registered bond before the surrender thereof, and to be in the form and to contain the provisions following, that is to say:

United States of America
State of Mississippi

No. --- \$ 1,000
Gazoo & Mississippi Valley Rail-
Road Company.
First Mortgage Gold Bond,
Payable A.D. 1926.

Authorized issue, \$ 2,800,000.

The Gazoo and Mississippi Valley Railroad Company acknowledges itself indebted to, and hereby promises to pay the holder hereof the sum of one thousand dollars, in the City of New York, in gold coin of the United States of America of the present standard of weight and fineness, on the first day of December A.D. 1926, with interest thereon at the rate of five per cent. per annum, to be paid half yearly at the same place, in like gold coin, on the first days of June and December in each year, upon presenta-
tion and surrender of the annexed coupons as they shall re-
spectively become due, and until such principal sum of one thousand dollars shall be paid.

This bond is issued under a mortgage made by the said Railroad Company to Edmund J. H. Gibson and Alexander H. Hackstaff, as Trustees, bearing even date herewith, and when the certificate hereon endorsed is signed by said Trustees or their successors in trust, it will be secured thereby.

In witness whereof the said Railroad Company has caused its common seal and the signature of its President and Secretary to be hereto affixed the first day of December A.D. 1886

Trustees' Certificate

The within bond has been issued in exchange for a registered bond secured by and duly issued in pursuance of the trust created and conditions contained in a mortgage.

"made by the Yazoo and Mississippi Valley Railroad Company to Edmund J. W. Gibson and Alexander G. Hackstaff, as Trustees, and dated December 1, A.D. 1886. The said registered bond having been surrendered and cancelled, this bond is secured by the said Trust."

3. - Before any ^{new} registered shall be issued in substitution or exchange for a registered bond, as provided in the preceding paragraph, the said registered bond shall be surrendered to the said The Yazoo and Mississippi Valley Railroad Company and be cancelled by the said Trustees. When this shall be done, the certificate to be endorsed upon the said new registered bond, in the form provided in the preceding paragraph, shall be signed by the said Trustees.

4th - The said party of the first part shall in due season pay off and discharge, or cause to be paid off and discharged all taxes and assessments, general or special, which may from time to time be lawfully levied or imposed by competent authority upon the railway property and premises described in this mortgage, or upon any part thereof, the lien whereof might or could be held superior to the lien of this mortgage, so that the priority of this mortgage shall at all times be duly maintained and preserved, until all the indebtedness secured thereby shall be fully paid and satisfied.

5. - Until default shall be made in the payment of the principal or interest of the bonds which shall be issued under and secured by this indenture, or some of them, or until default shall be made in respect of something herein required or agreed to be done, paid, kept or performed by said party of the first part, the said party of the first part shall be permitted to retain possession of the said railroad and other property hereinbefore described and its appurtenances, and to use, manage, operate and enjoy the same, and to take, receive and dispose of all the receipts, earnings, revenues, profits and losses thereon, in the same manner as if this indenture had not been made.

6. - In case default shall be made in the payment of the principal of any of the aforesaid bonds issued or to be issued pursuant to the provisions of this indenture, according to their tenor, or in the payment of any interest accruing thereon, or any interest warrant or coupon issued for the payment thereof, at the time the same shall become due, or in case default shall be made in the performance or observance of any condition, stipulation or requirement binding upon the said party of the first part by the terms of this indenture, and such default shall continue for the period of four

calendar months, then upon the requisition in writing by the holder as one-fourth of the said bonds unpaid and outstanding, it shall be lawful for the said Trustees (in case of default continuing), personally, or by their authorized attorneys or agents, to enter upon, and take possession of all and singular the premises hereby conveyed or intended to be conveyed; and as attorneys in fact and agents of said party of the first part, by themselves or their agents, to use, operate and manage the same in such manner as they shall judge the interests of said bondholders may require; and in such case, the party of the first part doth hereby covenant that it will, on request, peaceably surrender to said Trustees or their agents, the possession of the premises, and all the property and effects which are intended to pass by this grant, with all books, papers, contracts, deeds and other documents pertaining to the said premises hereby mortgaged; and the said Trustees are hereby authorized, on the continuance of said default, to receive the revenues of the said mortgaged premises, and to expend the same in payment of the repairs made and expenses incurred in the management and operation thereof, and in the execution of this trust, applying the surplus, if any there be, to the payment of the interest which shall have become or shall fall due upon any of the bonds aforesaid, ratably, in the order in which it shall have accrued, without discrimination or preference.

17. In case default shall be made as aforesaid, and continue as aforesaid, the said Trustees are hereby authorized & empowered by the laws of Mississippi then in force shall not forbid the exercise of this power - upon such requisition in writing as is hereinbefore specified, after entry as aforesaid, or without entry, to sell and dispose of all and singular the premises hereby granted or intended to be granted, to the highest bidder at public auction, in the City of New York, in the State of New York, at such place in said City and at such time as they may designate & appoint, having first given notice of the place and time of such sale, by advertisement published not less than three times a week for six consecutive weeks in one or more daily newspapers published in the Cities of New Orleans and New York, and in a weekly paper published in Sagvob City, Miss., once a week, and to adjourn the said sale from time to time in their discretion; and if so adjourning, to make the sale at the time and place to which the same may be so adjourned; and to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple; which sale and conveyance shall be a perpetual bar, both in law and equity, against the said party of the first part and all other persons lawfully claiming or

to claim the said premises, or any part thereof, by, from, through or under said party of the first part; and after deducting from the proceeds of such sale the cost and expense thereof, and enough to indemnify themselves for all advances which may have been made, and against all liabilities which may have been incurred in the execution of this trust, as well as a reasonable compensation for their own services, the said Trustees shall apply the residue of the said proceeds, or so much thereof as may be necessary to the payment, first, of the interest which shall be due upon any of the aforesaid bonds, in the order in which it shall have accrued; and, next, to the payment of the principal of the said bonds then outstanding and remaining unpaid, whether said bonds shall then have become due or not, such payments to be made ratably, without discrimination or preference; and if there shall remain any surplus after payment of all the said bonds in full both principal and interest, the same shall be paid over to the said party of the first part, its successors or assigns; and it is hereby declared, that the purchaser or purchasers of the said premises shall not be answerable for the application of the purchase money.

8. — In case default shall be made as aforesaid, and shall continue as aforesaid, it shall be lawful for the said Trustees, upon such requisition as is hereinbefore specified, if they should deem it more safe or advantageous to bring the premises to a judicial sale, or if the laws of Mississippi then in force should not permit the exercise of the foregoing power, to take a proper legal proceedings to foreclose the equity of redemption in the party of the first part, and of all persons having any legal or equitable rights or interest in and to the premises hereby granted, and to enforce the rights of the bondholders under this deed of trust; and should the said Trustees resort to such judicial proceedings, it shall likewise be lawful for them, in the event aforesaid, to declare the principal of all the said bonds then unpaid and outstanding immediately due and payable, and the same shall thereupon, as against the said party of the first part, its successors and assigns become immediately due & payable, anything contained in the said bonds to the contrary notwithstanding. The proceeds of sale, in the event of such foreclosure, shall, after such deductions as may be necessary for the expenses of the trust and the cost of the proceedings and sale, and for indemnity to the Trustees, as provided in the preceding paragraph, be appropriated and applied in the manner in that paragraph directed in the case of a sale pursuant to the power thereby conferred.

9. — In case, at any time hereafter, either of the said Trustees, or any trustee hereafter appointed shall die, resign or for any cause become incapable of acting in said trust, a successor

of such trustee shall be appointed by the surviving or continuing trustee, or if the trust be wholly vacant, then, upon the application of any person interested and notice to the said party of the first part, by the judge of the Circuit Court or District Court of the United States for the judicial district in which any part of the aforesaid railroad may be situated, and the trustee so appointed by the surviving or continuing trustee, with such surviving or continuing trustee, or the trustee so appointed by the said Circuit or District Judge, as the case may be, shall thereupon become vested with all the premises, authority and estate, granted to and conferred upon the parties of the second part by these presents, as fully to all intents and purposes as if he or they had been an original party hereto; and it is mutually agreed and declared by the parties hereto, that the word "Trustees" as used in these presents, shall be construed to mean the Trustees for the time being, whether both or one be original or new, and whenever a vacancy shall exist, to mean the surviving or continuing trustee; and such surviving or continuing trustee shall, during such vacancy, be competent to exercise all the powers granted by these presents to the party of the second part.

10. - No trustee shall be required to take any step in the execution of this trust likely to subject him to expense, unless the holders of said bonds, or some of them, shall give sufficient security to indemnify such trustee from any such liability, and the said Trustees shall be at liberty to employ counsel, learned in the law, in all suitable cases, whose reasonable fees shall be a proper charge in their accounts. And it is hereby further provided, that the said Trustees shall neither of them be individually liable for the neglect or default of any co-trustee, or of any agent by them appointed, when such agent shall have been employed with reasonable discretion, but shall only be required to exercise good faith and ordinary prudence and diligence in the performance of their respective duties.

And the said party of the first part, covenants and agrees with the said parties of the second part that it will at any and all times hereafter, at the request of the said Trustees, make, execute, acknowledge and deliver all such further deeds, covenances and assurances in the law, for the better assuming unto the said Trustees and their successors in the trust hereby created upon the trusts herein expressed, the mortgaged premises hereinbefore granted, or intended to be granted as by the said Trustees, or the survivor of them, or their successors, or by their or his counsel, learned in the law, shall be reasonably advised or required.

And the parties of the second part severally accept the trusts created by these presents, and covenant with the party of the first part that they will execute the same according to the meaning and intent of the said instrument.

State of New York } ss. Be it remembered that on this 15 day of November A.D. 1887 before me William H. Clark, a
City & County of New York } Commissioner of the State of Mississippi, in and for the State of New York, residing in said
City of New York, personally appeared the for going named Esquire of H. C. Blair and Alexander
H. Hackett, who a claim to legal that they signed, sealed & delivered the foregoing instrument, as
the day & place herein named, as their voluntary act and deed, and they acknowledged the same to me
in witness whereof I have hereunto set my hand and affixed my official seal this 15th day of November A.D. 1887
Wm. H. Clark, Commissioner for Mississippi, in New York
117 Broadway N.Y. City.

In witness whereof, the said the Yazoo & Mississippi Valley Railroad Company has caused its name and corporate seal to be hereunto affixed and these presents to be subscribed by its President & Secretary and the said parties of the second part have hereunto set their hands and seals the day & Year year above written.

The Yazoo and Mississippi Valley Railroad Company,
By J. C. Clarke
President

Attest:
J. D. McCormick
Secretary
E. J. H. Gibson
H. G. Hackett

Incorporated
Yazoo
and
Mississippi
Valley R. R. Co.
1882

State of Mississippi }
County of Hinds }

Personally appeared before me, J. A. P. Campbell, a Judge of the Supreme Court of said State James C. Clarke, President of the Yazoo & Mississippi Valley Rail Road Company, and J. D. McCormick, Secretary of said Company, both of whom are personally known to me to be the same persons whose names are subscribed to the foregoing deed of trust or mortgage, and who are also known to me to be the President and Secretary respectively of the said Yazoo & Mississippi Valley Railroad Co., and who severally acknowledged that they signed, sealed and delivered the foregoing instrument as the free & voluntary act of the said the Yazoo & Mississippi Valley Railroad Company, and as their act and deed as President and Secretary thereof, for the purposes and uses therein set forth at the Year and date therein mentioned.

Done to and subscribed before me this 5th day of November, 1887
J. A. P. Campbell

C. H. Hoffman } Filed for record at 2 o'clock P.M. Nov. 21st A.D. 1887
Lois Lindeman } Recorded Nov. 23rd A.D. 1887

In consideration of the sum of one hundred and twenty five dollars to me paid by Lois Lindeman the receipt whereof is hereby acknowledged, I, C. H. Hoffman, do hereby sell and convey & warrant specially the following described real estate in Canton, Madison County, Mississippi,

to wit: One undivided one half of that certain lot lying on the North side of Centre Street and fronting on said Street 100 feet, and receding back North 200 feet, being bounded on the West by the lot of said Louis Lindeman, in which his harness shop stands and on the East by the residence lot of J. J. Gilman.

To have & to hold to him the said Louis Lindeman, his heirs & assigns forever

Witness my hand this 5th day of November 1887

R. H. Hoffman

State of Mississippi } ss
Madison County }

Personally appeared before the undersigned, H. C. Baldwin, Clerk of the Chancery Court of the said County, the within named R. H. Hoffman, who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 5th day of November A.D. 1887.

H. C. Baldwin, Clerk
By H. A. Gould S.C.

L. P. Donahoe
J. C. Donahoe
To 3 015
(Robt. Powell Trustee
for
R. C. Smith

Filed for Record at 4³⁰ o'clock P.M. Nov 9th
A.D. 1887
Recorded Nov. 23^d A.D. 1887

Being indebted to R. C. Smith in the sum of \$ 287⁰⁰/₁₀₀ due by note of even date herewith on Nov. 7th 1888 and in the further sum of \$ 325⁰⁰/₁₀₀ by note of even date herewith falling due Nov. 7th 1889 and wishing to secure the payment of said note, we do hereby bargain, sell, convey and warrant to Robt. Powell as trustee, the following lands situated in Madison County, State of Mississippi, viz, Lot 4 & the N.W. 1/4 of Sec. 8 and Lot 3 Sec. 8 & thirteen (13) acres off of the N.E. 1/4 of Sec. 7 between Choctaw boundary line & section line being East of said Choctaw boundary line & 1 1/4 acres off of the South end of W 1/2 of S.W. 1/4 Sec. 5, all being in Township Ten Range 5 East; to have and to hold forever, being the lands we now reside on and one horse named Bob and all the cattle we now own being about ten head and now on said place and one thimble skin wagon and harness being the only wagon we have. But this deed is in trust viz: If said notes are paid at maturity this deed is void. But if default be made in the payment of either or either of said notes then the said trustee or his successor

This deed is given in full
Satisfied Nov 11 1887

shall at the request of the holder of either of said notes advertise said property for sale for ten days before day of sale by posting notice of said sale at Court House door in Canton, Mississippi and shall sell the same for cash to the highest bidder at public outcry between the hours of 11 o'clock A. M. and 4 o'clock P. M. in said City of Canton and from the proceeds of sale shall apply the same towards the payment of said notes, if enough, and balance shall be paid over to the undersigned and shall make a deed conveying said lands to the purchaser. If Powell cannot or will not act, any holder of said note shall or may appoint an other person to act in place of Powell & such appointee shall have all powers given Powell.

Witness our signatures this 7th Nov. 1887

L. P. Donahoe
 Allie Donahoe

The State of Mississippi }
 County of Madison }

This day personally appeared before me D. T. Brown, a Justice of the Peace of said County, L. P. Donahoe and Allie Donahoe, who severally acknowledged that they signed and delivered the foregoing deed of trust on the day and year therein named Under my hand & seal this the 8th day of November A.D. 1887.

D. T. Brown, J. P.

Joseph C. Steele et ux } Filed for Record at 9 o'clock A.M. Nov.
 Ed S. Reed } 10th A.D. 1887
 Mike Omara et ux } Recorded Nov. 24th A.D. 1887

This Indenture made and entered into this 7th day of Nov. A.D. 1887, between Joseph C. Steele and his wife Margaret A. Steele, parties of the first, and Mike Omara and his wife Mary Omara, parties of the second part; in witness that the said parties of the first part, for and in consideration of Four Hundred Dollars, to them in hand paid, the receipt of which is hereby acknowledged, have bargained, granted, sold, and conveyed by convey, unto the parties of the second part, all our right, title, interest and claim in the undivided right, title, claim and interest, we own in and the following described lands, situated in the County of Madison and State of Mississippi, known and described as the 16 acres off the S.W. corner of 1/2 of 1/4 Section 2 (Two) Township 10 Range 4 East and fifty seven acres of or more and 0. The S.E. Quarter of section Three, Township Ten Range Four East and S.E. quarter less twenty acres East of Public Road and the E 1/2 of 1/4 of Section Ten Township Ten Range 4 East.

and seven acres off N. W. corner of the 1/2 of 1/4 section eleven
Township Ten Range 4 East, in all three hundred acres more or
less. To have and to hold unto the parties of the second part,
their heirs and assigns forever. And the said parties of the first
part, do covenant, and warrant, that they are seized in
fee simple of the land above conveyed, and further that they
will defend against all persons claiming title thereto, adversely
to the title hereby conveyed. Witness our hands as a. Seals the
day and year in these presents above written

Joseph C. Steele (Seal)
Margaret A. Steele (Seal)

The State of Mississippi }
Adams County }

Personally appeared before me, Allison
H. Foster, Clerk of the Chancery Court of said County, Joseph
C. Steele & Margaret A. Steele, and acknowledged that they
signed, sealed and delivered the foregoing instrument of
writing, on the day and year therein mentioned, as their
voluntary act and deed

Witness my hand and seal of said Court, this 7th
day of Nov. 1887.

Allison H. Foster, Clerk.

J. N. Nichols } Filed for Record at 10 o'clock a.m. Nov. 11th A.D. 1887
Do. } Sealed
Steve Brown } Recorded November 24th A.D. 1887.

In consideration of the sum of four hundred
dollars secured by the promissory notes of Steve Brown, I have
this day conveyed and warranted to him the following lands
lying in Madison County, Miss., to wit: 1/2, S.W. 1/4 of sec. 6 in
T. 10 R. 4 E. and thirty acres in the N.E. 1/4 of Sec. 12 T. 10 R. 3 E.
lying North of Doak's Creek and West of the thirty acres this day
conveyed to Lawson Collins.

Witness my hand Signature the 8th day of Nov. 1887.

J. N. Nichols

State of Mississippi }
Madison County }

Personally appeared before me (A. J. Bramford
a Justice of the Peace of the County of Madison, said State, J. N.
Nichols, who acknowledged that he signed & delivered the
foregoing instrument on the day & Year therein mentioned
as his act and deed.

Given under my hand 8th day of Nov. 1887

A. J. Bramford

J. N. Nichols } Filed for Record at 10 o'clock a.m. Nov. 11th 1887.
 To: S. S. C. D. }
 Lawrence Collins } Recorded November 24th A.D. 1887.

In consideration of the sum of four hundred dollars secured by the promissory notes of Lawrence Collins, I have this day conveyed and warranted to him the following lands lying in Madison County, Miss, to wit: $\frac{1}{2}$ of $\frac{1}{4}$ of sec. 7 and five acres off of the South West corner of $\frac{1}{4}$ of section six in T. 10 R. 4 E. and thirty acres off of the East side of fifty nine acres lying North of Doaks Creek in the N.E. $\frac{1}{4}$ of Sec. 12 T. 10 R. 3 E. and one acre off the N.E. corner of the $\frac{1}{4}$ of Sec. 12 T. 10 R. 3 East.

Witness my hand & signature the 8th day of Nov. 1887
 J. N. Nichols

State of Mississippi }
 Madison County }

Personally appeared before me A. J. Brauford, a Justice of the Peace of said County & State, J. N. Nichols, who acknowledged that he signed and delivered the foregoing instrument on the day & year therein mentioned as his act & deed. Given under my hand this 8th day of Nov. 1887.
 A. J. Brauford J. P.

Lawrence Collins } Filed for Record at 10 o'clock a.m. Nov. 11th 1887
 To: S. S. D. }
 J. S. Ward Trustee } Recorded November 24th A.D. 1887
 of }
 J. N. Nichols }

In consideration of my indebtedness to J. N. Nichols of four hundred dollars secured by my three notes the last one falling due on the first day of Nov. 1891, I have this day conveyed and warranted to J. S. Ward, trustee the following lands lying in Madison County, Miss, to wit, the $\frac{1}{2}$ of $\frac{1}{4}$ of sec. 7, less 18 acres off of S.E. corner and 5 acres off of S.W. corner of $\frac{1}{4}$ of Sec. 6 in T. 10 R. 4 E. and thirty acres off of East side of fifty nine acres lying North of Doaks Creek in Sec. 12 T. 10 R. 3 East in trust to secure the above debt and in default of the payment of the last of said notes at maturity on the above lands be abandoned at any time by me then it shall be the duty of said trustee to sell said lands to pay said debt first giving notice of sale in three public places for thirty days, and said Nichols, or the holder of said notes may appoint another trustee to execute the purposes of this trust.

Witness my hand & signature the 8th of Nov. 1887
 Lawrence Collins
 mark

State of Mississippi }
 Madison County }

Personally appeared before me A. J. Brauford

a Justice of the Peace of said County & State, Lawson Collins who acknowledged that he signed and delivered the foregoing instrument on the day & Year therein mentioned as his act & deed.

Given under my hand 8th Novr 1887.

A. J. Braunsford, J. P.

Steve Brown
To 3 2/5
J. S. Ward, Trustee
To secure
S. N. Nichols

Filed for Record at 10 o'clock A. M. Novr 11th A. D. 1887

Recorded Novr 24th A. D. 1887

In consideration of my indebtedness to S. N. Nichols, in the sum of four hundred dollars by my three notes, the last one falling due on the first of Novr 1891, I have this day conveyed and warranted to J. S. Ward, trustee, the following lands lying in Madison County, Miss, to wit 1/2 of S. W. 1/4 of Sec. 6 in T. 10 R. 4 East and thirty acres off of West side of fifty nine acres lying North of Doaks Creek in Sec. 12 T. 10 R. 3 East in trust to secure said debt and the said trustee is authorized in default of payment of the last of said notes at maturity to advertise said lands by written poster, in three public places for 30 days and sell the same and apply the money arising from said sale to the payment of said debt and should the lands be abandoned by me at any time a sale may as above. And said Nichols or the holder of said notes may at any time appoint another trustee to carry out the purposes of this trust.

Witness my hand and signature the 8th day of Novr. 1887.

Steve Brown
mark

State of Mississippi }
Madison County }

Personally appeared before me, A. J. Braunsford a Justice of the Peace of said County & State Steve Brown, who acknowledged that he signed & delivered the foregoing instrument on the day & year therein mentioned as his act & deed.

Given under my hand this 8th Novr 1887.

A. J. Braunsford, J. P.

Moary E. Kelly
John Kelly
To
J. S. Ward, Trustee
rec of
Foot & Smith

Filed for Record at 8 o'clock P. M. Novr. 12th A. D. 1887

Recorded November 24th A. D. 1887.

Being indebted to Foot & Smith of Canton Miss, in the sum of \$268.50 Two Hundred & Eighty 50/100 dollars

John M. Kelly

evidenced by three notes of Mary E. Kelly of even date herewith; One note for \$89⁶⁰ due forty days from date; one for \$89⁶⁰ due eighty days from date and one for \$89⁶⁰ due in one hundred and twenty days from date with interest from date, at the rate of ten per cent per annum and wishing to secure this indebtedness we do hereby bargain, sell, alien and convey to J. S. Ward, trustee the following tract of land in Madison County, State of Mississippi viz: That lot known as lot no. 3 of Luckett's plot, near Canton, containing 26 acres in section 18 T. 9 R. 3 East, being the same land conveyed to Mrs Mary E. Kelly by P. M. Hester & wife dec^d recorded in records of deeds of Madison Co., S. D. page 91 and being North of Canton Miss and lying between the Moor's Bluff Road and the J. C. R. R. ^{W. V. 4th} and one half miles from Canton, adjacent to and North of ^{Place} Place. To have & to hold forever & we

OFFICE OF
 CAMPBELL & STARLING,
 ATTORNEYS AT LAW,
 GREENVILLE, MISS.

Greenville, Miss. November 7th 1887

conveyance is upon trust, if deed is void, but if said holder of the notes may have lands before the Court sale of same for ten days by posting notice of sale at Court House door in said Co. which shall be for cash to the best bidder before the door of the Court House aforesaid and from proceeds shall pay off said notes and pay cost incident to executing this trust if any remain shall hand it back to said Mary E. Kelly and the trustee shall make deed to the purchaser conveying said lands, any holder of these notes may appoint another to act in room & stead of Ward, whose acts shall be as valid as said Ward. in case said Ward will not serve.

