

examination, separate and apart from her said husband acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband.

Witness my hand and seal this the 25<sup>th</sup> day of January 1843.

J. M. Hart J.P.

Wash Brown } Received for Record February 18<sup>th</sup> AD 1843 at 4<sup>30</sup>  
D. Deed of Trust }  
W. S. Foose Jr. } Recorded February 28<sup>th</sup> AD 1843.  
Trustee }

Know all men by these presents that this indenture made and entered into this 18<sup>th</sup> day of February AD 1843 by and between Wash Brown of the first part Henry S. Foose Jr. or his successor of the second part and Geo. Brown of the third part is to witness. That whereas Wash Brown has made a note to Guilford Nicholson and George Brown has become surety thereon as well as co-maker for the sum of fifty dollars now therefore to secure Geo Brown that he shall be reimbursed if he shall pay the same. the said Wash Brown doth by these presents bargain sell & deliver to the said Foose a certain Mule named Kit on the Brown Place in Madison County. to have and to hold the same unto him & his assigns forever. But this deed is made upon the following Conditions, that if when the said note becomes due and payable, it shall be paid off and satisfied then this deed & sale to become null and void, but if when the note is due it remains unpaid, then said Foose or in the event of his death or failure from any cause to act, then any one whom the said Geo. Brown shall request to act shall sell said mule at private sale or before the Court house door of Madison County at auction said mule for cash without advertisement. and from the proceeds shall pay said note & reimburse the said Geo Brown if he shall have paid it & pay the costs of the execution of this deed in trust & commissions of trustee. & the remaining monies shall pay over to the said Wash Brown. It being understood that the said Wash Brown may keep the said mule until said note is due and payable on the first of October AD 1843 unless the trustee Foose or successor shall think the same is about to be disposed of, or taken out of the County in which case he can immediately take possession & sell the same & pay said note.

Given testimony whereof said first party hath hereto set his hand and seal this the 18<sup>th</sup> Feb. 1843.

I acknowledge signature of this within  
Deed of Trust this 13<sup>th</sup> day of December  
AD 1843  
Witness  
George H. Brown

Wash<sup>th</sup> Brown

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, clerk of the Chancery Court of said County, Wash Brown who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of office, at Canton this 1<sup>st</sup> day of February AD 1843  
C. J. Jeffrey clerk

A. D. Sadler and  
Lucie M. Sadler  
To Warrant Deed  
W. Wopson

Received for Record February 1<sup>st</sup> AD 1843 at 10 am  
Recorded February 20<sup>th</sup> AD 1843

The State of Mississippi, Winds County.  
This Deed of Conveyance, Made this 28<sup>th</sup> day of September 1842, between A. D. Sadler and Lucie M. Sadler his wife of the County of Lauderdale and State of Mississippi of the first part, and W. Wopson of the County of Linton and State of Mississippi of the second part; Witnesseth: That the said A. D. Sadler & Lucie M. Sadler, for and in consideration of the sum of One Thousand and fourty Dollars, to them in hand paid, as follows: Five Hundred Dollars in Cash, and W. Wopsons note for Five Hundred & forty dollars due 1<sup>st</sup> of January 1843. have granted, bargained, sold, and conveyed, and do hereby grant, bargain, sell and convey, to the said party of the second part a certain tract of Land situated in the County of Madison and State of Mississippi, Namely: The West half of the South East quarter of section 22, and the 1/2 of North West quarter of section 27 1/2 Township 8 Range 2 East comprising One hundred & sixty Acres, and situated near Calhoun Station. To have and to hold, the above described premises, with the appurtenances, to the said party of the second part, and his heirs. And the said parties of the first part; covenant with the party of the second part that they will warrant and forever defend the title of the same to the party of the second part, and his heirs, and the said parties of the first part, covenant with the party of the second part, that they will warrant and forever defend the title of the same to the party of the second part and his heirs of the alienies under him free from and against the right title or claim of A. D. Sadler & Lucie M. Sadler and their heirs, and from all and every person or persons whosoever, both at law and equity.

Our testimony of which, the parties of the first part have hereunto put our names and seals this day and year first above written.

A. D. Sadler  
Lucie M. Sadler

The State of Mississippi

Winds County's Personally appeared before me, the under-  
 signed Mayor of Jackson & Ex. off. Justice of the Peace in and  
 for said County, the within named W. D. Sadler, who  
 acknowledged that he signed, sealed, and delivered the  
 foregoing Deed of Conveyance on the day and year therein  
 mentioned as his act and deed. Also appeared Lucie  
 M. Sadler wife of the said W. D. Sadler, who after being  
 examined privately and apart from her said husband,  
 acknowledged that she signed, sealed, and delivered  
 the foregoing Deed, as her voluntary act, and freely  
 and for the purposes therein specified, without any fear  
 threat, or compulsion of her said husband.  
 Given under my hand and seal this 28<sup>th</sup> day  
 of September, 1842,  
 Marlow Smith Mayor & Ex. off.

Monroe Parker and Emanuel Coleman } Received for Record February 1<sup>st</sup> AD 1843 at 2 P.M.  
 J. R. Powell Trustee } Recorded February 21<sup>st</sup> AD 1843

This Deed of Trust made and entered  
 into this the 25<sup>th</sup> day of January AD 1843 between Monroe  
 Parker and Emanuel Coleman parties of the first part  
 and Robert Powell party of the second part and J. R.  
 Powell Trustee. Witnesses: That the said parties of the first  
 part are indebted to said second party in the sum of seven  
 hundred and seventy five dollars as evidenced by their  
 promissory note for that amount, of even date with this  
 instrument payable to Robert Powell or order on the  
 first day of November A.D. 1843, with ten per cent interest  
 per annum from date, and being desirous to secure the  
 prompt payment of said sum of money, now therefore  
 the said first parties bargain sell alien and convey the  
 following described property situated and being in Mad-  
 ison County, State of Mississippi to wit, Two Bay mare  
 Mules, One cream colored horse, One Mouse colored horse  
 Mule, One Black Mare Mule, One Mouse colored mare Mule  
 one bay horse mule, also all crops of cotton, corn, peas, po-  
 tatoes raised or to be raised by them or anyone under their  
 employ: on the Blake Tim Nicholson Place near Livingston  
 during the year AD 1843, unto the said J. R. Powell Trustee  
 and his heirs and assigns forever, and if on the first day  
 of November A.D. 1843 the said indebtedness shall not have  
 been fully discharged, it shall be lawful for the said  
 J. R. Powell Trustee or any one he or the said Robert Powell  
 may appoint or either of their executors if they have one, to  
 seize wherever found and wherever may be necessary the above  
 described property and to sell it after giving five days no-  
 tice by posting on the door of the Court House at Canton



Madison County Mississippi, at public outcry to the highest bidder for cash, and out of the proceeds of said to pay said sum of money as due to said second party. Nevertheless if the said indebtedness shall be fully discharged before the maturity of said note then this instrument to void otherwise to remain in full force and effect.

Witness our hands and seals this the 25<sup>th</sup> of Jan 1873.

Omanuel Coleman  
Monroe Parker

(State of Mississippi) Madison County } This day personally appeared before the undersigned, clerk of the Chancery Court of said County Omanuel Coleman who acknowledged that he executed, signed, sealed and delivered the above Deed of Trust on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of office at Canton this 30<sup>th</sup> day of January A.D. 1873. E. J. Jeffrey clerk

(State of Mississippi) County of Madison } This day personally appeared before the undersigned, clerk of the Chancery Court of said County, Monroe Parker who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of office at Canton this 1<sup>st</sup> day of Feb'y A.D. 1873. E. J. Jeffrey clerk  
O. W. Luterules D.C.

Monroe Parker } Received for Record February 10<sup>th</sup> A.D. 1873 at 2:15 P.M.  
Do: Deed of Trust }  
J. R. Powell Trustee } Recorded February 20<sup>th</sup> A.D. 1873.

This Deed of Trust made this the first day of February A.D. 1873 by Monroe Parker to J. R. Powell to secure Samuel Loeb & Co. Merchants of Canton, Mississippi, in the payment of Five hundred Dollars this day obtained in the shape of supplies from the said Samuel Loeb & Co. as evidenced by the promissory note of said Monroe Parker for five hundred dollars of even date with this instrument payable on the first of November next to Samuel Loeb & Co. or order: Do to witness: that in consideration of said indebtedness incurred upon a promise to make this instrument, the said first party hereby grants bargains sells, assigns, and conveys to the said second party above named for the uses and purposes herein named, the following described property, all the crops of cotton, corn, peas, potatoes and of all other kinds raised or to be raised by the said Monroe Parker or any one under his employ or for his use or benefit during the year A.D. 1873 in the Blake Turn



Nicholson Place near Livingston in Madison County Mississippi, or during any other year until the above indebtedness shall be fully discharged. And if on the first day of November A.D. 1843, the said indebtedness shall not have been fully discharged, it shall be lawful for the said second party, or any one he or the said third party, or the executor or administrator of said third party; or the surviving partner of said third partner if he have any, may appoint to seize wherever found and however may be necessary, and to sell at the Court house door of the County of Madison, State of Mississippi, at public outcry to the highest bidder for Cash after five days notice in writing posted at said Court house door, the above described property and to apply the proceeds to the liquidation of the above described indebtedness. Nevertheless if the said first party shall and well and truly pay the above indebtedness at maturity then this instrument to be void and of none effect otherwise to remain in full force effect.

