

\* FILED for record the 20 day of January A.D. 1887 at 4<sup>30</sup>  
o'clock P. M., recorded 6th day of July A.D. 1887 =  
Chas. W. Vandell CLERK.  
D. C.

To } **DEED OF TRUST.**

W. H. Powell

**TO INSURE**

**Trustee.**

B. M. Hesdorffer-

This Indenture, Made and entered into this 20<sup>th</sup> day of January  
A.D. 1889, by and between Archie Jones and Ellen  
Jones

parties of the first part, and W. J. Powell

part y of the second part, and Bm. Hesdorffer.

part y of the third part, WITNESSETH: That the said part ies of the first part are indebted to the part y of the third part in the sum of one hundred & twenty five DOLLARS, evidenced by their promissory note of even date due on Jan-1/92 with 10%  
att'y's fees & 10% interest after maturity.  
And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandises, during the year 188, to the amount of  DOLLARS.

from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A D 188- the said money, goods, wares and merchandises being for plantation supplies, and necessaries and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the \_\_\_\_\_ day of \_\_\_\_\_ 188- :

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 part 2 of the second part to the said part 1 of the first part (the receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 2 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ during the year 188, on land belonging to or any other land may cultivate during said year.

and in the City of Canton to wit - Lot No 47 at the cor. of Centre St & Hickory Street as laid down on the map of said City prepared by J. P. George said Lot No 47 being on North side of Centre Street & on east side of Hickory Street

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: ~~That the said part~~ of the first part shall have in Canton, Mississippi, by the ~~any of~~ A.D. 188, ~~such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the~~ part of the third part to Cotton Factor, in New Orleans, La., for account of the ~~part of the first part~~ and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity, then the said is to pay said

2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said party is of the first part shall fail or refuse to pay the said party of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 5 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 there assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said W. H. Powell Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part ~~ies~~ of the first part hereunto set ~~their~~ hands and seal, on the day and year first above written.

all interlineations & erasures (SEAL.)

were made before execution (SEAL.)

Ellen M. Jones (SEAL.)

Archie <sup>hus</sup> <sup>x</sup> Jones (SEAL.)

The State of Mississippi, Madison' County-ss.

Personally appeared before the undersigned, ~~Chancery Clerk~~ A. J. Bransford Justice of the Peace of the said County, the within named Ellen Jones and Curchie Jones who acknowledged that they signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as their not and deed.

Given under my hand and official seal, at office, this 20<sup>th</sup> day of January A.D. 1891.

A. J. Bransford J. P. D.C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_

sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188

D. C.

**Clerk.**

It is understood and agreed by and between the parties to this deed that should the amount furnished as agreed at any time exceed the above said sum of one hundred & twenty five dollars said excess shall be and the same is hereby secured under the deed of Trust.

It is understood and agreed by and between the parties to this deed that should the amount furnished as aforesaid at any time exceed the above sum of fifty dollars, said excess shall be paid by the donor under the deed of trust.

B. F. Harrison

Filed for record the 14 day of July A.D. 1891 at 12 o'clock P. M., recorded 23 day of July A.D. 1891  
H. V. Gardner CLERK.  
D. C.

To DEED OF TRUST.

Jacob Lorb

TO INSURE

Trustee.

Isidor Gross

This Indenture, Made and entered into the 14 day of July A.D. 1891, by and between B. F. Harrison

part 7 of the first part, and Jacob Lorb

part 3 of the second part, and Isidor Gross

part 3 of the third part, WITNESSETH: That the said part 2 of the first part is indebted to the part 7 of the third part in the sum of Three hundred and Eighty two 64/100 DOLLARS, evidenced by his note of even date and same being payable on or before Oct 1st 1891

And that, whereas, the said part 7 of the third part have undertaken and promised to supply the said part 7 of the first part money, goods, wares and merchandise, during the year 1891, to the amount of Fifty DOLLARS, from this date until the 1st day of Oct A.D. 1891 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part 7 of the first part is desirous of securing to the said part 7 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of Oct 1891

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 part 7 of the second part to the said part 7 of the first part (the receipt whereof is hereby acknowledged), the said part 7 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 7 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: his entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by himself and any hand he may employ during the year 1891, on land belonging to himself or any other land he may cultivate during said year 1891. As also all crops he may become interested in for rent or otherwise during the year 1891. Also one mare col'd horse mule named Duffly, one Bay mare mule named Bell, 1 two horse wagon, the N 1/2 NE 1/4 Section 25, T. 11, R. 3, E. 1/4 Sec 25, T. 11, R. 3, E. 1/4 containing 20 acres more or less, also that part of the E 1/2 NE 1/4 S. 25, T. 11, R. 3, E. 1/4 crest of the public road, known as the Canton and Canton ferry road running through said field

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust; nevertheless, upon these terms and conditions, that is to say: That the said part 7 of the first part shall have in Canton, Mississippi, by the 1st day of Oct A.D. 1891, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to his Cotton Factor, in New Orleans, La., for account of the part 7 of the first part and the net proceeds to be placed to the credit of the account of the part 7 of the first part; and in case said indebtedness is not paid at maturity, then the said Isidor Gross is to pay said 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part 7 of the first part shall fail or refuse to pay the said part 7 of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in 2 or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part 7 of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part 7 of the first part, and his assigns; and if the said part 7 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part 7 of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Jacob Lorb Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part 7 of the first part hereunto set his hand and seal, on the day and year first above written.

(SEAL.)

B. F. Harrison

(SEAL.)

(SEAL.)

(SEAL.)

The State of Mississippi, Madison County ss.

Personally appeared before the undersigned, Chancery Clerk H. V. Gardner of the said County, the within named B. F. Harrison who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 14 day of July A.D. 1891

H. V. Gardner Clerk.  
Chas. C. Gillman D. C.

The State of Mississippi, Madison County ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188

D. C.

Clerk.

Satisfied in full the 24th day of May 1893 J. E. Owen,

<p><u>Mylie Owens</u> <u>Edmon James</u></p>	<p>FILED for record the <u>17th</u> day of <u>July</u> A.D. 18<u>91</u> at <u>12</u> o'clock <u>M.</u>, recorded <u>23</u> day of <u>July</u> A.D. 18<u>91</u> <u>H. V. Crawford</u> CLERK. D. C.</p>
<p>To <b>DEED OF TRUST.</b> <u>J. J. Morrow</u> TO INSURE <u>J. E. Owen</u> Trustee.</p>	<p>This Indenture, Made and entered into the <u>31st</u> day of <u>January</u> A.D. 18<u>91</u>, by and between <u>Mylie Owens and Edmon James</u></p>
<p>part <u>2</u> of the first part, and <u>J. J. Morrow</u> part <u>3</u> of the second part, and <u>J. E. Owen</u> part <u>4</u> of the third part, WITNESSETH: That the said part <u>1</u> of the first part <u>one</u> indebted to the part <u>4</u> of the third part in the sum of <u>Three hundred and fifty</u> DOLLARS, evidenced by <u>Three 2. notes of this date one note for one hundred dollars payable on the 1st day of January 1892, and one note for one hundred and fifty dollars payable January 1st 1893</u> And that, whereas, the said part <u>1</u> of the third part have undertaken and promised to supply the said part <u>1</u> of the first part money, goods, wares and merchandise, during the year <u>1888</u>, to the amount of <u>                    </u> DOLLARS, from this date until the <u>                    </u> day of <u>                    </u> A.D. <u>1888</u> the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part <u>4</u> of the first part <u>one</u> desirous of securing to the said part <u>4</u> of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the <u>1st</u> day of <u>January</u> 18<u>92</u> or <u>1893</u> 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 part <u>4</u> of the second part to the said part <u>1</u> of the first part (the receipt whereof is hereby acknowledged), the said part <u>1</u> of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part <u>4</u> of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of <u>Madison</u> in the State of Mississippi, to-wit: <u>their</u> entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by <u>                    </u> and any hand <u>                    </u> may employ during the year <u>1888</u>, on land belonging to <u>                    </u> or any other hand <u>                    </u> may cultivate during said year. <u>The South 1/2 of the East 1/2 of the North West 1/4 section 35 Township 12. Range 4 East and all crops of cotton, corn, and all other crops raised by them or any hands they may employ during the year 1891 on the above described land</u> TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part <u>1</u> of the first part shall have in Canton, Mississippi, by the <u>1st</u> day of <u>January</u> A.D. 18<u>92</u> and <u>1893</u>, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part <u>1</u> of the third part to <u>                    </u> Cotton Factor, in New Orleans, La., for account of the part <u>1</u> of the first part and the net proceeds to be placed to the credit of the account of the part <u>1</u> of the first part; and in case said indebtedness is not paid at maturity, then the said <u>1st parties</u> is to pay said <u>2nd parties</u> 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part <u>1</u> of the first part shall fail or refuse to pay the said part <u>4</u> of the third part, and <u>his</u> assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may and shall enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court house in the City of Canton, at public auction, to the highest bidder, for cash, after giving <u>10</u> days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in <u>2</u> or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part <u>4</u> of the third part, and <u>his</u> assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part <u>1</u> of the first part, and <u>his</u> assigns; and if the said part <u>1</u> of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part <u>4</u> of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part <u>4</u> of the third part, or <u>his</u> assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said <u>J. J. Morrow</u> Trustee aforesaid. IN TESTIMONY WHEREOF, the said part <u>1</u> of the first part hereunto set <u>his</u> hand and seal, on the day and year first above written. <u>(SEAL.)</u> <u>Mylie Owens</u> (SEAL.) <u>(SEAL.)</u> <u>Edmon James</u> (SEAL.) The State of Mississippi, Madison County-ss. Personally appeared before the undersigned, <u>Justice of the Peace</u> of the said County, the within named <u>Mylie Owens &amp; Edmon James</u> who acknowledged that <u>they</u> signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as <u>their</u> act and deed. Given under my hand and official seal, at office, this <u>31st</u> day of <u>January</u> A.D. 18<u>91</u> <u>Saul Milton J. P.</u> Clerk. D. C. The State of Mississippi, Madison County-ss. Personally appeared before the undersigned, Clerk of the Chancery Court, the above named <u>                    </u> one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named <u>                    </u> whose name <u>                    </u> subscribed thereto, sign and deliver the same to the above named <u>                    </u> that he, this deponent, subscribed his name as a witness thereto, in the presence of the said <u>                    </u> and that he saw the other subscribing witness <u>                    </u> sign the same in the presence of the said <u>                    </u> and in the presence of each other on the day and year therein named. IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this <u>                    </u> day of <u>                    </u> A.D. 18<u>88</u> D. C. <u>                    </u> Clerk.</p>	



Alice Powell

FILED for record the 28 day of Sept. A.D. 1891 at 12  
o'clock M., recorded 28 day of Sept. A.D. 1891M. W. Gaudin Clerk.  
D. C.

## To DEED OF TRUST.

J. P. Parker

TO INSURE

Trustee.

to Olson

This Indenture, Made and entered into the 28 day of September  
A.D. 1891, by and between

Alice Powell

part of the first part, and

J. P. Parker

part of the second part, and

G. Olson

part of the third part, WITNESSETH: That the said part of the first part indebted to the part of the third part in the sum of

Thirty Nine DOLLARS, evidenced by  
his promissory Note of Escrow, for said amount due and payable as specified  
therein by the 28th day of March 1892.And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise,  
during the year 1888, to the amount of

DOLLARS,

from this date until the day of A.D. 1888 the said money, goods, wares and merchandise being for plantation supplies

and necessities and wearing apparel; and that, whereas, the said part of the first part desirous of securing to the said part of the third part the

prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 28th day of March 1892

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 part of the

second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and

by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described

real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any

and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ

during the year 1888, on land belonging to or any other land may cultivate during said year

beginning at a stake 349 1/2 feet south of the intersection of Hickory Street

and North Street, thence with 230 feet, thence North 80 degrees East

to Hickory Street 220 feet, thence South 60 degrees East to the point of beginning

this being intended to describe the lot conveyed to her by Mrs. John D. Elder, dated

Dec 31st 1889 and lying North of and along the alley running Eastward on North side of Mrs

E. A. Adams lot fronting on Hickory Street in the City of Canton together with an appurtenance

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in

trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the

day of A.D. 1888, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the

part of the third part to Cotton Factor, in New Orleans, La., for account of the

part of the first part and the net proceeds to be placed to the credit of the account of the part of the first part;

and in case said indebtedness is not paid at maturity, then the said is to pay said

25 per cent. of the whole of said indebtedness, which is agreed on as liquidated

damages in case of non-performance of the allegation therein. If the said part of the first part shall fail or refuse to pay the said part of the third part, and

assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which

shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take pos-

session of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public

auction, to the highest bidder, for cash, after giving 5 days' notice of the time and place of said sale, by advertising in some newspaper published

in said County, or by posting advertisements thereof in 3 or more convenient public places, 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 successor of him, shall first pay

the costs and charges of this Deed, and of said sale, and then pay to the said part of the third part, and assigns, the amount of said indebted-

ness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part of the first part, and assigns; and if the said part of the first part shall well and truly

pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the

second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by

the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part of

of the third part, or assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as

if done by the said Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part of the first part hereunto set her hand and seal, on the day and year first above written.

(SEAL.)

Alice Powell (SEAL.)

(SEAL.)

(SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Chancery Clerk

Alice Powell

who acknowledged that she signed, sealed 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 28 day of Sept. A.D. 1891 M. W. Gaudin Clerk.

D. C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of

the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named

whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his

name as a witness thereto, in the presence of the said and that he saw the other subscribing witness

sign the same in the presence of the said and in the

presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188

D. C.

Clerk.

Satisfied in full Oct 1891

W. L. Jordan &  
T. W. Jordan

FILED for record the 30 day of Sept A.D. 1891 at 2  
o'clock PM, recorded 30 day of Sept A.D. 1891  
W. D. Spence CLERK.  
D. C.

To } **DEED OF TRUST.**

J. B. Pratt Trustee.

TO INSURE

John W. Kuer

This Indenture, Made and entered into the 25 day of Sept  
A.D. 1891, by and between Thomas S. Jordan & Mary C. B.  
Jordan his wife

part 1/2 of the first part, and J. B. Pratt

part 1/2 of the second part, and John W. Hines

part of the third part, WITNESSETH: That the said part of the first part and indebted to the part of the third part in the sum of Ninety five (95) DOLLARS, evidenced by The joint promissory Note of the parties of the first for said sum of \$ 95. due Sept 28<sup>th</sup> 1892. With Interest.