Witness our signatures Nov. 12th 1887.
 Mary E. Kelly
 John Kelly

State of Mississippi } ss
 Madison County }

Personally appeared before the undersigned, M. O. Baldwin, Clerk of the Chancery Court of the said County, the within named Mary E. Kelly and John Kelly, who acknowledge that they signed and delivered the foregoing deed on the day and year therein mentioned, as their act & deed. Given under my hand and official seal, at office, this 12th day of November A.D. 1887.

M. O. Baldwin, clerk.

R. B. Campbell } Filed for record at 11 o'clock A.M. November
 To } Decd. } 15th A.D. 1887
 Philip Bartley et al. } Recorded Nov. 24th A.D. 1887

consideration of five hundred dollars each in hand paid

Madison in face of 4th A.D.

Not filed by authority here with attached

Attest
Clerk

to me, and Five Hundred Dollars to be paid to me, by Philip Partley, James A. Shorter, Benjamin F. Garrett and Ida L. Lewis, for which, they have this day executed to me their promissory note payable on the 3^d day of November 1888 and bearing interest at the rate of ten per cent per annum from maturity, until paid, I, R. B. Campbell, conveyed warrants to them, the said Philip Partley, James A. Shorter, Benjamin F. Garrett and Ida L. Lewis, and their heirs, forever, that parcel of land in the City of Canton, County of Madison and State of Mississippi, described as Lot eight of Square Three according to the original plat of said City, and on the present map of said City as Lot No. Fifty one, together with all improvements thereon and appurtenances thereto belonging, all of which is known as my "Singleton House property". A lien is hereby reserved to secure the prompt payment of said promissory note when due which shall have the full force and effect of a mortgage, on the land herein conveyed.

Witness my signature this third day of November 1887.
R. B. Campbell

State of Mississippi }
County of Washington }

Personally appeared before me, C. H. Johnson Clerk of the Chancery Court of the County of Washington, the within named R. B. Campbell, who acknowledged that he signed and delivered the foregoing instrument on the day & year therein mentioned. Given under my hand this 4th day of November 1887

C. H. Johnson, Clerk,
By Jos. A. Shall, D.C.

Frances Hester } Filed for Record at 10 o'clock A. M. Nov 17th
To } seed } A.D. 1887
M. A. Bunch } Recorded November 24th 1887

State of Mississippi, Madison County:

Know all that for and in consideration of the natural love and affection I have for and do have towards M. A. Bunch, my daughter, I hereby grant, bargain, sell and convey to her and to her heirs and assigns forever the following described property in said County of Madison and State of Mississippi, to wit: N E 1/4 of Sec. 25 T. 10 R. 5 East less two and half acres for church and grave yard purposes.

Witness my signature the 11th day of November 1887
Frances Hester
Mark

Subject

RE B CAMPBELL
CHAS T

State of Mississippi }
Leake County

Personally appeared before me Porter Watkins a Justice of the Peace of the County of Leake, said State the within named Frances Hester, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this 11th day of Novr. 1887
Porter Watkins J. P.

Charles S. Priestley } Filed for Record at 9 o'clock a.m. Novr.
To } 2. b. Seed } 18th 1887.
Charles Handy } Recorded Novr. 25th A.D. 1887

In consideration of one dollar, cash in hand paid me by Charles Handy, the receipt of which is hereby acknowledged, I, Charles S. Priestley do hereby convey and quit claim unto the said Charles Handy, the following described land situated in Madison County, State of Mississippi, to-wit: The $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{4}$ Sec. 30 T. 9. R. 4 East.

Witness my hand and seal this the 17th day of November. 1887
Chas. S. Priestley

State of Mississippi }
Madison County

Personally appeared before the undersigned W. C. Baldwin, Clerk of the Chancery Court of the said County, the within named Chas. S. Priestley, who acknowledges that he signed and delivered the foregoing Deed on the ^{17th} day of ^{Novr} therein mentioned, as his act and deed.

Given under my hand and official seal, at office this 18th day of November A.D. 1887.

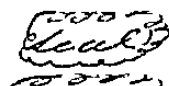
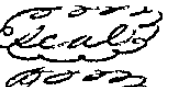
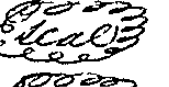
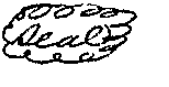
W. C. Baldwin, clerk
By H. H. Gould S. C.

Amadine A. Harbert } Filed for Record at 5 o'clock P. M. A.D.
Solomon Harbert et al } 20th A.D. 1887.
To } Mar. Seed } Recorded Novr. 25th 1887.
John B. Langford }

The Grantor, Amadine A. Harbert her husband, Solomon Harbert and William Harbert and his wife Elizabeth O. Harbert of the County of Cook and State of Illinois, for and consideration of Five Thousand Dollars, in hand paid, convey and warrant to John B. Langford of the town of Englewood, County of Cook and State of Illinois, the following described real estate, to-wit: (containing 20) except (20) acres in the north west corner

and except (20) acres in the South East corner of the North East quarter thereof; also the North West quarter of section (29) all in T. 8. N. 3 East; also that part of the North East quarter of section (20) T. 8 N. 2 East; which lies East of the Jackson and Canton highway; also the North half of the North East quarter of section (25) T. 8 N. 2 East, except the North forty acres thereof; also that part of the East half of the East half the South half of the North East quarter of said section (25) which lies West of said highway, also the South East of the North East quarter and the South (28) acres of the South West quarter of said North East quarter of section (32) T. 8. N. 3. East; all in Madison County, Mississippi, being in all (888) acres more or less, situated in the County of Madison, in the State of Mississippi, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State, subject to taxes for the year A.D. 1887.

Dated this fourteenth day of September A.D. 1887.

Amadio A. Harbert 
 Solomon Harbert 
 William S. Harbert 
 Elizabeth B. Harbert 

State of Illinois }
 Cook County }

I, Geo. R. Daley, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify, that Amadio A. Harbert and Solomon Harbert, her husband, and William S. Harbert and Elizabeth B. Harbert, his wife, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed & delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial seal, this fourteenth day of September A.D. 1887.

Geo. R. Daley,
 Notary Public.

State of Illinois, } ss
 Cook County }

I, Henry Hulff, Clerk of County Court of Cook County, the same being a Court of Record, do hereby certify that George R. Daley Esq. whose name is subscribed to the proof or acknowledgment of the annexed instrument in writing, was at the time of taking such proof or acknowledgment, a Notary Public in and for Cook County, fully commissioned, sworn and acting as such and is well known to me the same; that I am well acquainted with his hand writing and I will receive and file the signature to the said

proof or acknowledgment is genuine; and further that the executed instrument is executed and acknowledged according to the laws of the State of Illinois.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at the City of Chicago, in the said County this 4th day of October 1887.

Henry Hulst, clerk.

Maggie Norman } Filed for Record Nov. 7th 1887 at 12 o'clock no.
To } Deed
L. P. Donahoe } Recorded November 25th A.D. 1887

The State of Texas }
County of Navarro. }

Know all men by these presents that I, Maggie Norman, of the County of Navarro, and the aforesaid, in consideration of the sum of One Thousand Dollars to me in hand paid by L. P. Donahoe of the State of Mississippi and County of Madison, have granted, sold and conveyed, and by these presents do grant, sell & convey unto the said L. P. Donahoe, his heirs and assigns in the best named State and County, of the County of _____ and State of _____ all that certain tract or parcels of land lying and being situated in the County of Madison and State of Mississippi described as follows, to wit: lots one and two in Section 7 and 1/2 of 1/2 of Lot 6, West of the road, and that portion of 1/2 of 1/2 of Lot 6 which is on the road in Section 6 and Lot 3 in Section 8, also Lot 4 East of the Choctaw line in Section 8, and all that portion of Lot (1) in Section 7 lying between the section line and dividing Section 7 & 8 and Sulphur Springs and Campwood road and 1/4 acre off of the S. end of the 1/2, South West 1/4 Section 8 all in Township 10 Range 5 East, being and containing in all 329 acres more or less.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said L. P. Donahoe, his heirs and assigns forever.

Witness my hand, at Corsicana, Texas, this 18th day of October A.D. 1887

Maggie Norman

The State of Texas }
County of Navarro. }

Before me L. J. Wiley a duly commissioned and acting Notary Public in and for the County of Texas, on this day personally appeared the within named Maggie Norman a single woman known to me to be

the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she signed, sealed, delivered and executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of Office, at office in the City of Corsicana, this 18th day of October A.D. 1887
B. B. Molloy, Notary Public
Warrarso County, Texas

R. B. M. Flemming & wife } Filed for Record at 12 o'clock M - Nov. 20th A.D. 1887.
Deed }
William A. Hanna } Recorded Nov. 25th A.D. 1887

This Indenture entered into this Eighth day of August in the year of our Lord one Thousand Eight Hundred and Fifty Five, between R. B. M. Flemming and Juliet E. Flemming, his wife of the 1st part and William A. Hanna of the second part; Witnesseth, that for the consideration of Two Hundred and Sixty dollars paid or secured to be paid to the said R. B. M. Flemming & wife by the said William A. Hanna, they of the first part have bargained, sold and by these presents do bargain and sell unto the said Hanna, all that Tract of land known as the East half of the North East quarter of Section twenty seven, Township Twelve Range four East, lying & being in Adams County and State of Wisconsin and estimated to contain Eighty acres be the same more or less.

Now be it known that the said William A. Hanna is to have and to hold all and singular the rights, titles and interests therein to belonging or appertaining, and we do warrant and defend the same unto the said Wm. A. Hanna, his heirs and assigns forever both in law and equity against all persons lawfully claiming the same or any part thereof. In witness whereof we have here set our hands and seals.

R. B. M. Flemming (Seal)
Juliet E. Flemming (Seal)

The State of Wisconsin }
Adams County }

R. B. M. Flemming came before me, William Davis Jr. a Justice of the Peace of the County aforesaid, this day, and acknowledged that he signed, sealed and delivered the foregoing deed for the consideration and purposes therein specified as his own act & deed. Then came also Juliet E. Flemming, wife of the said R. B. M. Flemming, who in a private examination, separate & apart from her said husband, acknowledged that she signed, sealed & delivered the said deed freely and willingly, without any undue influence of any kind of or by her said husband and for the consideration and purposes therein specified as her own, proper act & deed.

Given under my hand and seal the twenty eighth day of August, Eighteen Hundred and Fifty Five
W. Davis Jr. J. P. Clerk

Kate Light Barlow } Filed for record at 1 o'clock P. M. Nov. 19th 1887
To }
Joseph Blanchard } Recorded November 26th A.D. 1887

This Indenture made this seventh day of November Eighteen Hundred and Eighty Seven, between, Kate Light, Barlow of the County of Madison, State of Mississippi, of the first part, and Joseph Blanchard, of the County and State aforesaid, the second part, that said party of the first part for and in consideration of the sum of Fifty dollars to her in hand paid by the said Blanchard the receipt whereof is hereby acknowledged, both bargains, sell and convey unto the said party of the second part, his heirs and assigns forever, the following tract or parcel of land, commencing at the South East corner of a lot owned by the Mabery heirs, running South fifty feet, thence West two hundred feet, thence North fifty feet, thence East two hundred feet to the beginning. To have & to hold the said tract or parcel of land unto his the said Blanchard's heirs and assigns forever and the said Kate Light Barlow for herself and her heirs the said tract of land unto the said Blanchard, his heirs and assigns shall will & doth, by these presents forever warrant and defend against the claim or claims of her the said K. L. Barlow and of all persons whatsoever. In testimony whereof the said party of the first part hath hereunto set her hand and seal, on the day and year above mentioned
Kate Light Barlow.

State of Mississippi }
Madison County }

Personally appeared before the undersigned, W. C. Baldwin, Clerk of the Chancery Court of the said County, the within named Kate Light Barlow, who acknowledges that she signed and delivered the foregoing deed on the day and year therein mentioned, as her act and deed.

Given under my hand and officinal seals at office, this 19th day of November A.D. 1887.

W. C. Baldwin clerk
By W. A. S. Gould S. C.

F. H. Hoffman } Filed for record at 9 o'clock P. M. Nov. 21st
Mary C. Hoffman } A.D. 1887
To }
Wm. H. Powell, Trustee } Recorded Nov. 26th 1887
For }
F. H. Hoffman and Mary C. Hoffman }

11/18/87
Notary J. G. L. H.

are indebted to Foot & Smith in the sum of Two Hundred and Sixty Dollars as is evidenced by our promissory note of this date due and payable to Foot & Smith at their Banking House in Canton, with interest from this date at ten per cent, per annum the interest payable annually on the 16th day of November 1888-1889-1890-1891 & 1892: And whereas we are desirous of securing the prompt payment of said note with the interest therein specified as therein named. Now therefore in consideration of the premises, and one dollar cash in hand paid us by H. H. Powell, we F. H. Huffman and Mary A. Huffman, his wife do hereby convey and warrant unto H. H. Powell Trustee and to his successors in office forever the following described lands situated in Madison County, State of Mississippi, to wit

The $E\frac{1}{2}$ $N\frac{1}{4}$ & $N\frac{1}{2}$ $S\frac{1}{4}$ less 20 acres off the East side thereof also all land north of Camden and Pickens Road belonging to the $N\frac{1}{2}$ $N\frac{1}{2}$ $S\frac{1}{4}$ containing 20 acres in Sec. 30; all of above described land being in Section 30 Township 12, Range 4 East with all tenements & appurtenances thereunto belonging.

In trust and upon these terms and conditions to wit If we shall promptly pay said note with all interest as therein specified and keep the other conditions and perform all the covenants herein contained, then this deed shall be null & void. But if we should fail to pay said promissory note with all interest as it becomes due, or fail to perform the covenants herein, then the said H. H. Powell Trustee, or his successor in office shall at the request of the holder of said promissory note take immediate possession of the above described lands and sell the same for cash at public outcry before the South door of the Court House in Canton, Mississippi to the highest bidder, after having given ten days notice of the time and place of said sale by posting notice thereof in one or more public places in said Madison County and convey the land so sold to the purchaser thereof by proper deeds of conveyance and from the proceeds of said sale shall first pay the expenses of executing this trust and shall pay the trustee ten per cent of the amount for which said lands shall sell, for his services herein and then pay said promissory note with all interest due thereon, and if any surplus shall remain pay it over to us or our assigns. We expressly agree that if we should fail to pay the interest promptly as specified in said note, that Foot & Smith or their assigns shall have the option to declare said promissory note due and payable, whether so by its terms or not and can at once thereupon order a sale of said lands by trustee as provided herein.

We further agree that if said H. H. Powell shall neglect or in any cause fail, refuse or neglect to perform the duties of trustee herein, then said Foot & Smith or any holder of the debt incurred by this deed shall have the power to appoint in writing some one else to act as trustee, whose acts & doings

in the premises shall be of some force & effect as if done by said M. H. Powell trustee as aforesaid. Said Foot & Smith or their assigns shall have the power and right to pay off all taxes assessed against said lands, and the sums so paid by them shall be secured by this deed and bear interest from time of such payment at ten per cent. per annum; and they shall also have the power in their option to insure the houses upon said land against loss by fire in some good Fire Insurance Company for a sum not greater than one hundred and fifty dollars and keep the same insured during the life of the loan, with the loss if any payable to themselves or assigns, and the money required to pay the premiums for said insurance, if Foot & Smith or assigns shall elect to have it insured shall be charged against us and be secured by this deed and bear interest from date of such payment at ten per cent. per annum. And if we shall fail to promptly pay said taxes or pay the premiums for such insurance when requested. Said Foot & Smith or assigns are given the power to declare said note due and payable, whether so by its terms or not.

Witness our hands & seals this the 16th day of November A.D. 1887.
 F. A. Huffman Seal
 Mary A. Huffman Seal

Witness
 G. M. McDaniel
 Aleck King

The State of Mississippi
 Holmes County

Personally appeared before me J. B. Dundy, Mayor of Pickens and Ex officio a Justice of Peace in and for said County & State, G. M. McDaniel, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposed and said, that he saw the within named Mary A. Huffman, whose name is subscribed thereto, sign her seal and deliver the same to said M. H. Powell, that he, said deponent, subscribed his name as a witness thereto, in the presence of the said Mary A. Huffman, and that he saw the other subscribing witness Aleck King sign the same in the presence of the said Mary A. Huffman, and that the witnesses signed in the presence of each other, on the day & year therein named.

Given under my hand and seal of office, this 19th day of Nov. A.D. 1887.

J. B. Dundy, Mayor of Pickens
 & Ex officio J. P.

State of Mississippi
 Madison County

Personally appeared before me undersigned, W. C. Davidson Clerk of the Chancery Court of the said

County, the within named F. A. Huffman, who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned, as his act and deed.
 Given under my hand and official seal, at office, this 16th day of November A.D. 1887.

M. O. Dalton, Clerk
 By W. H. Gould s.c.

J. M. Allen } Filed for Record at 12 o'clock M. Nov 19th
 To } Deed } A.D. 1887
 Wm E. Milam } Recorded Nov. 26th A.D. 1887.
 Saml L. Milam }

In consideration of Seventy five dollars in hand paid, I convey and quit claim to W. E. Milam and Saml L. Milam the following land, situated in Madison County, Mississippi and known as the South West quarter, Section 9 Township 10 Range 4 East
 Witness my Signature this 22^d October 1886.

J. M. Allen
 State of Mississippi, }
 Madison County. }

Personally appeared before me the undersigned Justice of the Peace of the County aforesaid J. M. Allen, who acknowledged that he signed & delivered the foregoing quit claim deed, as his own act & deed on the day and year therein named.
 Witness my hand this 22^d day October 1886.
 Saml. Patton, J. P.

J. J. Wharton & } Filed for Record at 3 o'clock P. M.
 F. A. R. Wharton } November 21st A.D. 1887.
 To } Deed }
 Mrs. Rebecca F. Shorter } Recorded Nov 26th A.D. 1887

Know all men by these presents, that we, James J. Wharton and F. A. R. Wharton, of Davis County, Mississippi State, partners in the practice of law, under the firm name of J. J. & F. A. R. Wharton, in consideration of the sum of forty dollars (\$40.00) paid by Mrs. Rebecca F. Shorter, wife of J. A. Shorter Jr. of Madison County, Mississippi; the receipt of which is hereby acknowledged, do hereby sell, quit claim & convey to her, the said Mrs. Shorter, all of our right, title and interest in the following described lot or portion of land situated in the town of Canton in said Madison County, to wit, beginning at the South West corner of the late said Deans lands on North Street, running thence West three hundred and

twenty five feet to the South East corner of a lot owned by H. Crosby & Co, thence North two hundred and ten feet thence East three hundred and twenty five feet, and thence South two hundred and ten feet to the beginning, is being the same lot conveyed to said T. J. & F. A. R. Wharton, on the 5th day of August 1876 by deed executed by Isaac and John W. Dancy, which is recorded in said Madison County, in Deed Book 22 on page 35, and which is now believed to be known as lot No. 18 in the map of said Town of Canton made by J. C. George, as surveyor. And, in consideration of the premises, we hereby warrant the title of the same to said Mrs. Shorter, and to her heirs and assigns only against any and all persons who may claim title to the same by, through or under us, or under either of us.

In testimony of all of which we hereto subscribe our names and affix our seals on the 18th day of November 1887.

T. J. Wharton
F. A. R. Wharton

The State of Mississippi }
Hinds County

Personally came before me H. J. Kattiff, clerk of Chancery Court of said County, Thomas J. Wharton, and acknowledged that he signed, sealed and delivered the foregoing deed, as his own act and deed and for the purposes therein mentioned.

Given under my hand and seal on this the 18th day of November 1887

H. J. Kattiff, clerk,
Ramey Wharton D.C.

The State of Mississippi }
Hinds County

Personally came before me, H. J. Kattiff, clerk of the Chancery Court of said Hinds County F. A. R. Wharton, and acknowledged that he signed, sealed & delivered the foregoing deed, as his own act and deed, and for the purposes therein mentioned.

Given under my hand and the seal of said Court on this the 19th day of November 1887

H. J. Kattiff, clerk.

Lawrence Lammigan }
Mary Ann Lammigan }
To & Deed }
Carroll, Smith }

Filed for Record at 12 o'clock Nov. 20th A.D. 1886
Recorded Nov. 26th A.D. 1887

In consideration of Three hundred dollars to us paid by Carroll Smith, we Lawrence Lammigan and Mary Ann Lammigan, do hereby sell, convey and warrant to said Carroll Smith, the following

described and in Madison County, Mississippi, to wit:
The West half of the South half of the West half of the
South West quarter of section twenty four, Township nine,
Range two East, containing twenty acres more or less,
said land being the same as conveyed to Mary Lammigan
by Mrs. J. Cameron wife by their deed of Janry. 15th 1886
recorded in deed book "A" page 126.

Witness our hands this 15th day of October, A.D. 1887

Lawrence Lammigan
Mary Ann Lammigan

State of Texas }
Anderson County }

Personally appeared before me A. W. Ewing,
Notary Public, in and for said County the above named
Lawrence Lammigan, who acknowledged that he signed
and delivered the foregoing instrument on the day & year
therein written.

Witness my hand and official seal this 15th day
of October 1887.

A. W. Ewing,
Notary Public, Anderson Co. Texas

State of Mississippi }
Madison County }

Personally appeared before the undersigned,
M. O. Baldwin, Clerk of the Chancery Court of
the said County, the within named Mary Ann Lammigan,
who acknowledges that she signed and delivered the foregoing
Deed on the day & year therein mentioned, as her act and
deed.

Given under my hand and official seal, at office, this
5th day of Novr. A.D. 1887.

M. O. Baldwin clerk,
By Wm. H. Gould D.C.

D. H. Hoffman } Filed for record at 1 o'clock P.M. Nov 22^d
To & said } A.D. 1887
A. H. Bilbo } Recorded Nov 26th 1887.

In consideration of the sum of Three Hundred
dollars, to me paid by A. H. Bilbo, the receipt whereof
is hereby acknowledged, I, D. H. Hoffman, do hereby
sell, convey and warrant, to the said, A. H. Bilbo that
certain lot or parcel of land, within and north of
city limits or Canton, Madison County, State of Mississippi
being a part of the land known as the Right of Way
property and described as follows, to wit: (That part

of said "Right of Way" which is part of the Atlantic and Gulf
Rail Road and such part of said "Right of Way" as lies
North & East of a line drawn from the North West corner of a
lot formerly and recently owned by Mrs. Wilcox & now the property
of Madison County Fair Association, to the centre of the culvert
(East face) under the Rail Road, through which the water of Barlow's
Creek flows, being in all, twenty two acres more or less, to have
and to hold the same to him, the said Wilcox, his heirs & assigns
forever.

Witness my hand, this 22nd day of November 1887.

R. H. Hoffman

State of Mississippi }
Madison County }

Personally appeared before the undersigned, H. C.
Baldwin, Clerk of the Chancery Court of the said County, the
within named R. H. Hoffman, who acknowledges that he
signed and delivered the foregoing deed on the day & year therein
mentioned as his act and deed.

Given under my hand and official seal, at office, this 22nd day
of November A.D. 1887.

H. C. Baldwin, Clerk,
By Wm. H. J. Gould S.C.

L. M. Garrison.
To S. deed
Harris A. M. Brown

Filed for Record at 4 o'clock P.M. Nov. 22nd
1887.

Recorded Nov. 28th A.D. 1887.