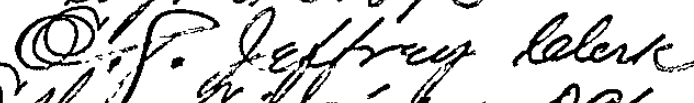

Witness my hand and seal this the 1<sup>st</sup> day of February A.D. 1843.

Monroe <sup>his</sup> Parker 

State of Mississippi }  
County of Madison }

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, Monroe Parker who acknowledged that he executed, signed, sealed, and delivered the above Deed on the day and year aforesaid and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of office, at Canton this 1<sup>st</sup> day of Feb'y. A.D. 1843

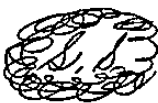
 Clerk  
 Secy.

Step Johnson Sr. } Received for Record February 3<sup>rd</sup> A.D. 1843 at 2 P.M.  
Trs Deed of Trust }  
J. L. Averitt. } Reordered February 21<sup>st</sup> A.D. 1843

Whereas, I have rented from J. L. Averitt for the year A.D. 1843 thirty acres of land, being part of the Averitt plantation situated in the County of Madison and for which I agree to pay rent as follows, to wit: Three dollars per acre, I have also agreed to cultivate the land in a proper manner; to keep open all ditches and to keep the fences bordering on same in fit condition to turn stock and for any default on my part the said J. L. Averitt is authorized to employ labor to do the same for which I agree to pay. And whereas, I desire to procure during the year 1843, from said J. L. Averitt advances in money etc., for the purpose of cultivating said land to the amount of Five Hundred Dollars, and for the payment of which

said advances, the said J. L. Averitt has a lien, created by the act of February 18<sup>th</sup>, 1867, upon all the crops of cotton, corn and other products raised upon said land, and whereas, the said J. L. Averitt desires to secure the payment of the rent and advances aforesaid and the faithful performance of this contract and to that end, in addition to the lien given by the Statute aforesaid I agree and covenant that all the crops of corn, cotton, and other products raised on said land in the year 1873, and also the following other personal property: to wit: One Mare Mule Mary by name &c and the same is hereby mortgaged, and pledged and subjected to a lien in favor of the said J. L. Averitt for the payment of said rent and advances and the faithful performance of this contract. And, I bind myself to cultivate, gather and put into marketable condition as soon as practicable my whole crop of cotton, and deliver as fast as baled to said J. L. Averitt to be sold by him in Canton, the net proceeds to be applied by J. L. Averitt to payment of my indebtedness to him. Now if I should in all things comply with my obligations aforesaid, then this deed to be void, But if I fail to comply with the conditions thereof, then it is agreed that R. W. Palmer acting as Trustee and Agent of both Contracting parties herein is authorized and empowered to seize all the property above enumerated, and to sell the same by public or private sale at such time and place as he may see fit, to pay any amount due on this contract, and any balance left after satisfying the debt to be paid over to me, Step Johnson Sr. And the said Trustee is further empowered to employ labor to pick the cotton, in case I fail to do so at the proper time charging me for the same.

Given under my hand and seal this 1<sup>st</sup> day of Jan. 1873.

Step <sup>his</sup> Johnson Sr. 

The State of Mississippi  
Madison County

This day personally appeared before me, O. J. Jeffrey clerk of the Chancery Court in and for said County, the within named Step Johnson Sr. and acknowledged that he signed, sealed and delivered the foregoing for the purposes set forth.

Given under my hand and seal this 3<sup>rd</sup> day of Feb<sup>r</sup> February 1873

O. J. Jeffrey clerk  
O. W. Lutzwick, D.C.



Step Johnson Jr.  
And Rose Brown  
To a Deed of Trust  
J. L. Averitt

Received for Record February 3<sup>rd</sup> AD 1873 at 2 P.M.  
Recorded February 21<sup>st</sup> AD 1873.

Whereas, We have rented from J. L. Averitt for the year AD 1873 Thirty acres of land being part of the

Averitt plantation situated in the County of Abbeville, and for which we agree to pay rent as follows, to wit: four dollars per acre, we have also agreed to cultivate the land in a proper manner to keep open all ditches and to keep the fences bordering on same in fit condition to turn stock and for any default on our part the said J. L. Averitt is authorized to employ labor to do the same for which we agree to pay. And, whereas, we desire to procure during the year 1873 from said J. L. Averitt advances in money, &c. for the purpose of cultivating said land to the amount of Five Hundred Dollars, and for the payment of which said advances, the said J. L. Averitt has a lien created by the act of February 18<sup>th</sup> 1864. upon all the crops of cotton, Corn and other products raised upon said land. And whereas the said J. L. Averitt desires to secure the payment of the rent and advances aforesaid and the faithful performance of this contract, and to that end, in addition to the lien given by the Statute aforesaid we agree and covenant that all the crops of corn, cotton, and other products raised on said land in the year 1873, and also the following other personal property, to wit: One Black Mare Mule, "Mary" by name. One black horse mule "Jack" by name, be and the same is hereby mortgaged, and pledged, and subjected to a lien in favor of the said J. L. Averitt for the payment of said rent and advances and the faithful performance of this contract. And We bind ourselves to cultivate, gather put into marketable condition as soon as practicable our whole crop of cotton, and deliver as fast as baled to said J. L. Averitt to be sold by him in Auction, the net proceeds, to be applied by J. L. Averitt to payment of our indebtedness to him. Now if we should in all things comply with our obligations aforesaid, then this deed to be void; But if we fail to comply with the conditions thereof, then it is agreed that P. W. Palmer acting as Trustee and Agent of both Contracting parties herein, is authorized and empowered to seize all the property above enumerated, and to sell the same by public or private sale at such time and place as he may see fit, to pay any amount due on this contract, and any balance left after satisfying the debt to be paid over to us, Step Johnson & Rose Brown. And the said Trustee is further empowered to employ labor to pick the cotton, in case we fail to do so at the proper time charging us for the same.

Given under our hands and seals this 1<sup>st</sup> day of Jan. 1873.

Step<sup>th</sup> Johnson Jr.   
 Rose<sup>th</sup> Brown 

Satisfaction Abbeville 3<sup>rd</sup> Feb 1873  
 J. L. Averitt



The State of Mississippi }  
 Madison County } This day personally appeared before  
 me one E. J. Jeffrey Clerk of the Chancery  
 Court in and for said County, the within named Step Johnson  
 Jr. and Rose Brown, and acknowledged that he signed sealed  
 and delivered the foregoing for the purposes set forth,  
 Given under my hand and seal this 3<sup>rd</sup> day of  
 February 1843.  
 E. J. Jeffrey Clerk  
 E. W. Luttwiler D.C.

Jane B. Johnson } Received for Record February 3<sup>rd</sup> A.D. 1843 at 2.15 P.M.  
 & Robert B. Johnson } Recorded February 21<sup>st</sup> A.D. 1843  
 T. J. Reed  
 Wm. McCulloch

This Indenture made this 31<sup>st</sup> day of January  
 A.D. 1843, by and between Jane B. Johnson and Robert B. Johnson  
 her husband of the first part and William McCulloch a free  
 man of color of the second, witnesseth, that the said parties of  
 the first part for and in consideration of the sum of eight  
 hundred dollars by the said party of the second part to the said  
 Jane B. Johnson in hand paid, have given granted, bargained  
 sold, aliened and conveyed & by these presents do give grant bar-  
 gain sell alien & convey to said party of the second part the East  
 half of the South West quarter of section three Township eleven Range  
 five East, lying & being situate in the County of Madison in the  
 State of Mississippi, To have and to hold said tract or parcel of  
 land unto him the said party of the second part, his heirs and  
 assigns forever. And the said Jane B. Johnson, for her herself  
 her heirs executors and administrators doth hereby covenant and  
 agree to & with the said party of the second part his heirs and  
 assigns forever to warrant and defend the title to said land  
 to the said party of the second part, his heirs and assigns for-  
 ever, free and clear of all mortgages, judgments or other  
 liens and the claims or claims of all and every person or persons  
 whatsoever.

In testimony whereof the said party of the first part have hereto  
 set their respective hands & seals the day & year first herein written,  
 Jane B. Johnson  
 R. B. Johnson

The State of Mississippi }  
 Madison County } Before the undersigned a Justice of the  
 Peace in & for the County aforesaid, person-  
 ally appeared Jane B. Johnson and Robert B. Johnson her hus-  
 band, who acknowledged that they signed sealed and de-  
 livered the foregoing deed on the day & year therein mentioned  
 as their act and deed. And the said Jane B. Johnson on a  
 private examination by me made separate and apart from  
 her said husband, acknowledged that she signed sealed and  
 delivered said deed, as her voluntary act and deed, freely.

without any fear threats or compulsion of her husband.  
Given under my hand and seal this the 29<sup>th</sup> day  
of January A.D. 1843  
Sam'l Milton J.P.

John B. Moore } Received for Record February 3<sup>rd</sup> A.D. 1843 at 2/10  
T. J. Reed } Recorded February 21<sup>st</sup> A.D. 1843  
Nathan Greenwood }

Mississippi Wadsworth County,

This Indenture made this the twenty ninth day of September Eighteen hundred and seventy one between Jno. B. Moore of the first part and Nathan Greenwood of the second part both of the above State and County, Witnesses: that for and in consideration of the sum of five hundred dollars to be paid in two equal instalments to the said Moore for which the said Greenwood has executed his two notes the first due on the first of November next for two hundred and fifty dollars and the second to be paid on the first day of November eighteen hundred and seventy two for two hundred and fifty dollars the notes bearing equal date with this deed without any security except a Lien on the following described lands which is hereby reserved, namely: the south half of the East half of the North East quarter of section thirty township twelve Range five East containing for acres more or less to have and to hold for his own proper use and benefit. the said Moore having bargained and sold the within described lands and does forever warrant and defend the title from himself his heirs and assigns and from the claim of all and every person or persons whatever lawfully claiming the same or any part thereof unto the said Nathan Greenwood his heirs and assigns forever.