And that, whereas, the said part 1 of the third part have undertaken and promised to supply the said part 2 of the first part money, goods, wares and merchandises, during the year 1888, to the amount of 2500 DOLLARS, from this date until the 31 day of Decr A.D. 1888 the said money, goods, wares and merchandises being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part 2 of the first part as desirous of securing to the said part 1 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 28 day of July 1889

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 part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said party of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ during the year 188 on land belonging to or any other land may cultivate during said year.

to with Lot No Three (3) in which is additional contains for the place  
of said addition recorded in the Chancery Clerk's Office of said County  
"Book" of p. 435. Said fronting about 75 feet on Railroad Street &  
running back about 260 feet to draft street

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; In trust, nevertheless, upon these terms and conditions, that is to say: That the said part 1/1 of the first part shall have in Canton, Mississippi, by the day of \_\_\_\_\_ A.D. 188\_\_\_\_\_, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part \_\_\_\_\_ of the third part to \_\_\_\_\_ Cotton Factor \_\_\_\_\_ in New Orleans, La., for account of the part \_\_\_\_\_ of the first part \_\_\_\_\_ and the net proceeds to be placed to the credit of the account of the part \_\_\_\_\_ of the first part;

and in case said indebtedness is not paid at maturity, then the said pay said note with interest is to pay said at maturity 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part 1/4 of the first part shall fail or refuse to pay the said part 1/4 of the third part, and the assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public

auction, to the highest bidder, for cash, after giving ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part of of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part of of the first part, and then assigns; and if the said part of of the first part shall well and truly pay the amount of said indebtedness, ~~goods, wares and merchandise,~~ and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part of of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. B. Pratt Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hand and seal, on the day and year first above written.

\_\_\_\_\_(SEAL.) \_\_\_\_\_(SEAL.)  
\_\_\_\_\_(SEAL.) \_\_\_\_\_(SEAL.)

The State of Mississippi, Madison County—ss.  
Personally appeared before the undersigned, Chancery Clerk W. V. Hancock of the said County, the within named M. B. S. Jordan who acknowledged that they signed, sealed 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 30 day of April A.D. 1867 H. B. Spence Clerk.  
D. C.

\_\_\_\_\_ D: C. \_\_\_\_\_ Clerk



*J. M. Cauthen*  
*Flora Cauthen*

FILED for record the 22 day of Octo A.D. 1891 at 4  
o'clock P. M., recorded 28 day of Octo A.D. 1891  
*H. V. Vandell* CLERK.  
D. O.

To } **DEED OF TRUST.**

*J. B. Sherrard*  
TO INSURE  
*J. B. Cauthen*  
Trustee.

This Indenture, Made and entered into this 17 day of Febry -  
A.D. 1891, by and between *J. M. Cauthen* *Flora Cauthen*  
*his wife* -

part ies of the first part, and

*J. B. Sherrard*

part y of the second part, and

*J. B. Cauthen*

part y of the third part, WITNESSETH: That the said part ies of the first part are indebted to the part y of the third part in the sum of  
Three Hundred Ninety Two 70/100 DOLLARS, evidenced by  
Their note of even date due and payable Nov 1st 1891.

And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 188 , to the amount of \_\_\_\_\_ DOLLARS, from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part of the first part \_\_\_\_\_ desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the \_\_\_\_\_ day of \_\_\_\_\_ 188

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 part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of \_\_\_\_\_ in the State of Mississippi, to-wit: \_\_\_\_\_ entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by \_\_\_\_\_ and any hand \_\_\_\_\_ may employ during the year 188 , on land belonging to \_\_\_\_\_ or any other land \_\_\_\_\_ may cultivate during said year, \_\_\_\_\_

The following described lands W<sup>1</sup>/<sub>2</sub> W<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> E<sup>1</sup>/<sub>2</sub> of S.E. 1/4 Section 27 Township 12 Range 5 E. Being Madison County Mississippi. Also Two Mules one Black horse mule (stud) name Ben age 5 years; also 1 Black horse name Fild age 5 years. Also Four Bales of Cotton weighing four hundred and fifty each. Raised on his place Bot. of J. B. Cauthen

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have of *J. B. Cauthen* 105 day of Nov - A.D. 1891, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to \_\_\_\_\_ Cotton Factor, in New Orleans, La., for account of the part of the first part \_\_\_\_\_ and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity, then the said \_\_\_\_\_ is to pay said

\_\_\_\_\_ 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part ies of the first part shall fail or refuse to pay the said part of the third part, and their assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving \_\_\_\_\_ days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in \_\_\_\_\_ two \_\_\_\_\_ or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part ies of the first part, and their assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or \_\_\_\_\_ assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said *J. B. Sherrard* Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part ies of the first part hereunto set hand and seal, on the day and year first above written.

(SEAL.)

(SEAL.)

*J. M. Cauthen* (SEAL.)  
*Flora Cauthen* (SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Chancery Clerk *W. T. Linn* *J. P.* of the said County, the within named *J. M. Cauthen* *Flora Cauthen* *his wife* who acknowledged that they signed, sealed 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 17 day of Febry - A.D. 1891.

*W. T. Linn* *J. P.* Clerk.  
D. O.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188

D. C.

Clerk.

It is understood and agreed by and between the parties to this deed, that should the amount furnished as aforesaid at any time exceed the above paid sum of Twenty Hundred & fifty Dollars, said excess shall be, and the same is hereby received under this deed of Trust - and shall be paid to the said J. C. Goodwin, Jr.

FILED for record the 31 day of Oct. A.D. 1891 at 9:40 o'clock a.M., recorded 131 day of Oct. A.D. 1891

H.V. Yandell CLERK.  
H.W. Blakeman D. C.

To DEED OF TRUST.

W.H. Powell Trustee.

Angelo Garbarino

part y of the first part, and W.H. Powell

part y of the second part, and Angelo Garbarino

part y of the third part, WITNESSETH: That the said part y of the first part is indebted to the part y of the third part in the sum of sixteen hundred & fifty DOLLARS, evidenced by her promissory note of even date herewith due on or after date with ten per cent interest per annum after maturity, this per cent atty fees if placed in hands of atty after due.

And that, whereas, the said part y of the third part have undertaken and promised to supply the said part y of the first part money, goods, wares and merchandise during the year 1888, to the amount of DOLLARS, from this date until the day of A.D. 1888 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part y of the first part is desirous of securing to the said part y of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the day of 1888

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 part y of the second part to the said part y of the first part (the receipt whereof is hereby acknowledged), the said part y of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: her entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by her and any hand she may employ during the year 1892, on land belonging to her or any other land she may cultivate during said year also the 2 1/4 + 1/2 S.E. 1/4 + 1/6 acres off the West side of N 1/2 E 1/2 S.E. 1/4 + 1/4 acres off the West side of S 1/2 E 1/2 S.E. 1/4 Sec 12 and the 2.88/10 acres off the North end of E 1/2 N 1/4 + 2.88/10 off the North end of N 1/2 N.E. 1/4 and 16 7/3 acres off the North & West sides of the N 1/2 E 1/2 N.E. 1/4 Sec 13 as surveyed & plattd by Wm. C. Love all in Township 9, Range 2 East

TO HAVE AND TO HOLD the same unto the said part y of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part y of the first part shall have in Canton, Mississippi, by the day of A.D. 1888, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part y of the third part to Cotton Factor in New Orleans, La., for account of the part y of the first part and the net proceeds to be placed to the credit of the account of the part y of the first part; and in case said indebtedness is not paid at maturity, then the said part y of the first part is to pay said 2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidated damages in case of non performance of the obligation thereon. If the said part y of the first part shall fail or refuse to pay the said part y of the third part, and assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said part y of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, 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 part y of the second part, or the successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part y of the third part, and assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said part y of the second part shall pay the same to the said part y of the first part, and her assigns, and if the said part y of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said part y of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said part y of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part y of the third part, or her assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said W.H. Powell Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part y of the first part hereunto set her hand and seal, of the day and year first above written.

All instruments & Erasures were made before Execution.

(SEAL.)

(SEAL.)

Lucie Lockett (SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Chancery Clerk of the said County, the within named Lucie Lockett who acknowledged that she signed, sealed 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 31 day of Oct. A.D. 1891

H.V. Yandell Clerk.  
H.W. Blakeman D. C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 1888,

D. C. Clerk.



J. E. Owens

FILED for record the 22 day of Octo - A.D. 1891 at 3/0  
o'clock P. M., recorded 30 day of Octo - A.D. 1891  
H. V. Yandell Clerk.  
D. C.

To DEED OF TRUST.

J. J. Simpson  
TO INSURE Trustee.  
D. A. Simpson

This Indenture, Made and entered into the 19th day of October  
A.D. 1891, by and between J. E. Owens

part y of the first part, and J. J. Simpson  
part y of the second part, and D. A. Simpson.

part y of the third part, WITNESSETH: That the said part y of the first part is indebted to the part y of the third part in the sum of  
Three hundred & Seventy five DOLLARS, evidenced by  
Three promissory notes of even date herewith for \$125.00 each  
Due Dec 1 - 1891 Dec 1 - 1892 + Dec 1 - 1893

And that, whereas, the said part y of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise,  
during the year 188 to the amount of DOLLARS,  
from this date until the day of A.D. 188 the said money, goods, wares and merchandise being for plantation supplies  
and necessities and wearing apparel; and that, whereas, the said part y of the first part is desirous of securing to the said part y of the third part the  
prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the day of 188

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 part y of the  
second part to the said part y of the first part (the receipt whereof is hereby acknowledged), the said part y of the first part have granted, bargained and sold, and  
by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described  
real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: my entire interest in any  
and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ  
during the year 188, on land belonging to or any other land may cultivate during said year

The 6 1/2 NW 1/4 Sec 2 Township 11 Range 4 East

If any one of said notes shall not be paid at maturity or if  
the annual interest shall not be paid when due  
Then all the notes shall at once become due &  
payable

TO HAVE AND TO HOLD the same unto the said part y of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in  
trust, nevertheless, upon these terms and conditions, that is to say: That the said part y of the first part shall have in Canton, Mississippi, by the  
day of A.D. 188, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the  
part of the third part to Cotton Factor in New Orleans, La., for account of the  
part of the first part and the net proceeds to be placed to the credit of the account of the part of the first part;

and in case said indebtedness is not paid at maturity, then the said notes at maturity is to pay said  
damages in case of non-performance of the allegation therein. If the said part y of the first part shall fail or refuse to pay the said part y of the third part, and

his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which  
shall accrue thereon, and the cost and charges of this Deed, then the said part y of the second part, or the successor of him may, and shall, enter into and take pos-  
session of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public  
auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published  
in said County, or by posting advertisements thereof in one or more convenient public places, 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 part y of the second part, or the successor of him, shall first pay  
the costs and charges of this Deed, and of said sale, and then pay to the said part y of the third part, and his assigns, the amount of said indebted-  
ness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said part y of the  
second part shall pay the same to the said part y of the first part, and his assigns; and if the said part y of the first part shall well and truly  
pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said part y of the  
second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by  
the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part y  
of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as  
if done by the said J. J. Simpson Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part y of the first part hereunto set his hand and seal, on the day and year first above written.  
(SEAL.) J. E. Owens (SEAL.)  
(SEAL.) (SEAL.)

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court Justice of the Peace of the said County, the within named  
J. E. Owens who acknowledged that he signed, sealed and delivered the foregoing Deed,  
on the day and year therein mentioned, as his act and deed.  
Given under my hand and official seal, at office, this 19th day of October A.D. 1891 David Milton J. Clerk.  
D. C.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of  
the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named  
whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his  
name as a witness thereto, in the presence of the said and that he saw the other subscribing witness  
sign the same in the presence of the said and in the  
presence of each other on the day and year therein named.  
IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188  
D. C. Clerk.

These witnesses being sworn have sworn that they have seen the last part of the Deed and the whole of the Deed and that they have seen the Deed signed and sealed by J. E. Owens and that they have seen the Deed signed and sealed by J. J. Simpson and D. A. Simpson and that they have seen the Deed signed and sealed by David Milton J. Clerk.

It is understood and agreed by and between the parties to this deed that should the amount furnished as aforesaid at any time exceed the above said sum of \$756.90 the parties shall excess shall be and the same is hereby secured under this deed of Trust. This act is hereby transferred to D. Levy and D. Levy.

<p><u>John H. Stanford</u> <u>Hattie Stanford</u></p> <p>To: <b>DEED OF TRUST.</b></p> <p><u>Emile Levy</u> Trustee.</p> <p><u>D. Levy</u></p>	<p>FILED for record the <u>7</u> day of <u>Nov</u> A.D. 188<u>9</u> at <u>10</u> o'clock <u>A.</u> M., recorded <u>16</u> day of <u>Nov</u> A.D. 188<u>9</u></p> <p style="text-align: right;"><u>H. V. Vandell</u> CLERK. <u>H. W. Blakeman</u> D. C.</p> <p>This Indenture, Made and entered into the <u>31</u> day of <u>Oct</u> A.D. 188<u>9</u>, by and between <u>John H. Stanford &amp; Hattie Stanford his wife</u></p>
<p>part <u>1</u> of the first part, and <u>Emile Levy</u></p> <p>part <u>2</u> of the second part, and <u>D. Levy</u></p> <p>part <u>3</u> of the third part, WITNESSETH: That the said parties of the first part <u>are</u> indebted to the party of the third part in the sum of <u>(756.90) Seven hundred &amp; fifty six &amp; 90/100</u> DOLLARS, evidenced by <u>their promissory note of even date with this indenture due &amp; payable on or before Dec 1st 1891</u></p> <p>And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 188<u>9</u>, to the amount of <u>_____</u> DOLLARS, from this date until the <u>_____</u> day of <u>_____</u> A.D. 188<u>9</u> the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said parties of the first part <u>are</u> desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the <u>_____</u> day of <u>Decr 1st 1891</u></p> <p>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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of <u>Madison</u> in the State of Mississippi, to-wit: <u>Their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by _____ and any hand _____ may employ during the year 188<u>9</u> on land belonging to _____ or any other land _____ may cultivate during said year</u></p> <p><u>the W/2 of NW/4 Sec 8 T. 11 R. 4 E.</u></p>	
<p>TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part <u>1</u> of the first part shall have in Canton, Mississippi, by the <u>1st</u> day of <u>Decr</u> A.D. 188<u>9</u>, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to <u>_____</u> Cotton Factor, in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the parties of the first part; and in case said indebtedness is not paid at maturity, then the said <u>John H. Stanford &amp; Hattie Stanford</u> is to pay said <u>D. Levy</u> <u>2 1/2</u> per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said party of the third part, and <u>his</u> assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving <u>(10) ten</u> days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in <u>(2) two</u> or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and <u>his</u> assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 <u>their</u> assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or <u>his</u> assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said <u>Emile Levy</u> Trustee aforesaid.</p> <p>IN TESTIMONY WHEREOF, the said parties of the first part hereunto set <u>their</u> hands and seals, on the day and year first above written.</p> <p style="text-align: center;">(SEAL.) <u>John H. Stanford</u> (SEAL.) (SEAL.) <u>Hattie Stanford</u> (SEAL.)</p>	
<p>The State of Mississippi, Madison County—ss.</p> <p>Personally appeared before the undersigned, <u>Justice of the Peace</u> of the said County, the within named <u>John H. Stanford &amp; wife Hattie Stanford</u> who acknowledged that <u>they</u> signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as <u>their</u> act and deed.</p> <p>Given under my hand and official seal, at office, this <u>11</u> day of <u>November</u> A.D. 188<u>9</u>. <u>Sam'l Milton J. P.</u> Clerk.</p> <p style="text-align: right;">D. C.</p>	
<p>The State of Mississippi, Madison County—ss.</p> <p>Personally appeared before the undersigned, Clerk of the Chancery Court, the above named <u>_____</u> one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named <u>_____</u> whose name <u>_____</u> subscribed thereto, sign and deliver the same to the above named <u>_____</u> that he, this deponent, subscribed his name as a witness thereto, in the presence of the said <u>_____</u> and that he saw the other subscribing witness <u>_____</u> sign the same in the presence of the said <u>_____</u> and in the presence of each other on the day and year therein named.</p> <p>IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this <u>_____</u> day of <u>_____</u> A.D. 188<u>9</u></p> <p style="text-align: center;">D. C. <u>_____</u> Clerk.</p>	

*J. M. Vinson*  
*S. C. Vinson.*

FILED for record the 10<sup>th</sup> day of Nov<sup>r</sup> A.D. 1887 at 12:19  
 o'clock P. M., recorded 16<sup>th</sup> day of Nov<sup>r</sup> A.D. 1887;  
H. U. Vandell Clerk.  
 D. C.