State of Mississippi: County of Madison:

undersigned did in the year 1881 make a deed to Mrs. Agnes M.
Brown, to the following described lot, and said deed having been
mislaid or lost, and not a matter of Record, I now for a
consideration of the sum of one dollar, to me in hand paid
do sell and convey to the heirs of Mrs. A. M. Brown viz. S. J.
Brown and Melie A. Garrison her my rights and title in the
following described lot, viz; Lot No. 2 in Square No. 5 according to
the plan of the City of Canton, fronting on Peace Street (100) and
hundred feet and running back (200) Two hundred feet,
bounded on the West by the Jno. Ernest lot, on the South by the
Barrington lot, on the East by lot No. 1 in Square No. 5 in said
City of Canton, Madison County State of Mississippi, with
all the appurtenances thereunto belonging. To all of which I bind
my heirs, executors and administrators.

Witness my hand and seal this 26th day of Nov. 1886.

Attest

L. M. Garrison

Ernest A. Anderson

State of Mississippi }
Madison County }

Personally appeared before the undersigned

Baldwin Clerk of the Chancery Court of the said County,
 The within named A. H. Garrison who acknowledges that he
 signed and delivered, the foregoing deed on the day & year
 therein mentioned, as his act and deed.
 Given under my hand and official seal, at office, this 22nd
 day of November A.D. 1887.
 H. O. Baldwin, Clerk.

C. J. Allen } Filed for Record at 9 o'clock a.m. Nov. 22nd 1887
 E. F. Gaddis } Recorded November 28th A. D. 1887.

In consideration of Twenty Hundred & Fifty
 Dollars to me in hand paid I hereby convey and warrant to
 E. F. Gaddis, my undivided half interest in the following lands
 in Madison County, Mississippi: The S 1/2 less 40 acres off
 N. end Sec. 8 T. 8 R. 1 West. + S. 1/4 Sec. 9 T. 8 R. 1 W. + N. E. 1/4
 Sec. 17 T. 8 R. 1 W. + N. 1/2 S. 1/4 Sec. 9 T. 8 R. 2 West. Nov 16 1887
 C. J. Allen

State of Louisiana
 Parish of Orleans
 City of New Orleans

Personally appeared before me, the under-
 signed Commissioner of Deeds for the State of Mississippi, res-
 ident in New Orleans, La., the within named Charles J. Allen,
 who acknowledged that he signed and delivered the foregoing
 instrument, on the day and year therein mentioned.
 Given under my hand and seal of office at New Orleans
 the 16th day of November 1887.
 E. J. Blanchard,
 Commissioner.

Albert S. Baldwin, Trustee } Filed for Record at 9 o'clock a.m. Nov
 To Release } 25th A.D. 1887.
 C. A. D. Greaves } Recorded Nov. 28th A.D. 1887

This Indenture made this 14th day of Novem-
 ber, 1887, Witnesseth: That I, Albert S. Baldwin, Trustee for
 the Dandee Mortgage & Trust Investment Company Limited, in a
 certain deed of trust executed by C. A. D. Greaves and Julia
 E. Greaves, his wife, on November 2nd, 1886, recorded December
 1st, 1886, 1886, in Book 1st pages 429 et seq. of the records
 of Madison County, Mississippi, do hereby release from the
 lien of said trust deed the following described real estate,
 and more or less: (1) That part of the town of East Quarter
 at location seven or town of eight leagues one East, lying North

of the Livingston and Vernon road, and all that portion of the West
half of the North West quarter of section seven in Township eight
Range one East, lying West of Bodark Hedge and South of
the Livingston and Vernon Road, containing in all one hundred
and eleven (111) acres more or less, and being a portion
of the land conveyed in the trust deed to me as trustee
for said company. The consideration of this release is the sum
of Four Hundred and Twenty (\$420.) dollars, which amount
is to be credited upon the notes of said S. C. D. Greaves to said
Company.

In witness whereof I have hereunto set my hand & seal
this 14th day of November, 1887.
Albert S. Caldwell, Trustee

State of Tennessee }
County of Shelby }

Before me the undersigned, Notary Public
in and for said County and State personally appeared Albert
S. Caldwell, to me well known to be the person who signed
the above release, and acknowledged that he executed same
for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and official
seal this 21st day of November, 1887.
Hiramson Cary,
Notary Public.

D. A. Kully &
E. A. Kully
To's Use
R. W. Caldwell Trustee
Use of J. P. Frazier

Filed for Record at 9 O'clock A.M. Nov.
26th A.D. 1887.
Recorded Nov. 29th A.D. 1887.

This Indenture made and entered into this
the first day of November A.D. 1887 by and between D. A. Kully &
E. A. Kully, his wife, parties of the first part and R. W. Caldwell
party of the second part and J. P. Frazier, party of the third part
Witnesseth: That the said parties of the first part are indebted to
the party of the third part in the sum of Five Hundred & 00/100 dollars
evidenced by a certain promissory note of even date herewith, bearing
interest at the rate of ten per centum per annum from date until paid,
due and payable twelve months after date, and whereas the said
parties of the first part are desirous of securing to the said party of
the third part the prompt payment of said indebtedness at the maturity
thereof. Now therefore in consideration of the premises as well as
for and in consideration of the sum of ten dollars in hand paid
by the said party of the second part to the said parties of the first
part, the said parties of the first part, have granted, conveyed &
sold & by these presents do grant, convey & sell unto the said

I hereby release all above in closed in, this receipt
Received on the 22nd of Nov 1887 the sum of fifty dollars
Paid Nov 4 1887 J. O. Fryer

party of the second part, his heirs, executors, administrators and assigns, the following described real & personal property, lying & being in the County of Madison, State of Mississippi, to-wit:
 One grey mare named Jennie, 6 yrs old

"	Son	"	"	Nellie	5	"	"
"	Brown	"	"	Nellie	6	"	"
"	Black	"	"	Maud	5	"	"
"	Bay	"	"	Fannie	6	"	"
"	Row	"	"	Maggie	5	"	"
"	Sorells Cote	"	"	Lena	15 months old		
"	Row	"	(Horse)	-	4	"	"
"	Sorell	"	"	Red Bone	4	"	"

and their increase.

Also the following real estate, to-wit: N.E. $\frac{1}{4}$ N.E. $\frac{1}{4}$ less 4 acres off N. side Sec. 17 T. 7 R. 2 E. - N. $\frac{1}{2}$ W. $\frac{1}{2}$ S.W. $\frac{1}{4}$ Section 10 T. 7 R. 2 East N. $\frac{1}{2}$ E. $\frac{1}{2}$ S.E. $\frac{1}{4}$ Section 9 T. 7 R. 2 East; S.E. $\frac{1}{4}$ N.E. $\frac{1}{4}$ Sec. 17 T. 7 R. 2 East.

To have and to hold, the same unto the said party of the second part, his heirs, executors, administrators & assigns & the successors of him forever, in trust nevertheless, upon these terms and conditions, that is to say that the said parties of the first part shall promptly at maturity the said indebtedness. If the said parties of the first part shall fail or refuse to pay the said party of the third part the amount of said indebtedness on or before the maturity thereof, and all interest which shall have accrued thereon & the costs & charges of this deed, then the said party of the second part, or the successors of him may & shall enter into and take possession of said real & personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court House in Canton, at public auction, to the highest & best bidder for cash, after giving twenty days notice of the time and place of said sale, by posting up advertisements in three or more public places in said County, and convey the estate so sold to the purchaser or purchasers thereof by proper instruments of conveyance, and from the proceeds of said sale, the said party of the second part or the successors of him, shall first pay the costs and charges of this deed & of said sale and then pay to the said party of the third part, the amount of said indebtedness and all interest due thereon, and if there shall remain any surplus of the proceeds of said sale, then the said party of the second part shall pay the same to the said parties of the first part; and if the said parties of the first part shall well and truly pay the amount of said indebtedness and all interest due thereon & the costs & charges of this deed, then the said party of the second part shall enter satisfaction of this deed and the same thereafter shall be null & void. It is further understood and agreed between the parties to this deed, that if the aforesaid

Trustee shall fail or refuse to perform the duties of said trust, then the said party of the third part shall in writing appoint another Trustee, whose actings and doings shall be as binding as if done by the said party of the second part. Justice aforesaid.

In testimony whereof, the said parties of the first part hereunto set their hands & seals on the day & year first above written
D. O. Kully.
E. O. Kully.

State of Mississippi }
Madison County }

Personally appeared before me, the undersigned, a Justice of the Peace in and for Madison County & State, the within named D. O. Kully & E. O. Kully his wife who acknowledged that they signed, sealed and delivered the foregoing deed on the day & year therein mentioned as their act and deed.

Given under my hand this the 24th day of November A.D. 1887
J. C. Shaw J. P.

John Walker
Do & aff
Dan. Hamblet, Trustee
Res of
John M. Chambers

Filed for Record at 9 o'clock A.M. Nov 25th 1887
Recorded November 29th A.D. 1887
State of Mississippi; Yazoo County.

In consideration of Seventy Five Dollars, I hereby grant, bargain, sell, convey and warrant to John M. Chambers the personal property described as, one dark mare and her colt, one small red cow; one white cow with red head, one black spotted cow, one and spring buggy. In trust, to secure the payment of a certain promissory note executed by me on this day and delivered to said John M. Chambers for seventy five dollars, payable on the 1st day of June, 1888, with interest at 10 per cent from date. If said note shall be paid at maturity this deed to be void, but if default be made, it is agreed that Daniel Hamblet, as trustee herein, shall seize and take into his possession all said personal property and shall sell the same, or sufficient thereof to pay the said indebtedness at the time, at public outcry, at Camden, Madison Co. or elsewhere after advertising the same by posting in three or more public places in said Madison Co. for ten days, the time, place and cause of sale, and pay what may be due on said note and costs in this behalf, any balance to be paid to me.

Witness my signature, this 23rd day of November, 1887,
J. C. Shaw

State of Mississippi }
Yazoo County }

On this day, personally appeared before me the

undersigned J. P. in and for said County the within named
Mr. Walker, who acknowledged that he signed and delivered
the foregoing Deed of Trust at the time herein named as his
act and deed.

Given under my hands, this 23^d day of November A.D. 1887
O. M. Middleton J. P.

Malcolm A. Cameron
Mary B. Cameron
To 3 of
Albert R. Shattuck, Trustee
use of
The British & American
Mortgage Company, (Limited)

Filed for Record at 9 o'clock
A. M. December 2^d A.D.
1887.

Recorded December 2^d 1887

This deed of trust is paid up full & is hereby satisfied by authority
of Board of Record & Return of Madison Co. Miss.
J. C. [unclear] 1907
J. C. [unclear] 1907
J. C. [unclear] 1907

into this 16th day of November A.D. 1887, by and between Mal-
colm A. Cameron and wife Mary B. Cameron of the County of
Madison, in the State of Mississippi, of the first part; Albert R.
Shattuck, of the City of New Orleans, in the State of Louisiana of
the second part, as trustee; and The British and American Mortgage
Company (Limited) of the third part: Witnesseth, That the parties
of the first part, for and in consideration of the sum of ten dollars,
to them in hand paid by said party of the second part, the receipt
whereof is hereby acknowledged, and the considerations hereinafter
stated, have granted, bargained, sold, conveyed, warranted and
delivered, and do by these presents, grant, bargain, sell, convey,
warrant and deliver, unto him the said party of the second part
and his heirs, successors and assigns, all the following de-
scribed real estate, situated and lying in the County of Madison,
and State of Mississippi, to wit: The South West quarter Section
seventeen (17) and the East half of the South East quarter section
eighteen (18) Township Seven (7) Range two (2) East - containing
in all Two Hundred & Forty (240) acres.

To have and to hold all and singular the above described
property, together with all the buildings and improvements
on said lands and the rights, privileges, advantages and
appurtenances thereunto belonging or in any wise appertaining,
to him said party of the second part, and his heirs, suc-
cessors and assigns, forever.

This indenture is intended as a deed of Trust for the follow-
ing uses and purposes, to wit: Whereas said Malcolm A.
Cameron of the first part is indebted to said British and
American Mortgage Company (Limited) in the sum of Seven
Hundred and Two and 09/100 (\$702⁰⁹) dollars, for money lent
as evidenced by the five promissory notes of said Malcolm
A. Cameron of the first part, dated the sixteenth day of
November A.D. 1887, and to become due as follows, to wit

One for the sum of One Hundred & two & 09/100 (\$102⁰⁹) dollars due Dec. 1/88 (fixed) One for Ninety five ⁰⁰/₁₀₀ (\$95⁰⁰) dollars due Dec. 1/89 fixed. One for Ninety ⁰⁰/₁₀₀ (\$90⁰⁰) dollars due Dec. 1/90 fixed. One for Eighty Five ⁰⁰/₁₀₀ (\$85⁰⁰) dollars due Dec. 1/91 fixed; and one for Three Hundred and Thirty ⁰⁰/₁₀₀ (\$330⁰⁰) dollars due Dec. 1/92 fixed bearing interest at the rate of ten per cent. per annum from maturity until paid.

All of which notes are payable in United States Gold coin of the present standard of weight and fineness, to The British and American Mortgage Company (Limited) at The Louisiana National Bank, of New Orleans, Louisiana, and are all, with their accruing interest, intended to be secured by this conveyance. And whereas it is understood and agreed that said parties of the first part, will promptly pay all taxes, assessments and charges that are or would become a lien upon said property, as the same may be due and payable, and will keep the buildings and machinery situated on said lands insured for the full term of this conveyance in some responsible company or companies satisfactory to the said party of the third part, in the sum of _____ dollars, and will assign & deliver said policies of insurance to said party of the second part, for the use and benefit of said party of the third part and all and any persons interested in the debts secured herein; and that if said parties of the first part shall fail to obtain & keep up said insurance, or shall fail to assign and deliver said policies of insurance to said party of the second part within ten days from the execution of this Indenture, or shall fail to pay any of the taxes, assessments or other legal charges upon said property, when they become due, or shall permit the same to be sold therefor or forfeited for any reason, then said party of the third part or any of their successors or assigns, or any person or persons interested in any of the debts hereby secured, shall be entitled to obtain said insurance and to pay said taxes, assessments, and other legal charges, and in case of sale, redeem said property; and all moneys so paid, and all expenses incurred therein and thereby, and all payments made at the option of said party of the third part or by any person interested as aforesaid, for insurance by reason of any failure of said parties, the first part, to obtain or keep up the insurance, or to assign & deliver said policies as herein before provided, and all attorney's fees fixed at five per centum on the amount in suit, in the event of litigation, shall be a part of the principal debt secured by this instrument, and shall respectively bear interest at the rate of ten per cent. per annum from date of payment thereof or liability incurred therefor by the creditor; but the amount so paid for premiums on insurance shall not exceed in any one year the sum of _____ dollars.

Now it is further agreed understood and agreed, that if default be made in any payment of any indebtedness herein provided for, when the same may become due & demandable, then the whole of the indebtedness secured in & by this instrument, may, at the option of said party of the third part, or their assigns, and without notice to said parties or either of them of the first part, be declared due & payable and they may proceed to enforce this deed of trust, as hereinafter provided, or at their option, institute proceedings respectively for the collection at law or in equity of such amounts as may be then unpaid.

And the said parties of the first part, do hereby waive & renounce any and all rights of appraisement, redemption and homestead.

Now it is mutually agreed between the parties hereto, that if the said parties of the first part shall well and truly keep and perform all the covenants and agreements aboveset and well and truly pay off and discharge all notes & other indebtedness secured and intended to be secured herein then this conveyance shall be null & void; but otherwise it shall remain in full force & effect. If default is made in the payment of any of the debts above described or any portion thereof, when due, or if any of the covenants and agreements herein set forth are not kept, then the said party of the second part, when so requested by the party of the third part, or any holder of said note or notes, or by any person interested in the other debts herein provided for, may take possession of said property, and sell the same in bulk, at his option, or so much thereof in parcels as may be necessary to meet said indebtedness, and the expense of executing this trust, including a commission of five per cent. for his individual services, at the door of the Court House in said County of Madison, by public auction to the highest bidder for cash, twenty days previous notice of the time, place and terms of such sale having been first given in some newspaper published in the County of Madison, by at least two insertions, the last insertion not to be less than one week before the day of sale, by notices posted up, one at the Court House Door and at two other public places in said County, said sale to be made on some day fixed by said party of the second part, and to be made between the hours of ten o'clock in the forenoon and three o'clock in the afternoon; full power and authority being hereby expressly granted, to and conferred upon said party of the second part or his successors, to make & execute & deliver and cause to be delivered a conveyance in the several & best way in the purchase or purchase thereof good & sufficient title to be made so sold; the several & best way in

shall be received in all courts of law or equity; as full and sufficient proof of the matters herein stated; and all sales made any of the parties hereto may become a purchaser or co-purchaser; and the proceeds of such sale shall be applied, first, to the payment of the costs and expenses of executing this trust, including the commissions of said party of the second part, and five per cent. for the creditors attorney's fees, in the event of litigation; second, to the payment of the debt due said party of the third part their successors or assigns; and the remainder, if any there be, shall be paid to the said Malcolm A. Cameron of the first part. In case of the refusal, or neglect, or incapacity to act of said trustee, or his absence from the state or his decease, then said party of the third part, or any holder of said note or notes, or their legal representatives, can at any time they may desire, appoint a trustee in the place of said party of the second part, or any succeeding trustee whose acts done in the premises shall be of the same validity as if done by the trustee herein before named; and should the said trustee at any time believe said property, or any part thereof endangered as a security for the indebtedness of the said parties of the first part to the said party of the third part, he may take the same or any part thereof into his possession and sell it until said indebtedness is paid or until said property is sold as aforesaid, but until demanded by the trustee for any of the purposes aforesaid said party of the first part may sell the same, but nothing in this indenture contained, shall be construed as requiring the trustee herein to take or have actual possession of any of said property, before being authorized to sell same as hereinbefore mentioned. It is further expressly covenanted & agreed, that if a sale shall be made under the provisions of this deed of trust, then the parties of the first part, their assigns or legal representatives who may be in possession of said premises at the time of said sale, shall become, from day of such sale, the landlord or tenants at the will of the purchaser, and shall and will remove at any time thereafter upon ten days notice from said purchaser & will pay him the reasonable rental value of said premises from the day of such sale to the day of such removal. It is further understood and agreed that this instrument and the notes therein referred to shall be construed and governed by the laws of the State of Missouri notwithstanding a different place of payment may be named. In witness whereof the said parties of the first part have hereunto set their hands and seals this 16th day of November A. D. 1887.

Malcolm A. Cameron
 Mary D. Cameron

State of Missouri } Personally appeared before the undersigned, a Justice of the
 Madison County } Peace in & for said County & State, the within named Malcolm
 A. & Mary D. Cameron who acknowledged that they signed & delivered the foregoing instru-
 ment on the day & Year therein mentioned; Given under my hand this 16th day of November A. D. 1887. A. C. Shroy

James } Filed for Record Dec 2^d 1887 @ 11 o'clock
To } deed } A.M.
Tony Eckett } Recorded Dec 2^d 1887

For and in consideration of One Hundred and Forty Dollars I sell and convey and specially warrant to Tony Eckett the following described land lying in Madison County and State of Mississippi, to wit: The North half of the East half of the South West quarter of Section twenty seven Township 12 Range 4 East containing forty acres more or less.

Given under the 25th day of November 1887

State of Mississippi }
Madison County }

Joe D. Jones

Personally appeared before the undersigned Justice of the Peace of the County aforesaid J. D. Jones who acknowledged that he signed and delivered the foregoing deed as his own act and deed on the day and year therein named.

Witness my hand this 24th day Nov. 1887

Saml. Hutton J.P.

Eugene J. Hinton &
Annie J. Hinton
To } & P.

Filed for Record at 1 o'clock
P.M. Dec. 2^d 1887

Albert S. Caldwell Trustees
use of
The Scottish American Mortgage
Company, Limited

Recorded Dec. 2^d A.D. 1887

This Indenture made and entered into, by and between Eugene J. Hinton and Annie J. Hinton his wife, of the County of Madison and State of Mississippi, parties of the first part, Albert S. Caldwell, of the City of Memphis in the State of Tennessee, party of second part, as Trustees; and the Scottish American Mortgage Company, (Limited) a corporation, party of the third part; Witnesseth: That the said parties of the first part, for and in consideration of the sum of money hereinafter mentioned, this day in hand paid by the said party of the third part to the parties of the first part, the receipt whereof is hereby acknowledged, and the further consideration of one dollar paid by the party of the second part to the parties of the first part, do hereby grant, bargain and sell, convey and confirm unto the said party of the third part, the following described real estate lying and being situate in the County of Madison, in the State of Mississippi, to wit: All of Section Three (3)

This deed of Trust is cancelled
and attested by Camm Attorney
re-recorded in City Bank not judge
.432
June 23 1899
W.R. Kuyper

Twenty one and $\frac{3}{4}$ ($21\frac{3}{4}$) acres in South East corner of South East quarter of Section Four (4) which Twenty one and $\frac{3}{4}$ ($21\frac{3}{4}$) acres is fully described by metes & bounds in a deed from Benjamin S. Hicks to Chas. A. Hinton recorded May 5th 1856 in Book IV, page 539 of the records of Madison County, Miss. reference to which deed is hereby made. Also the North half of North half of Section Nine (9) - Also the North half of South half of North half of Section Nine (9) - Also Twenty (20) acres off West end thereof South of Perennium Creek. Also Five (5) acres lying North of Perennium Creek in the East end of South half of South half of North half of Section Nine (9). North West quarter of Section Ten (10) less Five (5) acres in S.E. corner thereof; also the East half of South West quarter of Section Ten (10) except Sixteen (16) acres off the East side thereof. All in Township Eight (8) Range one (1) East. Also the South half of Section Twenty seven (27) except One Hundred (100) acres in North West corner thereof; also all of Section Thirty four (34) all in Township Nine (9) Range one (1) East. Containing in all Nineteen Hundred and Fifty (1950) acres more or less. Together with all and singular the tenements, hereditaments, appurtenances, rights and privileges, accretions, profits & income thereto belonging, and machinery now or hereafter put upon said premises, for the conduct thereof, whether attached or detached. To have and to hold the above granted premises, appurtenances, rents, profits and incomes, improvements & machinery, with the said party of the second part, his successors, heirs, executors, administrators and assigns forever.

And the said parties of the first part do hereby covenant with the said party of the second part, his successors and assigns that Eugene J. Hinton is lawfully seized in fee of above granted premises; that they are free of, and from all incumbrances, and that they will warrant and forever defend the title to the same unto the said party of the second part, his successors or assigns, against the lawful claims and demands of all persons. And the parties of the first part hereby expressly release, relinquish, and convey to said Albert S. Caldwell, Trustee, his successors and assigns, all rights of dower or homestead in said premises.