Signed sealed and delivered in presence of  
Mollie McCool } Jno. B. Moore  
Frank McCool }

The State of Mississippi }  
Wadsworth County }

Personally appeared before me, Sam'l Milton Justice of the Peace of said County the within named John B. Moore who acknowledged that he signed sealed and delivered the foregoing annexed deed on the day and year therein mentioned as his own act and deed.

Given under my hand and seal this the 10<sup>th</sup> day of Feb'y. A.D. 1843.  
Sam'l Milton J.P.

King Ryan } Received for Record February 30<sup>th</sup> AD 1843 at 11 am.  
 Deed of Trust } Recorded February 21<sup>st</sup> AD 1843  
 Niel and Loeb }

This Deed of Trust made and entered into this 14<sup>th</sup> day of January AD 1843 by and between King Ryan of the first part and Niel & Loeb & Co parties of the second part, all of the County of Madison, State of Mississippi, Witnesseth; That whereas the party of the first part is indebted to the parties of the second part in the sum of One hundred and twenty five Dollars (\$125.00) evidenced by a promissory note bearing even date with these presents, payable to the order of the said second parties on the first day of September 1843, and whereas the parties of the second part have promised and agreed to furnish to the party of the first part provisions and necessary plantation supplies for or during the present year 1843, to the amount of One hundred Dollars, which the said first party promise and agree to pay for by the first day of September, 1843, now in order to secure the prompt and full payment of the aforesaid sum also any other or further sum in which the party of the first part may or shall become indebted to the parties of the second part during said year, the said first party hereby grants bargains and sells unto the said second parties the following property to-wit: One Cow Bay One Corral Mare, and all the crop or crops of every kind or description that may or shall be raised, cultivated or gathered by the party of the first part, or those under his employ, during said year, to have and to hold all the aforesaid property unto them the parties of the second part their heirs executors, administrators and assigns forever, with power of sale in said second parties or ten days notice in case of any failure to comply with the above respecting the payment of the said sum in trust nevertheless and for the following purposes to-wit: If the party of the first part shall well and truly pay the sum above specified and any other sum in which he may or shall become indebted to the parties of the second part during said year and all costs of executing and enforcing this Instrument, then this deed to be void and of no effect otherwise to remain in full force and virtue.

In testimony whereof the party of the first part has hereunto set his hand and affixed his seal this day and year first above written,  
 King Ryan *King Ryan*

The State of Miss.  
 Madison County

Personally appeared before me, J. W. Jenkins, a Justice of the Peace in and for said State



and County. King Ryan and acknowledged that he signed sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as his act and deed.

Witness my hand & seal this 10<sup>th</sup> day of January A.D. 1843

J. W. Jenkins J.P.

Milton Ewing  
By Deed  
Jack Johnson  
and Lucy Johnson

Received for Record February 4<sup>th</sup> A.D. 1843 as  
Recorded February 2<sup>nd</sup> A.D. 1843

This Deed of Conveyance made this 22<sup>nd</sup> day of January A.D. 1843 between Milton E. Ewing of the first part and Jack Johnson and Lucy Johnson of the second part all of the County of Madison and State of Mississippi. Witnesses that the said party of the first part for and in consideration of the sum of Two Hundred and Fifty Dollars to him in hand paid by the parties of the second part, and the further consideration of the two promissory notes of the parties of the second part both of said notes bearing even date with these presents, one of said notes being payable to the order of the party of the first part on the 10<sup>th</sup> day of January A.D. 1844 and the other payable in like manner on the 10<sup>th</sup> day of January A.D. 1845, each of said promissory notes being for the sum of Three Hundred & seventy five Dollars, and to secure the which said promissory notes in the hands of any legal holder thereof, a lien is ever retained upon the lands herein conveyed, has and by these presents the said party of the first part does, grant, bargain, alien sell and convey unto the said parties of the second part their heirs and assigns, a certain tract of land situate in the County of Madison and State of Mississippi, described as the  $\frac{1}{2}$  of  $\frac{1}{2}$  of NW $\frac{1}{4}$  and  $\frac{1}{2}$  of  $\frac{1}{2}$  of NW $\frac{1}{4}$  section 3 township 10 Range 3 East, containing by estimation Eighty acres more or less. To have and to hold the above conveyed land, with all the improvements thereon and all the hereditaments thereto belonging or appertaining to the said parties of the second part their heirs and assigns in fee simple forever. And the said party of the first part covenants and agrees that he will and that his heirs executors and Administrators shall forever warrant and defend the title to the said above conveyed lands to the said parties of the second part their heirs and assigns against any and all claims whatsoever.

In testimony whereof the said party of the first part has hereto affixed his name & seal the day & year first above written.

M. E. Ewing

State of Mississippi  
 Madison County } Personally came before me C. J. Jeffrey  
 Clerk of the Chancery Court in and for  
 said County and State, Milton C. Ewing known to me as  
 the grantor in the foregoing Deed who acknowledged that  
 he signed sealed and delivered the said deed on the day  
 of the date thereof as his act and deed, and for the pur-  
 poses therein stated.  
 Given under my hand and the seal of the said Chan-  
 cery Court this 22<sup>nd</sup> day of January A.D. 1873.  
 C. J. Jeffrey Clerk

Ms. L. Jiggitts } Received for Record February 4<sup>th</sup> A.D. 1873 at 11 am  
 To Quit Claim Deed } Recorded: February 21<sup>st</sup> A.D. 1873  
 Meta Nicholson }

This Indenture made and entered into this fourth day of January A.D. Eighteen Hundred & Twenty-one (1871) between Margaret L. Jiggitts of the County of Madison & State of Mississippi of the first part and Meta Nicholson and children of said County and State of the second part. Witnesses that the said Margaret L. Jiggitts for and in consideration of the sum of Five Hundred Dollars to her in hand paid by the party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remise released and quit claimed and by these presents does remise release and quit claim unto the said party of the second part all the down interest she has in and to that certain piece of Land, lying and being in Section 5 and 8 of Township 8 of Range 1 East, in said County of Madison, situated North of the Canton & Livingston Road and N & E of the Livingston road & Vernon Road and described as follows to wit: Beginning at a Stake in the Livingston & Canton Road East of L. M. Jiggitts Garden thence N 41.50 ch. thence East 10.12 ch. thence North 14.50 ch. thence W. 20.25 ch. thence S. 14.50 ch. thence west 14.40 ch. thence S. 2 1/2 E 8.25 ch. thence S. 22° W 10.50 ch. thence South 45° W 6.50 ch. thence S 13° E 9.00 ch. S 61° E 22.50 ch. thence E. 10.00 ch. to the beginning containing about One hundred and nineteen & one half acres more or less, also a certain lot or lots in Livingston lying and being in the angle of the Canton and Livingston and Livingston and Vernon Roads (the residence of the late Dr. L. M. Jiggitts conveyed to him by Mrs. O. Abridge) To have and to hold the said down tract of land and the said lot or lots in Livingston with all and singular the privileges and appurtenances therewith belonging to her and her children.

In testimony whereof, I have hereunto set my hand and seal this day and date first above written.

Margaret L. Jiggitts

Between 4<sup>th</sup> & 5<sup>th</sup> lines from top  
 1<sup>st</sup> page. Mississippi of  
 inserted before signing

State of Mississippi

Madison County } Before me, Clerk of the Chancery Court  
in and for said County & State, personally appeared, Mrs. Margaret L. Jiggitts whose signature appears to the foregoing and amended Deed, and acknowledged that she signed sealed and delivered the said Deed, as her voluntary act and deed on the day and year therein mentioned.

Given under my hand and seal of said Court this 12<sup>th</sup> day of January A.D. 1871.

D. J. Jeffrey Clerk  
By Scott Field Secy

John Otis Admr }  
To 3 Deed }  
Sarah Woodman }

Filed for Record, this 24<sup>th</sup> day of February A.D. 1873 at 830. Dollars (\$830)  
Recorded, February 24<sup>th</sup> A.D. 1873

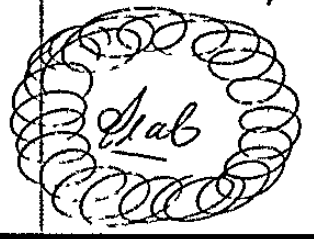
Know all men by these presents, that this Indenture made and entered into this the 8<sup>th</sup> day of A.D. 1872, by and between John Otis Administrator of the Estate of E. W. Woodman, deceased, and Sarah Woodman is to wit:

That whereas at the July Term of the Chancery Court of Madison County held on the 3<sup>rd</sup> day of July A.D. 1872 John Otis Admr was ordered by a decree of said Court on that day made to sell the lands herein after described to the highest bidder for cash, to pay debts of said decedent E. W. Woodman, and whereas at said sale said Sarah Woodman became the highest best and last bidder for cash for the same, she having bid there the sum of four hundred & thirty dollars. Now therefore this instrument is further to witness that for and in consideration of said sum of money said Otis doth by these presents bargain sell alien and convey unto said Sarah Woodman the following described tract or parcel of land lying and being in the County of Madison and State of Mississippi and more fully described as follows viz: 1/2 of the 1/2 of Section thirty two except forty acres on the South end thereof, and the 1/2 of the 1/2 of Section 33 except 55 acres on the east side of the public road, and less forty acres on the South end thereof, all in township nine range one West and said to contain two hundred and fifteen acres be they same more or less, to have and to hold the same unto her the said second parties and her heirs forever together with all the tenements appurtenances and hereditaments thereto belonging.