To } **DEED OF TRUST.**

*G. D. Leitch*

TO INSURE

Trustee.

*Jas M. Leitch.*

parties of the first part, and *G. D. Leitch*

part of the second part, and *J. M. Leitch*

part 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 Three hundred & thirty 00/100 DOLLARS, evidenced by their promissory note of even date herewith due & payable Nov<sup>r</sup> 1892 bearing interest after maturity at the rate of 10% per annum until paid. And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 1887, to the amount of        DOLLARS, from this date until the        day of        A.D. 1887 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part of the first part desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the day of        1887

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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by them and any hands they may employ during the year 1887, on land belonging to them or any other land they may cultivate during said year 1887. - also ten (10) acres off the south end of N 1/2 E 1/2 S W 1/4 & two (2) acres off North end S 1/2 E 1/2 S W 1/4 & 24 acres out of S. W. cor. of E 1/2 S W 1/4 & 22 acres off South end N 1/2 S E 1/4 & S 1/2 S E 1/4 less thirteen (13) acres out of S. E. corner & less twelve (12) acres off west side Section Ten (10) Township Ten (10) Range Three (3) East containing 115 acres more or less

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said parties of the first part shall have in Canton, Mississippi, by the 10<sup>th</sup> day of November A.D. 1887, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to        Cotton Factor, in New Orleans, La., for account of the part of the first part        and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity, then the said        is to pay said

2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said part of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in 3 or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 party of the first part, and them assigns; and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said G. D. Leitch Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hands and seals, on the day and year first above written.

(SEAL.)

(SEAL.)

*J. M. Vinson*  
*S. C. Vinson*

(SEAL.)

(SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Justice of the Peace of the said County, the within named J. M. Vinson & S. C. Vinson who acknowledged that they signed, sealed 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 10<sup>th</sup> day of Nov<sup>r</sup> A.D. 1887.

*E. C. Postell J. P.*

Clerk.

D. C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named        one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named        whose name        subscribed thereto, sign and deliver the same to the above named        that he, this deponent, subscribed his name as a witness thereto, in the presence of the said        and that he saw the other subscribing witness        sign the same in the presence of the said        and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this        day of        A.D. 1887

D. C.

Clerk.

over by 1 other smaller sheet of 1 m. 1/2 in. 4 & day of January 1887 from J. M. Vinson & S. C. Vinson to J. M. Leitch





It is understood and agreed by and between the parties to this deed that should the amount furnished as of record at any time exceed the above said sum of \$548.60 in dollars said excess shall be and the same is hereby secured under this deed of Trust. This is hereby transferred to other part of the deed.

Joe Stanford  
Mary Stanford  
To } DEED OF TRUST.  
Emile Levy  
TO INSURE  
D. Levy

FILED for record the 13 day of Nov A.D. 1887 at 12:15  
o'clock P. M., recorded 17 day of Nov A.D. 1887  
H. H. Gaudelle Clerk  
D. C.

This Indenture, Made and entered into this 31st day of Oct  
A.D. 1887, by and between Joe Stanford & Mary  
Stanford.

part of the first part, and Emile Levy  
party of the second part, and D. Levy

part 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 \$548.60 Five hundred & forty eight & 60/100 DOLLARS, evidenced by their promissory note of even date with this indenture due & payable on Dec. 1st 1893.  
And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 188, to the amount of DOLLARS,  
from this date until the day of A.D. 188 the said money, goods, wares and merchandise being for plantation supplies and necessaries and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of Dec 1887 3

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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ during the year 188, on land belonging to or any other land may cultivate during said year.  
W 1/2 Sec. 18, T. 11, R. H. E.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the 1st day of Dec A.D. 1887 3, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to Cotton Factor, in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the parties of the first part; and in case said indebtedness is not paid at maturity, then the said Joe Stanford & Mary Stanford is to pay said D. Levy 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving (10) ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in (2) two or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Emile Levy Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hand and seals, on the day and year first above written.  
(SEAL.) Joe Stanford (SEAL.)  
(SEAL.) Mary Stanford (SEAL.)

The State of Mississippi, Madison County--ss.  
Personally appeared before the undersigned, Chancery Clerk Justice of the Peace of the said County, the within named Joe Stanford & wife Mary Stanford who acknowledged that they signed, sealed 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 12th day of Nov A.D. 1887.  
Sam'l Milton J. P. Clerk

The State of Mississippi, Madison County--ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188  
D. C. Clerk.

Q. It is understood and agreed by and between the parties to this deed that should the amount furnished as aforesaid as any exceed the above said sum of one thousand and thirty three \$0/100 dollars and excess shall be and the same is hereby received under this deed of Trust.

Margaret E. Rogers

FILED for record the 13<sup>th</sup> day of November A.D. 1887 at 10<sup>12</sup> o'clock a. M., recorded 17<sup>th</sup> day of November A.D. 1887.

H. V. Yandell CLERK.

D. C.

To } **DEED OF TRUST.**

W. H. Powell

TO INSURE

Trustee.

Genl. E. F. Gaddis

This Indenture, Made and entered into the 13<sup>th</sup> day of November A.D. 1887, by and between Margaret E. Rogers

part y of the first part, and W. H. Powell

part y of the second part, and Genl. E. F. Gaddis

part y of the third part, WITNESSETH: That the said part y of the first part is indebted to the part y of the third part in the sum of one thousand & thirty three 80/100 DOLLARS, evidenced by

her promissory note of even date herewith due & payable one  
year after date with 10% interest & attys fees after maturity

And that, whereas, the said part y of the third part have undertaken and promised to supply the said part y of the first part money, goods, wares and merchandise, during the year 1887, to the amount of \_\_\_\_\_ DOLLARS,

from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1887 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part y of the first part is desirous of securing to the said part y of the third part the

prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the \_\_\_\_\_ day of \_\_\_\_\_ 1887  
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 part y of the second part to the said part y of the first part (the receipt whereof is hereby acknowledged), the said part y of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any

and all crops of cotton, corn, cotton seed, and all other agricultural products raised by \_\_\_\_\_ and any hand \_\_\_\_\_ may employ during the year 1887, on land belonging to \_\_\_\_\_ or any other hand \_\_\_\_\_ may cultivate during said year.

all that portion of the E 1/2 of Sec. 4 lying west of the Canton & Jackson Road except 120 acres off north end thereof & all that portion of the W 1/4 Sec. 9 lying west of said Canton & Jackson Stage Road except 60 acres off the south end thereof all in Town 7 Range 2 East.

TO HAVE AND TO HOLD the same unto the said part y of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part y of the first part shall have in Canton, Mississippi, by the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1887, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the

part y of the third part to \_\_\_\_\_ Cotton Factor, in New Orleans, La., for account of the part y of the first part \_\_\_\_\_ and the net proceeds to be placed to the credit of the account of the part y of the first part;

and in case said indebtedness is not paid at maturity, then the said \_\_\_\_\_ is to pay said

2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the obligation herein. If the said part y of the first part shall fail or refuse to pay the said part y of the third part, and

his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said part y of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published

in said County, or by posting advertisements thereof in one or more convenient public places, 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 part y of the second part, or the successor of him, shall first pay

the costs and charges of this Deed, and of said sale, and then pay to the said part y of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said part y of the second part shall pay the same to the said part y of the first part, and her assigns; and if the said part y of the first part shall well and truly

pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said part y of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part y of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part y of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as

if done by the said W. H. Powell Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part y of the first part hereunto set her hand and seal, on the day and year first above written.

all interlineations & (SEAL) erasures were (SEAL.)

made before execution (SEAL.) Margaret E. Rogers (SEAL.)

The State of Mississippi, Madison County—ss.

Personally appeared before the undersigned, Chancery Clerk H. V. Yandell of the said County, the within named Margaret E. Rogers who acknowledged that she signed, sealed 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 13<sup>th</sup> day of November A.D. 1887.

H. V. Yandell Clerk.

H. W. Bolleman D. C.

The State of Mississippi, Madison County—ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1887

\_\_\_\_\_ D. C. Clerk.

Witness my hand and official seal, at office, this 13<sup>th</sup> day of November A.D. 1887. H. V. Yandell Clerk. H. W. Bolleman D. C.



Satisfied in full of this bond this 24 day of January 1894  
Jas. W. Womum

David Levy  
Emile Levy  
FILED for record the 17 day of Nov A.D. 1891 at 1 o'clock P. M., recorded 21 day of Nov A.D. 1891  
H. V. Yandell Clerk.  
John C. Gilman D. C.

To DEED OF TRUST.  
Jno Robner  
TO INSURE Trustee.  
Wm Robner  
This Indenture, Made and entered into the 17 day of Nov A.D. 1891, by and between David & Emile Levy

part of the first part, and Jno Robner  
part of the second part, and Wm Robner

part of the third part, WITNESSETH: That the said part of the first part are indebted to the part of the third part in the sum of five hundred and no cents DOLLARS, evidenced by their 4 promissory notes of even date with the indenture payable at the rate of 8% interest per annum from date to date of maturity. And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 1888, to the amount of DOLLARS, from this date until the day of A.D. 1888 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the day of 1888.

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 part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being, in the County of Madison in the State of Mississippi, to-wit: their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ during the year 1888, on land belonging to or any other land may cultivate during said year. N 1/2 S 1/2 Sec 1 in Twp 8. Rais lot & equals being laid out according to the original plan of the town of Canton a map of which is now in the Chancery Clerk's office in said County the state house upon said lot now occupied by Anderson Roy, this agreed and understood that the said parties of the first part are to keep the said building (store house) insured in the amount of not less than \$2000.00 loss payable if any to said party of the third part.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the day of A.D. 1888, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to Cotton Factor, in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity, then the said 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part of the first part shall fail or refuse to pay the said part of the third part, and assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part of the third part, and assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part of the first part, and assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Jno Robner Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part of the first part hereunto set their hand and seal, on the day and year first above written.  
(SEAL.) David Levy (SEAL.)  
(SEAL.) Emile Levy (SEAL.)

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Chancery Clerk of the said County, the within named David and Emile Levy who acknowledged that they signed, sealed 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 17 day of Nov A.D. 1891 H. V. Yandell Clerk.  
John C. Gilman D. C.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.  
IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188  
D. C. Clerk.

Transferred to John Womum Dec 1/1892 Will Womum

It is understood and agreed by and between the parties to this lease that should the amount furnished as aforesaid on any time exceed the above said sum of One Hundred Dollars, said excess shall be and the same is hereby so understood, this Day of May,

FILED for record the 21 day of Novr A.D. 1891 at F  
o'clock 11 M., recorded 21 day of Novr A.D. 1891

*H. V. Vandell* CLERK.

D. C.

To. } **DEED OF TRUST.**

W. L. Winston Trustee.  
TO INSURE  
E. J. Mayfield

This Indenture, Made and entered into the 20<sup>th</sup> day of November  
A.D. 1887, by and between \_\_\_\_\_

Calvin C. Jones

part III of the first part, and C. L. Hustonpart of the second part, and *E. J. Madden*

part of the third part, WITNESSETH: That the said part of the first part ..... indebted to the part of the third part in the sum of Seventy one & 7/10 of 100 ..... DOLLARS, evidenced by his Note of even date due and payable the first day of January 1892 .....

And that, whereas, the said part 4 of the third part have undertaken and promised to supply the said part 4 of the first part money, goods, wares and merchandise, during the year 1892, to the amount of One Hundred DOLLARS, from this date until the first day of January A.D. 1892 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part 4 of the first part is desirous of securing to the said part 4 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of January 1892.

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 part of of the second part to the said part of of the first part (the receipt whereof is hereby acknowledged), the said part of of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: his entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by him and any hand he may employ during the year 1891, on land belonging to him or any other land he may cultivate during said year.

The 1/2 of S 1/2 lot 2 square one situated East of York V.R. Rd in Hinds Co.  
together with the improvements thereon.  
Old brown man with white face and grey black hair color one small man  
named Nannie & I hereby transfer to said Hinds my insurance policy to protect him  
against loss by fire.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part 4 of the first part shall have in <sup>Hona</sup> Canton, Mississippi, by the 102 day of January A.D. 1892, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part 4 of the third part to him Cotton Factor, in New Orleans, La., for account of the part 4 of the first part and the net proceeds to be placed to the credit of the account of the part 4 of the first part; and in case said indebtedness is not paid at maturity, then the said first party is to pay said third party 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part 4 of the first part shall fail or refuse to pay the said part 4 of the third part, and he assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into, and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court house in the City of Canton, at public auction, to the highest bidder, for cash, after giving one days' notice of the time and place of said sale, by advertising in some newspaper publisher in said County, or by posting advertisements thereof in one or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part 4 of the third part, and him assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part 4 of the first part, and him assigns; and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part of the third part, or him assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Bob Hinton Trustee aforesaid. 11

IN TESTIMONY WHEREOF, the said part of the first part hereunto set his hand and seal, on the day and year first above written.

-(SEAL.)

Calvin B. Jones

(SEAL.)

(SEAL.)

The State of Mississippi, Madison County-ss,

Personally appeared before the undersigned, Chancery Clerk Raymond H. Jones of the said County, the within named Leah B. Jones who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 30<sup>th</sup> day of November, A.D. 1882 L. B. Colburn Clerk.

The State of Mississippi, Madison County--ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF Witness my hand and the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 188 \_\_\_\_\_

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this ....., day of..... A.D. 188

D. C.

Clerk.

J. L. Maxwell  
C. M. Maxwell

FILED for record the 27 day of Nov A.D. 1891 at 9  
o'clock A M., recorded 27 day of Nov A.D. 1891  
H. V. Vandell CLERK.  
D. O.

To } **DEED OF TRUST.**

Henry W. Rimmer  
TO INSURE  
L. E. Wilder  
Trustee.

This Indenture, Made and entered into this 16 day of November  
A.D. 1891, by and between Thos B. Maxwell and  
Emma Maxwell, his wife

part y of the first part, and Henry W. Kemmer

part y of the second part, and L. E. Milder

party of the third part, WITNESSETH: That the said part <sup>first</sup> of the first part are indebted to the party of the third part in the sum of One Hundred and Fifty DOLLARS, evidenced by their note of this date due and payable on the 16<sup>th</sup> day of November 1893 with 10% interest from date.