This indenture is intended as a Deed of Trust for the following purposes, to wit: Whereas, The said Eugene J. Hinton is indebted to the said party of the third part in the principal sum of Four Thousand (\$4000⁰⁰) Dollars, as evidenced by Twenty (20) promissory notes of even date herewith, of which Ten (10) become due as follows, to wit: on the first day of December, in the years 1888-1889-1890-1891-1892-1893-1894-1895-1896 & 1897 and are respectively for the sums of Two Hundred & Sixty (\$200⁰⁰) Two Hundred Dollars (\$200⁰⁰) Two Hundred Dollars \$200⁰⁰ Three Hundred Dollars (\$300⁰⁰) Three Hundred Dollars \$300⁰⁰ Three Hundred Dollars (\$300⁰⁰) Three Hundred Dollars \$300⁰⁰

Three Hundred Dollars (\$300⁰⁰) Four Hundred Dollars (\$400⁰⁰)
 and Five Hundred Dollars (\$500⁰⁰) and are given for
 the principal of the money this day borrowed from the said
 party of the third part, and the other ten (10) notes are given
 for interest on said principal notes, and become due as follows,
 to-wit: on the first day of December, in the years 1888, 1889,
 1890, 1891, 1892, 1893, 1894, 1895, 1896 and 1897 - and are
 respectively for the sums of Four Hundred Dollars (\$400⁰⁰) Three
 Hundred and Eighty Dollars (\$380⁰⁰) Three Hundred and Sixty
 Dollars (\$360⁰⁰) Three Hundred and Forty Dollars (\$340⁰⁰) Three
 Hundred and Ten Dollars (\$310⁰⁰) Two Hundred and Eighty Dollars
 (\$280⁰⁰) Two Hundred and Fifty Dollars (\$250⁰⁰) Two Hundred
 and Twenty Dollars (\$220⁰⁰) One Hundred and Ninety Dollars
 (\$190⁰⁰) and One Hundred and Fifty Dollars (\$150⁰⁰) all of said
 notes, both principal and interest being signed by Eugene J. Hinton
 and all payable in gold coin of the United States, to the party of
 the third part, at the office of Francis Smith, Caldwell & Co., in
 the City of San Antonio, Texas, with interest at ten per cent. per an-
 num after maturity, and each containing a waiver of exemptions,
 and are all, with their accruing interest, intended to be secured
 by this conveyance. Now, if the said parties of the first part shall
 well and truly pay, or cause to be paid, each and all of said
 notes as they respectively fall due, and shall perform all other acts
 and obligations as herein provided, then this conveyance shall be
 come null & void. But should they fail to pay any one or more
 of said notes at maturity, or should fail to perform any other
 act or obligation as herein provided, then, and in that event,
 the said notes which are given for principal, as aforesaid,
 and such of said interest notes as may then be due, and all
 accrued interest on the said principal shall all be deemed &
 held to be due and payable at once, at the option of the
 said party of the third part, and no notice to the parties of
 the first part of the exercise of such option shall be necessary.
 And the said party of the second part, his successors or assigns,
 may, when so requested by the party of the third part, its successors,
 assigns or agents, take possession of the real estate hereby conveyed
 and sell the same, or so much thereof as may seem necessary,
 in such part and parcels as to said party of the second part
 may seem fit, at public auction for cash, at the principal door
 of the Court House in Madison County, Mississippi, after
 having given twenty days notice of time, place and terms of sale,
 in any newspaper then published in said County and if no
 newspaper is then published in said County, then by posting no-
 tices of such sale at the door of the Court House and in two
 other public places in said County. Full power and authority
 is hereby expressly granted to, and conferred upon, the said party
 of the second part, or his successors or assigns, to make, execute & deliver
 all necessary deeds of conveyance for the purpose of vesting in the

purchased at such sale good and sufficient title to the lands sold. It is further expressly provided, that the recitals in the conveyance to the purchaser shall be full evidence of all matters herein stated and no other proof shall be requisite at request by the party of the third part, its successors or assigns, to the Trustee to enforce this trust, or of the proper and due appointments of any substitute Trustee who may act; or of the advertisement, or sale, or any particulars thereof, and all prerequisites to said sale shall be presumed to have been performed, and at each sale any of the parties herunto may become purchasers. And out of the proceeds of such sale said party of the second part shall pay all the expense of executing this trust, including five per cent. commission for his individual services, and five per cent. attorney's fees, and the full amount of the debt due and owing to the party of the third part, both principal & interest, and all sums, if any, which have been paid by said party of the third part, its successors or assigns, for taxes, repairs, insurance and other charges which would be a lien upon the real estate in such order as he may determine; and the remainder, if any, shall be paid over to the said parties of the first part, or any other legal or equitable remedy is resorted to by the party of the third part for the collection of the debt herein mentioned, then, and in such event, the said parties of the first part hereby covenant and agree to pay to the party of the third part as attorney's fees, ten per cent of the amount then due which shall be a part of the debt hereby secured; and the said parties of the first part, covenant and agree that if this deed of Trust, or the debt or notes hereby secured, shall be taxed under any existing laws of the State of Mississippi, or any laws hereafter passed, then, and in that event the said notes which are given for principal of the debt hereby secured and all interest accrued thereon, and any advances made by the party of the third part shall become due and payable without notice to the parties of the first part. The parties of the first part, solely for the purpose of giving satisfactory security for said loan of money, hereby requests and instructs the party of the second part & his successors to take out and keep in force such policies of fire insurance as shall, in his judgment, seem necessary, not in excess of \$1500⁰⁰ upon the building & machinery situated upon the premises hereby conveyed during the existence of this debt, loss if any under which policies shall be payable to the party of the third part, and the party of the first part hereby agrees to pay the premiums for all such fire insurance. The party of the second part shall not be in any way liable to the party of the first part for any failure on his part to take out or keep up such insurance; but shall apply the amount of the loss recovered under such policies which shall come into his hands upon the principal and

interest, and other items of existing or possible indebtedness named herein in such order as they may be directed by the party of the third part. They further covenant that they will pay the taxes on the real estate herein described and as they accrue. And in the event they should fail to pay any such insurance premiums as aforesaid or to pay said taxes on said real estate, then said party of the third part, its successor or assigns may pay said taxes and insurance premiums, and the amounts so paid, for any or all of said purposes, shall thereupon become a part of the said indebtedness hereby secured, and shall be governed by the provisions of this Deed of Trust, and shall bear interest from the date of payment at the rate of ten per cent. per annum. And the said parties of the first part hereby covenant to keep all the improvements upon said real estate in as good repair as they now are, reasonable wear and tear & the casualties of fire and tempest and overflow excepted. The sole consideration of this Deed of Trust being the above mentioned principal sum of money loaned by the party of the third part to the party of the first part, represented by the notes herein described, now in consideration of the premises, and to further secure the prompt payment of said notes, the parties of the first part do hereby waive all rights of appraisement, sale, or redemption in present or after acquired property. In case of refusal, neglect, or incompetency to act of said Trustee, or his absence from the state or his decease, then said party of the third part or any holder of said note or notes, or their legal representative, may at any time they may desire, appoint a trustee in the place of the said party of the second part or any succeeding Trustee, whose acts done in the premises shall be of the same validity as if done by the Trustee hereinbefore named. Provided, That nothing herein shall authorize such a release of the view of this Deed of Trust as shall effect the rights of the party of the third part, or assigns, without the concurrence in writing of the party of the third part, or of its assigns, in such release.

In witness whereof, the said Eugene J. Hinton and Annie J. Hinton have hereunto set their hands and seals this first day of December 1887

Eugene J. Hinton
Annie J. Hinton

State of Miss }
Madison County } This day personally appeared before the undersigned, a duly commissioned, qualified and acting Justice of the Peace within and for said County & State, the within named Eugene J. Hinton & Annie J. Hinton - his wife, to me personally known to be the grantors in the foregoing Deed of Trust, and acknowledged that they

signed, executed and delivered the foregoing instrument, on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this first day of December 1887,

J. T. Nicholas J. P.

Thomas B + Saml. P. Scott } Filed for Record at 10 o'clock P. M.
To } Decd } Dec. 8th A.D. 1887
Morton Scott } Recorded Dec. 8th 1887.

In consideration of Two Hundred and Twenty Five Dollars cash paid by Morton Scott, the receipt of which is hereby acknowledged, we, Thos B. Scott and Saml. P. Scott, children and heirs of P. S. Scott deceased hereby convey and warrant unto the said Morton Scott, all our right, title and interest of, in and to the following described real estate situated in Madison County, State of Mississippi, to wit - S 1/2 Sec 3; all Sec. 10; S 1/2 & E 1/2 S. N. 1/4 and W 1/2 S. E. 1/4 Sec. 11; W 1/2 N. W. 1/4 Sec. 12, all in Township 9 Range 4 East.

Witness our hand and seal this 4th day of November 1887
Thos. B. Scott Seal
Saml. P. Scott Seal

State of Kentucky }
Jessamine County }

Personally appeared before the undersigned officer who is authorized by laws of State & County aforesaid to take and certify to the acknowledgements of Deeds &c. the above named Thos. B. Scott and Samuel P. Scott, to me well known, who acknowledged that they signed, sealed and delivered the foregoing Deed as their act and deed on the day and date therein named for the purposes therein expressed.

Witness my hand and official seal this 4th day of November 1887.
R. J. Perry clerk, Jessamine Co. Court

Mary A. Roberts } Filed for Record Dec 8th 10 o'clock P. M. 1887
To } Mar. Deed }
Morton Scott }

In consideration of the natural love & affection which I, Mary A. Roberts bear and have for Morton Scott who is my brother, I hereby convey and warrant unto the said Morton Scott, all my right title and interest of, in & to the following described real estate, situated in Madison

County, State of Mississippi, to wit
S/2 Sec 3 - all Sec 10, N 1/2 + N 1/2 E 1/4 + N 1/2 SE 1/4
Sec 11 - N 1/2 N. W. 1/4 Sec 12 - all in township 9 range
4 East.

Witness my hand and seal this 15th day of Janry
A.D. 1887.

Mary A. Roberts seal

State of Kentucky }
Jessamine County }

Personally appeared before the under-
signed officer, who is authorized by laws of State & County
aforesaid to take and certify to acknowledgements of deeds
to the above named Mary A. Roberts to me well known,
who acknowledged that she signed, sealed and delivered
the foregoing deed as her act and deed on the day & year
therein marked for the purposes therein expressed.

Witness my hand and official seal this 10th day of
September 1887

Wm. A. Sears, Notary Public
for Jessamine Co. Ky

Morton Scott
To 30th
Albert S. Caldwell, Trustee
Use of
Dundee Mortgage & Trust
Investment Company (Limited)

Filed for Record at 2 o'clock
P.M. Dec. 8th 1887
Recorded Dec. 8th 1887.

Substantially in full heretofore by authority renewed
in Green attorney book No. 1. p. 359
James
Chamery Clerk

This Indenture, made and
entered into, by and between Morton Scott, of the County
of Madison, and State of Mississippi, parties of the first
part, Albert S. Caldwell, of the City of Memphis, in the State
of Tennessee, party of second part, as Trustee; and the Dundee
Mortgage and Trust Investment Company, (Limited) a cor-
poration, party of the third part; Witnesseth: That the said parties
of the first part, for and in consideration of the sum of money
hereinafter mentioned, this day in hand paid by the said
party of the third part to the parties of the first part, the re-
ceipt whereof is hereby acknowledged, and the further
consideration of one dollar paid by the party of the second
part to the parties of the first part, do hereby grant bargain
and sell, convey and confirm unto the said party of the
second part, the following described real estate lying and
being situate in the County of Madison, in the State of Mis-
sissippi, to wit; The South half of section Three 3; all of
section ten 10. The North half and North half, of

on the 20th Oct 1891 Grant & Caldwell Smith the full of my. Had sent in the Certificate of title of
Banking Company. paid \$1872.66 in full payment of this sum of money & it is hereby submitted
in full with Scott abstract in my office. W.H. Caldwell

South West quarter and West half of South East quarter
of Section eleven (11) and West half of North West quarter of
Section twelve (12). All in Township nine (9) North of Range
Four (4) East, containing in all Fifteen Hundred and
ninety seven (1597) acres more or less, together with all and
singular the tenements, hereditaments, appurtenances, rights &
privileges, rents, profits and income thereto belonging, and ma-
chinery now or hereafter put upon said premises, for the
conduct thereof, whether attached or detached. To have & to
hold the above granted premises, appurtenances, rents profits
and incomes, improvements & machinery unto the said
party of the second part, his successors, heirs executors
administrators and assigns forever. And the said
parties of the first part do hereby covenant with the said
party of the second part, his successors and assigns that
he Morton Scott is lawfully seized in fee of the afore-
granted premises; that they are free of, and from all
incumbrances, and that they will warrant and forever
defend the title to the same unto the said party of the
second part, his successors or assigns, against the lawful
claims and demands of all persons. And the parties of
the first part hereby expressly release, relinquish and convey
to said Albert S. Caldwell, Trustee, his successors and
assigns, all rights of dower or homestead in said
premises.

This Indenture is intended as a deed of Trust for the
following purposes; to wit: Whereas, the said Morton Scott is
indebted to the party of the third part in the principal sum
of Twenty Six Hundred (\$2600⁰⁰/₁₀₀) dollars as evidenced
by Twenty (20) promissory notes of even date herewith, of
which Ten (10) become due as follows to wit: on the first
day of November, in the years 1888-1889-1890-1891-
1892-1893-1894-1895-1896-and 1897 and are respecti-
ly for the sums of Two Hundred Dollars (\$200⁰⁰/₁₀₀), Two
Hundred Dollars (\$200⁰⁰/₁₀₀), Two Hundred Dollars (\$200⁰⁰/₁₀₀),
Two Hundred Dollars (\$200⁰⁰/₁₀₀), Two Hundred Dollars (\$200⁰⁰/₁₀₀),
Two Hundred Dollars (\$200⁰⁰/₁₀₀), Two Hundred Dollars (\$200⁰⁰/₁₀₀),
Four Hundred Dollars (\$400⁰⁰/₁₀₀), Four Hundred Dollars (\$400⁰⁰/₁₀₀)
and Four Hundred Dollars (\$400⁰⁰/₁₀₀) and are given for the
principal of the money this day borrowed from the said
party of the third part, and the other Ten (10) notes are
given for interest on said principal notes, and become
due as follows, to wit: on the first day of November
in the years 1888, 1889, 1890, 1891, 1892, 1893, 1894,
1895, 1896 and 1897 and are respectively for the sums
of Two Hundred and Sixty (\$260⁰⁰/₁₀₀) Two Hundred and
Forty Dollars (\$240⁰⁰/₁₀₀) Two Hundred and Twenty Dollars (\$220⁰⁰/₁₀₀)
Two Hundred Dollars (\$200⁰⁰/₁₀₀) One Hundred & Eighty Dollars

(\$180⁰⁰) One Hundred and Sixty Dollars (\$160⁰⁰) One Hundred and Forty Dollars (\$140⁰⁰) One Hundred and Twenty Dollars (\$120⁰⁰) Eighty Dollars (\$80⁰⁰) and Forty Dollars (\$40⁰⁰).

All of said notes both principal and interest being signed by Morton Scott and all payable in gold coin of the United States, to the party of the third part, at the office of Francis Smith, Caldwell & Co., in the City of San Antonio, Texas, with interest at ten per cent. per annum after maturity, and each containing a waiver of exemptions, and are all, with their accruing interest intended to be secured by this conveyance.

Now if the said parties of the first part shall well truly pay, or cause to be paid, each and all of said notes as they respectively fall due, and shall perform all other acts and obligations as herein provided, then this conveyance shall become null and void. But should they fail to pay any one or more of said notes at maturity, or should fail to perform any other act or obligation as herein provided, then, and in that event, the said notes which are given for principal, as aforesaid, and such of said interest notes as may then be due, and all accrued interest on the said principal shall all be deemed and held to be due and payable at once, at the option of the said party of the third part, and no notice to the parties of the first part of the exercise of such option shall be necessary. And the said party of the second part, his successors or assigns, may, when so requested by the party of the third part, its successors, assigns or agents, take possession of the real estate hereby conveyed and sell the same, or so much thereof as may seem necessary, in such parts and parcels as to said party of the second part may seem fit, at public auction for cash, at the principal door of the Court House in Madison County, Mississippi after having given twenty days notice of time, place and terms of sale, in any newspaper then published in said county, and if no newspaper is then published in said county, then by posting notices of such sale at the door of the Court House and in two other public places in said County. Full power and authority is hereby expressly granted to, and conferred upon, the said party of the second part, or his successors to make, execute and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser at such sale good & sufficient title to the lands sold. It is further expressly provided, that the recitals in the conveyance to the purchaser shall be full evidence of all matters therein stated, and no other proof shall be requisite or required by the party

of the third part, its successors and assigns, to the Trustee to enforce this trust, or of the proper and due appointment of any substitute Trustee who may act; or of the advertisement, or sale, or any particular thereof, and all prerequisites to said sale shall be presumed to have been performed, and at such sale any of the parties hereto may become purchasers. And out of the proceeds of such sale said party of the second part shall pay all the expense of executing this trust, including five per cent. commission for his individual services, and five per cent. attorney's fees, and the full amount of the debt due and owing to the party of the third part, both principal and interest, and all sums, if any, which may have been paid by said party of the third part, its successors or assigns, for taxes, repairs, insurance and other charges which would be a lien upon the real estate in such order as he may determine; and the remainder if any, shall be paid over to the said parties of the first part. If any other legal or equitable remedy is resorted to by the party of the third part for the collection of the debt herein mentioned, then, and in such event, the said parties of the first hereby covenant and agree to pay to the party of the third part, as attorney's fees, ten per cent. of the amount then due which shall be a part of the debt hereby secured; And the said party of the first part, covenant and agree that if this Deed of Trust, or the debt or notes hereby secured, shall be taxed under any existing laws of the State of Mississippi, or any laws hereafter passed, then, and in that event the said notes which are given for principal of the debt hereby secured and all interest accrued thereon, and any advances made by the party of the third part shall immediately become due and payable without notice to the parties of the first part.

They further covenant that they will keep the taxes on the real estate herein described paid as they accrue. And in the event they should fail to pay any such insurance premiums as aforesaid or to pay said taxes on said real estate, then said party of the third part, its successors or assigns may pay said taxes & insurance premiums, and the amounts so paid, for any or all of said purposes, shall thereupon become a part of the said indebtedness hereby secured, and shall be governed by the provisions of this Deed of Trust, and shall bear interest from the date of payment at the rate of ten per cent. per annum. And the said parties of the first part hereby covenant to keep all the improvements upon said Real estate in as good repair as they may wear, reasonable wear & the casualties of fire and

tempest and overflow excepted. The sole consideration of this Deed of Trust being the above mentioned principal sum of money loaned by the party of the third part to the party of the first part, represented by the notes herein described, now in consideration of the premises, and to further secure the prompt payment of said notes the parties of the first part do hereby waive all rights of appraisement, sale, and redemption in present or after acquired property. It is also agreed that if any foreclosure of this Deed of Trust is made or any Trustee's sale, then all Trustee's fees and attorney's fees are not to be paid until the debt due the party of the first part is fully paid.

In case of refusal, neglect, or incompetency to act of said Trustee, or his absence from the State, or his decease, then said party of the third part or any holder of said note or notes, or their legal representative, can, at any time they may desire, appoint a Trustee in the place of the said party of the second part or any succeeding Trustee, whose acts done in the premises shall be of the same validity as if done by the Trustee hereinbefore named. Provided, That nothing shall authorize such a release of the lien of this Deed of Trust as shall effect the rights of the party of the third part, or assigns, without the concurrence in writing of the party of the third part, or of its assigns, in such release.

(Signature)

In Witness whereof, the said Martin Scott have hereunto set his hand & seal this Eighth day of December 1887
 Martin Scott *(Seal)*

State of Mississippi }
 Madison County }

This day personally appeared before me, the undersigned, a duly commissioned, qualified and acting clerk of the Chancery Court, within & for said County and State, the within named Martin Scott, to me personally known to be the grantor in the foregoing Deed of Trust and acknowledged that he signed, executed and delivered the foregoing instrument, on the day & year therein mentioned as his voluntary act & deed.

(Signature)

Given under my hand and seal this 8th day of December 1887
 W O Baldwin Clerk
 By *(Signature)* J. Gould & Co.

State of Louisiana } Personally appeared before me a Notary Public in and for the City of New Orleans, State of Louisiana, the within named Ellen Eustis, James Buckner & Newton Buckner and acknowledged that they signed & delivered the within & foregoing instrument as their respective Voluntary act & deed on this the 17th day of Novr A.D. 1887. In faith whereof my hand & Seal, as a duly qualified Notary Public of said City of New Orleans, on this the 17th day of Novr A.D. 1887. (Andrew Hero) Not. Pub.

Ellen Eustis et al } Filed for Record Nov 30th 1887 at Clock 11:30
To & used
Robert Cattell } Recorded December 9th A.D. 1887

In consideration of the sum of Six Hundred and Forty Dollars, lawful money of the United States, cash in hand to us paid by Robert Cattell of the County of Madison in the State of Mississippi; we have granted, bargained, and sold and by these presents do grant, bargain, sell and convey unto said Robert Cattell the following described tract or parcel of lands, situated, lying and being in said County of Madison, State of Mississippi aforesaid, to wit: The West half of the South West quarter of Section No. Five: The South half and the East half of the North East quarter of Section No. Seven and the West half of the West half of Section No. Eight; all in Township No. Eight Range No. Two East. To have and to hold the herein conveyed lands & appurtenances unto the said Robert Cattell, his heirs and assigns forever.

As Witness our signatures on this the thirty first day of October A.D. 1887.

Ellen Eustis
Newton Buckner
James Buckner
Laura O. Eustis

City of Washington }
District of Columbia }

On this day before the undersigned authority personally came and appeared Ellen Eustis, and acknowledged that she signed, delivered the within and foregoing instrument, as her Voluntary act and deed on the day and year therein mentioned.

In faith whereof witness my hand and seal as a duly commissioned & qualified Notary Public, at said City of Washington on this the first day of November A.D. Eighteen Hundred and Eighty Seven. Edward J. Steinhagen Notary Public, D.C.

State of Louisiana }
City of New Orleans }

Before the undersigned authority on this day personally came and appeared the within named Laura Eustis, James Buckner & Newton Buckner and acknowledged that they signed & delivered the within & foregoing instrument as their respective Voluntary act & deed on the day & year therein mentioned.

In faith whereof my hand & Seal, as a duly qualified Notary Public of said City of New Orleans, on this the 17th day of Novr A.D. 1887. (Andrew Hero) Not. Pub.

James Buckner
Ellen Eustis

James Buckner
Ellen Eustis
Notary Public
Nov 17th 1887

W. H. Cleary et al } Filed for Record at 3 o'clock P. M. Nov. 30th
 To } said } A. D. 1887
 Mary J. Cleary } Recorded Dec. 9th 1887

This conveyance made by J. S. Cleary Josephine Cleary, Richard Cleary & Mary A. Cleary Jas. Cleary & Alice Cleary, L. W. Cleary & Ellen F. Cleary, C. Adams & Henrietta C. Adams, Vendors to Mary J. Cleary, Vendee, Witnesseth; That for and in consideration of the sum of ten dollars paid by the Vendee to the Vendors, cash in hand, & for the further consideration of love and affection which the Vendors have for the Vendee, the Vendors do hereby convey and warrant unto the Vendee the following lands, situated in the County of Madison and State of Mississippi, viz: That certain house & lot situated in the corporate limits of the town of Sharps & designated in the plan of said town as bounded South by Square No. 1 and lots 1 & 2 belonging to William Thomas Long and bounded on the East, North West by lands belonging to Kniseman Divine dec'd and containing five acres more or less - it being the property occupied by Dr. J. P. Cleary deceased in his lifetime as a family residence. And also that tract of land commencing at a stake at the corner of T. G. Melton and John Durans dec'd land and running due North on the boundary line with the lands of J. M. Bell dec'd to a stake on the line of Jno. Thomas dec'd land; thence running due West on the boundary line of said Thomas's land to a stake connecting with the lands of Wm. Puller dec'd thence South on boundary line of said Puller's land to the North West corner of the lot of land owned by J. P. Cleary, thence due East to the land of Jesse Harvey dec'd, thence North to the North West corner of said Harvey's land; thence due East to the North West corner of said Harvey's land, thence due South to the lands of said T. G. Melton, thence along the boundary line of said Melton's lands to the beginning situated in the $\frac{1}{2}$ of N. E. $\frac{1}{4}$ Section 31 Township 10 Range 4 East, being about 90 acres in this tract. And also the following personal property, viz; all the household & kitchen furniture, bedding & bed clothes and table ware and linens and 15 head of cattle marked swallow fork in the left ear and smooth cut in the right ear now being upon said premises in said Co., all of said property, real and personal being known as the property and estate and residence of Dr. J. P. Cleary dec'd. To have and to hold said property unto the said Vendee her heirs and assigns in fee simple forever. Witness our signatures this 24th of

October A.D. 1887

- C. W. O'Leary
- E. F. O'Leary
- C. Adams
- H. E. Adams
- A. O'Leary
- M. A. O'Leary
- J. S. O'Leary
- Josie C. O'Leary
- J. F. O'Leary
- Alice O'Leary

State of Mississippi }
 Madison County }

Personally appeared me the undersigned Justice of the Peace in and for said County, C. W. O'Leary, E. F. O'Leary, C. Adams & H. E. Adams, who acknowledge that they signed the said deed for the purpose therein specified.