In testimony whereof he hath hereunto set his hands and seal this 8<sup>th</sup> day of 8<sup>th</sup> A.D. 1872  
John Otis  
Admr Est E. W. Woodman,



The State of Mississippi }  
County of Madison } This day personally appeared before  
the undersigned, Clerk of the Circuit Court of said County John  
Otis Adair Esq of E W Woodman who acknowledged that  
he executed, signed, sealed and delivered the above Deed on  
the day and year aforesaid, and for the purposes therein  
mentioned, as his act and deed.



Given under my hand and seal of Office, at Canton  
this 15<sup>th</sup> day of October A D 1872  
David Piggens Clerk

Sarah Woodman }  
Do } Deed  
Clara E Woodman }

Filed for Record this 24<sup>th</sup> day of February  
A D 1873 at 8:30 O'clock AM  
Recorded February 24<sup>th</sup> A D 1873

Know all men by these Presents that  
this indenture made and entered into this the 10<sup>th</sup> day of  
January A D 1872 by and between Sarah Woodman and  
Clara E Woodman is to witness that in consideration of the  
receipt for the balance due on a certain obligation given by  
the said Sarah Woodman to the said Clara E Woodman for  
Four Thousand Dollars dated September 29<sup>th</sup> A D 1869: which  
balance amounts to Twenty three hundred and fifty Dollars. Now  
therefore this instrument is further to witness that for and in  
consideration of said receipt said Sarah Woodman doth  
by these presents bargain sell alien and convey unto said  
Clara E Woodman the following described tract or parcel  
of land lying and being in the County of Madison and State  
of Mississippi and more fully described follows - Viz: E 1/2  
of the E 1/2 of Section 33 except forty acres on the South end  
thereof and the W 1/2 of the W 1/2 of Section 33 except 35 acres  
on the East side of the public road, and less forty acres on the  
South end thereof. All in township nine range one West,  
and said to contain two hundred and fifteen acres or the  
same more or less, to have and to hold the same unto her  
the said party of the second party and her heirs forever together  
with all the accoutments appurtenances and hereditaments thereto  
belonging.

In testimony whereof she hereunto set her hand and seal  
this the day of A D 1872  
Sarah Woodman

The State of Mississippi }  
County of Madison } This day personally appeared before the  
undersigned a Justice of the Peace in and for said County  
Sarah Woodman who acknowledged that she executed, signed  
sealed and delivered the above Deed on the day and year  
aforesaid, and for the purposes therein mentioned as her act and  
deed.  
Given under my hand and seal this the 8<sup>th</sup> day of February  
1873  
N H Thompson JP

I acknowledge satisfaction of the within Deed of Trust and do hereby release such cash claims or claims on the within described property this 12th day of January 1873  
Nat Jeffery

Nat Jeffery and  
Anthony Jeffery  
203 Deed of Trust  
Robert Caldwell Trustee

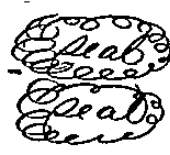
} Filed for Record this 3rd day of February  
1873 at 2 PM  
Records February 27th 1873.

This Deed, made the 3rd day of February 1873 by Nat Jeffery and Anthony Jeffery to Robert Caldwell to secure Robt Travis in the payment of Eight hundred and thirty five dollars, which the said Robt Travis has promised and agreed to furnish the said Nat Jeffery & A Jeffery to enable the said Nat Jeffery and Anthony Jeffery to carry on their plantation or farm in Madison County during the year 1873 on terms that in consideration of the indebtedness incurred and in consideration of the advances to the said Nat Jeffery and Anthony Jeffery by the said Robt Travis this day made in provisions and supplies to the amount of Eight hundred & thirty five dollars and in consideration of the advances hereafter to be made by said Robt Travis to said Nat Jeffery and Anthony Jeffery, the said Nat Jeffery & Anthony Jeffery hereby grants, bargains, sells, alien and conveys to the said Robt Caldwell, party of the second part and trustee herein, for the uses and purposes thus named and herein mentioned the following described property, viz: 2 Gray Mares named James & Hannah 1 Brown Mare Mule named Saldy 1 Corral Hogs named Bob. and also whatever mules, horses, cattle, pigs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said Nat Jeffery & A Jeffery and the crop of Cotton, Corn, fodder, peas, potatoes and whatever else may be grown by the said Nat Jeffery & A Jeffery for their use on any lands during the year 1873 or any subsequent year until said indebtedness is discharged. And it is agreed and understood between the parties that said indebtedness here incurred and to be incurred under this contract shall be due and payable on the 1st day of November 1873. And if said indebtedness shall then not have been discharged fully it shall be lawful for the said Robt Caldwell or any one he or said Robt Travis may appoint to seize or wherever found and to sell at the door of the Court House of Madison County Mississippi, at public outcry, to the highest bidder for cash after 10 days notice in writing posted at the Court House door, any of all of said property, as may be necessary to execute this trust and out of the proceeds to pay said money so due to said party at the time of sale, and the remainder, if any, to be paid back to said Nat Jeffery & Anthony Jeffery. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said Nat Jeffery & Anthony Jeffery hereby consent to and accept, that is to say the said Nat Jeffery & Anthony Jeffery are to have in hand by the 1st day of Nov 1873 such an amount of cotton as will fully pay off said indebtedness besides cost of this instrument, and in case said indebtedness

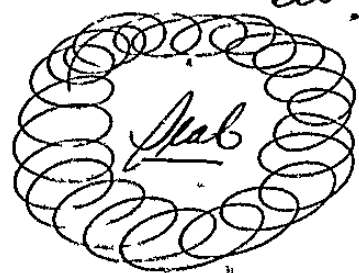
is not paid at maturity then the said Nat Jeffrey & Anthony Jeffrey to pay said Robt Travis 2 1/2 per cent on the whole of said indebtedness which is agreed on as liquidated damages in case of the non performance of the allegations herein. And to the end that this Deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi entitled "An Act for the encouragement of agriculture" Approved February 18th 1873 it is further to witness that the indebtedness above mentioned is for plantation supplies for the year AD 1873 to enable said Nat Jeffrey & Anthony Jeffrey to operate and carry on their farm or plantation in Madison County, Mississippi during said year, to become due as aforesaid, it is agreed that it shall constitute a Prior Lien according to said law, upon said crop of cotton, corn and all other produce of said farm - it being the intent of this deed that the said Robt Travis shall have all the rights and benefits to be derived from this instrument as a Deed of Trust, as well as a contract under the above entitled Law.

In witness whereof the said Nat Jeffrey & Anthony Jeffrey has affixed their name and seal to this deed this the 3rd day of February AD 1873

Nat<sup>Chief</sup> Jeffrey  
Anthony<sup>Chief</sup> Jeffrey



State of Mississippi }  
County of Madison } This day personally appeared before  
the undersigned Clerk of the Chancery Court of said County  
Nat Jeffrey and Anthony Jeffrey who acknowledged that  
they executed, signed, sealed and delivered the above Deed  
on the day and year aforesaid, and for the purposes therein  
mentioned as true and deed



Given under my hand and seal of Office  
at Canton this 3rd day of February AD 1873  
J. B. Jeffrey Clerk  
J. H. Litchner D. C.

R. J. Ross Sheriff  
of Deed  
Hibernia Bank of  
New Orleans La

Filed for Record this 19th day of February  
AD 1873 at 5 O'clock P.M.  
Recorded February 25th AD 1873.


This Indenture made this twentieth day of February in the year of our Lord eighteen hundred and seventy three by and between R. J. Ross Sheriff of the County of Madison and State of Mississippi of the first part, and the Hibernia Bank of New Orleans, Louisiana of the second part, Witnesseth:

Whereas in the Circuit Court of said County on the 9th day of November, in the year of our Lord eighteen hundred and seventy two, the said party of the second part, by the judgment of said Court in certain proceedings therein by attachment, recovered of Joseph