~~And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 188 , to the amount of \_\_\_\_\_ DOLLARS, from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188 the said money, goods, wares and merchandise being for plantation supplies~~

from this date until the ..... day of ..... A.D. 188 ..... the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said parties of the first part one desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 16<sup>th</sup> day of November 1892

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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: this entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by \_\_\_\_\_ and any hand \_\_\_\_\_ may employ during the year 188 \_\_\_\_\_ on land belonging to \_\_\_\_\_ or any other land \_\_\_\_\_ may cultivate during said year \_\_\_\_\_

This Twenty three (23) off North end of north half of East half of north East Quarter Section Twenty five (25) and North half of north half of Lot three (3) Section Thirty (30) west Boundary Line all in Township Eleven (11) Range Five (5) East Containing is all Forty three acres more or less.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part <sup>ies</sup> of the first part shall have in Canton, Mississippi, by the 16<sup>th</sup> day of Nov 1892, A.D., such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to Cotton-Factor, in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity, then the said part of the first part is to pay said

2) per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part 1 of the first part shall fail or refuse to pay the said part 1 of the third part, and

assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published in said City of Canton, at the expense of the said party of the first part, and

in said County, or by posting advertisements thereof in 2 or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, ~~goods, wares and merchandise~~, and all interest due thereon; and if there then 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 their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. \* It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or her assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Henry W. Rimmer Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hand and seal, on the day and year first above written.

~~all interlineations~~  
~~and brackets made~~ (SEAL.)  
~~before signing~~ (SEAL.)

J. D. Maxwell (SEAL.)  
E. M. Maxwell (SEAL.)

The State of Mississippi, Madison County--ss.

Personally appeared before the undersigned, Chancery Clerk Justice of the Peace of the said County, the within named Thos. D. Maxwell & wife E. M. Maxwell who acknowledged that they signed, sealed 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 16<sup>th</sup> day of November A.D. 1891. Saml. M. Jones, Jr. Clerk.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188

D. C.

**Clerk.**



100

It is understood and agreed by and between the parties to this deed, that should the amount furnished as herein said at any time exceed the above sum said sum of Fifty hundred and fifty dollars, said excess shall be and the same is hereby secured under this deed of Trust.

FILED for record the 28<sup>th</sup> day of NOV A.D. 1887, at 10<sup>40</sup> o'clock. A.M., recorded 28 day of NOV A.D. 1887, H.V. Yandell, CLERK. D. C.

To } **DEED OF TRUST.**  
W.H. Powell  
TO INSURE Trustee.  
Blanch Howell

This Indenture, Made and entered into the 28 day of November A.D. 1887, by and between Ivy Thompson

part y of the first part, and W.H. Powell  
party of the second part, and Blanch Howell

part y of the third part, WITNESSETH: That the said part y of the first part is indebted to the part y of the third part in the sum of Five Hundred & fifty DOLLARS, evidenced by his promissory note of even date herewith due one year after date with 10% interest to atty. fee after maturity &c. And that, whereas the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 1887, to the amount of DOLLARS, from this date until the day of A.D. 1888 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part y of the first part is desirous of securing to the said part y of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the day of 1888 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 part y of the second part to the said part y of the first part (the receipt whereof is hereby acknowledged), the said part y of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by during the year 1888, on land belonging to or any other land may cultivate during said year. My undivided one half interest of one to the W. S. 1/2 lot 4 in square 4 according to the original plans of the town of Canton & being the same property conveyed to Ivy Thompson this day by Shanty Handy in the City of Canton. Said Thompson covenants & agrees to keep the building on said lot insured against loss by fire in a sum of not less than \$500.00 with loss payable to said Howell or her assigns, as her interest may appear and should be paid to do so said Howell or her assigns can so insure it & the premiums paid by her & shall be charged to said Thompson and be secured by this deed of trust

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the day of A.D. 1888, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to Cotton Factor, in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity, then the said is to pay said 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the obligation thereon. If the said part y of the first part shall fail or refuse to pay the said part y of the third part, and assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in One or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part y of the third part, and assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part y of the first part, and his assigns; and if the said part y of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part y of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part y of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said W.H. Powell Trustee aforesaid.

IN TESTIMONY WHEREOF, the said party of the first part hereunto set his hand and seal, on the day and year first above written. all interlineations & erasures were made before execution (SEAL.) (SEAL.) (SEAL.) J. Thompson (SEAL.)

The State of Mississippi, Madison County-ss. Personally appeared before the undersigned, Chancery Clerk of the said County, the within named Ivy Thompson who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed. Given under my hand and official seal, at office, this 28 day of NOV A.D. 1887 H.V. Yandell Clerk. H.M. Blakemore D. C.

The State of Mississippi, Madison County-ss. Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeseth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named. IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 1887 Clerk.

Shown this day before me, I find the said party Ivy Thompson to be the same person who executed the above deed of Trust on the 28th day of November 1887 and in full compliance with the terms of said deed of Trust.

Mr. A. Cameron  
and Mr. B. Cameron

FILED for record the 3rd day of December A.D. 1891 at 8  
o'clock AM, recorded 3rd day of December A.D. 1891  
H. W. Yandell CLERK.  
D. C.

To } **DEED OF TRUST.**

*T. A. Jones*  
 \_\_\_\_\_  
 TO INSURE  
*C. E. Lewis*  
 \_\_\_\_\_

Trustee.

This Indenture, Made and entered into this 1st day of December  
A.D. 1891, by and between MA Cameron and  
MB Cameron

part ~~in~~ of the first part, and T. H. Young  
party of the second part, and C. E. Lewis

part<sup>y</sup> of the third part, WITNESSETH: That the said part<sup>y</sup> of the first part one indebted to the part y of the third part in the sum of Four Hundred and Fifty DOLLARS, evidenced by Three promissory notes of said date Due on December 1st 1894,  
and bearing 10% interest from date

And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise during the year 1887, to the amount of DO DOLLARS, from this date until the day of AD. 188 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part of the first part and desirous of securing to the said part y of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the day of 188

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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described ~~real and personal~~ estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ during the year 188 on land belonging to or any other land may cultivate during said year

12 acres out of NW 1/4 Sec 17, Township 7, Range 2, East. This being West of the I.C.R.R. and E 1/2, S.E. 1/4 less 12 acres out of S.E. Corner Section 18, Township 7, Range 2, East. (The said 12 acres being on East side I.C.R.R.) Being 90 acres of land more or less together with appurtenances pertaining thereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the day of ~~AND 188~~, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to ~~Cotton Factor~~, in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity then the said ~~part of the first part~~ is to pay said

damages in case of non-performance of the obligation therein. If the said party her of the first part shall fail or refuse to pay the said party y of the third part, and assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court house in the City of Canton, at public auction, to the highest bidder, for cash, after giving Twelve days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in Two or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party y of the third part, and her assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 party her of the first part, and their assigns; and if the said party her of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or her assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. M. Jones Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hand & seal &, on the day and year first above written.

-(SEAL.)

(SEAL.)

M. A. Cameron (SEAL.)  
M. B. Cameron (SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Chancery Clerk MB Supervisors of the said County, the within named MA Cameron & his wife MB Cameron who acknowledged that they signed, sealed 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 2<sup>nd</sup> day of December A.D. 1891.

The State of Mississippi, Madison County-ss:

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_

\_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this..... day of ..... A.D. 188

D. C.

**Clerk.**



*James Donahoe*

FILED for record the 2nd day of Decr A.D. 1891 at 2 o'clock P.M., recorded 3rd day of Decr A.D. 1891  
H. W. Zundell Clerk.  
D. C.

To } **DEED OF TRUST.**  
J. A. McGregor  
TO INSURE Trustee.  
Saul Milton

This Indenture, Made and entered into this 1st day of December A.D. 1891, by and between  
James Donahoe  
J. A. McGregor  
Saul Milton

party of the first part, and  
party of the second part, and

party of the third part, WITNESSETH: That the said party of the first part is indebted to the party of the third part in the sum of six hundred DOLLARS, evidenced by 3 notes of this date for the sum of two hundred dollars each pay-able on the 1st days of November 1892, 1893 and 1894  
And that, whereas, the said party of the third part have undertaken and promised to supply the said party of the first part money, goods, wares and merchandize, during the year 1888, to the amount of        DOLLARS; from this date until the        day of        A.D. 1888 the said money, goods, wares and merchandize being for plantation supplies and necessities and wearing apparel; and that, whereas, the said party of the first part is desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of November 1892

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 party of the first part (the receipt whereof is hereby acknowledged), the said party of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of        in the State of Mississippi, to-wit: his entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by        and any hand        may employ during the year 1888, on land belonging to        or any other land        may cultivate during said year  
The East 1/2 of the South East 1/4 Section 19, Eight (8) acres off North end Lot one West Boundary Line Section 20, Twenty (20) acres off North end East 1/2 North East 1/4 Section 35, all in Township 10, Range 5 East

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said party of the first part shall have in Canton, Mississippi by the 1st day of November A.D. 1892, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the party of the third part to Cotton Factor in New Orleans, La., for account of the party of the first part and the net proceeds to be placed to the credit of the account of the party of the first part; and in case said indebtedness is not paid at maturity, then the said        is to pay said 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the obligation therein. If the said party of the first part shall fail or refuse to pay the said party of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in 2 or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 party of the first part, and his assigns; and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties herunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. A. McGregor Trustee aforesaid.

IN TESTIMONY WHEREOF, the said party of the first part herunto set his hand and seal, on the day and year first above written.  
(SEAL.) James Donahoe (SEAL.)  
(SEAL.) (SEAL.)

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Court, Justice of the Peace of the said County, the within named James Donahoe who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.  
Given under my hand and official seal, at office, this 1st day of December A.D. 1891 A. J. Brown, Jr. Clerk.  
D. C.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named        one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named        whose name        subscribed thereto, sign and deliver the same to the above named        that he, this deponent, subscribed his name as a witness thereto, in the presence of the said        and that he saw the other subscribing witness        sign the same in the presence of the said        and in the presence of each other on the day and year therein named.  
IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this        day of        A.D. 1888  
D. C. Clerk.

*State filed Jan 30 1893 J. A. McGregor Trustee*

*Paid & Satisfied see power of Atty Rec. Pof a book 394 H.P. minor*

*A.W.D. Greaves & Julia Fordman Greaves*

FILED for record the *2nd* day of *Dec.* A.D. 18*91* at *8* o'clock *at* M., recorded *3rd* day of *Dec.* A.D. 18*91*  
*H. V. Yandell* CLERK.  
D. C.

To } DEED OF TRUST.

*O.L. Hinton*  
Trustee.  
*E. F. Gaddis*

This Indenture, Made and entered into this *27<sup>th</sup>* day of *November* A.D. 18*91*, by and between *Stephen A. D. Greaves and Julia Fordman Greaves*

part *1st* of the first part, and *O.L. Hinton*  
part *4* of the second part, and *E. F. Gaddis*

part *4* 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 *Fifty Hundred & Twenty three & 78/100* DOLLARS, evidenced by *their promissory note of even date herewith and due and payable the 15th day of November 1892.*

And that, whereas, the said party of the third part have undertaken and promised to supply the said parties of the first part money, goods, wares and merchandise, during the year *1892*, to the amount of *Thirty Hundred* DOLLARS, from this date until the *15th* day of *Nov* A.D. 18*92* the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said parties of the first part *are* desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on, or before the *15th* day of *November* 18*92*;

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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of *Madison* in the State of Mississippi, to-wit: *their* entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by *them* and any hand *they* may employ during the year *1891* and *1892* on land belonging to *them* or any other land *they* may cultivate during said year *also hereto payable either in cash or cotton that is or may be due either of us from tenants for the year 1892 and 1893 & Fifty Seven acres of land off south end of 1/2 NW 1/4 and 1/2 SE 1/4 of Sec. 18, T. 8, R. 1, E. 1, on East and all Sec. 6, T. 8, R. 1, E. 1, on East & 58 acres out of NW 1/4 Corner said Sec. 18 and 196 off NW end Sec. 7, T. 8, R. 1, E. 1, on East and 58 acres off North end NW 1/4, NW 1/4, Sec. 8, T. 8, R. 1, E. 1, on East & 1/2 NW 1/4, Sec. 31, T. 9, R. 1, E. 1, on East. One gray Mare named Nora. One gray mare named Kitty. One gray mare named Nellie. One brown mare named Rodina. and twenty five head of cattle marked crop off right ear, and split in left ear. *them* being all the cattle and horses owned by said first parties and now in their possession on said plantation also all interest either by purchase or otherwise during the year 1892, in horses or cattle.*

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said parties of the first part shall have in *their* Canton, Mississippi, by the *15th* day of *November* A.D. 18*92*, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the party of the third part to *his* Cotton Factor, in New Orleans, La., for account of the parties of the first part.

and in case said indebtedness is not paid at maturity, then the said *Stephen A. D. Greaves and Julia Fordman Greaves* *are* to pay said *E. F. Gaddis* 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said party of the third part, and *his* assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving *ten* days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in *one* or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and *his* assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 *his* assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or *his* assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said *O.L. Hinton* Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set *their* hands and seal, on the day and year first above written. *all verum and interlinings made before* *Stephen A. D. Greaves* (SEAL.) *Julia Fordman Greaves* (SEAL.)

The State of Mississippi, Madison County—ss.  
Personally appeared before the undersigned, *Justice of the Peace* of the said County, the within named *Stephen A. D. Greaves and Julia Fordman Greaves* who acknowledged that *they* signed, sealed 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 *28th* day of *November* A.D. 18*91*. *J. P. Lewis* *J. P.* Clerk. *Justice of the Peace D.C.*

The State of Mississippi, Madison County—ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named *one* of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named *one* whose name *one* subscribed thereto, sign and deliver the same to the above named *one* that he, this deponent, subscribed his name as a witness thereto, in the presence of the said *one* and that he saw the other subscribing witness *one* sign the same in the presence of the said *one* and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this *28th* day of *November* A.D. 18*91*.  
D. C. Clerk.

*It is understood and agreed by and between the parties to this deed, that should the amount furnished as aforesaid, at any time exceed the above said sum of Fifty Hundred Dollars, said excess shall be and the same is hereby secured under this Deed of Trust.*

FILED for record the 8<sup>th</sup> day of December A.D. 1891 at 13<sup>45</sup>  
o'clock P M., recorded 9<sup>th</sup> day of December A.D. 1891

H. V. Randall CLERK.  
D. C.

W H Powell.

TO INSURE

**Trustee.**

H. V. Vandell. Guardian.

*This Indenture*; Made and entered into this 8th day of December  
A.D. 1881, by and between \_\_\_\_\_

Frank F. Wilborn

part ~~of~~ of the first part, and

*W. H. Powell*

part~~y~~ of the second part, and

H. V. Gardner, Guardian

party of the third part, WITNESSETH: That the said party of the first part do indebted to the party of the third part in the sum of Five Hundred & fifty DOLLARS, evidenced by

Two two primary notes of even date herewith, One for \$50. due January 1/92, with 10% interest & 10% after maturity & one for \$500 due January 1/93 with 10% but after January 1/92 & 10% after maturity. And that whereas, the said part 2 of the first part have undertaken and promised to supply the said part 1 of the first part money, goods, wares and merchandize, during the year 1883 to the amount of \_\_\_\_\_ DOLLARS

from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188\_\_\_\_ the said money, goods, wares and merchandise being for plantation supplies and necessaries and wearing apparel; and that, whereas, the said party of the first part is desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the \_\_\_\_\_ day of \_\_\_\_\_ 188\_\_\_\_\_

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 party of the first part (the receipt whereof is hereby acknowledged), the said party of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by \_\_\_\_\_ and any hand \_\_\_\_\_ may employ during the year 188 \_\_\_\_\_ on land belonging to \_\_\_\_\_ or any other hand \_\_\_\_\_ may cultivate during said year.