Witness my hand & seal this 9th day of Nov. 1887
 D. P. Brown J. P.

State of Mississippi }
 Warren County }

Personally appeared before the undersigned Justice of the Peace of Warren County, A. O'Leary, M. A. O'Leary, J. S. O'Leary and Josephine O'Leary, who acknowledged that they signed and delivered the foregoing instrument on the day therein mentioned.

Witness my hand Nov. 14th 1887
 J. T. Strother

State of Louisiana }
 Parish of Caddo }

Personally appeared before me the undersigned authority J. F. O'Leary and Alice O'Leary, his wife, both to me well known and acknowledged to me, Notary, that they had signed the deed or instrument of writing for the purposes and consideration therein contained.

In Witness whereof I hereto sign my name and affix my official seal this 14th day of November A.D. 1887.

Lewis E. Carter
 Notary Public in & for
 Caddo Parish, State of Louisiana

James A. Bennett
 Julia A. Bennett
 To & of
 Albert R. Shattuck, Trustee,
 use of
 British and American Mortgage
 Company, (Limited).

Filed for Record at 1 o'clock
 P.M. December 9th 1887

Recorded December 9th
 A.D. 1887.

This indenture made and entered into this second day of December A.D. 1887 by and between James A. Bennett and wife Julia A. Bennett, of the County of Madison, in the State of Mississippi of the first part; Albert R. Shattuck, of the City of New Orleans, in the State of Louisiana of the second part; and the British and American Mortgage Company (Limited) of the third part: Witnesseth, That the parties of the first part, for and in consideration of the sum of ten dollars, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, and the considerations herein after stated, have granted, bargained, sold, conveyed, warranted and delivered, and do by these presents, grant, bargain, sell, convey, warrant and deliver unto him the said party of the second part, and his heirs, successors and assigns, all the following described real estate, situated and lying in the County of Madison, and State of Mississippi, to wit: The South West quarter of section twenty seven (27) less seven (7) acres more or less being that part lying North East of the old road bed running from Livingston to Jackson and East half of the North East quarter, and West half of the South East quarter, less ten (10) acres off South end of the West half of the South East quarter, and North half of the East half of the South East quarter Section thirty three (33) and North West quarter and West half of the North East quarter, less a narrow strip off East side of said West half of North East quarter, containing thirteen (13) acres more or less and North half of West half of South West quarter, section thirty four (34) and five (5) acres off North end of South half of West half of South West quarter, section thirty four (34). Also all that part of South East quarter of section twenty seven (27) lying South West of Livingston and Jackson road containing twelve (12) acres more or less, all in Township eight (8) Range one (1) East and containing in all Six Hundred & Seventeen (617) acres more or less.

To have and to hold, all and singular the above described property, together with all the buildings and improvements on said lands, and the rights, privileges, advantages & accretions thereunto belonging or in any wise appertaining, to him said party of the second part, his heirs, successors and assigns.

This Indenture is intended as a Deed of Trust for the following uses and purposes, to wit: Whereas said James A. and Julia Bennett, of the first part, are jointly & severally indebted to said British and American Mortgage Company (Ltd) in the sum of Five Hundred ⁰⁰/₁₀₀ (\$500⁰⁰/₁₀₀) dollars for money lent, as evidenced by the five promissory notes of said James & Julia A. Bennett of the first part, dated the 2^d day of December A.D. 1887, and to become due as follows, to wit: Each for the sum of One hundred ⁰⁰/₁₀₀ (\$100⁰⁰/₁₀₀) dollars & due on December 1st fixed 1888; 1889; 1890; 1891; and 1892 respectively, bearing interest at the rate of ten per cent. per annum from maturity until paid, and in the payment of the interest thereon accruing before maturity of said principal note fifteen interest notes have been executed under the same date, to become due as follows, to wit: Five, each for ⁰⁰/₁₀₀ (\$10⁰⁰/₁₀₀) Ten ⁰⁰/₁₀₀ dollars due Dec 14 (fixed) 1888; four (4) each for ⁰⁰/₁₀₀ (\$10⁰⁰/₁₀₀) dollars due Dec. 1st (fixed) 1889; Three (3) each for ⁰⁰/₁₀₀ (\$10⁰⁰/₁₀₀) dollars due Dec. 1st (fixed) 1890; two (2) each for ⁰⁰/₁₀₀ (\$10⁰⁰/₁₀₀) dollars due Dec. 1st (fixed) 1891 and one (1) for ⁰⁰/₁₀₀ (\$10⁰⁰/₁₀₀) dollars due Dec. 1st (fixed) 1892.

All of which both principal and interest notes are payable in United States Gold Coin of the present standard of weight and fineness to the British and American Mortgage Company (limited) at the Louisiana National Bank of New Orleans La. and are all, with their accruing interest, intended to be secured by this conveyance.

And, whereas it is understood and agreed that said parties of the first part, will promptly pay all taxes, assessments & charges that are or would become a lien upon said property as the same may be due and payable, and will keep the building and machinery situated on said lands insured for the full term of this conveyance, in some responsible company or companies satisfactory to the said party of the third part, in the sum of _____ dollars, and will assign and deliver said policies of insurance to said party of the second part, for the use & benefit of said party of the third part and all and any persons interested in the debts secured therein; and that if said parties of the first, shall fail to obtain and keep up said insurance, or shall fail to assign and deliver said policies of insurance to said party of the second part, within ten days from the execution of this Indenture, or shall fail to pay any of the taxes, assessments or other local charges upon said property, when they become due, or shall permit the same to be sold therein or thereout, for any reason, then said party of the third part, or any or their successors or assigns, or any person or persons interested in any of the debts hereby secured, shall be

entitled to obtain said insurance and to pay said taxes, assessments, and other legal charges, and in case of sale, redeem said property; and all moneys so paid, and all expenses incurred therein and thereby, and all payments made at the option of said party of the third part, or by any person interested as aforesaid, for insurance by reason of any failure of said parties of the first part, to obtain or keep up the insurance, or to assign & deliver said policies as hereinbefore provided, and all attorneys' fees fixed at five per centum on the amount in suit, in the event of litigation, shall be a part of the principal debt secured by this instrument, and shall respectively bear interest at the rate of two per cent. per annum from date of payment thereof or liability incurred therefor by the creditor; but the amount so paid for premiums on insurance shall not exceed in any one year the sum of Dollars.

Now it is further understood and agreed, that if default be made in any payment of any indebtedness herein provided for, when the same may become due and demandable, then the whole of the indebtedness secured in and by this instrument, may, at the option of said party of the third part, or their assigns, and without notice to said parties or either of them, of the first part, be declared due and payable, and they may proceed to enforce this Debt of Trust as hereinafter provided, or, at their option, institute proceedings respectively for the collection at law or in equity of such amounts as may be then unpaid.

And the said parties of the ~~second~~ part do hereby waive and renounce any and all rights of appraisement, redemption and homestead.

Now it is mutually agreed between the parties hereto, that if the said parties of the first part shall well & truly keep and perform all the covenants and agreements above set forth, and well and truly pay off and discharge all notes and other indebtedness secured and intended to be secured herein, then this conveyance shall be null and void; but otherwise it shall remain in full force & effect. If default is made in the payment of any of the debts above described, or any portion thereof, when due, or if any of the covenants and agreements herein set forth are not kept, then the said party of the second part, when so requested by the party of the third part or any holder of said note or notes, or by any person interested in the other debts herein provided for, may take possession of said property, and sell the same in bulk, at his option, or so much thereof in parcels as may be necessary to meet said indebtedness, and the expense of executing this

trust, including a commission of five per cent. for his individual
 services, at the door of the Court House in said County of
 Madison, by public auction, to the highest bidder for cash,
 twenty days previous notice of the time, place and terms of
 such sale having been first given in some newspaper
 published in the County of Madison, by at least two inser-
 tions, the last insertion not to be less than one week before
 the day of sale, or by notices posted up, near the Court
 House door, and at two other public places in said county;
 said sale to be made on some day fixed by said party
 of the second part, and to be made between the hours of
 ten o'clock in the forenoon and three o'clock in the after-
 noon; full power and authority being hereby expressly
 granted to and conferred upon said party of the second
 part or his successors, to make and execute and deliver
 all necessary deeds of conveyance for the purpose of vesting
 in the purchaser or purchasers thereof good & sufficient
 title to the lands so sold; the usual recitals wherein shall
 be received in all courts of law or equity as full and
 sufficient proof of the matters therein stated; and at such
 sale, any of the parties hereto may become a purchaser
 or purchasers; and the proceeds of such sale shall be
 applied, first, to the payment of the costs & expenses of
 executing this trust, including the commission of said
 party of the second part, and five per cent. for the creditors
 attorney's fees, in the event of litigation; second, to the
 payment of the debt due said party of the third part
 their successors or assigns; and the remainder if any
 there be shall be paid to the said James A. & Julia A.
 Bennett of the first part. In case of the refusal, or
 neglect, or incompetency to act of said trustee or his
 absence from the state, or his decease, then said party
 of the third part or any holder of said note or notes,
 or their legal representative, can at any time they may
 desire, appoint a trustee in the place of said party
 of the second part, or any succeeding trustee, whose
 acts done in the premises shall be of the same valid-
 ity as if done by the trustee hereinbefore named; and
 should the said trustee at any time believe said prop-
 erty, or any part thereof endangered as a security for
 the indebtedness of the said parties of the first part to the
 said party of the third part, he may take the same
 or any part thereof into his possession and hold it
 until said indebtedness is paid, or until said property
 is sold, as aforesaid; but until demanded by the
 trustee for any of the purposes aforesaid said party
 of the first part may hold the same; but nothing
 in this indenture contained shall be construed as requiring

The trustee herein to take or have actual possession of any of said property, before being authorized to sell same as herein before mentioned.

It is further expressly covenanted and agreed, that if a sale shall be made under the provisions of this deed of trust, then the parties of the first part, their assigns, or legal representatives who may be in possession of said premises at the time of said sale, shall become, from day of such sale, the tenant or tenants at the will of the purchaser, & shall and will remove at any time thereafter upon ten days notice from said purchaser, and will pay him the reasonable rental value of said premises from the day of such sale to the day of such removal.

It is further understood and agreed that this instrument and the notes therein referred to shall be construed and governed by the laws of the State of Mississippi, notwithstanding a different place of payment may be named.

In witness whereof the said parties of the first part have hereunto set their hands this 2^d day of December A.D. 1887.

James A. Bennett
Julia A. Bennett

State of Mississippi }
County of Madison }

Personally appeared before me, a Justice of the Peace in and for said County & State the within named James A. & Julia A. Bennett, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the 9th day of December A.D. 1887
Lewis Phillips J.P.

Franklin White }
Susan White }
To & Decd }
D. J. Barnett }

Filed for Record at 9 o'clock Dec 10th A.D. 1887

Recorded Dec. 10th A.D. 1887

State of Miss: Madison County.

In consideration of Three Hundred and ninety Dollars in hand paid to us by D. J. Barnett, we bargain sell and convey to, D. J. Barnett the following described land; Five 1/2 of the 11th 1/2 of S. H. 1/2 Section 3, Township 10 Range 5 East in Madison County, Miss

Witness our hands this 28th day November 1887.

Franklin White
Susan White

State of Mississippi }
Madison County }

Personally appeared before me undersigned
Member Board Supervisors of the County aforesaid Franklin
White and his wife Susan White, who acknowledged that they
signed and delivered the within deed of conveyance as their
act and deed on the day and year first mentioned.
Witness my hand this 28th day of November A.D. 1887
H. A. Mendenhall

Ann L. Moore } Filed for Record at 10 o'clock a.m. Dec. 3rd 1887
To }
F. H. Huffman } Recorded December 10th A.D. 1887

In consideration of One dollar cash in hand
paid me, I, Ann L. Moore, do hereby convey & warrant all my
rights, title & interest to F. H. Huffman of, in and to the following
described lands, situated in Madison County, State of Mississippi,
to wit: N 1/2 N 1/2 E 1/2 S E 1/4 + N 1/2 N 1/2 S E 1/4 + S 1/2 E 1/2 S 1/4
Sec. 30 T. 12 R. 4 E. containing 100 acres more or less.
Witness my hand and seal this 11th day of October A.D. 1887
Ann L. Moore

State of Texas }
Tacogdoches County }

Personally appeared before me, an acting
Justice of the Peace and Ex officio Notary, in and for said County
State the above named Ann L. Moore, who acknowledged that
she signed sealed and delivered the foregoing deed as her act
and deed for the purposes therein expressed.
Witness my hand and official seal this 22nd day of Nov 1887
A. S. Standland, Justice of the Peace &
Ex officio Notary Public,
Tacogdoches County, Texas.

John P. Stevens } Filed for Record at 9 o'clock A.M. Dec. 3rd
R. L. Sanders } A.D. 1887
To }
Frederick Perry } Recorded Dec 10th 1887

In consideration of the sum of Five
Hundred + ⁰⁰/₁₀₀ Dollars to be paid, as evidenced by four
promissory notes a' even date for the sum of One Hundred and
Twenty Five + ⁰⁰/₁₀₀ Dollars each, maturing respectively November
1st 1887 & Nov 1st 1888 & Nov 1st 1889 & Nov 1st 1890 and all
bearing interest at rate of ten per cent, per annum, we
convey and warrant to Frederick Perry the following de-
scribed land lying in Madison County, Mississippi and

described as all that part of the North Half of a certain thirty six (36) Township seven (7) Range one (1) East that lies East of present Illinois Central Rail Road and being forty acres more or less.

Witness our signatures this 12th day of February 1887

John P. Stevens
O. L. Sanders

State of Mississippi }
Hinds County

This day personally appeared before me the undersigned M. H. Harris, a Justice of the Peace in and for said County the within named John P. Stevens and O. L. Sanders, who acknowledged that they signed the foregoing instrument of writing in the day and year therein mentioned.

Given under my hand and seal of office this the 17th day of Feb 1887

M. H. Harris J. P.

F. W. Howard }
To & Deed }
Madison County }

Filed for Record at 9³⁰ o'clock A. M.
Dec. 7th A. D. 1887.

Recorded Dec. 10th 1887.

The State of Miss. County of Madison:

In consideration of \$40⁰⁰ to be paid by Madison County, or receipt of this deed I warrant and convey to said County, through S. Chichester, President of the Board of Supervisors of said County and his successors in office a right of way for a road bed, 30 feet wide along the East side of the Canton and Camden road, commencing at the N.E. corner of the N.E. 1/4 of Sec. 32 T 11 R 4 E in said Co. and running along the old road bed on the East side thereof wherein it is impracticable for road purposes the said road intersects the dividing line of the N.E. 1/4 of the S. E. 1/4 of said section.

F. W. Howard

By T. S. Ward atty of Records

State of Mississippi }
Madison County }

Personally appeared before the undersigned, M. C. Baldwin, clerk of the Chancery Court of the said County, the within named T. S. Ward, atty of Records in F. W. Howard, who acknowledges that he signed & delivered the foregoing deed on the day & year therein mentioned as his act and deed. Given under my hand & official seal, at office this 7th day of December A. D. 1887.

M. C. Baldwin clerk
Per J. P. Sanders & Co.

E. F. Divine } Filed for Record at 1 o'clock P.M. Dec. 10th 1887
To }
B. K. Divine } Recorded Dec. 10th 1887

Know all men by these presents, That E. F. Divine for and in consideration of the sum of Two Hundred dollars to him in hand paid and the receipt whereof is hereby acknowledged, has this day bargained, granted, sold and conveyed and by these presents does bargain, grant, sell and convey unto R. K. Divine his heirs assigns or administrators in fee simple and forever all his right title interest and claim in and to one parcel of land lying and situated in the County of Madison and State of Mississippi and described as the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of section 25 T. 10 R. 3 East, also all the land lying in the fork of the Shurm and Plum Bridge road and the Shurm and Mirro's Bluff road, being the N. end of $\frac{1}{2}$ of N. $\frac{1}{4}$ in T. 36 R. 10 Range 3 East, also 5+ acres in N.E. corner of N. $\frac{1}{2}$ of W. $\frac{1}{2}$ of N. E. corner of T. 36 R. 10 Range 3 East; also $\frac{1}{2}$ of $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of T. 8 R. 10 Range 2 East. In all one hundred & five acres of land more or less to have and to hold against any claimant whatsoever, and I warrant the title to the above described land to R. K. Divine, his heirs and assigns, and I covenant hereby to defend the said title if necessary against any claimant and I hereby bind myself, my heirs and assigns to maintenance of the above deed.

Witness my hand and seal this 15th day of January 1879.
E. F. Divine Seal

In recording this deed I have copied full name - the proper marks or descriptions of lands having been made - I mean in the description of land see pp. 11, 12, 13, 14, 15, 16

State of Miss }
Madison Co. }

Before me the undersigned Justice of the Peace of said County this day personally appeared E. F. Divine who acknowledged that he executed, sealed signed and delivered the above deed as his act & deed.

Witness my hand & seal this 17th day of January A.D. 1879.
Jno C. Pitchford J. P. Seal

M. J. & M. F. Brown } Filed for Record at 4 o'clock P.M.
To } Dec. 10th A.D. 1887
R. W. Caldwell, Trustee }
To secure } Recorded Dec. 10th A.D. 1887
J. P. Frazer } This Indenture made & entered into

This deed of land was loaned by J. P. Frazier with the indebtedness of R. M. Caldwell and on way 5-5-1881 Charles P. Brown & wife executed deed of land to Caldwell & wife to secure a note which was due when this deed of land is paid & when paid this deed of land is to be returned to J. P. Frazier
 June 13th 1881 W. F. Brown & wife per W. F. Caldwell

This 25th day of November, A.D. 1887 and between Charles T. Brown and his wife M. F. Brown parties of the first part and R. M. Caldwell party of the 2^d part and J. P. Frazier, party of the 3^d part; witnesseth that said parties of the 1st part are indebted to the party of the 3^d part in the sum of One Thousand Dollars evidenced by their promissory note of even date with this instrument, payable to J. P. Frazier in 3 years from the date hereof, and bearing 10 per cent interest, said interest to be paid annually. And whereas the said parties of the 1st part are desirous of securing to the said party of the 3^d part the prompt payment of the said indebtedness at the maturity thereof. Now therefore in consideration of the premises as well as for and in consideration of the sum of Ten dollars in hand paid by the party of the 2nd part to the parties of the 1st part (the receipt whereof is hereby acknowledged) the said parties of the 1st part have granted, bargained and sold and by these presents do grant, bargain sell and convey unto the said party of the 2nd part, his heirs and assigns, the following described real & personal property lying and being in the County of Madison and State of Mississippi, to wit: Section 13 Township 9 and Range 1 West less 38 acres off North end thereof, also 1 Bay mare male 5 years old named "Lige"; 1 Bay mare mule, 4 years old named "Rhody"; one ball faced Roan mare mule, named "Dagie", 8 years old, one ball faced Roan mare mule, 4 years old named "Jane". One Dun mare 8 years old named Kate, one bay mare 2 years old with ball face and stocking feet named "Fannie Bester" One iron mule "Gusty" wagon; also 20 head of cattle; together with all the increase from mares & cattle; the above being all the land, mules, horses, wagons and cattle owned by the parties of the 3^d part in Madison Co. Miss, and the personally being now on the above described land in said County. To have and to hold the same unto the said party of the 2^d part, his heirs and assigns or the successor of him forever, in trust nevertheless upon the following terms and conditions to wit: If the said parties of the first part shall fail or refuse to pay the annual interest as it may become due, or shall fail or refuse to pay the note at its maturity to the party of the third part, or his assigns, and the cost and charges of this deed, then the party of the 2^d part or the successor of him may and shall enter in and take possession of said real & personal estate and sell the same or so much thereof as may be necessary upon the Court House door in the city of Meridian, at public auction to the highest bidder for

cash, after giving 10 days notice at the time and place of said sale by posting in two or more public places, and to convey the estate so sold to the purchaser or purchasers thereof by proper instrument, or conveyances, and from the proceeds of said sale the party of the 2^d part or successors shall first pay the cost & charges of this deed then pay the amount remaining due on this indebtedness to the party of the 3^d part, and if there be any residue pay same to the parties of the first part. If the parties of the first part shall well and truly pay the indebtedness on said note and all interest at time of maturity, the cost and charges of this deed, then the party of the 2^d part shall enter satisfaction of this deed upon the record and the same shall be null and void. It is further understood and agreed that if the party of the 2^d part shall fail from any cause to perform the duties herein required as Trustee, then and in that case the party of the 3^d part may in writing appoint another Trustee whose acts and doings in the premises shall be as binding as the acts of said R. M. Caldwell, Trustee.

In testimony whereof we have hereunto set our hands this the day & Year above named.

"Interlineations before signing"
together with all the increase
from mares & cattle (between the
5th & 6th line) 3^d page

C. T. Brown
M. F. Brown

State of Mississippi
Madison County

Personally appeared before me
A. P. Hill, Mayor of Canton & Ex officio J. C. in & for
said County Charles T. Brown & his wife M. F. Brown
who severally acknowledged that they signed and
delivered the foregoing deed of trust as their act and
deed, on the day & Year therein named.

Witness my hand and official seal this 2nd day of
December 1887.

A. P. Hill Mayor & J. P. Seal

The debt secured by this deed
has been renewed by endorsement
upon the note this Dec 15th 1887
The debt to fall due Dec 15th 1894

W. W. Rucker
Mary E. Rucker
Carrie Fulton
To & of
F. B. Pratt, Trustee
use of
R. M. Caldwell

} Filed for Record at 1³⁰ o'clock
P. M. Dec. 10th 1887
} recorded December 10th 1887
} Whereas, the said Rucker, Mary
E. Rucker, & Carrie Fulton are
indebted to R. M. Caldwell in the sum of Eight hundred

Aug 14 1888

In consideration of four hundred dollars this day paid me hereby release from the operation of this trust deed the following trust property therein named to wit, that certain house & lot situated on the north side of Peace street beginning at the north west corner of the residence lot owned by C. R. Snigleton thence west along said Peace street 200 ft to a certain other lot owned by Silliman thence along Silliman's line 64 ft to the line of said Peace street thence north 200 ft to the line of said Peace street thence east with the line of said Peace street 200 ft to the line of said Peace street thence south 200 ft to the line of said Peace street thence west along said Peace street 200 ft to the line of said Peace street thence north 200 ft to the line of said Peace street thence east with the line of said Peace street 200 ft to the line of said Peace street thence south 200 ft to the line of said Peace street thence west along said Peace street 200 ft to the line of said Peace street

and fifteen dollars, evidenced by our promissory note aforesaid herewith, falling due December 1st 1890 and bearing interest at the rate of ten (10) per cent per annum, and wishing to secure the payment of the same at maturity.

Now therefore in consideration of the premises, we hereby convey and warrant to F. B. Pratt as trustee the following described real estate in Canton, Madison County, Mississippi, to wit: That certain house and lot situated on the North side of Peace Street, beginning at the South West corner of the residence lot owned by C. R. Snigleton, thence West along said Peace Street, one hundred feet to the residence lot of Silliman thence North two hundred feet to a certain other lot of C. R. Snigleton occupied by a tenant, thence East with the line of said Snigleton lot one hundred feet to the residence lot of said Snigleton, thence South along the line of said Snigleton residence lot two hundred feet to the front of beginning, thence that certain other lot in said City, fronting on Centre Street on the north side two hundred feet and running back North four hundred feet, bounded on the East by the residence lot of W. J. Mosby and on the West by the residence lot of William Gandell: the same being the old residence lot of the late David M. Fulton. To have and to hold the same to him the said Pratt, his assigns & successors upon the following trust and conditions. If said note with all interest thereon shall not be paid at maturity, said Pratt shall sell said property at public auction for cash to the highest bidder at the South door of the Court House at said Canton and out of the proceeds of such sale shall pay all costs and expenses of executing the provisions of this deed and shall pay said note and interest. The balance if any to be paid to us. Said Pratt shall execute to the purchaser or purchasers of said property proper deeds of conveyance. Notice of such sale shall be posted in said Court House door thirty days prior to such sale.