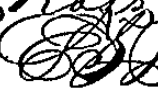


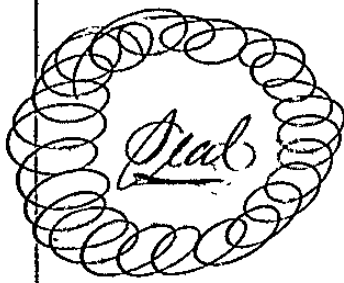
Now the sum of Two Thousand seven hundred and fifty dollars  
 & costs of suit, and whereas, said writ of attachment was by the said  
 Sheriff levied upon the following described real estate, lying & being in  
 said County of Madison as the property of said Joseph Hoy, to wit,  
 thirty feet off of the East side of lot No Two in Square No Two in  
 Canton fronting thirty feet on Centre Street & running back north two  
 hundred feet, and all of lots three and four in Square number  
 eleven in Canton aforesaid also a parcel of land in the City  
 of Canton, beginning at the North East Corner of the South half of  
 West half of SW 1/4 of Section Twenty four Township nine Range two  
 East, and running thence South with the line of said tract seven  
 hundred and ninety links, thence West six hundred and thirty  
 two links, thence North seven hundred and ninety links, thence  
 East six hundred and thirty two links to the beginning all  
 lying & being in said County of Madison & State of Mississippi  
 and whereas by the said judgment of said Court, the said  
 property so levied on as aforesaid, was ordered, adjudged &  
 condemned by said Court to be sold, as the property of said  
 Joseph Hoy, to satisfy the judgment aforesaid of costs, and  
 whereas on the 29<sup>th</sup> day of January AD eighteen hundred and  
 seventy three, a writ of Execution & Prothonotary did issue out  
 of said Court on said judgment, commanding the said Sheriff  
 to sell said real estate to satisfy to said Hibernia Bank of  
 New Orleans Louisiana the amount of said account, and to have  
 the money arising from said sale before the said Court, at the  
 Court House in Canton on the third Monday in February AD 1873  
 to tender to said Plaintiff in said judgment; and whereas  
 in pursuance of said writ, said party of the first part, after  
 having duly advertised said property for sale, for the period  
 of three weeks in the "American Citizen" a newspaper printed  
 & published in said City of Canton, in said County of Madison  
 did expose the same for sale to the highest bidder for cash  
 before the door of the Court House of said County of Madison, on  
 the seventeenth day of February AD eighteen hundred & seventy  
 three, said day being Monday, the first day of the February Term  
 of said Court, in the year last aforesaid, at which time & place  
 the said Hibernia Bank of New Orleans, Louisiana did bid  
 for the said thirty feet off the East side of Lot Number two in  
 Square number two fronting thirty feet on Centre Street, and run-  
 ning back north two hundred feet, the sum of Two thousand  
 Two hundred dollars, which was more than any other person  
 did or would bid for the same, and the said Hibernia  
 Bank of New Orleans Louisiana at same time, did bid for the  
 remaining portion of said real estate, levied on & condemned as  
 aforesaid the further sum of One thousand One hundred dollars,  
 which was also more than any other person or persons did bid  
 for the same, and whereas, thereupon the said Hibernia Bank  
 of New Orleans, Louisiana, did presently pay to said Sheriff  
 the several sums of money so bid for said property, amounting  
 to the sum of three thousand six hundred dollars. Therefore

the said party of the first part as Sheriff as aforesaid, doth  
 hereby grant bargain sell alien & convey to the said party  
 of the second part all the hereinbefore described real Estate  
 to have and to hold the same together with the improvements  
 thereon to the said party of the second part and assigns forever  
 Witness the hand & seal of said R. J. Ross, Sheriff as aforesaid  
 the day & year first herein written

R. J. Ross Sheriff 

The State of Mississippi - County of Madison: ss.

R. J. Ross, Sheriff of said County, personally  
 appeared before me  Clerk of the Chancery Court in  
 & for said County, and acknowledged that he signed sealed  
 and delivered the within foregoing deed, on the day & year therein  
 mentioned, as his act & deed as Sheriff, as aforesaid.



In testimony whereof I hereunto set my hand and  
 affix the seal of said Court of Chancery, at my office  
 this eighteenth day of February AD Eighteen hundred  
 & seventy three

E. B. Jeffrey Clerk

William Flagg  
 To } Deed of Trust  
 Weil & Lock

Filed for Record this 3<sup>rd</sup> day of February AD  
 1873 at 11 and  
 Recorded February 25<sup>th</sup> AD 1873

This Deed, made the 14<sup>th</sup> day of January AD 1873  
 by William Flagg to Weil & Lock to secure Weil & Lock on the pay  
 ment of Two hundred & fifty dollars, which the said Weil & Lock  
 has promised and agreed, to furnish the said William Flagg  
 to enable the said Flagg to carry on his plantation or farm in  
 Madison county during the year AD 1873 witnesses that: That in  
 consideration of the indebtedness incurred, and in consideration  
 of the advances to the said William Flagg by the said Weil & Lock  
 this day made in provisions and supplies to the amount of dollar  
 and in consideration of the advances hereafter to be made by said  
 Weil & Lock to said William Flagg the said William Flagg  
 hereby grants bargain, sells, alien and conveys to the said Weil &  
 Lock party of the second part and trustee herein for the uses and  
 purposes there named. And herein mentioned the following  
 described property. Viz \_\_\_\_\_ and also whatever mules,  
 horses, carts, hogs, wagons, carts, buggies, goods and chattels  
 that may hereafter be acquired by the said \_\_\_\_\_ and the crop of  
 cotton, corn, fodder, peas, potatoes, and whatever else may be  
 grown by the said William Flagg for his use, on any lands during  
 the year 1873 or any subsequent year, until said indebtedness is  
 discharged; And it is agreed and understood between the  
 parties that said indebtedness now incurred, and to be incurred  
 under this contract, shall be due and payable on the 1<sup>st</sup> day of  
 October AD 1873. And if said indebtedness shall then not have

been discharged fully, it shall be lawful for the said Neil & Loch or any one he or said Neil & Loch may appoint, to seize wherever found and to sell at Madison Mississippi, at public outcry to the highest bidder for cash, after 10 days notice in writing posted at the said Court House door, any or all of said property, as may be necessary to execute this trust, and out of the proceeds to pay said money so due to said party at the time of sale and the remainder, if any, to be paid back to said William Flagg. Nevertheless, the said indebtedness is to be discharged in the following manner, to which the said William Flagg hereby consents to and accepts - that is to say, the said Flagg is to have in Madison by the 1<sup>st</sup> day of October 1873 such an amount of cotton as will fully pay off said indebtedness, besides cost of this instrument, and in case said indebtedness is not paid at maturity, then the said William Flagg to pay to said Neil & Loch 2 1/2 per cent on the whole of said indebtedness, which is agreed on as liquidated damages in case of the non performance of the allegations herein. And to the end that this Deed may evidence a contract within the meaning and provisions of an act of the Legislature of Mississippi entitled "An Act for the encouragement of Agriculture" approved February 18<sup>th</sup> 1867, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said William Flagg to operate and carry on his farm or plantation in Madison County, Mississippi, during this year, to become due as aforesaid, it is agreed that it shall constitute a prior lien, according to said law, upon said crop of cotton, corn, and all other produce of said farm, - it being the intent of this deed that the said Neil & Loch shall have all the rights and benefits to be derived from this instrument as a Deed of Trust, as well as a contract under the above entitled Law.

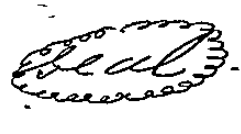
In witness whereof, the said William Flagg has affixed his name and seal to this deed, this the 14<sup>th</sup> day of January A. D. 1873  
 William Flagg (seal)  
 mark

The State of Mississippi  
 Madison County

Personally appeared before me J. W. Jenkins, a Justice of the Peace in and for said State and County William Flagg and acknowledged that he signed sealed and delivered the foregoing Deed of Trust on the day & year therein mentioned, as his act and deed.



Witness my hand and seal, this the 14<sup>th</sup> day of  
January A. D. 1873

J. W. Jenkins, J.P. 

W. L. Gaar

To } Deed of Trust  
Weil & Loeb

} Filed for record this 3<sup>rd</sup> day of Feb<sup>r</sup>.  
A. D. 1873. at 11 A. M.

Recorded February 26<sup>th</sup> A. D. 1873

This Deed of Trust made this first day  
of February A. D. 1873, by and between W. L. Gaar of  
the first part, and Weil & Loeb, Merchants at Madison  
Station, of the second part, all of the county of Madison  
State of Mississippi. Witnesseth: That whereas, the  
party of the first part is indebted to the parties  
of the second part in the sum of Three Hundred and  
Sixty-five Dollars (\$365<sup>00</sup>) evidenced by a certain  
promissory note bearing even date with these pre-  
sents, payable to the order of the said second parties  
on the first day of October, 1873, and whereas, the parties  
of the second part have promised and agreed to furnish  
to the said first party, provisions, clothing, and necessary  
plantation supplies during the present year 1873, to  
the amount of Four Hundred & thirty five Dollars, (\$435<sup>00</sup>)  
to enable him to carry on his farm or plantation in  
Madison County, during said year; therefore, in order to  
secure the prompt and full payment of said note at  
maturity, and the said sum for provisions &c. on the  
first day of October 1873, together with any other or fur-  
ther sum in which the party of the first part may or  
shall become indebted to the parties of the second  
part, during said year, the said party of the first  
part hereby grants, bargains and sells unto the parties  
of the second part, the following property, to wit:  
All the crop or crops of every kind or description raised  
or that may be raised, cultivated or gathered by the said  
first party, or those under his employ, during said year,  
also One Horse mule (gray color) known as "Josh"; One Horse  
mule (gray color) and one Horse mule (sorrel color), the  
last two purchased by the first party of the second  
parties, to have and to hold all the aforesaid property  
unto them the parties of the second part, their heirs,  
executors, administrators and assigns, forever, with  
full power and authority in the said parties of the  
second part to seize and sell any or all of said pro-  
perty, on ten days public notice: In trust, neverthe-  
less, and for the following purposes, to wit: If the party  
of the first part shall, on or before the first day of  
October, 1873, fully pay and satisfy the aforesaid sum,  
and any further sum in which he may become in-  
debted to the second parties, during said year, then

this deed to be void, otherwise to remain in full force and virtue.