W<sup>1/2</sup> of Dec. 16. Term 9 Bangs & Co. East. I should said Nelson fail to pay said notes due Jan'y 1/92 or should but fail to pay the same assessed against said Land when due then said Gundell Guardian or his assigns is empowered in his option without notice to said Nelson to declare all the indebtedness secured hereby due & payable whether or by the terms of said notes or not and the Foster said Sec as herein <sup>after</sup> provided.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the day of April 188, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to Cotton Factor in New Orleans, La. for account of the part of the first part. and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity, then the said is to pay said

~~2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part 1/4 of the first part shall fail or refuse to pay the said part 1/4 of the third part, and~~

His assigns the amount of said indebtedness, goods, wares and merchandize, on or before the maturity thereof, and all interest which shall accrue thereon; and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate; and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published

in said County, or by posting advertisements thereof in One or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, ~~goods, wares and merchandise~~, and all interest due thereon; and if there then 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 party of the first part, and his assigns; and if the said party of the first part shall well and truly pay the amount of said indebtedness, ~~goods, wares and merchandise~~, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Matthew Powell Trustee aforesaid.

IN TESTIMONY WHEREOF, the said party of the first part hereunto set his hand and seal, on the day and year first above written.

ALL INTERVIEWING & EXAMINING COMPLETED BEFORE EXECUTION (SEAL.)

(SEAL)

-(SEAL.)

(SEAL.)

Frank F. Welbourn

(SEAL)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, <sup>Circuit</sup> ~~Chancery~~ Clerk

... of the said County, the within named

..... Frank J. Wilbourn ..... who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 8<sup>th</sup> day of December A.D. 1881

*Mr. Allen* Clerk.

**D. C.**

The State of Mississippi, Madison County—ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this ..... day of ..... A.D. 188 .....

D. C.

**Clerk**



Shewn this 10th day of April 1893 before me with wife, that I, Clerk of said County, have seen the said Mrs. Howell and Isaac Wofford, who being first duly sworn, depose and say that the foregoing is a true and correct copy of the original of the said Deed of Trust, as the same was presented to me for record, and that the same was subscribed and sealed by the said parties in the presence of me, the Clerk of said County, and that the same was recorded in the office of the Clerk of said County, on the 14th day of December, A.D. 1891.

FILED for record the 14 day of Decr. A.D. 1891 at 9 o'clock A. M., recorded 18 day of December A.D. 1891  
H. V. Yandell CLERK.  
D. C.

Isaac Wofford

To DEED OF TRUST.

G. R. Kempf

TO INSURE

Trustee.

This Indenture, Made and entered into the 14th day of Decr. A.D. 1891, by and between I, Re Wofford

Mrs B Howell

part y of the first part, and G. R. Kempf

part y of the second part, and Mrs Blanche Howell

part y of the third part, WITNESSETH: That the said part y of the first part is indebted to the part y of the third part in the sum of One hundred & fifty DOLLARS, evidenced by his promissory note of even date due & payable on October 15th 1892

And the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise during the year 1888, to the amount of DOLLARS, from this date until the day of A.D. 1888 the said money, goods, wares and merchandise being for plantation supplies and necessaries and wearing apparel; and that, whereas, the said part y of the first part is desirous of securing to the said part y of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 15th day of Oct. 1892

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 part y of the second part to the said part y of the first part (the receipt whereof is hereby acknowledged), the said part y of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ during the year 1888, or land belonging to or any other land may cultivate during said year. That certain lot of ground lying in the City of Canton Madison County State of Mississippi & fronting on Academy Street 195 feet & running back to the 190 feet bounded on the North by Mandy Lyons lot on the East by Harriet B. B. the lot to the south by Academy Street & on the west by another lot of said I. Wofford also that other certain

lot of land in the City of Canton Madison County State of Mississippi that lot of land conveyed by deed from J. B. Shackelford, admr. to J. B. Shackelford, Dec. 20, 1881, and recorded in Book 19, page 69, of the record for deeds of said County, and above now being constructed on said lot. The said Wofford agrees to keep said house insured and to transfer his policies of insurance to the amt. of his indebtedness to HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the day of A.D. 1888, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to Cotton Factor, in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the part of the first part; and in case said indebtedness is not paid at maturity, then the said I. Re Wofford is to pay said Mrs Blanche Howell 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part y of the first part shall fail or refuse to pay the said part y of the third part, and

her assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part; or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 3 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in 2 or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part y of the third part, and her assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part y of the first part, and her assigns; and if the said part y of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part y of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part y of the third part, or her assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said G. R. Kempf Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part y of the first part hereunto set his hand and seal, on the day and year first above written.

(SEAL.) Isaac Wofford (SEAL.)  
(SEAL.)

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Chancery Clerk of the said County, the within named I. Re Wofford, who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 14 day of Decr. A.D. 1891. H. V. Yandell Clerk.  
(Seal) H. W. Beakham D. C.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and say that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188 D. C. Clerk.

entry paid in full Dec. 30<sup>th</sup> 1897 the balance due \$34.10 was deposited by our agent along in the Canadian Exchange Bank to the credit of Will S. Dowley the owner & holder - W. S. Dowell Printer & Co.

Charles Handy

FILED for record the 7 day of Dec. A.D. 1887 at 9  
o'clock a. M., recorded 18 day of December A.D. 1887

H. E. Vandell Clerk.  
D. C.

To } **DEED OF TRUST.**

W. H. Powell

TO INSURE Trustee.

*This Indenture, Made and entered into the 21<sup>st</sup> day of November*

A.D. 1887, by and between Charles Handy

H. E. Vandell Guardian

part y of the first part, and W. H. Powell

part of the second part, and H. V. Vandell Guardian

part y of the third part, WITNESSETH: That the said part y of the first part is indebted to the part y of the third part in the sum of Seven hundred DOLLARS, evidenced by

his promissory note of even date due one year after date with the time per cent interest & fees  
annually from date & 10% attys fees after maturity.

And that, whereas, the said part ~~of the third part~~ have undertaken and promised to supply the said part ~~of the first part~~ money, goods, wares and merchandize, during the year 188 , to the amount of \_\_\_\_\_ DOLLARS, from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188 the said money, goods, wares and merchandise being for plantation supplies and necessaries and wearing apparel; and that, whereas, the said part ~~y~~ of the first part ~~is~~ desirous of securing to the said part ~~y~~ of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the \_\_\_\_\_ day of \_\_\_\_\_ 188

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 part 3 of the second part to the said part 3 of the first part (the receipt whereof is hereby acknowledged), the said part 3 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 3 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ during the year 188 , on land belonging to or any other land may cultivate during said year

The E/2 S E/4 & S/2 E/2 & E/4 Sec. 23. and the W/2 S W/4 Sec 24. all in Town 10. Range 2 East.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the day of \_\_\_\_\_ A.D. 188\_\_\_\_, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to \_\_\_\_\_ Cotton Factor, in New Orleans, La., for account of the part of the first part \_\_\_\_\_ and the net proceeds to be placed to the credit of the account of the part of the first part \_\_\_\_\_ and in case said indebtedness is not paid at maturity, then the said \_\_\_\_\_ is to pay said

damages in case of non-performance of the allegation therein. If the said party y of the first part shall fail or refuse to pay the said part y of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part y of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part y of the first part, and his assigns; and if the said part y of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part y of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said W. H. Powell Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part 4 of the first part hereunto set his hand and seal, on the day and year first above written.

..(SEAL.)

..(SEAL.)

(SEAL.)

Charles Handy

... (SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Chancery Clerk M. Allen of the said County, the within named Charles Handy who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 21 day of Novr. A.D. 1889 M. Allen Clerk.  
D. C.

The State of Mississippi, Madison County—ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of  
the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_  
whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his  
name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness  
\_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the  
presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188 \_\_\_\_\_

D. C.

**Clerk.**

Wm. Lewis  
Polly Lewis

FILED for record the 15 day of Dec. A.D. 1891 at 10  
o'clock A. M., recorded 18 day of December A.D. 1891

H. H. Vandell CLERK.  
D. C.

To DEED OF TRUST.

Albert Hesdorffer  
TO INSURE Trustee.

L. Hesdorffer

This Indenture, Made and entered into the 14 day of Dec.  
A.D. 1891, by and between Wm. Lewis & his wife Polly  
Lewis

parties of the first part, and Albert Hesdorffer

party of the second part, and L. Hesdorffer

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 One hundred & ninety DOLLARS, evidenced by their promissory note of even date with the indenture due & payable on 1st day of January 1893 A.D.

And that, whereas, the said party of the third part have undertaken and promised to supply the said party of the first part money, goods, wares and merchandise, during the year 1888, to the amount of DOLLARS,

from this date until the day of A.D. 1888 the said money, goods, wares and merchandise being for plantation supplies and necessaries and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of January 1893.

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 party of the first part (the receipt whereof is hereby acknowledged), the said party of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any land may employ during the year 1888, on land belonging to or any other land may cultivate during said year, the lot of land

beginning on the west side of Chambers Street at the corner of Chambers Street & a street running East & West north along said Chambers Street 100 feet thence west 312 feet to a street thence south 100 feet to said street running east & west & thence east along said street running east & west 312 feet to point of beginning together with all houses on said lot & all other improvements & it is agreed & understood by all the parties that the said parties of the first part are to keep the buildings on said lot insured in favor of L. Hesdorffer in the sum of two hundred dollars

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said parties of the first part shall have in Canton, Mississippi, by the 1st day of Janry. A.D. 1893, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the

part of the third part to Cotton Factor in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the parties of the first part;

and in case said indebtedness is not paid at maturity, then the said parties of the first part is to pay said L. Hesdorffer 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated

damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said party of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public

auction, to the highest bidder, for cash, after giving (10) ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in (2) two or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Albert Hesdorffer Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hand & and seals, on the day and year first above written:

(SEAL.) William Lewis (SEAL.)  
(SEAL.) Polly Lewis (SEAL.)

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the within named William Lewis and Polly Lewis who acknowledged that they signed, sealed 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 16th day of December A.D. 1891. E. C. Postell J. P. Clerk.  
D. C.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named, that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188 D. C. Clerk.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named, that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188 D. C. Clerk.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named, that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188 D. C. Clerk.

It is understood and agreed by and between the parties to this deed that should the amount furnished as aforesaid at any time exceed the above said sum of \$190.00 dollars - said excess shall be and the same is hereby secured under this deed of Trust.

Sold and in full July 1st 1893 L. Hesdorffer



W. J. Ewing and  
M. J. Ewing

FILED for record the 17 day of Decr. A.D. 1887 at 8  
o'clock A M., recorded 18 day of Decr. A.D. 1887  
H. V. Vandell CLERK.  
D. C.

To } **DEED OF TRUST.**  
B. L. Roberts Trustee.  
TO INSURE  
Miss State Bank

This Indenture, Made and entered into the 11 day of Decr.  
A.D. 1887, by and between W. J. Ewing & his wife  
M. J. Ewing

part 1st of the first part, and B. L. Roberts  
part y of the second part, and Miss State Bank  
part y of the third part, WITNESSETH: That the said part is of the first part are indebted to the part y of the third part in the sum of  
\$57.50 DOLLARS, evidenced by  
their note date today due Nov 1st 92

And that, whereas, the said part y of the third part have undertaken and promised to supply the said part is of the first part money, goods, wares and merchandise,  
during the year 1887, to the amount of \$60.00 DOLLARS,  
from this date until the 1 day of Nov A.D. 1887 the said money, goods, wares and merchandise being for plantation supplies  
and necessities and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said part y of the third part the  
prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1 day of Nov 1887  
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 part y of the  
second part to the said parties of the first part (the receipt whereof is hereby acknowledged), the said part is of the first part have granted, bargained and sold, and  
by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described  
real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Our entire interest in any  
and all crops of cotton, corn, cotton seed, and all other agricultural products raised by us and any hand we may employ  
during the year 1887, on land belonging to us or any other land we may cultivate during said year. also our  
interest in 1/2 of N E 1/4 Sec 14 T 10 R 5 East This being all the land  
we own in this County of Miss also 1 horse mule color bay age  
10 yrs name Ben being the only mule we own.  
There is no other of any kind on the above property.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in  
trust, nevertheless, upon these terms and conditions, that is to say: That the said part is of the first part shall have in Canton, Mississippi, by the  
day of Decr A.D. 1887, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the  
part is of the first part to Cotton Factor in New Orleans, La., for account of the  
part is of the first part and the net proceeds to be placed to the credit of the account of the part is of the first part;  
and in case said indebtedness is not paid at maturity, then the said is of the first part shall pay said  
25 per cent. of the whole of said indebtedness, which is agreed on as liquidated  
damages in case of non-performance of the allegation therein. If the said part is of the first part shall fail or refuse to pay the said part y of the third part, and  
its assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which  
shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take pos-  
session of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public  
auction, to the highest bidder, for cash, after giving 7 days' notice of the time and place of said sale, by advertising in some newspaper published  
in said County, or by posting advertisements thereof in 7 or more convenient public places, 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 successor of him, shall first pay  
the costs and charges of this Deed, and of said sale, and then pay to the said part y of the third part, and its assigns, the amount of said indebted-  
ness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part is of the first part, and their assigns; and if the said part y of the first part shall well and truly  
pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the  
second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by  
the parties hereunto, that if the said part y of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part y  
of the third part, or its assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as  
if done by the said Roberts Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hands and seal s, on the day and year first above written.  
(SEAL.) W. J. Ewing (SEAL.)  
(SEAL.) M. J. Ewing (SEAL.)

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Member Board of Supervisors of the said County, the within named  
W. J. Ewing and his wife M. J. Ewing who acknowledged that they signed, sealed 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 14<sup>th</sup> day of December A.D. 1887. Jno. T. Luckett Clerk.  
M. B. S. D.C.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of  
the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named one  
whose name Roberts subscribed thereto, sign and deliver the same to the above named one that he, this deponent, subscribed his  
name as a witness thereto, in the presence of the said one and that he saw the other subscribing witness  
Roberts sign the same in the presence of the said one and in the  
presence of each other on the day and year therein named.  
IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this 14<sup>th</sup> day of December A.D. 1887  
D. C. Clerk.

Dec 29 2-2074-1 Min state mkt 13 12 0 1 1

Gas. S. McBride

FILED for record the 10<sup>th</sup> day of Decr. A.D. 1889 at 11:30  
o'clock P. M., recorded 22<sup>nd</sup> day of December A.D. 1889

H. V. Yardell CLERK.

To } **DEED OF TRUST.**

W. J. Mosby  
TO INSURE

Trustee.