Said C. W. Caldwell or whomever may become the legal owner of said note may in writing appoint some other person to act in place and stead of said Pratt, whenever he shall deem it necessary or expedient so to do and such person so appointed shall upon such appointment become vested with the legal title to said property with all the powers herein conferred upon said Pratt.

In witness our hands this 10th day of December 1887
 F. B. Pratt
 F. B. Pratt
 Wm. C. Knight
 Wm. C. Knight

State of Miss }
Madison County }

Personally appeared before me at Hillman
& Ex-off. J. P. the within W. M. called, Mary E. Rucker &
Mers Carrie Fulton, who acknowledged that they signed &
delivered the foregoing instrument on the day therein mentioned
Witness my hand this the 10th day of Dec. 1887.

A. P. Hill, Mayor & Ex-off. J. P.

E. F. Gaddis }
To & Dued }
R. M. Rowland }

Filed for Record at 9 o'clock a.m. Dec.
10th 1887.

Recorded Dec. 10th 1887.

In consideration of Seventy five dollars in cash
and warrant specifically to R. M. Rowland the land described as
lots (3) and four (4) in Square four (4) in the town of
Flora in Sec. 17 T 8 R 1 West in the County of Madison,
State of Mississippi.
Dec. 3rd 1887.

E. F. Gaddis

State of Miss. }
Madison County }

Personally appeared before the undersigned a
Justice of the Peace of said County, the within named E. F.
Gaddis who acknowledged that he signed, sealed & delivered
the foregoing deed on the day and year therein mentioned
as his act and free will.

Given under my hand and official seal of office this 3rd
day of Dec. 1887.

J. C. Britton J. P. Seal

J. H. Mitchell }
To & Dued }
Robt. C. Mitchell }

Filed for Record at 9 o'clock a.m. Dec. 10th 1887

Recorded December 10th 1887.

The State of Mississippi }
Madison County }

In consideration of the sum or three
hundred dollars to me in hand paid I hereby grant, bargain,
sell, convey and warrant to Robt. C. Mitchell of Madison County,
State of Mississippi the following described land & property, situated
in the County of Madison, State of Mississippi and known as
the West half of the North West quarter of Section twenty eight,
Township Twelve Range five East; and containing Equally acres
more or less.

Witness my signature this 18th November

1887

J. K. Murrell
W. J. Linn

J. H. Mitchell

State of Illinois }
Madison County }

Personally appeared before the undersigned Justice of the Peace of the County aforesaid, W. J. Linn, one of the subscribing witnesses to the foregoing deed who being first duly sworn depose and swear that he saw the within named J. H. Mitchell whose name is subscribed thereto sign & deliver the same to J. H. Mitchell, that he this deponent subscribed his name as a witness thereto in the presence of the said J. H. Mitchell, and that he saw the other witnesses sign the same in the presence of the said J. H. Mitchell & that the witnesses signed in the presence of each other on the day and year therein named

Witness my hand this 25th Nov 1887

Saml. Mutton J. P.

A. G. Cage }
To } agreement }
N. W. Hales }

Filed for Record at 12 o'clock m - Dec 12th A.D. 1887
Recorded December 12th A.D. 1887

This contract made this the 7th day of October 1887 between A. G. Cage and N. W. Hales is to show; That said Hales desires to purchase from said Cage the following land in Madison County, to wit; her plantation known as "Millfield Place" containing 108 acres 1 Rod and 13 Perches more or less in Township 8 Range 1 East; also S 1/2 NE 1/4 + 50 ams off North end N 1/2 SE 1/4 Sec. 17 T 8 R 1 E; also one acre in the center of which lies the Big Spring at Livingston and the right of way about 25 feet wide from said Spring to "Millfield Place" being the same right of way excepted in the contract with Bird Stegall recorded in Book 160 page 368. Said Hales agrees to pay said Cage for said land the sum of Thirty four Hundred and ninety eight 16/100 dollars in the following manner evidenced by his ten promissory notes all of this date and each bearing interest from their respective maturities at 10% per annum payable at Foot & Smith's Bank to the order of A. G. Cage, to wit:

One note due one year after date for Two Hundred & twenty dollars; One note due two years after date for Two hundred and forty dollars; One note due three years after date for Two Hundred and Fifty dollars; One note due four years after date for Two Hundred & Eighty dollars; One note due five years after date for Three Hundred dollars

being unable to pay for the land they bought herein and desiring to resell the land for the purchase of some of land
of Henry Chesnut & Co. of the County of York & to assign to said Chesnut & Co. all his interest in the same which
he may have in the said land or any part thereof in this behalf - Nov 29/89 N. W. Hales

One note due six years after date for Three Hundred & Twenty dollars
One note due seven years after date for Five Hundred & Twenty Five
dollars. One note due Eight years after date for Four Hundred
and Eighty eight 32/100 Dollars. One note due nine years after
date for Four Hundred and fifty 76/100 dollars and the tenth
note due ten years after date for Four Hundred & Thirteen 19/100
dollars.

Now when said Hales shall have paid said Caze or her assigns
all of said ten notes, provided he pays them all promptly at
their several maturities, she binds herself & her Exors to convey
said Hales said land by general warranty deed, but she will
not so convey until after all said notes are promptly paid.
If said Hales shall fail to promptly pay said first note for
Two Hundred and Twenty Dollars, then he agrees to pay on Sep-
tember 1st 1888 to said Caze or her assigns the sum of One hundred
and twenty five dollars as rent of said land for year 1888.
If said Hales shall pay said note for Two hundred & Twenty
dollars and shall fail to pay the note for Two hundred & fifty
dollars, then he agrees to pay said Caze on Sept 1st 1889 the
sum of Two Hundred dollars as rent of said land for the
year 1889 - and if he should pay said two notes of 220 & 240
dollars & should fail to pay said 3rd note for 260 dollars,
then he agrees to pay said Caze or her assigns on Sept 1/90 the
sum of two hundred and twenty five dollars as rent of said
land for the year 1890. If said Hales should fail to pay
any of said ten notes at their respective maturities, then it
shall be optional with said Caze or assigns to declare this
contract null & void as a purchase contract and hold it
as a rental contract and any money said Hales may have
paid on the original contract of purchase for said land
shall be held by said Caze & assigns as rent for said land.
Said Hales agrees to pay all taxes on said lands hereafter
except for the year 1887. If said Hales does not faithfully
keep and perform all the covenants in this contract said
Caze has the option to declare the agreement to sell null
& void. No improvements now on said land or hereafter
placed thereon shall be removed without the consent of
said Caze or assigns. If said Hales shall promptly
pay all said notes as above provided, said Caze binds
herself to release any of said lands from any encumbrance
that may be thereon. Said Caze will deliver possession
of said lands on January 1/88 or shortly thereafter. Said
Caze has the right to insure if she desires the improve-
ments upon said place in some insurance Co. against
loss by fire, and the premium for such insurance shall
be paid by said Hales.

Attest: C. C. Gilmor

Witness our hands & Seals this 17th day of October A.D. 1887
A. G. Caze for W. H. Powell agent & atty N. W. Hales

State of Mississippi }
Madison County }

Personally appeared before the undersigned, W. C. Baldwin, Clerk of the Chancery Court of the said County, the within named H. C. Cagle by W. H. Powell a pt & atty & J. M. Hales who acknowledged that they signed and delivered the foregoing agreement on the day & year therein mentioned, as their act & deed.

Given under my hand and official seal, at office, this 12th day of December A.D. 1887

W. C. Baldwin clerk
By W. H. Gould D.C.

George Wilson et al }
Jo & Tute Bond }
James R. Childress }

Filed for Record at 5 o'clock P. M.
Dec. 12th 1887
Recorded Decr 13th 1887

Know all men that we Geo. Wilson and Sallie Wilson principals and

Sureties are held and firmly bound unto James Robert Childress in the penal sum of Two Hundred Dollars for which payment well & truly to be made, we bind ourselves, heirs & Executors firmly by these presents - With our hands and seals this the day of A.D. 1887 The condition of the above obligation is such that whereas, the said George Wilson, has sold to said Childress, for the sum of Seventy five dollars, cash, in hand paid him by said Childress, the receipt of which is hereby acknowledged, the following described land in Madison County, State of Mississippi, to wit: The N 1/2 W 1/2 S W 1/4 less 1 acre in N W corner of the woodland and less 1 1/2 acres in the S. W. corner of the woodland thereof - also 40 acres out of or off of the South end of N 1/2 N. W. 1/4 lying West of Vernon & Clinton Road - all in sec. 33 T. 9 N. 1 W., containing 7 1/2 acres more or less. Now if said George Wilson shall annoy or cause to be conveyed to said Childress, on or before the 1st day of August A.D. 1888 said land above described by deed sufficient to pass & convey to said Childress such title in said lands as was owned seized & possessed by William Wilson at his death then this obligation shall be null & void, otherwise it shall remain in full force & effect

Geo. W. Wilson Seal
Sallie E. Wilson Seal
Bryan Clark Seal
M. J. Fitcher Seal

State of Miss, County of Madison Personally appeared,

before me an acting Justice of the Peace in & for said County & State the above named George W. Wilson & Lizzie Wilson, who acknowledged that they signed, sealed & delivered the foregoing instrument of writing for the purposes therein expressed as their and deed -

Witness my hand & official seal this the 19th day of Nov. A.D. 1887

J. B. Hutten J. P.

Frederick Perry } Filed for Record at 5 O'clock P.M. Dec. 12th
To & deed } 1887
Madison County } Recorded Dec 13th 1887

In consideration of the sum of Fifty Dollars to me paid I convey and warrant to the County of Madison a strip of land thirty feet wide for a public highway - Said strip is in the South half of Section thirty six (36) Township seven (7) Range one (1) East in said Madison County, and lies along the East side of the Illinois Central R.R.; immediately adjoining the right of way of said R.R. and runs as far along said R.R. as said R.R. runs in said North half of Section thirty six.

Witness my signature this day of December 1887
Frederick Perry

Personally appeared before me a member of the Board of Supervisors of the County of Madison the within named Perry who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this 17th day of December 1887
J. F. Battery
M.P.S.

A. J. White & } Filed for Record at 4 O'clock P.M., Dec.
M. P. White } 12th A.D. 1887
To & Bond for Debt }
Ephraim Avery } Recorded Dec 13th 1887
State of Miss, Leak Co.

Know Ye, that we, A. J. White and M. P. White, her husband of the County of Leak and State of Miss for and in consideration of three promissory notes each for the sum of one hundred & fifty dollars and bearing interest at the rate of ten per cent. per annum from maturity and payable respectively

all of the notes & m^{ts} collected & mentioned in this bond for P^r the loan have been paid in full by Ephraim Avery and we have money to pay to send him this bond A. J. White M. P. White

on the first day of Dec: 1857, 1858, 1859 have two days bargained and sold to me Ephraim Avery of the County of Madison and State of Miss., the following described land, to wit: N 1/2 E 1/2 N 1/4 & N 1/2 W 1/2 & E 1/4 Sec. 1: T. 11. R. 3 East, and 13 acres off the South end of N 1/2 S. E. 1/4 of Sec. 36 T. 12 R. 3 East, situated in the County of Madison and State aforesaid.

Now if said Ephraim Avery party of second part and of the County & State aforesaid does pay or cause to be paid promptly and faithfully each & all of the above described notes with all interest accrued thereon; We Mrs A. J. White & M. P. White, parties of the first part and of the County of Leake and State aforesaid do hereby bind ourselves, our heirs and assigns to make warrant and forever defend the title to the above described land to the aforesaid Ephraim Avery his heirs and assigns.

Witness our signatures this 8th August 1887
Mrs. A. J. White
M. P. White

The State of Mississippi }
County of Leake }

Before me the undersigned a Justice of the Peace of said County this day personally appeared A. J. White & M. P. White who acknowledged that they signed and delivered the above instrument on the day and year therein written.

Given under my hand this 8th day of August A.D. 1887
J. E. Hibbs J. P.

all of the notes & m^{ts} collected & mentioned in this bond have been paid in full by E. Collins and the vendors herein in notes paid & changed Dec. 31/90 C. L. Groves

C. L. Groves } Filed for Record at 3 o'clock P.M. 1887
To J. and } Dec 13th
E. Collins } Recorded December 13th 1887

In consideration of (\$ 1920⁰⁰) nineteen Hundred and Twenty dollars to be paid to me the Vendor herein by E. Collins the Pender herein in the following instalments, viz The sum of (\$ 480⁰⁰) Four Hundred and Eighty dollars in cash the receipt of which I acknowledge and the sum of \$ 480⁰⁰ four hundred and eighty dollars on the first day of January A. D. 1889, with interest from date at the rate of six per cent. per annum, and the sum of (\$ 480⁰⁰) Four Hundred & Eighty dollars on the first day of January A. D. 1890, with interest from date at the rate of six per cent. per annum, and the sum of (\$ 480⁰⁰) four hundred and eighty dollars on the first day of January

A.D. 1891 with interest at the rate of six per cent. per annum from date; the last three several payments being evidenced by the three promissory notes of the Vendor hereafter named and bearing equal date herewith and made payable to W. L. Gross or order the Vendor herein, I, Charles L. Gross do hereby convey and warrant to said E. Colburn the following tract of lands in the State of Mississippi and in Madison County Viz: The $\frac{1}{2}$ of $\frac{1}{4}$ E $\frac{1}{4}$ & $\frac{1}{2}$ of $\frac{1}{4}$ E $\frac{1}{4}$ & $\frac{1}{2}$ of $\frac{1}{4}$ S $\frac{1}{4}$ Section 13 Township 8 Range Two West City. 240 acres more or less. And the $\frac{1}{2}$ of $\frac{1}{4}$ E $\frac{1}{4}$ & $\frac{1}{2}$ of $\frac{1}{4}$ E $\frac{1}{4}$ & $\frac{1}{2}$ of $\frac{1}{4}$ S $\frac{1}{4}$ Section 13 Township 8 Range 2 West City. about 240 acres more or less. To have and to hold unto said Colburn his heirs and assigns forever. But in as much as this sale is partly upon credit note the said Gross hereby reserves the Vendor's privilege & claim upon all of said lands for the faithful payment of the whole purchase price & note described above given for the purchase of the above lands. And the said Colburn hereby agrees to the same and accepts this conveyance with such understanding.

Witness my signature this the 12th day of December A.D. 1887.

Charles L. Gross

State of Mississippi
Madison County

Personally appeared before the undersigned W. O. Baldwin, Clerk of the Chancery Court of the said County, the within named C. L. Gross, who acknowledges that he signed & delivered the foregoing deed on the day & year therein mentioned, as his act and deed.

Given under my hand & official seal, at office, this 12th day of Decr. A.D. 1887

W. O. Baldwin, Clerk
By H. H. McCallister

C. B. Cooper
To S. H.
J. L. Ward, Trustee
To secure
J. M. Chambers

Filed for Record at 3 o'clock P.M.
Dec 13th A.D. 1887

Recorded Dec. 14th 1887

Being due to J. M. Chambers \$1000 on
Jan 1st 1889 + 10% interest, & warrant & conveyance to
Hardy Trustee, the $\frac{1}{2}$ of $\frac{1}{4}$ E $\frac{1}{4}$ & $\frac{1}{2}$ of $\frac{1}{4}$ S $\frac{1}{4}$ of section 12
T. 11 R. 3 East in Madison County Miss.
Should be paid to

pay the above sum at maturity said Ward shall advertise said lands by 30 days notice in the Canton Vicket and sell same at public auction to the best bidder for cash and out of the proceeds pay this above mentioned debt and costs of this trust and pay the residue of proceeds of sale to C. B. Cooper, his heirs & assigns.

Should this debt be paid at maturity this deed is void. Should said Ward fail or refuse to act, his successor appointed by said Chambers shall have full power to act as the trustee herein named.

Witness my hand &c. this 13 day of Dec 1887
C. B. Cooper

State of Mississippi
Madison County

Personally appeared before the undersigned B. F. Garrett, clerk of the Circuit Court of the said County, the within named C. B. Cooper, who acknowledges that he signed, sealed and delivered the foregoing Deed on the day & year therein mentioned as his act and deed.

Given under my hand & Seal, at office, this 13th day of December A. D. 1887.
B. F. Garrett Clerk

H. A. Bledsoe Filed for Record at 10 O'clock A. M. Dec. 15/87
To 3 Mortgage }
H. O. Turner } Recorded Dec 15th A. D. 1887

Whereas, I am indebted to H. O. Turner in sum of Six Hundred Dollars and wish to secure him in the payment thereof, I convey and warrant to him the following described real estate property in Madison County to wit: 1/2 of S E 1/4 Section 9 Township 10 Range 4 East 1/2 of N 1/2 S W 1/4 " 10 " 10 " 4 East To have and hold the same unto himself forever.

The above sale is upon condition that if I pay said Six Hundred dollars when due, this deed shall be void but if I should fail to pay it as aforesaid then said H. O. Turner or his assigns is empowered to take possession of all of said property and sell the same or a sufficiency thereof at public outcry to the highest and best bidder for cash at Court House in Canton Mississippi after giving five days notice of the time & place of said sale by posting advertisement in one or more public places in said County and from proceeds of said sale shall pay himself the full amount as secured hereby and cost of collection. In testimony

Satisfied. Dec. 19, 1887. J. O. Turner

whereof we have herunto signed and affixed our seals this the 28th day of November 1887.

M. N. Bledsoe
Martha T. Bledsoe

State of Mississippi
Madison County

Personally appeared before the undersigned, M. O. Baldwin, Clerk of the Chancery Court of the said County, the within named M. N. Bledsoe & Martha T. Bledsoe, who acknowledge that they signed & delivered the foregoing deed on the day & year therein mentioned, as their act & deed.

Given under my hand and official seal, at office, this 30th day of Nov. A.D. 1887

M. O. Baldwin Clerk
By Wm. H. Gould D.C.

Thos. C. Wright } Filed for Record at 9 o'clock A.M. Dec. 15th 1887
Mary Douglas }
T.C. Deed } Recorded December 15th A.D. 1887
R. W. Durfee }

For and in consideration of the sum of 600⁰⁰ Six Hundred Dollars, to us in hand paid by Robert W. Durfee of Canton, Madison County, Mississippi, We, Thomas C. Wright and Mary Douglas; do, by these presents, grant, bargain, sell and convey and warrant to Robert W. Durfee & his heirs and assigns forever, the following described lot or parcel of land, in Canton aforesaid, to wit; Lot and residence in said City of Canton, commonly known as the Douglas lot & residence, the same being lot number thirty three according to a map of said City of Canton, made by J. P. George, and now in the office of the Chancery Clerk of said County, said lot fronting on South Side of Peace Street One Hundred and nine feet and running back South Two Hundred feet, to gather with all the rights, privileges and appurtenances herunto belonging.

Witness our signatures this 13th day of December A.D. 1887
Thomas C. Wright
Mary Douglas

The State of Mississippi } Personally appeared before me at Canton
Madison County } J. Ford, a Justice of the Peace in and for
said County the above named Thomas C. Wright & Mary Douglas, who severally acknowledged to me that they signed & delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand & seal this 13th day of December A.D. 1887
J. Ford

The notes mentioned in this deed have been fully paid
me by Foster Anderson and the land was given
to the land mentioned in this deed. Therefore, the
notes mentioned in this deed are hereby
cancelled and the land is hereby
returned to the land mentioned in this deed.
Lee Witherston

Lee Witherston } Filed for Record at 11 o'clock P.M. Dec 15/87
To } suit
Foster Anderson } Recorded Decr. 15th 1887

In consideration of One Hundred and nine dollars cash in hand paid me by Foster Anderson receipt of which is hereby acknowledged, and for the further consideration of One Hundred and forty one dollars due to me as is evidenced by three promissory notes of said Anderson payable to my order as follows: One note for forty seven dollars due one year after date; one note for forty seven dollars due two years after date and one note for forty seven dollars due three years after date, all three of said notes bearing even date herewith and drawing interest from date at six per cent. per annum, I, Lee Witherston do hereby convey and warrant unto the said Foster Anderson, the following described land situated in Madison County, State of Mississippi, to wit: 1/2 N 1/2 W 1/2 N W 1/4 Sec 19 T 9 R 2 E. An express or Vendor's lien is hereby reserved upon said land to secure the payment of said three notes in favor of said Witherston or his assigns.

Witness my hand & seal this the 15th day of December A.D. 1887

Lee Witherston (Seal)

Attest M.H. Powell

State of Mississippi }
Madison County }
Personally appeared before the undersigned, M.C. Baldwin, Clerk of the Chancery Court of the said County, the within named Lee Witherston who acknowledges that he signed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed.

Given under my hand & official seal, at office, this 15th day of December A.D. 1887

M.C. Baldwin clerk
By Wm. H. Gould D.C.

M.A. Beddare } Filed for Record at 10 o'clock
M.J. Beddare } A.M. This 19th Decr. 1887
To } mortgage
H.C. Turner } Recorded Decr 19th A.D. 1887

In consideration of one indebtedness
H.C. Turner in the sum of Six Hundred dol-

lens by our notes, one for three dollars dated Nov. 28th 1887 due ninety days after date & the other for a like sum of same date falling due six months after date we have this day conveyed and warranted to said Turner the following lands lying in said County of Madison and State of Miss. known as E 1/2 & E 1/4 of Sec. 36 T 9 R 2 E. S 1/2 N 1/2 & N 1/4 Sec 31 T 9 R 3 E. S 1/2 & E 1/4 Sec 9 T 10 R 4 E. & S 1/2 N 1/2 & N 1/4 Sec 10 T 10 R 4 E but this deed is intended as a mortgage to secure the prompt payment of the above notes and should we fail to pay either of them at maturity the said J. Q. Mayson his assigns or legal representatives or the then holder of said notes or either of them may sell the said lands after giving five days notice of sale by written posters in three public places separate deeds to the purchasers and apply the proceeds to the payment of said notes -
 Witness our hands & signatures this 19th Dec. 1887
 J. Q. Mayson
 M. J. Bledsoe

J. Q. Mayson } Filed for record Dec 19th @ 12 o'clock
 J. Q. Mayson } 1887.
 Mace Reeves } Recorded Dec 19th. A.D. 1887

Madison County, Canton, Miss., Dec. 19th. 1887. For and in consideration of the sum of Twenty Five Dollars cash in hand paid & Mace Reeves note due 12 months from date for for Twenty Seven ⁵⁰ Dollars I convey and warrant specially to Mace Reeves the land described as follows, commencing at the N.W. corner of S 1/2, E 1/2, N 1/4 Sec. 1 Township 9 Range 3 East, thence South by the chains, thence East to Canton & Maces Bluff Road, then along said road S 1/2 E 1/2 S 1/4 above set forth; thence West to the point of beginning, said land containing two acres more or less. My provision is retained; also if the said 27⁵⁰ is not paid at maturity the power is reserved by J. Q. Mayson to take possession of the above described land and sell same before the Court House door in the City of Canton to the highest & best bidder for cash after giving ten days notice to Mace Reeves and by posting same of the time & date of sale in one or more places after paying the expense of sale, if any money remains after paying the note aforesaid, it is to be paid to said Mace Reeves
 J. Q. Mayson

State of Mississippi }
 Madison County } Personally appeared before me under
 signed, J. Q. Bledsoe, Clerk of the Circuit Court as

Mich 10-88- This note was transcribed to us to day & may find in file to us by Mace Reeves J. Q. Mayson

of the said County; the within named E. V. Arnold
 who acknowledges that he signed, and delivered the fore-
 going Deed on the day and year therein mentioned, as his
 act and deed.
 Given under my hand and official seal, at office, this 19th
 day of December A.D. 1887.
 W. O. Baldwin, clerk.