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

W. L. Gaur (seal)

State of Mississippi

Madison County

Personally appeared before me J. W. Jenkins, a Justice of the Peace in and for said State and county, W. L. Gaur and acknowledged that he signed, sealed and delivered the foregoing Deed of Trust, on the day and year therein named, as his act and deed

Witness my hand and seal, this 1<sup>st</sup> day of February, A. D. 1873

J. W. Jenkins J.P. (seal)

Wm E. Johnson  
and others

To  $\frac{3}{4}$  Deeds  
George Olive

} Filed for record this 4<sup>th</sup> day of  
February A. D. 1873 at 4.15 P. M.  
Recorded February 26<sup>th</sup> 1873

This deed of conveyance made and entered into this the 13<sup>th</sup> day of Dec - A. D. 1872 by and between William E. Johnson, Annie J. Anderson and her husband Chapman L. Anderson by Robert B. Johnson their Attorney in fact and Jane C. Johnson and her husband Robert B. Johnson parties of the first part and George Olive of the second part for and in consideration of thirteen Bales of "middling" Cotton each weighing five hundred pounds to be paid in three annual payments to wit, four Bales to be paid on the first day of November A. D. 1873, and four Bales to be paid on the first day of November A. D. 1874 and five Bales to be paid on the first day of November A. D. 1875 as evidenced by the three several obligations in writing of the said party of the second part, have granted, bargained, sold and conveyed and by these presents do grant bargain sell and convey unto the said party of the second part his heirs and assigns forever, the following described land situated in the County of Madison State of Mississippi to wit: The East half of the South West Quarter of section nine all in Township Eleven Range five East, together with all and singular the tenements hereditaments and improvements thereunto belonging, to have and to hold the above described land unto him the said party of the second part his heirs and assigns forever free from and against the claims or claims of

any and all persons whomsoever. In testimony where-  
of the said parties of the first part have hereunto  
set their hands and affixed their seals, this the day  
and date first in these presents above written

William E Johnson (L.S.)  
Nannie J Anderson (L.S.)  
Chapman L Anderson (L.S.)  
By Robert B Johnson Atty in fact (L.S.)  
Jane C Johnson (L.S.)  
Robert B Johnson (L.S.)

The State of Mississippi  
Madison County

Before me an acting Justice of  
the Peace in and for the said County this day per-  
sonally appeared Robert B Johnson who acknowledged  
that he for himself and as Attorney in fact for the within  
named William E Johnson Nannie J Anderson and Chap-  
man L Anderson as their Agent and Attorney in fact  
he signed sealed and delivered the within and fore-  
going deed as his and their act and deed. Also person-  
ally appeared Jane C Johnson wife of Robert B Johnson  
who on a private examination separate and apart  
from her said husband acknowledged that she signed  
sealed and delivered the said deed, on the day and  
year and for the purposes therein mentioned as her  
voluntary act freely and voluntarily and without  
any fear threats or compulsion of her said husband.  
Given under my hand and seal this the 13<sup>th</sup> day of  
Decr A. D. 1872

Jam Milton J.P. (seal)

Williams E Johnson  
and others  
To 3/4 Deed  
Wilson Mc Willie

} Filed for record this 4<sup>th</sup> day of  
February A. D. 1873 at 4.15 P. M.  
Recorded February 26<sup>th</sup> 1873

This Deed of Conveyance made and  
entered into this the 13<sup>th</sup> day of Decr A. D. 1872 by and be-  
tween William E Johnson Nannie J Anderson and her  
husband Chapman L Anderson by Robert B Johnson  
their attorney in fact and Jane C Johnson and her hus-  
band Robert B Johnson parties of the first part and  
Wilson Mc Willie of the second part witnesseth that  
the parties of the first part for and in consideration  
of Sixty Bales of Cotton each weighing fort Hundred and  
fifty Pounds and of quality known as "middling" to be  
paid at such place as the parties of the first part  
may elect, in three equal payments to wit: Twenty  
Bales to be paid on the first day of November A. D. 1873,  
and Twenty Bales on the first day of November A. D. 1874.



and twenty Bales on the first day of November A. D. 1875, have granted bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said party of the second part his heirs and assigns forever the following described land situated in Madison County State of Mississippi to wit: the South West Quarter of Section Four and the West half of the North East Quarter of Section Five and the South East Quarter of Section Five all in Township Eleven Range Five East, together with all and singular the tenements hereditaments and improvements thereunto belonging to have and to hold the above described land unto him the said party of the second part his heirs and assigns forever, free from and against the claim or claims of any and all persons whomsoever. In testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals this the day and date first in these presents above written

William E Johnson (L.S.)

Minnie J Anderson (L.S.)

Chapman L Anderson (L.S.)

By Robert B Johnson atty in fact (L.S.)

Jane E Johnson (L.S.)

Robert B Johnson (L.S.)

The State of Mississippi  
Madison County

Before the undersigned an Acting Justice of the Peace in and for the said County this day personally appeared Robert B Johnson who acknowledged that for himself and for the within named William E Johnson, Minnie J Anderson and Chapman L Anderson, as their Agent and Attorney in fact he signed sealed and delivered the within and foregoing deed on the day and year therein named as his and their act and deed. Also personally appeared before me the within named Jane E Johnson wife of said Robert B Johnson, who on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the said deed on the day and year, and for the purposes therein mentioned as her voluntary act and deed freely and voluntarily and without any fear threats or compulsion of her said husband Given under my hand and seal this the 13<sup>th</sup> day of Dec. A. D. 1872

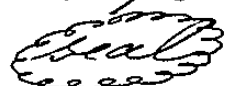
Sam Milton J. P. Seal

William Wilson  
To 3 Trust Deed  
J. S. Calhoun  
for  
J. A. P. Campbell

Filed for record this 4<sup>th</sup> day of  
February A. D. 1873 at 1.15 P.M.  
Recorded February 26<sup>th</sup> A. D. 1873

Received of J. A. P. Campbell the sum of \$900.00 on the 4th day of February 1873

Know all men that for the sum of nine hundred & sixty dollars this day advanced to me by J. A. P. Campbell and to be repaid to him on the 1<sup>st</sup> day of December A. D. 1873, as evidenced by my promissory note of this date, payable to the said J. A. P. Campbell or order on the 1<sup>st</sup> day of December A. D. 1873, I William Wilson, of Madison County, Mississippi have on this 4<sup>th</sup> day of February A. D. 1873, granted bargained and sold and do hereby sell, alien and convey to J. S. Calhoun the land situated in Madison County aforesaid described as the West half of section six and the North West quarter of section seven in Township Eight, Range One, West and the North East quarter and East half of North West quarter of section Twelve, Township Eight Range Two, West, to have and to hold to him the said J. S. Calhoun and his heirs assigns and successors forever, but in trust as a security for the payment of said promissory note, and until default in the payment thereof at maturity, I am to remain in possession of said land, and when said note shall be paid, this deed is to be no longer valid, but if said note shall remain unpaid at its maturity the said J. S. Calhoun, or any one appointed in his stead by the holder of said note may advertise said land for sale by giving twenty days notice by posting at the Court House Door of said County, and at the time and place designated, may sell said land at public outcry to the highest bidder for cash and convey it to the purchaser, and out of the proceeds pay said note and the costs of said sale, and the remainder to me.

In witness whereof I have hereto affixed my name and seal this 4<sup>th</sup> day of February A. D. 1873  
William Wilson 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County William Wilson who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of office, at Canton this 4<sup>th</sup> day of February A. D. 1873  
E. S. Jeffrey Clerk

The State of Mississippi }  
To }  
Benj S. Ricks }

Filed for Record this 4<sup>th</sup> day  
of February A. D. 1873 at 2.30 P. M.  
Recorded February 26<sup>th</sup> A. D. 1873

The State of Mississippi  
Madison County

This Indenture Witnesseth that  
Benj S. Ricks of the County of Madison of the State of  
Mississippi has this day paid to the undersigned  
Clerk of the Circuit Court of the County and State  
aforesaid, the sum of ninety seven <sup>97</sup>/<sub>100</sub> dollars,  
which is the amount of Taxes due and unpaid,  
with six per cent interest thereon, on the following  
described lands, to-wit: N. E 1/4 Sec 16 T. 8. R. 1 East  
and all that part of North end S E 1/4 Sec 16 T 8 R 1  
East lying between the Jackson & Livingston road  
& the line of said N E 1/4 Sec 16 T 8 R 1 East said  
quarter section & part of quarter section are  
said to contain 170 acres more or less & all  
N 1/2 sec 15 T 8 R 1 East and all that part of  
the North end S 1/2 Sec 15 T 8 R 1 East contained  
between the Southern boundary of N 1/2 Sec 15 T 8  
R 1 East & the line running as follows; commen-  
cing at the forks of the Livingston & Jackson road  
formed by its junction with the Calhoun Station  
road and running N. E. with the line of an old  
hedge to the woods, thence in a line in contin-  
uance of said hedge if it had extended so far N E  
of the line of said 16 section on its East side, next  
to the Ballou Place, said N end of said South half  
Sec 15 T 8 R 1 East containing 110 acres more or less -  
in all 600 acres which lands were declared forfeited  
to or purchased by the State of Mississippi for the  
non payment of Taxes for the year 1871.

Now, know all Men, that the State of Mississippi,  
for and in consideration of the above payment,  
hath conveyed, and does by these presents convey  
and quit claim, to the said Benj S. Ricks all  
right and title to the said lands, free from the  
claims of all persons whomsoever, claiming by  
or through said State.

 Seal

Witness, my hand and seal of office,  
this the 4<sup>th</sup> day of February A. D. 1873  
David Ringree, Clerk

State of Mississippi  
County of Madison

This day personally appeared  
before the undersigned, Clerk of the Chancery Court  
of said County David Ringree, who acknowledged  
that he executed, signed sealed and delivered



the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and Deed.