This Indenture, Made and entered into the 10<sup>th</sup> day of December  
A.D. 1889, by and between Gas. S. McBride

J. J. Gilman

part y of the first part, and W. J. Mosby

part y of the second part, and J. J. Gilman

part y of the third part, WITNESSETH: That the said part y of the first part is indebted to the part y of the third part in the sum of Six hundred & fifty five  $\frac{37}{100}$  DOLLARS, evidenced by his promissory note of even date with this indenture

And that, whereas, the said part y of the third part have undertaken and promised to supply the said part y of the first part money, goods, wares and merchandise, during the year 1889 to the amount of \_\_\_\_\_ DOLLARS, from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1889 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part y of the first part is desirous of securing to the said part y of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the \_\_\_\_\_ day of \_\_\_\_\_ 1889

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 part y of the second part to the said part y of the first part (the receipt whereof is hereby acknowledged), the said part y of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by \_\_\_\_\_ and any land \_\_\_\_\_ say empty during the year 1889, on land belonging to \_\_\_\_\_ or any other land \_\_\_\_\_ may cultivate during said year

W/2 NW/4 Sec 6 T 9 R 3 East & South half W/2 SW/4 Sec 31 T 10 R 3 East - and that portion of E/2 NE/4 Sec 1 T 9 R 2 East lying east of the Canton & Mooker Bluff Road all of which land being situate in the State of Mississippi & the County of Madison

TO HAVE AND TO HOLD the same unto the said part y of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part y of the first part shall have in Canton, Mississippi, by the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1889, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part y of the third part to \_\_\_\_\_ Cotton Factor, in New Orleans, La., for account of the part y of the first part and the net proceeds to be placed to the credit of the account of the part y of the first part; and in case said indebtedness is not paid at maturity, then the said \_\_\_\_\_ is to pay said

2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the obligation therein. If the said part y of the first part shall fail or refuse to pay the said part y of the third part, and assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said part y of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving Ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places, 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 part y of the second part, or the successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part y of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then shall remain any surplus of the proceeds of said sale, then the said part y of the second part shall pay the same to the said part y of the first part, and his assigns; and if the said part y of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said part y of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part y of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part y of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said W. J. Mosby Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part y of the first part hereunto set his hand and seal, on the day and year first above written.

(SEAL.)

Gas. S. McBride (SEAL.)

(SEAL.)

(SEAL.)

The State of Mississippi, Madison County—ss.

Personally appeared before the undersigned, Chancery Clerk J. S. McBride of the said County, the within named \_\_\_\_\_ who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 10 day of Decr. A.D. 1889.

H. V. Yardell Clerk.

H. W. Blakeman D. C.

The State of Mississippi, Madison County—ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1889

D. C.

Clerk.

Notarized by payment in full Jan'y 14, 1896 J. J. Gilman

Wm Foy and  
Amanda Foy

FILED for record the 5 day of Decr A.D. 1887 at 130  
o'clock P. M., recorded 22<sup>nd</sup> day of December A.D. 1887  
H. V. Vandell CLERK.  
D. C.

To } **DEED OF TRUST.**  
W. J. Mosby  
TO INSURE Trustee.  
J. J. Gilman

This Indenture, Made and entered into this 2<sup>nd</sup> day of December  
A.D. 1887, by and between William Foy and  
Amanda Foy his wife

part 1<sup>st</sup> of the first part, and W. J. Mosby  
part 1<sup>st</sup> of the second part, and J. J. Gilman

part 1<sup>st</sup> of the third part, WITNESSETH: That the said part 1<sup>st</sup> of the first part are indebted to the part 1<sup>st</sup> of the third part in the sum of three hundred & thirty three & 1/3 DOLLARS, evidenced by their promissory note of the same date as this instrument payable twelve  
months after date with interest after maturity at 10 per cent per annum  
And that, whereas, the said part 1<sup>st</sup> of the third part have undertaken and promised to supply the said part 1<sup>st</sup> of the first part money, goods, wares and merchandise, during the year 1887, to the amount of 100 DOLLARS, from this date until the 1<sup>st</sup> day of Jan A.D. 1888 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part 1<sup>st</sup> of the first part are desirous of securing to the said part 1<sup>st</sup> of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of Jan 1888

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 part 1<sup>st</sup> of the second part to the said part 1<sup>st</sup> of the first part (the receipt whereof is hereby acknowledged), the said part 1<sup>st</sup> of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 1<sup>st</sup> of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any  
and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ  
during the year 188 7, and land belonging to or any other land may cultivate during said year Also the  
1/2 of 1/2 of 8 1/4 and 1/2 of 6 1/2 of 5 1/4 Sec 36 T. 10 R. 2 E containing  
80 acres and also the 1/2 of 1/2 of 8 1/4 less 10 acres off north  
end 1) all in Sec 36 T. 10 R. 2 East Madison Co. Mississippi and  
containing 110 acres in all. Also one mare mule name Hit  
one horse name name Aleck

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part 1<sup>st</sup> of the first part shall have in Canton, Mississippi, by the 1<sup>st</sup> day of Jan A.D. 1888, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part 1<sup>st</sup> of the third part to Cotton Factor, in New Orleans, La., for account of the part 1<sup>st</sup> of the first part and the net proceeds to be placed to the credit of the account of the part 1<sup>st</sup> of the first part; and in case said indebtedness is not paid at maturity, then the said part 1<sup>st</sup> of the first part shall pay 2 1/2 per cent of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part 1<sup>st</sup> of the first part shall fail or refuse to pay the said part 1<sup>st</sup> of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in one or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part 1<sup>st</sup> of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part 1<sup>st</sup> of the first part, and these assigns; and if the said part 1<sup>st</sup> of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part 1<sup>st</sup> of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part 1<sup>st</sup> of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said W. J. Mosby Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hand and seal, on the day and year first above written.  
all various alterations and  
interlineations made before (SEAL.) William Foy (SEAL.)  
signature W. J. Mosby (SEAL.) Amanda Foy (SEAL.)  
Wm. J. S. Sessel (SEAL.)

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Chancery Clerk H. V. Vandell of the said County, the within named William Foy and Amanda Foy who acknowledged that they signed, sealed 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 5<sup>th</sup> day of December A.D. 1887. H. V. Vandell Clerk.  
D. C.

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named one whose name one subscribed thereto, sign and deliver the same to the above named one that he, this deponent, subscribed his name as a witness thereto, in the presence of the said one and that he saw the other subscribing witness one sign the same in the presence of the said one and in the presence of each other on the day and year therein named.  
IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this 5<sup>th</sup> day of December A.D. 1887  
D. C. Clerk.

Transferred to A. G. Williams in 1894



B. F. Billingslea

This Indenture, Made and entered into this 7 day of Dec  
A.D. 1891, by and between B. F. Billingslea

And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandises, during the year 188 , to the amount of \_\_\_\_\_ DOLLARS, from this date until the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188 the said money, goods, wares and merchandises being for plantation supplies and necessaries and wearing apparel; and that, whereas, the said party of the first part is desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 7<sup>th</sup> day of Decr. 1882.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: ~~That the said part~~ of the first part shall have in Canton, Mississippi, by the day of ~~the~~ 1<sup>st</sup> ~~of~~ Feb. 188 ~~such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the~~ ~~part~~ of the third part to ~~the~~ Cotton Factor, in New Orleans, La., for account of the ~~part~~ of the first part ~~and the net proceeds to be placed to the credit of the account of the part~~ of the first part; and in case said indebtedness is not paid at maturity, then the said ~~part~~ is to pay said

damages in case of non-performance of the allegation therein. If the said part 3. of the first part shall fail or refuse to pay the said part 3. of the third part, and ~~the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving~~ <sup>it</sup> assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 5 days' notice of the time and place of said sale, by advertising in some newspaper published

in said County, or by posting advertisements thereof in \_\_\_\_\_ or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part 1/3 of the third part, and its assigns, the amount of said indebtedness, ~~goods, wares and merchandise~~, and all interest due thereon; and if there then 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 part 1/3 of the first part, and his assigns; and if the said part 1/3 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or its assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said Roberts Trustee aforesaid.

IN TESTIMONY WHEREOF, the said party of the first part hereunto set ~~his~~ hand and seal, on the day and year first above written.

\_\_\_\_\_(SEAL.) B. F. Billingslea (SEAL.)

\_\_\_\_\_(SEAL.) \_\_\_\_\_ (SEAL.)

The State of Mississippi, Madison County--ss.  
Personally appeared before the undersigned, Chancery Clerk \_\_\_\_\_ of the said County, the within named  
B. F. Billingslea who acknowledged that he signed, sealed and delivered the foregoing Deed  
on the day and year therein mentioned, as his act and deed.  
Given under my hand and official seal, at office, this 7 day of Dec A.D. 1889.  
H. W. Vandell Clerk.  
H. W. Vandell D. C.

The State of Mississippi, Madison County, ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named \_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named \_\_\_\_\_ whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to the above named \_\_\_\_\_ that he, this deponent, subscribed his name as a witness thereto, in the presence of the said \_\_\_\_\_ and that he saw the other subscribing witness \_\_\_\_\_ sign the same in the presence of the said \_\_\_\_\_ and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 188 \_\_\_\_\_

D. C. \_\_\_\_\_ Clerk

A. J. Sneed &  
E. B. Sneed

FILED for record the 1 day of Jan A.D. 1883 nt. 12 05  
o'clock 9 M., recorded 13 day of July A.D. 1881  
H. D. Russell Clerk.  
D. C.

To DEED OF TRUST.

W. H. Powell

TO INSURE

Trustee.

M. J. Weatherly

part of the first part, and

part of the second part, and

part of the third part, WITNESSETH: That the said part of the first part is indebted to the part of the third part in the sum of

Six Hundred & thirty two \$632.00 DOLLARS, evidenced by

the two promissory notes of even date herewith due in one year after date

for \$300.00 & \$332.00 respectively with 10% interest after maturity

And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise,

during the year 188 , to the amount of DOLLARS,

from this date until the day of A.D. 188 the said money, goods, wares and merchandise being for plantation supplies

and necessities and wearing apparel; and that, whereas, the said part of the first part is desirous of securing to the said part of the third part the

prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the day of 188

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 part of the

second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and

by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described

real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any

and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any land may employ

during the year 188 , on land belonging to or any other land may cultivate during said year

and in the City of Canton to-wit: Beginning at the South East Corner of the intersection

of Academy & Union Streets & running thence East 200 feet along the South Side of

Academy Street & thence South 100 feet to the Union Street & thence West 200 feet to the Union Street & thence North along the East

Side of Union Street 100 feet to the place of beginning said lot & agrees to keep same for benefit of said lot &

assigns the buildings on said lot & agrees to keep same for benefit of said lot & assigns the buildings on said lot & agrees to keep same for benefit of said lot &

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in

trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the

day of A.D. 188 , such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the

part of the third part to Cotton Factor in New Orleans, La., for account of the

part of the first part and the net proceeds to be placed to the credit of the account of the part of the first part;

and in case said indebtedness is not paid at maturity, then the said is to pay said

2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated

damages in case of non-performance of the allegation therein. If the said part of the first part shall fail or refuse to pay the said part of the third part, and

assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which

shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take pos-

session of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public

auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper publisher

in said County, or by posting advertisements thereof in one or more convenient public places, 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 successor of him, shall first pay

the costs and charges of this Deed, and of said sale, and then pay to the said part of the third part, and assigns, the amount of said indebted-

ness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part of the first part, and assigns; and if the said part of the first part shall well and truly

pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the

second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by

the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part

of the third part, or assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as

if done by the said W. H. Powell Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part of the first part hereunto set her hand and seal, on the day and year first above written.

All subscriptions & signatures made before

Executive (SEAL.)

(SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Chancery Clerk of the said County, the within named

A. J. Sneed & E. B. Sneed who acknowledged that they signed, sealed 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 13 day of Dec A.D. 1881

H. D. Russell Clerk.

H. D. Russell D. C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of

the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named

whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his

name as a witness thereto, in the presence of the said and that he saw the other subscribing witness

sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188

D. C. Clerk.

It is understood and agreed by and between me & the undersigned that the amount furnished as of and on any time of said 10 & 20 cents said sum of Six hundred & thirty two \$632.00 said Execs shall be and it is so provided hereby as can be seen that clearly having

This property was sold from my 22 and 1881 by this party & with 2 cents per month

Susan J. Handy

FILED for record the 13<sup>th</sup> day of January A.D. 1892 at 10 o'clock A.M., recorded 15<sup>th</sup> day of January A.D. 1892H. D. Fandall CLERK.  
C. H. G. G. G. G. D. C.

## To } DEED OF TRUST.

W. H. Pouncee

TO INSURE

Trustee.

S. B. Pouncee

This Indenture, Made and entered into the 13<sup>th</sup> day of January A.D. 1892, by and between

Susan J. Handy

W. H. Pouncee

S. B. Pouncee

part 1/2 of the first part, and

part 1/2 of the second part, and

part 1/2 of the third part, WITNESSETH: That the said part 1/2 of the first part indebted to the part 1/2 of the third part in the sum of

Two Hundred DOLLARS, evidenced by

Handwritten note of even date due one year after date with 10% interest per annum

And that, whereas, the said part 1/2 of the third part have undertaken and promised to supply the said part 1/2 of the first part money, goods, wares and merchandise,

during the year 1888, to the amount of DOLLARS,

from this date until the day of A.D. 1888 the said money, goods, wares and merchandise being for plantation supplies

and necessities and wearing apparel; and that, whereas, the said part 1/2 of the first part desirous of securing to the said part 1/2 of the third part the

prompt payment of the said indebtedness at the maturity thereof; and the advances and supplies on or before the day of 1888

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 part 1/2 of the

second part to the said part 1/2 of the first part (the receipt whereof is hereby acknowledged), the said part 1/2 of the first part have granted, bargained and sold, and

by these presents do grant, bargain, sell and convey unto the said part 1/2 of the second part, his heirs, executors, administrators and assigns, the following described

real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: entire interest in any

and all crops of cotton, corn, cotton seed, and all other agricultural products raised by and any hand may employ

during the year 1888, on land belonging to or any other land may cultivate during said year

That lot of land in the City of Canton lying south of Centre Street &amp; being the lot described

in Susan J. Handy by O. R. St. Julien in his last will which is of Record in said Court

in the Chancery Clerk's office of Madison Co., Miss. being all the property owned in said

City by said Handy

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in

trust, nevertheless, upon these terms and conditions, that is to say: That the said part 1/2 of the first part shall have in Canton, Mississippi, by the

day of A.D. 1888, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the

part 1/2 of the third part to Cotton Factor, in New Orleans, La., for account of the

part 1/2 of the first part and the net proceeds to be placed to the credit of the account of the part 1/2 of the first part;

and in case said indebtedness is not paid at maturity, then the said part 1/2 of the first part is to pay said

damages in case of non-performance of the obligation therein. 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated

If the said part 1/2 of the first part shall fail or refuse to pay the said part 1/2 of the third part, and

assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which

shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take pos-

session of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public

auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published

in said County, or by posting advertisements thereof in one or more convenient public places, 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 successor of him, shall first pay

the costs and charges of this Deed, and of said sale, and then pay to the said part 1/2 of the third part, and assigns, the amount of said indebted-

ness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part 1/2 of the first part, and assigns; and if the said part 1/2 of the first part shall well and truly

pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the

second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by

the parties hereunto, that if the said part 1/2 of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part 1/2

of the third part, or assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as

if done by the said W. H. Pouncee Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part 1/2 of the first part hereunto set hand and seal, on the day and year first above written.

(SEAL.)

S. J. Handy

(SEAL.)

(SEAL.)