E. V. Arnold } Filed for Record at 3 o'clock P.M. Dec. 15th 1887
 E. W. Lott. }
 D. B. Barrett } Recorded December 20th A.D. 1887

In consideration of Fifty Five Dollars in hand
 paid and note of this date for Fifty Five Dollars due the 15th
 of November 1888, Drawing interest at 10 per cent per annum from
 this date until paid; We convey and warrant to D. B. Barrett
 the following land situated in Madison County, Mississippi
 and described as follows; The N 1/2 of N. W 1/4 Section 23 Town-
 Ship 17 Range 5 East, containing 80 acres more or less
 Witness my signature this 18th day of November 1887.
 E. V. Arnold
 E. W. Lott

The State of Alabama }
 Dale County }
 I, J. F. Williams, Clerk of the Circuit
 Court in and for the County and State aforesaid, hereby certify
 that Mrs. E. V. Arnold, whose name is signed to the foregoing
 conveyance, and who is known to me, acknowledged before
 me, on this day, that, being informed of the contents of the said
 conveyance, she executed the same voluntarily, as the day the
 same bears date.
 Given under my hand this 18th day of November, A.D. 1887
 J. F. Williams
 Clerk

State of Mississippi }
 Madison County }
 Personally appeared before me, undersigned,
 W. O. Baldwin, Clerk of the Chancery Court of the said County,
 the within named E. W. Lott, who acknowledges that he signed
 and delivered the foregoing Deed on the day and year
 therein mentioned, as his act and deed.
 Given under my hand and official seal, at office
 this 15th day of December A.D.
 W. O. Baldwin clerk
 By W. H. S. Jones, s.c.

James Hales } Filed for Record at 3 o'clock P.M. Dec 20th 1887
 To } Deed
 John E. Hales } Recorded Dec. 21st A.D. 1887.

In consideration of Ten dollars in hand paid I convey and warrant to John E. Hales the following land situated in Madison County, Mississippi, and described as the South 1/2 of East 1/2 and South 1/2 of the North of the East 1/2 and the West 1/2 of South West 1/4 of Section one (1) and the East 1/2 of the North 1/2 of the North West 1/4, and twenty seven (27) acres in the North West corner of North 1/2 of the East 1/2 of Section twelve (12) lying West of Rail Road, Township Ten Range 3 East, containing One Hundred and Eighty seven acres (187) more or less.

Witness my signature this 24th day of October 1887
 James Hales

State of Mississippi }
 Madison County }

Personally appeared before the undersigned Justice of the Peace of the County aforesaid James Hales, who acknowledged that that he signed and delivered the foregoing Deed as his own act and deed on the day and Year therein named.
 Witness my hand this 24th day of October 1887.
 David Hillman, J.P.

L. W. Andrews, Trustee } Filed for Record at 11 o'clock A.M. Dec. 20th 1887
 W. C. Coultter }
 To } Deed
 J. B. Mayson } Recorded December 21st A.D. 1887.

State of Mississippi: Madison County:

By virtue of the authority conferred on me as Trustee as Trustee for J. B. Mayson by W. C. Coultter, on the 19th Dec. 1879 and recorded in Book of Deeds in Chancery Clerk's office, Letter N. N. & Page 544, having this day in compliance with the law sold to the highest bidder for cash the following described lands situated in Madison County, Mississippi, viz: 38 interest in the S's S.E. 1/4 and 36 acres off of the South end N.E. 1/4 Sec. 1, T. 9 R. 3 E. In S.W. 1/4 Sec. 6 T. 9 R. 4 East & N. 1/2 N.E. 1/4 Sec. 12, T. 9 R. 3 East containing by estimation 370 acres, more or less. Also the undivided 1/6 interest in the following described lots & parcel of land lying and being in the City of Canton and more particularly described as lots 2 & 4 in Square No. 10 in said city also 1/6 interest in the land described as commencing at the N.E. corner of Lot 101 & 9 10 in said city thence running North 110 feet

on Liberty St. thence North 400 feet, thence South 1110 feet to
the N. W. corner of lot 4 Sq. 10; thence East 1100 feet to the
beginning, containing by estimation 10 acres more or less;
where J. B. Mason became the highest bidder thereof at Twelve
Hundred Dollars. I now convey said lands &c. to J. C. Mason
under such title as is vested in me as trustee. In witness whereof,
I, C. M. Andrews, Trustee, herewith set my hand this 7th day of
September 1885.

C. M. Andrews,
Trustee

State of Mississippi }
Madison County }

Personally appeared before the undersigned,
N. C. Baldwin, Clerk of the Chancery Court of the said County,
the within named C. M. Andrews, who acknowledges that he
signed and delivered the foregoing deed on the day and year
therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 20th day
of December A.D. 1887
N. C. Baldwin Clerk

Mrs. Houtoka Sims } Filed for Record at 11 o'clock a. m. Dec 20
To S. Deed } 1887
C. M. Duffey } Recorded Dec 22d A.D. 1887

In consideration of the sum of One Hundred
and Fifteen Dollars to me paid by C. M. Duffey, the receipt
whereof is hereby acknowledged, I, Houtoka Sims, nee Doug-
lass, do hereby sell and convey to said C. M. Duffey an un-
divided one half interest in the following described real estate
in Canton, Madison County, Mississippi, to wit: That certain
lot and residence fronting on South side of Peace Street, about
100 feet, running back South 200 feet, known as the Douglas
lot and residence. Said lot is numbered 33 upon a map
of said Canton made by S. P. George and now upon the
records of said Madison County in the Chancery Clerk's of-
fice. Said lot is directly West of the Presbyterian Church lot
in said Canton, with a street or alley between said lots.
Witness my hand this 19th day of December A.D. 1887
Houtoka Sims.

State of Tennessee }
County of Shelby } City of Memphis

(Personally appeared
before me M. C. ... a commissioner for the sale
of ... Houtoka Sims, wife of ... who
acknowledged that she signed and delivered the ...
deed on the day & year & for the purposes therein mentioned

as her free act and deed.

Given under my hand and seal of office this 19th day of December A.D. 1887.

J. B. Coleman
Commissioner for the State of Mississippi

Jack Sheppard }
Joe Richards } Trustees
Adam Joyner }
Third Baptist Church }
of Canton }
To } Deed
Clair Hammond }

Filed for Record at 4 O'clock P.M.
Dec. 20th A.D. 1887

Recorded December 22nd A.D. 1887

For and in consideration of the sum of
Thirty Seven ⁵⁰100 dollars, cash received this day from Clair
Hammond, the convey and warrant to the said Hammond
a certain parcel of land, lying & being in the City of Canton
County of Madison State of Mississippi, more fully de-
scribed as the North 1/2 of a certain lot in said City County
& State, beginning at a point on the West side of Hickory Street
13 1/2 feet South of the intersection of Hickory & Park Street, thence
running West 220 feet at right angles with Hickory Street thence
50 feet North, thence 220 feet to Hickory Street, thence 50 feet
South to the point of beginning.

In testimony whereof we hereunto set our hands this 19th day of
June 1885.

Jack ^{his} Sheppard
Joe ^{his} Richards
Adam ^{his} Joyner
3d ^{Trustee of the} Baptist Church
of Canton

State of Mississippi } ss
Madison County }

Personally appeared before the undersigned
O. Baldwin, Clerk of the Chancery Court of the said County, and
within named Jack Sheppard, Joe Richards & Adam Joyner, who
acknowledge that they signed and delivered the foregoing deed
on the day and year therein mentioned, as their act & deed.
Given under my hand and official seal, at office, this 12th
day of June A.D. 1885.

H. O. Baldwin, Clerk

Jack Sheppard } Trustees
Joe Richards } Third Baptist Church
Adam Joyner } of Canton
To } Deed
Clair Hammond }

Filed for Record at 4 O'clock P.M. Dec. 20th 1887

Recorded Dec. 22nd A.D. 1887

For and in consideration of the sum of

Deed was recd. 5000 dollars, cash in hand paid us, the under survey and warrant to a certain claim, a certain parcel of land lying and being in the City of Canton, County of Madison, and State of Mississippi, more fully described as the South half of a certain lot in said City, County & State, beginning at a point on the West side of Hickory Street 13 1/2 feet South of the intersection of Hickory and North Streets, thence running West 220 feet at right angles with Hickory Street, thence 50 feet North; thence, 220 feet to Hickory Street; thence 50 feet South to point of beginning.

In testimony whereof we hereunto set our hands this the 8th day of June 1885.

Jack ^{his} Sheppard
 Jo ^{his} Richards
 Adam ^{his} Jones
 Justice of the Peace
 Baptist Church
 at Canton

State of Mississippi } ss.
 Madison County }

Personally appeared before me the undersigned, H. C. Baldwin, Clerk of the Chancery Court of the said County, the within named, Jack Sheppard, Jo Richards and Adam Jones who acknowledge that they signed and delivered the foregoing deed on the day and year therein mentioned, as their act & deed. Given under my hand and official seal, at office, this 12th day of June A. D. 1885.

H. C. Baldwin Clerk

Subdivision of section	Section	Township	Range	No. of acres	Rate per acre	Am't Recd.	Name of Purchaser	Date of Sale	No. of certificate & warrant	To whom Patented	Date of Patent
all of	11	9 N.	5. E.	640 24			Richd. Hunter & Ab. Jones	May 18 1859	56.7.8	Richd. Hunter & Mumphd. Jones	May 18/59

I, John A. Enoch, Commissioner of Swamp Lands, and having in my official keeping as such, the records of the "Surveyor General's Office," do hereby certify that the above and foregoing pages contain a faithful transcript from the said records of the above described land in Madison County.

Given under my hand and seal, at Jackson Mississippi, this 21st day of December A.D. 1887.

John A. Enoch,
 Commissioner of Swamp Lands

State of Miss }
 To 30 Patents }
 Richard Hunter }
 & Wm. Southford Jones }

Filed for Record at 9 O'clock A.M. Dec. 22^d 1887

Recorded Dec. 23^d A.D. 1887.

H. C. Baldwin Clerk

B. N. Ward
J. R. Powell
Fannie Powell
To. S. Sud
J. A. Weatherford

Filed for record at 1 o'clock P.M. Dec. 23rd 1887
Recorded Dec 21st A.D. 1887.

In consideration of fifteen hundred dollars to be paid us by J. A. Weatherford, as follows, to-wit: Six hundred dollars, cash in hand paid to B. N. Ward and one hundred dollars cash in hand paid Francis A. Powell, the receipt of which is hereby acknowledged, and for the further consideration of the promissory note of said J. A. Weatherford payable to said Francis A. Powell one year after date for the sum of seven hundred dollars and for the further consideration of said Weatherford's promissory note payable to B. N. Ward, one year after date for the sum of two hundred dollars, both of said notes bearing date herewith & each drawing interest at the rate of ten per cent per annum from date, we B. N. Ward, J. R. Powell and Francis A. Powell do hereby convey and warrant unto the said James A. Weatherford the following described real estate, with all improvements situated in the City of Canton, County of Madison and State of Mississippi, to-wit: Lot No. one in square No. 10, less 20 feet off the South end of said lot and 26 feet off the West side of lot No. two in square No. 7. Said lot is a parcel of ground fronting on Liberty Street and measuring with said street 170 feet and fronting also on Peace Street and measuring on said street 126 feet, being the same property conveyed by Emma E. and A. E. Conner to B. N. Ward & Francis A. Powell on the 9th day of February A.D. 1870. An express or Vendor's lien is hereby reserved in favor of all of the above described property to secure the prompt payment of said two promissory notes in favor of the respective payees thereof as aforesaid and in favor of their assigns or the legal holder thereof.

Witness our hands and seals this 22nd day of December A.D. 1887.

B. N. Ward
J. R. Powell
Fannie Powell

Seals
Seals
Seals

State of Mississippi }
Madison County }

Personally appeared before me the undersigned H. C. Baldwin, Clerk of the Supreme Court of the said County, the within named B. N. Ward and J. R. Powell who acknowledge that they signed and delivered the foregoing deed on the day & year therein mentioned, as their act and deed - Given.

under my hand and official seal, at office, this 22nd day of December A.D. 1887.
H. O. Baldwin, clerk.

State of Mississippi }
Madison County }

Personally appeared before me A. J. Beauford, a Justice of the Peace of the County of Madison, said State, the within named Mrs. Fannie Powell, who acknowledged that she signed & delivered the foregoing instrument on the day & year therein mentioned as her act and deed.

Given under my hand this 22^d of Decr. 1887
A. J. Beauford, J. P.

Martha H. McCauley }
Sallie J. Davis }
J. R. D. McCauley }
To 3 said }
William Lockett }

Filed for Record at 3 o'clock P. M.
Dec. 22^d A.D. 1887

Recorded Dec. 23^d 1887

State of Mississippi, Madison County.

For and in consideration of One Hundred dollars, we convey to Wm Lockett the following land situated in Madison County, Mississippi, to wit: Twenty Five acres off the East side of the E 1/2 of Lot No. 1 East of Choctaw Boundary Line Sec. 20 T 10 R 5 E.

Witness our signatures Aug. 20th 1885

Witness }
A. E. Lockett }
J. M. Anderson }

Mrs. Martha H. McCauley
Sallie J. Davis
J. R. D. McCauley

State of Mississippi }
Madison County }

Personally appeared the above A. E. Lockett me of the subscribing witnesses to the foregoing deed, who being first duly sworn, depose and say that he saw the above named Martha H. McCauley, Sallie J. Anderson, J. R. D. McCauley whose names are subscribed thereto sign and deliver the same to the said Wm Lockett, that he this deponent subscribed his name as a witness thereto in the presence of the said Martha H. McCauley, Sallie J. Davis and J. R. D. McCauley and that he saw the other subscribing witness J. M. Anderson sign the same in the presence of the said Martha H. McCauley, Sallie J. Davis and J. R. D. McCauley, and that the witnesses signed in the presence of each other on the day & year therein named. Given under my hand this Sept 3rd 1885.
Wm Lockett, J. P.

B. C. Nelson
S. A. Nelson
Do & Seal
Mrs. Julia Hiller

Filed for record at point O.M. Dec. 22nd 1887
Recorded December 24th 1887

Know all men by these presents: That we B. C. & Mrs. S. A. Nelson, of Lauderdale County and State of Mississippi, in consideration of Five Hundred Dollars received from Julia Hiller of Madison County and State of Mississippi, do grant, bargain, sell and convey unto the said Julia Hiller, the following described premises situated in Canton, County of Madison and State of Mississippi, and described as follows: Beginning at a point 105 feet South of the South eastern intersection of Fulton & Liberty Streets which is also South 105 feet from the North Western corner of the same Residence lot. Thence East 200 feet; Thence South 95 feet; Thence West 200 feet; Thence North 95 feet to the point of beginning. This being the same lot conveyed by Mrs. S. E. Rose to S. A. Nelson & wife, S. W. Nelson, as appears by deed of record in Chancery Clerk's office of Madison County, in deed book "B" page 109; To have and to hold the above described premises with the appurtenances thereto belonging unto the said Julia Hiller, her heirs and assigns forever. And we the said B. C. and S. A. Nelson for ourselves and our heirs, executors and administrators do covenant with the said Julia Hiller, her heirs & assigns that we are seized in fee of the above described premises and have good right to sell and convey the same; that they are free from all encumbrances and that we will warrant and defend the Title of said premises to the said Julia Hiller, her heirs and assigns forever, against all lawful claims whatsoever.

In witness whereof, we hereunto set our hand and seal the 20th day of December, 1887.

B. C. Nelson
S. A. Nelson

The State of Mississippi }
Lauderdale County }

Personally appeared before me, H. M. Stone, a Justice of the Peace of the said County, the within named B. C. Nelson & S. A. Nelson who acknowledged that they signed, sealed and delivered the foregoing deed in the day and year therein mentioned as their act and deed. Given under my hand and seal, this 20th day of Dec. 1887.

H. M. Stone

J. W. Brown } Filed for Record at 11 o'clock a.m. Dec.
 A. S. Brown } 28th A.D. 1887
 J. S. Dyer }
 Ida V. Sharpe } Recorded Dec. 28th A.D. 1887

In consideration of some hundred dollars cash in hand paid, receipt whereof is hereby acknowledged we convey and warrant to Ida V. Sharpe the following described lands lying and being situated in Madison County State of Mississippi, to wit: The S.W. 1/4 Sec. 27 less 2 acres off the North East corner of the S.W. 1/4 and twenty feet off of the South end of same. Also the N. 1/2 E. 1/2 of N. E. 1/4 Sec. 28; also the undivided one half of S. 1/2 E. 1/2 S.W. 1/4 Sec. 20 T. 11 R. 3 East, together with all improvements thereon.
 Witness our signatures this 6th day of December A.D. 1887.
 J. W. Brown
 A. S. Brown

State of Mississippi }
 Sumner County }

Personally appeared before me the undersigned clerk of the Chancery Court within for said County, the within named J. W. Brown and his wife A. S. Brown who severally acknowledged that they signed and delivered the foregoing instrument as their act and deed this 13th day of December A.D. 1887.
 J. G. Walton, clk
 W. O. Morrow sc.

Scipio Fleming } Filed for Record at 9 o'clock a.m. Dec.
 J. K. Shrock } 28th A.D. 1887
 J. K. Shrock } Recorded Dec. 28th 1887

In consideration of ninety dollars in hand paid I convey and warrant to J. K. Shrock the following land situated in Madison County, Mississippi and described as the South 1/2 of East 1/2 of North East 1/4 Section 29 Township 12 Range 4 East, containing forty acres more or less.
 Witness my signature this 1st day December 1887
 Scipio Fleming

State of Mississippi }
 Madison County }

Personally appeared before me the undersigned Justice of the Peace of the County aforesaid, Scipio Fleming who acknowledged that he signed and delivered the foregoing instrument as his own act and deed on the 1st day of December 1887.
 J. K. Shrock

Julia Miller
Do & J. A. Nelson
G. A. Alden, Trustee
To Secure
O. C. + J. A. Nelson

Filed in record at 4 o'clock P. M. Dec
27th or 28th 1887.
Recorded Dec. 28th or 29th 1887

Whereas Julia Miller indebted to O. C. + J. A. Nelson in the sum of two hundred & fifty dollars as evidenced by promissory note dated December 21st 1887, and due Dec. 21st 1888. Said note is given for the balance of purchase money on the property herein described with privilege of payor to pay note at any time before maturity, with 10 per cent. only to date of payment, and the said Julia Miller being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at maturity.

Therefore, I the said Julia Miller, do hereby grant, bargain, sell and convey to G. A. Alden, as Trustee, the following described property, situated in Canton, Madison County, State of Mississippi, and described as follows: Beginning at a point 105 feet South of the South Eastern intersection of Fulton & Liberty sts, which is also South 105 feet from the North Western corner of the Touche residence lot, thence East 200 feet, thence South 95 feet, thence West 200 feet, thence North 95 feet to the point of beginning. This being the same lot conveyed by Mrs. D. E. Rose to O. C. Nelson & J. A. Nelson, as appears by Deed of Record in Chancery Clerk's office of Madison Co. in deed book, Vol. page 109. And the said Julia Miller does hereby covenant to and with the said Trustee, and the said O. C. + J. A. Nelson that the said property is free from all incumbrances, and that she has good right to sell and convey the same, and the said Julia Miller does fully authorize said Trustee, on failure to pay said indebtedness at maturity, to sell said property hereby conveyed, in cash to the highest bidder, on giving 10 days notice of the time & place of sale, by advertising the same in some newspaper published in the county of Madison, or by posting notices of the time & place of said sale in three public places in said county for the time aforesaid, and out proceeds of said sale to pay said debt, & the expenses of executing this instrument. This instrument to be null & void upon the payment of said debt. It is further agreed that in case of the death or neglect or refusal of said Trustee to act, the said O. C. + J. A. Nelson, or legal representatives, shall have the power, by written endorsement on this deed of Trust, to appoint another Trustee, with the same powers of sale as the Trustee herein appointed. Witness my hand & Seal this 22nd day of Dec 1887

The State of Mississippi Personally appeared before me A. B. Crawford, a J. C. in and for said County Madison County The above named Julia Miller, who acknowledged that she signed sealed & delivered the foregoing Deed of Trust, in the day & at the place hereinbefore as she had & seal Given under my hand & seal, this 22nd day of Dec 1887. A. B. Crawford J. C.

By virtue of a power atty recorded in favor of Mrs. Miller No. 1. page 249
Charley Council & Art. by this record of Trust - June 1888
W. H. D. D. D.

Shows an amount of two thousand & four hundred & no dollars to J. J. Parker which was paid in full and is recorded in book 200 page 400
 Shows an amount of two thousand & four hundred & no dollars to J. J. Parker which was paid in full and is recorded in book 200 page 400
 Shows an amount of two thousand & four hundred & no dollars to J. J. Parker which was paid in full and is recorded in book 200 page 400

Shrock Bros & Co } Filed for Record Dec 25th 1887 at 4 o'clock PM
 3 Dues } Recorded Dec 28th 1887
 Parker } State of Mississippi
 Madison County }

In consideration of the sum of one hundred and forty dollars to be paid as follows. A promissory note of date of this deed, and payable on the first of January 1888, for the sum of Two hundred and Forty dollars, we hereby grant bargain sell convey and specially warrant to J. J. Parker the following tract or parcel of land situated in Madison County, State of Mississippi and known as the East Half of the South West Quarter of Section Twenty one Township Twelve Range five East, containing Eighty acres more or less.

Witness our signatures this 25th day of June 1887 -
 Shrock Bros & Co -

State of Mississippi }
 Attala County } This day personally appeared before me
 Ed Branch a Justice of the Peace in and for said County, Shrock Bros & Co who severally acknowledged that they signed and delivered the foregoing deed of conveyance at the time therein named as their act and deed.
 Witness my hand this 25th of June A.D. 1887.
 Ed Branch J.P.

Robert Snowden } Filed for Record Dec 30th 1887
 To J. Deed } at 9 o'clock A.M.
 Albert Snowden } Recorded Dec 31st 1887.

The State of Mississippi }
 Madison County }

In consideration of Six Hundred and fifty to me in hand paid, R. H. Snowden hereby grant, bargain, sell, convey and warrant to Albert Snowden and to his heirs and assigns forever, all that certain piece of land, the following described land and property, all of his interest in the R. 1 E. + maindy, E 1/2 of E 1/2 of S W 1/4 sec 9 T. 7 R. 1 E. Same being Lot No. 3 in the Allen Taylor Place Decd in an eighty (80) acres more or less, beginning & lying in the aforesaid County & State.

Witness my Signature The 16th day of November 1887
 R. H. Snowden
 mark

The State of Miss - Attala County - This day personally

appeared before me, the undersigned Mayor of Jackson & ex officio J. P. in and for said county he within named R. H. Snowden, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand & seal of office, this 10th day of November A. D. 1887
Wm. H. V. Gaudin Mayor

HIGHEST CASH PRICE PAID FOR COTTON. **DRYFUS & ASCHER,** DEALERS IN **General Merchandise AND PLANTATION SUPPLIES.** 224 STATE STREET, COR. PASCAGOULA.