Given under my hand and seal of Office, at Canton this 4<sup>th</sup> day of February A. D. 1873

E. S. Jeffrey Clerk

Austin Hunter  
Sole Deed Trust  
W. B. Cun

James M. Farland  
& William B. Stinson  
Sole Deed  
Julia S. Goodhue

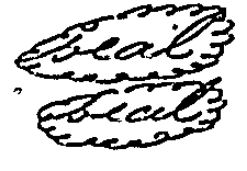
} Filed for record this 20<sup>th</sup> day of  
February A. D. 1873 at 10 A. M.  
Recorded 26<sup>th</sup> February 1873

This Deed of Conveyance made and entered into this 18<sup>th</sup> day of February A. D. 1873 by and between James M. Farland and William B. Stinson parties of the first part and Julia S. Goodhue party of the second part all of the County of Madison and State of Mississippi Witnesseth: That the said parties of the first part, for and in consideration of the sum of fifty five hundred and forty five dollars to them in hand paid before the signing and sealing of these presents by the said party of the second part, and the receipt of which said sum is hereby acknowledged - have and by these presents do grant bargain - alien - sell - and convey - unto the said Julia S. Goodhue of the second part her heirs, and assigns a certain lot or parcel of ground situated in the City of Canton and in the County and State aforesaid described as follows to wit: Beginning at a certain point on Academy Street in said City - at the west end of the lot of Barrett - and running thence West with the line of said Academy Street seventy feet - thence South four hundred feet with the east line of the lots of A. J. Semmes - thence West to the lots of A. M. Gurley - thence South to Semmes Street in said City thence East with the line of said Semmes Street to the Hedge - thence North with the Hedge to the lot of Barrett thence West with the south line of the lot of Barrett about One hundred and thirty feet - thence North to the point of beginning. To have and to hold the above conveyed lot or parcel of ground, with all the buildings & improvements thereon, and all the rights ways, easements and hereditaments thereto appertaining, or in anywise belonging to the said Julia S. Goodhue of the second part and her heirs and assigns in fee simple forever. And the said parties of the first part covenant and agree, with the said party of the second part her her and assigns, that they will - and

that their heirs Executors and Administrators shall forever warrant and defend the title to the property herein conveyed to the said party of the second part her heirs and assigns - against any and all claims whatsoever -

In witness whereof the said parties of the first part have hereto affixed their names and seals the day and year first above written -

J. M. Furland  
W. B. Stinson



State of Mississippi }  
Madison County } s.s.

Personally came before me E. S. Jeffrey Clerk of the Chancery Court in and for said County and State - James M. Furland and William B. Stinson known to me as the grantors in the foregoing Deed of conveyance - who each acknowledged that they signed sealed and delivered the foregoing Deed on the day of the date thereof as their Act and Deed - and for the purposes therein stated



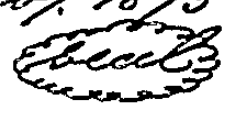
Given under my hand and the seal of the said Chancery Court this the 18<sup>th</sup> day of February A. D. 1873  
E. S. Jeffrey Clerk

Elijah Ware }  
to } Mortgage } Filed for record this 19<sup>th</sup> day of February  
J. T. Boyd } A. D. 1873 at 2.30 P. M.  
Recorded 27<sup>th</sup> February A. D. 1873

The State of Mississippi }  
Madison County } s.s.

Know all men by these presents that I Elijah Ware of the County and State aforesaid acknowledge myself to be indebted to J. T. Boyd of said County & State in the sum of One hundred and Seventy dollars for the purchase of a certain Black Horse (name Pie) and for the security of said sum I do hereby mortgage and sell and assign to the said J. T. Boyd all my crop of cotton that I may raise during the year 1873 - and I do hereby authorize and empower the said J. T. Boyd to take possession of said horse and cotton; on or before the first day of Oct next. he to sell the same and appropriate the proceeds to the payment of said indebtedness -

Witness my hand and seal this 19<sup>th</sup> day of Feb. 1873  
Elijah Ware



State of Mississippi }  
County of Madison } s.s.

This day personally appeared before the undersigned, Clerk

Handwritten note in left margin: I hereby acknowledge the fact of the within Deed of Trust and Relinquish all my Right Title and Claim to the property therein described. This 18<sup>th</sup> day of February A. D. 1873 J. T. Boyd

of the Chancery Court of said county Elijah Ware who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed

Given under my hand and seal of office,  
at Canton this 19<sup>th</sup> day of Feby. A. D. 1873  
E. H. Jeffrey Clerk  
E. H. Gutwiler D. C.

Pietro Trolis }  
To } Deed } Filed for record this 19<sup>th</sup> day of February  
V. D. Ghirlanda } A. D. 1873 at 1.30 P. M.

Recorded February 27<sup>th</sup> A. D. 1873

This Indenture made and entered into this 18<sup>th</sup> day of Feby. A. D. 1873 between Pietro Trolis of the first part and V. D. Ghirlanda of the second part both of the County of Madison State of Mississippi; witnesseth that for and in consideration of the sum of One thousand dollars in hand paid by the party of the second part to the party of the first the receipt of which is hereby acknowledged, the party of the first part hath bargained sold aliened and conveyed and doth by these presents bargain sell alien and convey unto the party of the second part one half interest in and to the following described lot or parcel of land situated in the city of Canton County and State aforesaid with all the appurtenances thereunto belonging viz: that lot or parcel of ground known and designated in the plan of said City of Canton as the East half of the South Half of the North Half of Lot No. 3 of square No. 4 fronting on the public square Twenty five feet and running back West one hundred feet, the same being the lot heretofore conveyed to Anna Ford by William H. and Mary C. Post. To have and to hold the said lot of land unto the party of the second part, and to his heirs and assigns forever together with all the appurtenances thereunto belonging, And the said party of the first part his heirs executors administrators doth hereby covenant with the said party of the second part to forever warrant and defend the title to the undivided one half interest in said lot of land, against the claim of any and all persons whomsoever.

Witness my hand and seal this February 18<sup>th</sup> 1873  
Pietro Trolis *[Signature]*

State of Mississippi  
Madison County

Personally appeared before the undersigned Mayor of the City of Canton and Ex Officio Justice of the Peace in and for said County and State Pietro Trolis



who acknowledged that he signed sealed and delivered the above and foregoing deed as his act and deed on the day of the date thereof and for the purposes therein expressed.

Seal

Given under my hand and seal  
of Office this February 18<sup>th</sup> A. D. 1873

George Hawsey  
Mayor & ex Officio J. P.


George Edwards  
do } Trust Deed  
Jack Howard Trustee for  
George Perminter

} Filed for record this 19<sup>th</sup>  
day of February A. D. 1873 @ 12:30 P.M.  
Recorded February 27<sup>th</sup> 1873

The State of Mississippi  
County of Madison

Know all men by these presents that I George Edwards have granted bargained sold and convey and these presents now grant bargain sell and convey to Jack Howard the following personal property to wit, my entire crop it being half I make of corn cotton peas and potatoes to be grown and produced by me or under my control in said county and state in A. D. 1873. to have and to hold the said personal property to him the said Jack Howard his assigns and successors forever. Nevertheless the above deed is in trust for these purposes and on the condition to wit, whereas I promise to pay George Perminter \$100 (one hundred Dollars) more or less whatever my indebtedness may be to him for the year 1873 by the first day of Nov. 1873 and if I shall fully pay said amount to said George Perminter when the same falls due then the above deed shall be null and void and be cancelled, but if I shall fail to pay the full amount thereon to said George Perminter when the sum falls due in that case I hereby direct and empower the said Jack Howard trustee as aforesaid at any time after such failure upon the request of said George Perminter to take possession of said personal property herein before conveyed and immediately to sell the same for cash at public outcry to the highest bidder on first giving ten days written notice of the time and place and terms of such sales in three public places in said county, and out of the proceeds of such sales to pay first the just and necessary expenses of said sale, second the full amount of \$100 (one hundred dollars) more or less to said George Perminter and third the remainder if any


to myself. I further stipulate that in the mean time I shall have the use of said amount of means, and agree not to dispose of the same or remove it out of the said county and if I shall dispose or attempt to dispose of said amount in said county before the full payment of said promise to said George Permenter then in that case I hereby direct and empower the said Jack Howard to take immediate possession of said amount to him conveyed and sell the same for the purpose, and on the terms herein before provided and specified, and in case said Jack Howard shall die or remove or fail to act as trustee as aforesaid I hereby authorize said George Permenter to appoint another in his stead who shall have the same powers and perform the same duties now delegated and imposed on him herein. In witness whereof I have hereunto affixed my hand and seal on this the 14<sup>th</sup> day of February 1873

George Edwards 

State of Mississippi  
Madison County

This day personally appeared before me J. W. Wood a Justice of the peace of the County and State aforesaid George Edwards who acknowledged that he signed sealed and delivered the foregoing instrument of writing as his act and deed on the day and year therein named and for the uses and purposes therein expressed.