S. B. Pouncee

(SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Chancery Clerk of the said County, the within named

Susan J. Handy who acknowledged that she signed, sealed 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 13<sup>th</sup> day of January A.D. 1892

H. D. Fandall Clerk.

C. H. G. G. G. D. C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of

the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named

whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his

name as a witness thereto, in the presence of the said and that he saw the other subscribing witness

sign the same in the presence of the said and in the

presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 1892

D. C.

Clerk.



sum of Two hundred & twenty six & 16/100 dollars and interest shall be, and the same is hereby secured in and to this deed of trust, satisfaction by giving new Deed of Trust Mrs H. S. Kearney for getting of

<u>A. G. Thompson</u> and <u>Maggie Thompson</u> To: <b>DEED OF TRUST.</b> <u>John J. Silliman</u> TO INSURE <u>Mrs H. S. Kearney</u> Trustee.	FILED for record the <u>27<sup>th</sup></u> day of <u>January</u> A.D. 188 <u>2</u> at <u>11<sup>40</sup></u> o'clock <u>AM</u> , recorded <u>6<sup>15</sup></u> day of <u>Feb</u> A.D. 188 <u>2</u> <u>H. W. Hancock</u> CLERK. <u>R. H. Blawie</u> D. C. This Indenture, Made and entered into the <u>12<sup>th</sup></u> day of <u>January</u> A.D. 188 <u>2</u> , by and between <u>A. G. Thompson &amp; Maggie Thompson</u> <u>his wife</u> parties of the first part, and <u>John J. Silliman</u> party of the second part, and <u>Mrs H. S. Kearney</u> party of the third part, WITNESSETH: That the said parties of the first part <u>are</u> indebted to the party of the third part in the sum of <u>Two hundred &amp; twenty six</u> <u>16/100</u> DOLLARS, evidenced by <u>their promissory note of even date herewith due and payable on or before the first of December 1892, with 10 per cent interest after maturity until paid</u> And that, whereas, the said party of the third part have undertaken and promised to supply the said party of the first part money, goods, wares and merchandise, during the year 188 <u>2</u> , to the amount of <u>                    </u> DOLLARS, from this date until the <u>                    </u> day of <u>                    </u> A.D. 188 <u>2</u> the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said parties of the first part <u>are</u> desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the <u>first day of December</u> 188 <u>2</u> 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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of <u>Madison</u> in the State of Mississippi, to-wit: <u>their</u> entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by <u>themselves</u> and any hands <u>they</u> may employ during the year 188 <u>2</u> , on land belonging to <u>themselves</u> or any other land <u>they</u> may cultivate during said year. <u>Also the following described land to-wit: 1/2 of 6 1/2 of S.E. 1/4 Sec 2, T. 11 Ranges East lying in Madison County State of Mississippi, also one black mare named Mollie 10 years old one bay horse Daisy, 5 years old, one white spotted ex. Bully, one Bessie or Logan, both mares split in one ear smooth crops in other, and one Milburn wagon, all of said above property now in their possession and free from all incumbrances</u> TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said parties of the first part shall have in Canton, Mississippi, by the <u>1<sup>st</sup></u> day of <u>December</u> A.D. 188 <u>2</u> , such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the party of the third part to <u>                    </u> Cotton Factor, in New Orleans, La., for account of the parties of the first part <u>A. G. Thompson &amp; Maggie Thompson</u> and the net proceeds to be placed to the credit of the account of the parties of the first part; and in case said indebtedness is not paid at maturity, then the said <u>A. G. Thompson &amp; Maggie Thompson his wife</u> is to pay said <u>Mrs H. S. Kearney</u> <u>2 1/2</u> per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said party of the third part, and <u>her</u> assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, or then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving <u>10</u> days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in <u>3</u> or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and <u>her</u> assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 <u>themselves</u> assigns; and if the said party of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or <u>her</u> assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said <u>John J. Silliman</u> Trustee aforesaid. IN TESTIMONY WHEREOF, the said parties of the first part hereunto set <u>their</u> hand and seal, on the day and year first above written. <u>(SEAL.)</u> <u>A. G. Thompson</u> (SEAL.) <u>(SEAL.)</u> <u>Maggie Thompson</u> (SEAL.) The State of Mississippi, Madison County-ss. Personally appeared before the undersigned, Chancery Clerk <u>H. P. Lison a Justice of the Peace</u> of the said County, the within named <u>A. G. Thompson &amp; Maggie Thompson his wife</u> who acknowledged that <u>they</u> signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as <u>their</u> act and deed. Given under my hand and official seal, at office, this <u>20<sup>th</sup></u> day of <u>July</u> A.D. 188 <u>2</u> <u>H. P. Lison J.P.</u> Clerk. <u>D. C.</u> The State of Mississippi, Madison County-ss. Personally appeared before the undersigned, Clerk of the Chancery Court, the above named <u>                    </u> one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named <u>                    </u> whose name <u>                    </u> subscribed thereto, sign and deliver the same to the above named <u>                    </u> that he, this deponent, subscribed his name as a witness thereto, in the presence of the said <u>                    </u> and that he saw the other subscribing witness <u>                    </u> sign the same in the presence of the said <u>                    </u> and in the presence of each other on the day and year therein named. IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this <u>                    </u> day of <u>                    </u> A.D. 188 <u>2</u> <u>D. C.</u> Clerk.
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Sets bid in public selling by 44 Mrs H. S. Kearney 17 P.M. 1882

*R. C. Spivy*  
and wife  
*C. G. Spivy*

To } **DEED OF TRUST.**

*John J. Silliman*

TO INSURE

Trustee.

*Mrs H. S. Kearney*

FILED for record the *4<sup>th</sup>* day of *Feb* A.D. 188*2* at *2:10*  
o'clock *P.* M., recorded *6<sup>th</sup>* day of *Feb* A.D. 188*2*

*H. V. Vandell* CLERK.

*H. W. Blakeman* D. C.

This Indenture, Made and entered into the *28<sup>th</sup>* day of *January*

A.D. 188*2*, by and between *R. C. Spivy and his wife*

*C. G. Spivy*

*John J. Silliman*

*Mrs H. S. Kearney*

parties of the first part, and

party of the second part, and

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

*their promissory note of said sum and date herewith with 10 per cent interest after maturity until paid same being borrowed money*

And that, whereas, the said party of the third part have undertaken and promised to supply the said party of the first part money, goods, wares and merchandise, during the year 188*2*, to the amount of *1000* DOLLARS,

from this date until the *28<sup>th</sup>* day of *January* A.D. 188*3* the said money, goods, wares and merchandise being for plantation supplies

and necessities and wearing apparel; and that, whereas, the said parties of the first part *are* desirous of securing to the said party of the third part the

prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the *28<sup>th</sup>* day of *January* 188*3*

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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described

real and personal estate, lying and being in the County of *Madison* in the State of Mississippi, to-wit: *entire interest in any*

and all crops of cotton, corn, cotton seed, and all other agricultural products raised by *any hand* may employ

during the year 188*2*, on land belonging to *or any other land* may cultivate during said year

*W 1/2 of NW 1/4 Sec 16 E 1/2 of Sec 17 E 1/2 of NW 1/4 Sec 20 and W 1/2*

*of NW 1/4 of NW 1/4 Sec 21 all in Township 10 Range 4 East. Containing*

*1280 acres more or less*

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said parties of the first part shall have in Canton, Mississippi, by the *28<sup>th</sup>* day of *January* A.D. 188*2* such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the

party of the third part to *Cotton Factor*, in New Orleans, La., for account of the

part of the first part *R. C. Spivy and C. G. Spivy* and the net proceeds to be placed to the credit of the account of the part of the first part;

and in case said indebtedness is not paid at maturity, then the said *R. C. Spivy and his wife C. G. Spivy* is to pay said

*Mrs H. S. Kearney* *2 1/2* per cent. of the whole of said indebtedness, which is agreed on as liquidated

damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said party of the third part, and

*her* assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which

shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public

auction, to the highest bidder, for cash, after giving *5* days' notice of the time and place of said sale, by advertising in some newspaper published

in said County, or by posting advertisements thereof in *3* or more convenient public places, 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 successor of him, shall first pay

the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and *her* assigns, the amount of said indebted-

ness, goods, wares and merchandise, and all interest due thereon; and if there then 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 *their* assigns, and if the said party of the first part shall well and truly

pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the

second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by

the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party

of the third part, or *her* assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as

if done by the said *John J. Silliman* Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set *their* hand and seal, on the day and year first above written.

(SEAL.)

(SEAL.)

*R. C. Spivy*

*C. G. Spivy*

(SEAL.)

(SEAL.)

The State of Mississippi, Madison County—ss.

Personally appeared before the undersigned, Chancery Clerk *Member Board of Supervisors* of the said County, the within named

*R. C. Spivy and C. G. Spivy* who acknowledged that *they* signed, sealed 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 *4<sup>th</sup>* day of *February* A.D. 188*2* *F. D. Coleman M. C. Clerk.*

D. C.

The State of Mississippi, Madison County—ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named *one of*

the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named

whose name *subscribed* thereto, sign and deliver the same to the above named *that he, this deponent, subscribed his*

name as a witness thereto, in the presence of the said *and that he saw the other subscribing witness*

*sign the same in the presence of the said* and in the

presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this *4<sup>th</sup>* day of *February* A.D. 188*2*

D. C.

Clerk.

It is understood and agreed by and between the parties to this deed that the amount furnished as aforesaid at any time advanced to the above said parties of the first part shall be paid to the said party of the third part in full of the indebtedness hereinbefore mentioned and no other payment shall be required of the said parties of the first part.

Gabe Thompson

and wife

Easter Thompson

To } DEED OF TRUST.

John J. Silliman

TO INSURE

Trustee.

Mrs H. S. Kearney

part 7 of the first part, and

part 7 of the second part, and

part of the third part, WITNESSETH: That the said part of the first part is indebted to the part of the third part in the sum of

his note of even date due and payable 15<sup>th</sup> December 1892 DOLLARS, evidenced by

And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 188 , to the amount of DOLLARS,

from this date until the day of A.D. 188 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part of the first part as desirous of securing to the said part of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the day of 188

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 part of the second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said part of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: Their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by them and any hand they may employ during the year 1889, on land belonging to them or any other land they may cultivate during said year

the following described Land 3 1/2 of N 1/2 S 1/4 Sec 2, T 11 Range 5 East one Black horse mule named Robe age 9 years and 20 Acres off S 1/4 N 1/4 of S 1/4 Sec 2, T 11 Range 5 East the following Land being and lying in Madison County Mississippi

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the day of A.D. 188 , such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the

part of the third part to Cotton Factor, in New Orleans, La., for account of the part of the first part and the net proceeds to be placed to the credit of the account of the parties of the first part;

and in case said indebtedness is not paid at maturity, then the said 1st Party is to pay said 2nd Party 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated

damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said part of the third part, and

he assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public

auction, to the highest bidder, for cash, after giving ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part of the third part, and he assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part of the first part, and he assigns; and if the said part of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the

second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party

of the third part, or he assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said John J. Silliman Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part of the first part hereunto set their hand and seal, on the day and year first above written.

(SEAL.)

(SEAL.)

Gabriel Thompson (SEAL.)

Easter Thompson (SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court of the said County, the within named Gabriel Thompson &amp; Easter Thompson his wife who acknowledged that they signed, sealed 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 20<sup>th</sup> day of February A.D. 1892 J. P. Linn Jr. Clerk.

D. C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposed and said that he saw the above named

whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness

sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188

D. C.

Clerk.

It is understood and agreed by and between the parties to this deed that should the amount furnished as aforesaid at any time exceed the above said sum of sixty six dollars and eighty cents shall be paid the same is hereby secured under this deed of trust. Mrs H. S. Kearney as Trustee.

Sixty six in full Feb 21 94 Mrs H. S. Kearney as Trustee



Watson Gaither

and wife

Annie Gaither

To } DEED OF TRUST.

John J. Silliman

TO INSURE

Trustee.

Mrs. H. S. Kearney

FILED for record the 30<sup>th</sup> day of January A.D. 1882 at 12 o'clock A.M., recorded 8<sup>th</sup> day of Feb. A.D. 1882

H. V. Yau Bell CLERK.

H. W. Blackman D. C.

This Indenture, Made and entered into the 26<sup>th</sup> day of January

A.D. 1882, by and between Watson Gaither and his wife

Annie Gaither

part 1<sup>st</sup> of the first part, and

John J. Silliman

part 7 of the second part, and

Mrs. H. S. Kearney

part 7 of the third part, WITNESSETH: That the said parties of the first part are indebted to the part 7 of the third part in the sum of

One hundred &amp; Ten DOLLARS, evidenced by

their promissory note of even tenor and date herewith (for borrowed money) with 10 per cent interest after maturity until paid

And that, whereas, the said part of the third part have undertaken and promised to supply the said part of the first part money, goods, wares and merchandise, during the year 1882, to the amount of DOLLARS,

from this date until the day of A.D. 1882 the said money, goods, wares and merchandise being for plantation supplies

and necessities and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said part 7 of the third part the

prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of November 1882

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 parties of the

second part to the said part of the first part (the receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and

by these presents do grant, bargain, sell and convey unto the said part 7 of the second part, his heirs, executors, administrators and assigns, the following described

real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: their entire interest in any

and all crops of cotton, corn, cotton seed, and all other agricultural products raised by them and any hand they may employ

during the year 1882, on land belonging to them or any other land they may cultivate during said year

(Also their undivided one eighth (1/8) interest in following described land

To-wit: 1/2 Sec 35 T12 R5 Eash and 1/2 Sec 11 Eash off N end of 1/2

same and 1/2 Sec 11 Eash off N end of 1/2

same and 1/2 Sec 11 Eash off N end of 1/2

same and 1/2 Sec 11 Eash off N end of 1/2

same and 1/2 Sec 11 Eash off N end of 1/2

same and 1/2 Sec 11 Eash off N end of 1/2

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same and 1/2 Sec 11 Eash off N end of 1/2

same and 1/2 Sec 11 Eash off N end of 1/2

**Clerk.**

The State of Mississippi, Madison County-ss.  
Personally appeared before the undersigned, Clerk of the <sup>Chancery</sup> Court, the above named J. S. Ewing one of  
the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named Beltie Henry  
whose name is subscribed thereto, sign and deliver the same to the above named W. D. Powell that he, this deponent, subscribed his  
name as a witness thereto, in the presence of the said Beltie Henry and that he saw the other subscribing witness  
Powers Simmons sign the same in the presence of the said Beltie Henry and in the  
presence of each other on the day and year therein named.  
IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this 2 day of February A.D. 1882  
D. C. Allen Clerk



James O'Brien  
 FILED for record the 22<sup>nd</sup> day of December A.D. 1881 at 12 o'clock P.M., recorded 27<sup>th</sup> day of February A.D. 1882  
 William H. Clerk.  
 D. C.

To } **DEED OF TRUST.**

J. A. McCreary  
 TO INSURE  
 Trustee.

J. M. Allen

This Indenture, Made and entered into the 16<sup>th</sup> day of December A.D. 1881, by and between James O'Brien

part 4 of the first part, and J. A. McCreary

part 4 of the second part, and J. M. Allen

part 4 of the third part, WITNESSETH: That the said part 4 of the first part is indebted to the part 4 of the third part in the sum of Ten Dollars, evidenced by his note of this date and due Jan'y the 1<sup>st</sup> 1893

And that, whereas, the said part 4 of the third part have undertaken and promised to supply the said part 4 of the first part money, goods, wares and merchandise, during the year 1881, to the amount of DOLLARS, from this date until the day of A.D. 1881 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said part 4 of the first part is desirous of securing to the said part 4 of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1<sup>st</sup> day of January 1891

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 part 4 of the second part to the said part 4 of the first part (the receipt whereof is hereby acknowledged), the said part 4 of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part 4 of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: his entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by him and any hand he may employ during the year 1881, on land belonging to him or any other land he may cultivate during said year.