Jackson, Miss. April 19th, 1890
Mr. H. V. Gaudin
Canton

Dear Sir,
Please cancel deed of trust we have on record in your office from Albert Snowden filed Dec. 30th 1887 and recorded on Page 491 Book U U and oblige.
Yours Respectfully
Dryfus & Ascher

Albert
To S. D.
P. Hart
and
Dryfus
Wetmore
signed from
Mississippi
4th party
of the
one Dec
1891, and
and Dec
month 10.
signed
cash for
of the
as also
not men

Satisfied the 21st day of Apr. 1890 by our books attached

87 at 9 volume
31st 7887
Trust made this
December ad 1887
Miss County Miss
and Ascher of Jackson
debtly two dollars
notes of even date
date payable first
1890. Fourth Dec
expects since Dryfus
at cash prices
prices as may be
and customary
it whereas the party
of said indebtedness
as aforesaid and
in consideration

of the ~~deed~~ as well as for two dollars to him jointly by P. Hart
Trustee, which bargain well and convey to said Trustee the fol
lowing described property situated in Madison County Mississippi
Viz: The E 1/2 of E 1/2 of N 1/4 Section 9 Township 7 Range 1 East
and the N 1/2 of W 1/2 of N 1/4 Section 9, Township 7 Range
1 East, being the lands set apart to T. T. Taylor out of the Estate of
his father Allen Taylor purchased by me of R. H. Snowden, The
supplies which I buy of Dryfus & Ascher during the year 1888, are
payable on the first day of December 1888, Dryfus and Ascher also
agree to advance said Snowden each following year as long
as the above payments extend at same charges and same amount
and same agreement, the title to which unto said Trustee or my
successor I warrant and agree forever to defend in trust however
that if said party of the first part shall on or before the time above
specified pay what may be due said Dryfus & Ascher as aforesaid
and all costs and commissions incurred and interest accrued
on account of said deed of trust, then this deed of trust
to be void, but if default is made in said payments or

OFFICE OF
DRYFUS

SOL. DREYFUS.

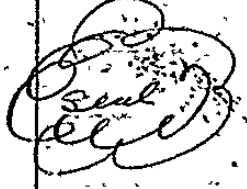
any part thereof. The Trustee shall take possession of said property, and having given thirty days notice of the time place, and terms of sale, by posting written notices in three public places in said County sell said property or a sufficiency thereof to make said payments for cash at public auction at such some place or on the premises. And said Dreyfus & Archer or their legal representatives can at anytime they may desire appoint a Trustee in the place of said Court or any succeeding Trustee. And should the Trustee at anytime believe said property or any part thereof endangered as a security for said payments he shall take same into his possession and hold until said payments are made, or till said property is sold as aforesaid. It is further distinctly understood and agreed between the parties aforesaid that this deed is made and intended to secure an advance on account of the crop of 1888 made after the maturity thereof, and not mentioned herein and that the prices charged in account for goods, supplies and merchandise sold as far as the same has been agreed upon, by and between the parties at the time of sale, shall be deemed and held to be fair and reasonable, and if no such prices have been agreed upon, that the cash market price prevalent at the time of sale and delivery, may be charged and collected under this deed of Trust.

Witness my signature this 27th Dec 1887,
 Albert Snowden

State of Mississippi }
 Hinds County }

This day personally appeared before me the undersigned Chancery Clerk in and for said County, the within named Albert Snowden who acknowledged that he signed and delivered the foregoing deed of Trust at the time therein named as his act and deed.

Witness my hand and seal of Office this 27th day of December AD 1887,



W. J. Rattiff clerk
 Ramsey Wharton

William Richards } Filed for Record January 2nd 1888 at 2 o'clock P.M.
 J. M. Richards } Recorded Jan 2nd 1888

In Consideration of the sum of One Hundred & Twenty Five (\$125.00) Cash in hand paid and Convey and Warrant to J. M. Richards that certain lot or parcel of ground lying & being in the County of Madison & State of Mississippi more fully described as follows "to wit" Lot No 9, Twp 11 E. R 5 sep 2 Township 9, R 5 E In Testimony whereof I hereunto set my hand & make delivery of this deed this 2nd day of January 1888
 W. Richards

State of Mississippi }
Madison County }

Personally appeared before Me A. J. Bradford
William Richards who acknowledges that he signed & delivered the
forgoing deed as his act and deed on the day year therein named
Witness my hand & seal this 2nd day January 1888
A. J. Bradford J.P.

Voids

~~For and in consideration of the sum of one dollar in hand paid by
H. B. Williams the receipt of which is hereby acknowledged, we hereby quit
claim & convey without warranty all my right title and interest in and to the
said H. B. Williams in the following described lands lying and being in
Madison County State of Mississippi, to wit Lot No 4 in Sec 4 less
26 2/3 acres off the North end E 1/2 of NE 1/4 Sec 5 less 26 2/3 acres off
the North end containing 106 2/3 acres - More or less~~

W. P. Craven
J. C. Craven
J. Powite Hooper
J. B. Reed
H. B. Williamson

Filed for Record January 2nd 1888 At 3 30 P.M.
Recorded Jan 4th 1888
(81)

For and in consideration of the sum of one dollar in hand paid
by H. B. Williams the receipt of which is hereby acknowledged, we
hereby quit claim & convey without warranty all my right title and interest
in and to the said H. B. Williams in the following described lands lying
and being in Madison County State of Mississippi to wit
Lot No 4 in Sec 4 less 26 2/3 acres off the North end E 1/2 of NE 1/4
Sec 5 less 26 2/3 acres off the North end containing 106 2/3 acres
More or less all in Township 8 Range 4 East

Witness my hand this the 3rd day of January 1888
W. P. Craven
J. C. Craven
J. Powite Hooper

State of Mississippi }
Madison County }

Personally appeared before the undersigned
J. H. Battley M. B. Superior of the said County the within named
W. P. Craven J. C. Craven J. Powite Hooper who acknowledges
that they signed and delivered the foregoing deed on the day and
year therein mentioned as their act and deed Given under my hand
and seal at office this 2nd day of Jan'y A. D. 1888
J. H. Battley M. B. S

James Wales } Filed for Record 3³⁰ o'clock P.M. Jan'y 5th AD 1888
 To Deed }
 Ann Wales } Recorded Jan'y 5th AD 1888

In Consideration of Ten dollars in hand paid & Convey and
 warrant to Ann Wales the following described Land situated in
 Madison County State of Mississippi and described, as the
 west 1/2 of the west 1/2 of the north 1/2 of the north west 1/4 of section
 twelve (12) Township Five Range 3 East Containing Seventy acres
 More or less - witness my signature This 24th day of October 1887

James ^{his} Wales
_{mort}

State of Mississippi Madison County, Personally appeared
 before me the undersigned Justice of the Peace of the County
 aforesaid James Wales who acknowledges that he signed and
 delivered the foregoing deed as his own act and deed on the day
 and year therein named.

Witness my hand this 24th day of October 1887
 Samuel Nettles J.P.

A. N. Parker } Filed for Record at 5⁰ o'clock P.M. Jan'y 5th AD 1888
 John Livolar }
 To Deed }
 J. W. Spain } Recorded Jan'y 5th AD 1888

In Consideration of the sum of seventy five dollars
 we convey and warrant to J. W. Spain the land lying and being in
 Madison County State of Mississippi described as 20 acres off
 the North end of the w 1/2 of S E 1/4 Sec 22 Township 12 Range 4 East

Witness our signatures the 2nd day of
 January AD 1888

A. N. Parker
 John Livolar

State of Mississippi }
 Madison County }

Personally appeared before the undersigned
 H. V. Gaudell Clerk of the Chancery Court of the said County, the
 within named A. N. Parker and John Livolar who acknowledges
 that they signed and delivered the foregoing deed on the day
 and year therein mentioned as their act and deed.

Given under my hand and official seal
 at office this 2nd day of Jan'y AD 1888

H. V. Gaudell Clerk
 By W. W. Blackman D.C.

Emilie Edlyn Sumner }
Do } Deed
L.P. Thompson }

Filed for Record at 3⁰⁰ O'clock P.M on
the 1st day of Jan'y A.D 1888
Recorded Jan'y 5th A.D 1888

In consideration of Twenty five Dollars Cash in hand paid
me by L.P. Thompson & hereby convey & warrant unto the said
L.P. Thompson My undivided one fifth interest in the following
described lands in Madison County Mississippi to wit: Lot No 4
Sec 3 T. 8. R 4 East witness My hand & seal this 30th day December
A.D 1887

Emilie Edlyn Sumner Seal

State of Mississippi }
Madison County }

Personally appeared before the undersigned
W.O. Baldwin, Clerk of the Chancery Court of the said County,
the within named Emilie Edlyn Sumner who acknowledges that she
signed and delivered the foregoing Deed on the day and year
 therein mentioned as her act and deed.

Given under my hand and official seal
at office this 30th day of December A.D 1887
W.O. Baldwin Clerk

Mrs. G. Haley }
John G. Haley }
Do } Deed
J.D. Dickinson
J.W. Milton Jr
J.H. Norman
Trustees }

Filed for Record at 12 O'clock M on the 3rd
day of Jan'y A.D 1888
Recorded Jan'y 6th A.D 1888

This Indenture Made and Entered into this the
25th day of October A.D 1887 by and between Thos G. Haley and
John G. Haley, parties of the first, and J.D. Dickinson J.W. Milton
Jun. & J.H. Norman Trustees for Pearl River School, parties of the
second part witnesseth, that the said parties of the first part,
for and in consideration of five dollars paid to them the receipt of
which is hereby acknowledged, have this day bargained sold and
conveyed and do hereby bargain sell & convey and alien to the parties
of the second part, and their successors in office (as Trustees of said
school) all our right title and interest to the following piece of land,
to wit: One fourth of an acre off of the South West Corner of the South
East 1/4 of Sec 35 T. 8. R 2 E bounded as follows. Commencing
at the S.W. Corner and running East thirty five yards fronting on Road
No 63 then North thirty five yards then West thirty five yards
intersecting the South line, then South on the South line to Corn-
-er of Boundary, on Road No 63. The said land lying and
being in Madison Co. Miss. To have and to hold the said land
and the parties of the first do hereby covenant with the said Trustees,

J. D. Dickerson J. W. Mittost June & J. G. Norman and their Successors in office that they will warrant and forever defend to them and their Successors from from and against the right title or Claim of themselves their heirs administrators or Executors and of any and all Claims whatsoever witness our hands & seals this

Thos G. Naley
J. G. Naley

State of Mississippi
Madison County

Personally appeared before the undersigned Justice of the Peace for said County, Thomas G. Naley and J. G. Naley who acknowledge they signed the foregoing deed on the day and date herein mentioned
October 31st 1887

A. C. Shaw J. P

The debt secured by this deed of Trust has this day been paid in full and the land here described is returned to the custody of Trustis hereby cancelled & returned 9/2/89
R. M. Caldwell

A. J. Warren
A. B. Warren
Go 3 Sec of Trust
R. W. Duffey Trustee
Go Secum
R. M. Caldwell

Filed for Record at 3³⁰ O'clock P.M
Jan. 2nd A. D. 1888

Recorded Jan. 6th A. D. 1888

Leanton Miss Dec 31st 1887

In consideration of our indebtedness to R. M. Caldwell in the sum of Three Hundred & fifty Nine 70^{cts} by our promissory Note falling due the first day of January 1889, and our willingness to secure the prompt payment thereof we this day convey and warrant to R. W. Duffey as trustee the following real Estate lying in Madison Co. Mississippi to wit: 20 acres off S. and E 1/2 NE 1/4 + SE 1/4 & E 1/2 SW 1/4 section 9 Township 9 Range 2 East; and the following personal property to wit: one black horse mule called Bill 12 yrs. old one brown horse mule called Carter 10 yrs. old & 1 iron ore wagon. And in default of payment of said debt at maturity, it shall be the duty of said R. W. Duffey as trustee to advertise the above property for 10 days, by written posters, in three public places, and sell the same at the Court House for cash, and apply the proceeds to the payment of said debt, and it is further agreed that if the said R. W. Duffey should fail to act the said Caldwell may appoint another trustee to carry out the purposes of this deed.

Witness our signatures this 31st December 1887

A. J. Warren
A. B. Warren

State of Mississippi }
 Madison County }
 Personally appeared before me A. J. Bradford a Justice of the Peace of the County of Madison State of Mississippi the within named A. J. Warren and his wife A. R. Warren who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act & deed
 given under my hand this 2nd day of January 1888
 A. J. Bradford J.P.

W. B. Nobles }
 To Deed }
 S. A. Nobles }

Filed for Record at 8 o'clock A.M.
 Jan'y 7th A.D. 1888
 Recorded Jan'y 7th A.D. 1888

In consideration of the sum of Two Hundred and Eighty five dollars, I transfer all my right title & Claims to Mrs S. A. Nobles to one house and lot described as follows (to wit) 14 feet east of Graham & Scott measured 25 feet front by 100 feet back
 Witness my hand this 6th day of January 1888
 W. B. Nobles

State of Miss }
 Madison County }
 Personally appeared before the undersigned a Justice of the peace in and for said County & State W. B. Nobles who acknowledges that he signed the foregoing instrument as his act & deed Jan'y 6th 1888
 J. C. Hutson J.P.

James Parker }
 To Deed }
 Ellen Parker }

Filed for Record at 12³⁰ o'clock P.M.
 Jan'y 7th A.D. 1888.
 Recorded Jan'y 7th A.D. 1888

State of Mississippi Madison County
 I for Valued received of James Parker, have this day December 25th A.D. 1887 bargained, granted Convey and release and do now bargain, grant Convey and Value to Ellen Parker, her heirs and assigns from in fee simple all that real estate lying and being situated in Madison County Mississippi, and now owned & occupied by me as a homestead & described as the W 1/2 of the SE 1/4 of Sec 25. T. 12 S. R. 5. East containing in all 50 acres more or less with the improvements and appurtenances thereto belonging, I warrant & defend the title to the aforesaid land against the claim or Claims of all persons whatsover Intentionally or otherwise
 this day signed My Name James Parker

State of Mississippi }
Madison County } 3

This day personally appeared before Me
Undersigned W. S. Linn in and for said County the within
Named James Parker who acknowledged that he signed and
delivered the foregoing deed at the time therein named as
his act and deed given under my hand this the 5 day of
January A. D. 1888

W. S. Linn J. P.

Joe J. Hart
J. H. Hart
To B. Deed
James M. Pace

Filed for Record at 1st O'clock P. M.
January 7th A. D. 1888
Recorded January 9th A. D. 1888

In Consideration of \$450.00 Four Hundred
fifty Dollars Cash in hand paid to us by James M. Pace
& J. W. Conroy & Warrant to said Pace the following tract
of land in Madison County State of Mississippi viz
(the S 1/2 of NE 1/4) South half of North East quarter less (15)
fifteen acres off of the West end of Sec 12 S. 9. Range 3 East.
Containing 5 ^{1/100} acres more or less we covenant to put
him in possession free of all costs & to discharge all other persons
at our costs - Witness our signatures this January 2nd 1888

Joe J. Hart Seal
J. H. Hart Seal

The State of Mississippi
Madison County

Personally appeared before Me Wm Griffin
a Justice of the Peace in and for said County Joe Sumner A. Hart
& Joseph J. Hart who acknowledged that they signed & delivered
the foregoing deed in the day & year therein mentioned given under my
hand this the 2nd day of January A. D. 1888 Wm Griffin

Mary D. Robinson }
To J. Trust Deed }
H. Dudley Coleman }

Filed for record Jan. 9. 1888 at 9. a.m.
Recorded January 9th 1888-

This indenture entered into this fifth
day of January in the year of our lord one thousand eight
hundred and eighty eight by and between Mary D. Robinson widow
of lawful age of the late John Robinson deceased, of the County
of Madison in the State of Mississippi, party hereto of the first
part, Hamilton Dudley Coleman of the City of New Orleans
State of Louisiana, party hereto of the second part and
witnesseth that whereas said party of the first part is justly
and truly indebted unto the aforesaid party of the second part
in the sum of sixteen hundred dollars for and on account
of the purchase price of the hereinafter specified articles of machinery
and on settlement, and as evidence of said indebtedness said

Mary D. Robinson has made and executed four certain promissory notes under date of New Orleans the second day of January eighteen hundred and eighty eight made and executed by her to her own order and evidenced by herself bearing interest at the rate of 8% per annum from their date until paid, and made payable at the office of St. Dudley Coleman in this city as follows:— one thereof for the sum of Six hundred dollars on the first day of November 1888; one thereof for the sum of Four hundred dollars on the first day of December 1888, one thereof for the sum of Three hundred on the fifteenth day of December 1888, and the other thereof for the sum of Three hundred dollars on the first day of January 1889, and stipulating in each note to pay ten per cent attorneys fees in case of suit and waiving demand protest, and notice of protest, as also all laws exempting personal property from levy and sale.— And whereas, it is the desire of the said party of the first part to more effectually secure the prompt and punctual payment of said four promissory notes, in principal and interest, at their respective maturities now therefore in consideration of the premises, and of the sum of Ten dollars by said party of the third part paid unto the aforesaid party of the first part, at or before the executing and delivery of these presents the receipt whereof is hereby acknowledged the said Mary D. Robinson hath granted bargained sold and aliened; and by these presents does grant bargain sell convey: and warrant unto said party of the third part, his heirs and assigns.— All and singular the following described articles of machinery belonging unto said party of the first part erected or placed on the plantation known or designated as Cottage Place situated near Madison Station in the County of Madison State of Mississippi viz. 1. one Erie City Iron works side crank Stationary Steam Engine cylinder 8 inch bore 12 inch stroke No 5185 - 20 One S. M. Nagle 20 Horse power Stationary Return Tubular Boiler 36 in Diameter 10 feet long No 2356 and its fixtures pipes and fittings to connect said engine & boiler complete including one Heathcock Inspirator 3rd. One sixty five saw right hand Bullets Cotton Gin No 6744 with feeder No 5592 and Condenser No 2818 4th One Sixty five saw left hand Bullets Cotton Gin No 6766 with feeder No 5698 and Condenser No 3328 5th One Coleman's Simple Screw Cotton Press 6th. One Coleman 18 inch Pulley Corn mill also Twenty feet of shafting Three Journal Boxes, Two slip collars, Four gulleys, one hundred and twenty feet of eight inch four ply gum band and forty feet of ten inch four ply gum band, together

Data furnished by authority of the Court of the Parish of Orleans
 at the City of New Orleans
 this 1st day of January 1889
 J. P. [unclear]

00

with the buildings and improvements thereon the tenements hereditaments, and appurtenances, belonging to or in anywise appurtenant to the aforesaid described lands, and the reversion and reversions, remainders and remainders rents, issues and profits thereof, and also all the estate right title interest — property possession, claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the said lands and property real and personal, and every part and parcel thereof with the appurtenances. To have and to hold the above granted and described premises unto said party of the third part in trust nevertheless and upon the express condition that should the said party of the first part his heirs and assigns promptly and punctually take up and pay or acquit and discharge the aforesaid several promissory notes, as principal and interest at their respective maturities then this conveyance shall be null & void & of no effect, & the estate hereby granted shall cease & determine. But should the said party of the first part fail neglect or refuse to take up & pay or discharge & acquit the aforesaid promissory notes, at the times & periods hereinbefore prescribed, then & in that event, the said party of the third part is hereby authorized & empowered to enter into & upon all and singular the personal property hereby granted, or intended so to be, & to sell & dispose of the same, or of so much thereof as may be necessary, to pay any of the aforesaid indebtedness remaining due & unpaid to the highest bidder at public auction, for cash, after having first giving ten days notice by advertisement in a newspaper (if any there be) published in the said County of Madison State of Mississippi, & posting printed or written notices of the time place & terms of said sale, in two or more public places in the said County of Madison Miss. & the sale shall be made at the door of the Court House of the said County of Madison Miss. between the hours prescribed by law for such sales to the highest bidder for cash. And out of the proceeds of said sale, after first defraying all the expenses of this trust & any & all attorneys fees in forcing or foreclosing the same the aforesaid party of the third part shall pay to the said party of the second part his heirs executors administrators & assigns, any & all sum or sums of money that may be due & remaining unpaid on account of the hereinbefore described promissory notes, in principal & interest, & the residue, if any there be he shall pay to the said party of the first part her heirs executors administrators & assigns. And in the event of such sale or sales the aforesaid party of the third part is hereby authorized & empowered as the constituted attorney or agent of said party of the first part to make sign acknowledge deliver & execute good & sufficient deeds & conveyances or bills of sale unto the purchaser or purchasers of the herein described & granted personal property & premises & to transfer & convey unto him or them all the right, title & interest of said party of the first part, of in

& to the property or premises, real & personal hereinbefore described & so sold by this instrument, which sale or sales & deeds so made & executed, shall forever be a perpetual bar both in law & in equity against the said party of the first part her heirs & assigns & all other persons claiming or to claim the said premises or any part thereof by prom or under her or either of them. The oath & bond of trustee being waived, & all right of equity of redemption in case of a sale & the purchaser or purchasers shall have an absolute title in fee or simple fee. And in the event of the inability or refusal of the said party of the third part to act hereunder, as such trustee, whether from death, absence or any other cause, or reason whatsoever, the Sheriff of the County of Madison State of Mississippi aforesaid, for the time being is hereby authorized & empowered to act under this trust as fully as the said party of the third part might or could have done. It being hereby understood & agreed that until default be made in such payment the aforesaid party of the first part shall remain in possession of the aforesaid premises or real & personal property, but after such default she shall deliver the same to the said Trustee or the said Sheriff demanding the same, & that the aforesaid party of the first part hereby covenant & agree that she will not make or give any trouble or delay in the execution of this trust by sale under a penalty of ten per cent on the amount of principal & interest due & delayed as liquidated damages. It is also understood that if said Trustee should die, or in any wise neglect, or refuse to act the said party of the second part, if they should so elect, may by writing under his own hand appoint a new Trustee instead of said Sheriff who shall have all the rights & power herein entrusted said party of the third part or said Sheriff, & his act shall be as binding & efficient in law in all respects whatever as if done by said party of the third part. And it is expressly agreed & understood by & between the parties hereto that the said party of the second part shall have the exclusive right to apply the net proceeds of sale of all cotton shipped, & all payments of money made to him to the payment of any indebtedness which may be due now, or which may hereafter become due to him by the said party of the first part, upon open account, or to the debt secured & intended to be secured by this Indenture, according to his view of the exigency of the case, that such application may be made at such time & in such manner as he may elect, & that no application of such proceeds of sale or money to the payment of any debt in open account which may at any time be due to the said party of the second part by the said party of the first part shall impair

lessen or prejudice the debt secured & intended to be secured by this Indenture, or the security herein & hereby provided therefore.

In faith whereof, the aforesaid party of the first part, has hereunto set her hand & seal on the day & year first above written

attest Andrew Hero
" John S. Ward.

Mary D. Robinson

State of Louisiana }
City of New Orleans }

Personally appeared before the undersigned a qualified Notary Public in and for the Parish of Orleans State of Louisiana, the above named Mary D. Robinson who acknowledged that she signed & delivered the above instrument as her voluntary act & deed, on the day & year therein mentioned as witness my hand & seal at New Orleans this Fifth day of January A. D. 1888.

Andrew Hero

Not. Pub

Seal

L. W. Andrews }
To & Deed }
Lucie Langford }

Filed for Record at 11th @ clock L. W. Andrews

January 10th A. D. 1888

Recorded Jan 11th 1888

State of Mississippi
Madison County Nov 1st 1886

In Consideration of the sum of Nineteen dollars and fifty Cents in hand paid by Lucie Langford & hereby quit Claim to said Lucie Langford the following described land lying and being in Madison County State of Mississippi to wit: ~~Section and Lot~~ in Section 9 Township 9 Range 3 East: W 1/2 SW 1/4 Sec 20 acres off East side and Sec 17 1/10 acres off the North end Sect 9 Township 9 Range 3 East 6 acres lying between Sharon Canton & Casthage road and East of Carroll Smith Sect 20 Township 9 Range 3 East

L. W. Andrews

State of Mississippi }
Madison County } 3

Personally appeared before me A. J. Bransford a Justice of the Peace of Madison County & said State L. W. Andrews who acknowledges that he signed the within instrument on the same day & year therein mentioned of his own free will & accord. witness my hand this 7th day of Jan 1887

A. J. Bransford J. P.