The East 1/2 North West 1/4 lying south of the road leading from Camden to Shreveport containing 40 acres (also 40 acres sold to C. C. O'Brien) also all of the west 1/2 north west 1/4 lying south of the road leading from Camden to Shreveport containing 40 acres more or less North 1/2 west 1/2 of south east 1/4 all in section 16 Township 11 Range 10 East. One yellow Bay about 4 years old named "Bitten" one gray mare 8 years old named "Lion"

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part 4 of the first part shall have in Canton, Mississippi, by the 1<sup>st</sup> day of January A.D. 1881, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part 4 of the third part to Cotton Factor, in New Orleans, La., for account of the part 4 of the first part and the net proceeds to be placed to the credit of the account of the part 4 of the first part; and in case said indebtedness is not paid at maturity, then the said

2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said part 4 of the first part shall fail or refuse to pay the said part 4 of the third part, and his assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving 10 days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in 2 or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part 4 of the third part, and his assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 part 4 of the first part, and his assigns; and if the said part 4 of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part 4 of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part 4 of the third part, or his assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said J. A. McCreary Trustee aforesaid.

IN TESTIMONY WHEREOF, the said part 4 of the first part hereunto set his hand and seal, on the day and year first above written.

(SEAL.)

James O'Brien (SEAL.)

(SEAL.)

(SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Shancery Clerk Justice of the Peace of the said County, the within named James O'Brien who acknowledged that he signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, at office, this 16<sup>th</sup> day of December A.D. 1881. Susan E. Miller Clerk.

D. C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposes and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 188

D. C.

Clerk.

Satisfied in full this 7th day July 1893 J. M. Allen

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FILED for record the 15<sup>th</sup> day of February A.D. 1882 at 3 o'clock P.M., recorded 27<sup>th</sup> day of February A.D. 1882

*H. B. Miller*  
*L. B. Miller*

CLERK.  
D. C.

To DEED OF TRUST.

*J. A. Flemming*  
Trustee.  
*E. H. Melvin*

TO INSURE

This Indenture, Made and entered into the 28<sup>th</sup> day of January A.D. 1882, by and between *H. B. Miller* and *Wife L. B. Miller*

part *1<sup>st</sup>* of the first part, and *J. A. Flemming*

part *4* of the second part, and *E. H. Melvin*

part *4* of the third part, WITNESSETH: That the said parties of the first part were indebted to the part *4* of the third part in the sum of *Two hundred and twenty five 200* DOLLARS, evidenced by *their note of this date payable on the 1<sup>st</sup> day of November 1892 with 10% interest after maturity until paid*

And that, whereas, the said party of the third part have undertaken and promised to supply the said parties of the first part money, goods, wares and merchandise, during the year 1882, to the amount of *Twenty five 25* DOLLARS, from this date until the *1<sup>st</sup>* day of *November* A.D. 1882 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said part *4* of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the *1<sup>st</sup>* day of *November* 1882

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 receipt whereof is hereby acknowledged), the said party of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of *Madison* in the State of Mississippi, to-wit: *their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by them and any hand they may employ during the year 1882, on land belonging to them or any other land they may cultivate during said year.*

*One Black man named Bird and the 1/2 East 1/2 of North East 1/4 of 30 acres off north end of 1/2 of North East 1/4 of North East 1/4 All in Section Three (3) Township Four Range 4 East*

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said part of the first part shall have in Canton, Mississippi, by the *1<sup>st</sup>* day of *November* A.D. 1882, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the part of the third part to *Cotton-Factor* in New Orleans, La., for account of the parties of the first part and the net proceeds to be placed to the credit of the account of the parties of the first part; and in case said indebtedness is not paid at maturity, then the said *1<sup>st</sup>* parties is to pay said *2<sup>nd</sup> party* 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said part *4* of the third part, and *his* assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving *10* days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in *2* or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said part *4* of the third part, and *his* assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 *their* assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said part *4* of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said part of the third part, or *his* assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said *J. A. Flemming* Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set *their* hand and seal, on the day and year first above written.

(SEAL.) *H. B. Miller* (SEAL.)  
(SEAL.) *L. B. Miller* (SEAL.)

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Chancery Clerk *Justice of the Peace* of the said County, the within named *H. B. Miller & Wife L. B. Miller* who acknowledged that *they* signed, sealed 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 *28<sup>th</sup>* day of *January* A.D. 1882 *Sam. L. Miller Jr.* Clerk.  
D.C.

The State of Mississippi, Madison County-ss.

Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the above named that he, this deponent, subscribed his name as a witness thereto, in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and in the presence of each other on the day and year therein named.

IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this day of A.D. 1882  
D. C. Clerk.

It is understood and agreed by and between the parties to this deed, that should the amount furnished as aforesaid, at any time exceed the above said sum of one thousand dollars, said excess shall be and the same is hereby secured under this deed of Trust - Selected & cancelled in full 12/6/92 J. H. Hines

<p><i>Gus Horner</i> <i>Ann Horner</i></p>		<p>FILED for record the <u>23<sup>rd</sup></u> day of <u>July</u> A.D. 188<u>2</u> at <u>7</u> o'clock <u>PM</u>, recorded <u>100</u> day of <u>July</u> A.D. 188<u>2</u></p> <p><u>John H. Hines</u> CLERK.</p> <p><u>W. H. Hines</u> D. C.</p>	
<p>To <b>DEED OF TRUST.</b></p> <p><i>G. B. Pratt</i></p> <p>TO INSURE Trustee.</p> <p><i>John H. Hines</i></p>		<p>This Indenture, Made and entered into the <u>23<sup>rd</sup></u> day of <u>July</u> A.D. 188<u>2</u>, by and between <u>Gus Horner &amp; Ann Horner</u></p>	
<p>part <u>1<sup>st</sup></u> of the first part, and <u>G. B. Pratt</u></p>		<p>part <u>4</u> of the second part, and <u>John H. Hines</u></p>	
<p>part <u>4</u> of the third part, WITNESSETH: That the said parties of the first part <u>are</u> indebted to the party of the third part in the sum of <u>Five hundred and Twenty Eight (28)</u> DOLLARS, evidenced by <u>their promissory note of same date with this deed of Trust</u></p>		<p>And that, whereas, the said party of the third part have undertaken and promised to supply the said parties of the first part money, goods, wares and merchandise, during the year 188<u>2</u>, to the amount of <u>One hundred &amp; twenty</u> DOLLARS, from this date until the <u>1<sup>st</sup></u> day of <u>Nov</u> A.D. 188<u>2</u> the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said parties of the first part <u>are</u> desirous of securing to the said party of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the <u>1<sup>st</sup></u> day of <u>Nov</u> 188<u>2</u></p>	
<p>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 receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of <u>Madison</u>, in the State of Mississippi, to-wit: <u>their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by them and any hands they may employ during the year 1882, on land belonging to John H. Hines or any other lands</u></p> <p><u>Also a certain lot of land situated in the City of Canton Madison Co. Miss. bounded on the East by a lot formerly owned by Mrs. Otto on the West by on O'Neals on South by a lot owned by Thomas J. Gray on the North by a street running East &amp; West dividing the above land from a lot owned by Mrs. Otto in his life time containing about 1/2 of an acre &amp; more particularly described as follows: South side of Otto street on Georges Map also on one map more more named "Reas" &amp; given del. Wm. H. Hines &amp; made named "Mellie" 7 years old also on one sketch sold 5 years old named "Lillie" Wm. Hines &amp; given del. Wm. Hines</u></p>			
<p>TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said parties of the first part shall have in Canton, Mississippi, by the <u>1<sup>st</sup></u> day of <u>November</u> A.D. 188<u>2</u>, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said-cotton-to-be-shipped-by-the party of the third part to <u>John H. Hines</u> Cotton-Factor, in New Orleans, La., for account of the party of the first part and the net-proceeds to be placed to the credit of the account of the party of the first part; and in case said indebtedness is not paid at maturity, then the said <u>John H. Hines</u> is to pay said <u>2 1/2</u> per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said party of the third part, and assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate, and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving <u>one</u> days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in <u>one</u> or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said party of the third part, and <u>him</u> assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 <u>their</u> assigns and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said party of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said party of the third part, or <u>him</u> assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said <u>G. B. Pratt</u> Trustee aforesaid.</p>			
<p>IN TESTIMONY WHEREOF, the said parties of the first part hereunto set <u>their</u> hands and seals, on the day and year first above written.</p> <p><u>John H. Hines</u> (SEAL.) <u>Gus &amp; Ann Horner</u> (SEAL.)</p> <p><u>John H. Hines</u> (SEAL.) <u>Ann Horner</u> (SEAL.)</p>			
<p>The State of Mississippi, Madison County-ss.</p> <p>Personally appeared before the undersigned, Chancery Clerk <u>John H. Hines</u> of the said County, the within named <u>Gus &amp; Ann Horner</u> who acknowledged that <u>they</u> signed, sealed and delivered the foregoing Deed, on the day and year therein mentioned, as <u>their</u> act and deed.</p> <p>Given under my hand and official seal, at office, this <u>23</u> day of <u>July</u> A.D. 188<u>2</u></p> <p><u>W. H. Hines</u> Clerk. <u>W. H. Hines</u> D. C.</p>			
<p>The State of Mississippi, Madison County-ss.</p> <p>Personally appeared before the undersigned, Clerk of the Chancery Court, the above named <u>John H. Hines</u> one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, deposeth and saith that he saw the above named <u>John H. Hines</u> whose name subscribed thereto, sign and deliver the same to the above named <u>John H. Hines</u> that he, this deponent, subscribed his name as a witness thereto, in the presence of the said <u>John H. Hines</u> and that he saw the other subscribing witness <u>John H. Hines</u> sign the same in the presence of the said <u>John H. Hines</u> and in the presence of each other on the day and year therein named.</p> <p>IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this <u>23</u> day of <u>July</u> A.D. 188<u>2</u></p> <p><u>W. H. Hines</u> Clerk.</p>			



Submitted by order within three days with James attached in my office by Ruby 5788

Aaron James  
and  
Caroline James  
To **DEED OF TRUST.**  
Ho. H. Pepper  
TO INSURE  
William Bone  
Trustee.

FILED for record the 12 day of January A.D. 1889 at 8 o'clock A M., recorded 1st day of March A.D. 1889  
Ho. V. Chandler CLERK.  
Ho. W. Bladman D. C.

parties of the first part, and Ho. H. Pepper  
party of the second part, and William Bone  
parties of the third part, WITNESSETH: That the said parties of the first part are indebted to the parties of the third part in the sum of One hundred + two + 90¢ DOLLARS, evidenced by their Note of this date due Nov 1st 1892

And that, whereas, the said parties of the third part have undertaken and promised to supply the said parties of the first part money, goods, wares and merchandise, during the year 1889, to the amount of Fifty DOLLARS, from this date until the 1st day of Nov A.D. 1889 the said money, goods, wares and merchandise being for plantation supplies and necessities and wearing apparel; and that, whereas, the said parties of the first part are desirous of securing to the said parties of the third part the prompt payment of the said indebtedness at the maturity thereof, and the advances and supplies on or before the 1st day of Nov 1889  
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 parties of the second part to the said parties of the first part (the receipt whereof is hereby acknowledged), the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, his heirs, executors, administrators and assigns, the following described real and personal estate, lying and being in the County of Madison in the State of Mississippi, to-wit: their entire interest in any and all crops of cotton, corn, cotton seed, and all other agricultural products raised by themselves and any hand they may employ during the year 1889, on land belonging to themselves or any other land they may cultivate during said year

A tract of Land described as the South east quarter of South east quarter (S.E. 1/4 of S.E. 1/4) Section Two (23 Township Eleven (11) Range Three (3) East.  
Two young mares named Lucy & Molly  
one brown colt named Wagner

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, executors, administrators and assigns, and the successor of him forever; in trust, nevertheless, upon these terms and conditions, that is to say: That the said parties of the first part shall have in Canton, Mississippi, by the 1st day of Nov A.D. 1889, such an amount of Cotton as will fully pay off the indebtedness incurred therein, said cotton to be shipped by the parties of the third part to Cotton Factor, in New Orleans, La., for account of the parties of the first part, and the net proceeds to be placed to the credit of the account of the parties of the first part; and in case said indebtedness is not paid at maturity, then the said parties is to pay said 2 1/2 per cent. of the whole of said indebtedness, which is agreed on as liquidated damages in case of non-performance of the allegation therein. If the said parties of the first part shall fail or refuse to pay the said parties of the third part, and their assigns the amount of said indebtedness, goods, wares and merchandise, on or before the maturity thereof, and all interest which shall accrue thereon, and the cost and charges of this Deed, then the said party of the second part, or the successor of him may, and shall, enter into and take possession of said real and personal estate; and sell the same, or so much thereof as may be necessary, before the door of the Court-house in the City of Canton, at public auction, to the highest bidder, for cash, after giving ten days' notice of the time and place of said sale, by advertising in some newspaper published in said County, or by posting advertisements thereof in two or more convenient public places, 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 successor of him, shall first pay the costs and charges of this Deed, and of said sale, and then pay to the said parties of the third part, and their assigns, the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon; and if there then 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 their assigns; and if the said parties of the first part shall well and truly pay the amount of said indebtedness, goods, wares and merchandise, and all interest due thereon, and the costs and charges of this Deed, then the said party of the second part shall enter satisfaction of this Deed upon the record thereof, and the same thenceforward shall be null and void. It is further understood and agreed by the parties hereunto, that if the said parties of the second part shall, from any cause, fail to perform the duties of Trustee as aforesaid, then in that case the said parties of the third part, or their assigns shall, in writing, appoint another Trustee in his place, whose actings and doings in the premises shall be as binding as if done by the said H. H. Pepper Trustee aforesaid.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hand and seal, on the day and year first above written.  
(SEAL.) Aaron James (SEAL.)  
(SEAL.) Caroline James (SEAL.)

The State of Mississippi, Madison County--ss.  
Personally appeared before the undersigned, Clerical Clerk Maya Fredericka Griffith of the said County, the within named Aaron James and Caroline James who acknowledged that they signed, sealed 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 11th day of January A.D. 1889 B. W. Cotton Clerk.  
Mayor of Canton D. C.

The State of Mississippi, Madison County--ss.  
Personally appeared before the undersigned, Clerk of the Chancery Court, the above named one of the subscribing witnesses to the foregoing Deed, who being first duly sworn, depose and saith that he saw the above named one whose name one subscribed thereto, sign and deliver the same to the above named one that he, this deponent, subscribed his name as a witness thereto, in the presence of the said one and that he saw the other subscribing witness one sign the same in the presence of the said one and in the presence of each other on the day and year therein named.  
IN TESTIMONY WHEREOF, Witness my hand and the seal of said Court, this 11th day of January A.D. 1889 B. W. Cotton Clerk.  
D. C.