Given under my hand and seal this the 19<sup>th</sup> day of February 1873

J. W. Wood J.P. 

Thos. J. Love Trustee  
W. C. Love and  
Mary G. Love  
Co. Deed  
James W. Smith

Filed for record this 19<sup>th</sup> day of February  
A. D. 1873 at 1.45 P. M.  
Recorded February 27<sup>th</sup> A. D. 1873

State of Mississippi  
Madison County

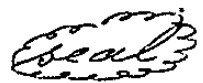
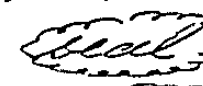
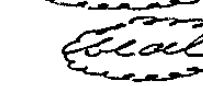
This Indenture made and entered into this the nineteenth day of Feb. A. D. 1873 between Thomas J. Love Trustee of Mary G. Love of the first part and James W. Smith of the second part, and Mary G. Love and William C. Love her husband of the third part, witnesseth: that whereas by a certain Deed made and executed by W. C. Love on the 24<sup>th</sup> of April A. D. 1869 and recorded in Book 3 page 290 in the Chancery Clerk's Office of Madison County, and State of Mississippi. The party of the first part is authorized and empowered at the request of Mary G. Love

to sell any or all of the property mentioned and conveyed by said above mentioned deed, and whereas said Mary J. Love has requested said Thomas J. Love to sell the property mentioned below it being a portion of the property conveyed by said Deed. Now the said Thomas J. Love for and in consideration of the sum of four thousand five hundred Dollars to be paid to him in trust for Mary J. Love and evidenced by two promissory notes bearing even date with this instrument one for the sum of Two thousand five hundred Dollars, payable on or before the 1<sup>st</sup> of June A. D. 1873 to said Thomas J. Love or order, and one for the sum of Two thousand Dollars payable as above on the 19<sup>th</sup> day of Sept. A. D. 1874 with interest at eight per cent from date until paid, both notes signed by the party of the second part and payable at the Banking House of Winter & Steel, Canton, Miss. Has this day granted bargained and sold, and by these presents doth grant bargain and sell to said party of second part one tract or parcel of land situated in Madison County State of Mississippi known and described as follows to wit, The East half of the West half, and Twenty Acres off the East side of the West half of the South West Quarter of Section 9 Township 9 Range 3 East, being One hundred and Eighty Acres more or less, to have and to hold the said lands and appurtenances thereunto belonging unto the said party of the second part his heirs and assigns forever. Also the unexpired time of lease of Sixty Acres off North side of the North West Quarter of Section 16 Township Nine Range 3 East also lying in Madison County aforesaid. The said Sixty Acres with other lands having been leased to Robert Love deceased by the trustees of said Township for the term of Ninety Nine years dating from 1846, the said party of the first part by these presents doth sell to the said party of the second part 14 Head of Hogs Twenty Head of neat Cattle Two Mules, Jinos, Sattles, one wagon, cart, carriage all the farming implements, Blacksmith and Carpenter tools, Harness also the Corn and fodder, Cotton seed, potatoes and all the personal property on said place excepting House hold furniture wearing apparel and provisions the above personal property is included in the aforesaid consideration. The said party of the third part warrants and defends the title of the above property, to the said party of the second part, his heirs or assigns forever.

In testimony whereof the said parties of the first and third part have this day and date above mentioned set their hands and affixed their seals.



The interlineation on the 13 line on the 3 page of the words "Lease of" and the interlineation of the words "doth sell" on the 25 line on the 3<sup>rd</sup> page were made prior to the signing of these presents.

Thos. J. Love  Trustee  
W. C. Love   
Mary G. Love 

State of Mississippi }  
Madison County }

Personally appeared before me, E. S. Jeffrey, Clerk of the Chancery Court of said County; the within named Thos. J. Love Trustee and W. C. Love and Mary G. Love his wife, who severally acknowledged that they signed, sealed and delivered the foregoing and annexed deed as their own act and deed. And the said Mary G. Love upon a private examination, by me made, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, without any fear, threats or compulsion of her husband.



Given under my hand and seal of said Court this 19<sup>th</sup> day of February A. D. 1873  
E. S. Jeffrey, Clerk

George Bully et al }  
To 3<sup>rd</sup> Deed of Trust }  
N. C. Frowbridge }

Filed for record this 18<sup>th</sup> day of February A. D. 1873 at 9:30 A. M.  
Recorded February 27<sup>th</sup> A. D. 1873

This Deed of Trust made and entered into this 21<sup>st</sup> day of January A. D. 1873, by and between George Bully and Gaury Bully, parties of the first part, and Nelson C Frowbridge party of the second part, all of the county of Madison, State of Mississippi, Witnesseth: That, whereas, the parties of the first part are indebted to the party of the second part, in the following sums, to wit: Two Hundred & fifteen Dollars (\$215<sup>00</sup>) evidenced by a certain promissory note bearing even date with these presents, payable to the second party on the first day of November, 1873; and four hundred & fifty Dollars (\$450<sup>00</sup>) evidenced by a promissory note bearing even date with these presents, payable to the order of the said second party, on the first day of November, 1873, now, in order to secure the prompt and full payment of the said sums above specified and all interest thereon together with all costs of executing and enforcing this Deed, the parties of the first part, for and in consideration of the sum of One Dollar to them in hand paid by the party of the second part, the receipt of which is acknowledged by these presents, do hereby grant, bargain and sell unto the party of the second part, the following property:

to wit: Two mules "Mary" and "Hardy" and all the crop or crops of every kind or description raised or that may be raised, cultivated or gathered by the parties of the first part, or those under their employ, during the present year, 1873, to have and to hold unto him the party of the second part, his heirs & assigns, forever, with full power and authority to seize and sell any or all of said crops, on ten days public notice, in case of any default in the payment of the said sums, as required by the terms of this instrument.

In trust, nevertheless, and for the following purposes, to wit: If the parties of the first part shall and truly pay all the foregoing sums, and all interest thereon, together with all costs of executing and enforcing this Deed, at such time as the same shall become due, or any time thereafter as shall be agreed to by the party of the second part, then this instrument to be void, otherwise to remain in in full force and virtue.

In testimony whereof the parties of the first part have hereunto set their names & affixed their seals, this day and year first above written. (One Interlineation)

George <sup>his</sup> Bully  
Garry <sup>his</sup> Bully  
Emmett  
Emmett

The State of Miss  
Madison County

Personally appeared before me, J. W. Jenkins, a Justice of the Peace in & for said State and County, George Bully and Garry Bully who acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, on the day and year therein mentioned, as their acts and deeds.

Witness my hand & seal this 21<sup>st</sup> day of January 1873 - J. W. Jenkins J.P. (Seal)

R. J. Ross Shff  
Soz Deed  
Emmett L. Turk

} Filed for record this 18<sup>th</sup> day of February A. D. 1873 at 9.45 A. M.  
Recorded February 28<sup>th</sup> 1873

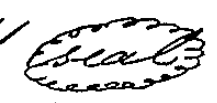
This Indenture made the 17<sup>th</sup> day of February Eight Hundred and Seventy three between R. J. Ross Sheriff of Madison County and State of Mississippi of the one part and Emmet L. Turk of the other part. Witnesseth, that the said R. J. Ross as such Sheriff having levied on the property herein described as the property of Michael J. McNeil by virtue of process of execution and to satisfy the amount thereof namely One writ of fieri facias issued from

The Circuit Court of Madison County, on the 17<sup>th</sup> day of January 1873 and returnable on the third Monday of February, 1873, an abstract of which is as follows, to wit:

Number	Style of Suit	Date of Judgment	Am't of Judge's exclusive of Costs	Remarks
11646	John H. Cheatham admo &c vs Louisiana Calhoun et al	19 <sup>th</sup> April 1861	\$ 1631 <sup>35</sup>	

against the goods, lands &c of Michael J. McTier, Louisiana Calhoun and having duly advertised the day and place of sale, for the period of the weeks in a public newspaper called the American Citizen, did, on the third Monday of February 1873, it being the seventeenth day of said month, at the Court House of said County of Madison, according to law, expose the said property to public outcry for cash, and then and there Emma L. Turk became the highest bidder and purchaser thereof, at for the sum of forty five dollars which Emma L. Turk then and thereupon presently paid to R. J. Ross as such sheriff; therefore, the said R. J. Ross sheriff as aforesaid, in consideration of the premises, does hereby bargain, sell, grant, alien, enfee and convey to Emma L. Turk the property so sold, described as follows, to wit: Beginning at the point of intersection of the West side of Liberty Street with the South side of Academy Street and running thence West two hundred and twelve feet; thence South One hundred feet; thence West One hundred and Eighty-eight feet; thence South two hundred feet; thence East five hundred feet; thence North three hundred feet to the beginning, situated in the City of Canton, Madison County, Mississippi, to have and to hold the property aforesaid, with the appurtenances thereunto belonging, to the said Emma L. Turk and heirs and assigns forever, and the said R. J. Ross as Sheriff aforesaid, does warrant and will defend the same to said Emma L. Turk and her heirs &c free from quiet of the right, title and interest to the said Emma L. Turk both in law and in equity, and of all and every one claiming, or to claim, under or through him &c so far as he, the said sheriff, by virtue of the process, proceedings, sale and purchase aforesaid, and the law in such case, can or may warrant and defend, but only officially and in no other manner or degree whatsoever.

In Testimony Whereof, the said R. J. Ross as Sheriff aforesaid, hereto sets his name and seal, on the day and year first aforesaid -

R. J. Ross Shff 

State of Mississippi

County of Madison

This day personally appeared



before the undersigned Clerk of the Chancery Court of said County R. J. Ross Sheriff who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.

*Seal*

Given under my hand and seal of office, at Canton this 14<sup>th</sup> day of February A. D. 1873

E. J. Jeffrey Clerk

David Williams  
To 3 Deed of Trust  
Thos Russell trustee

} Filed for record this 17<sup>th</sup> day of February A. D. 1873 at 2.45 P. M

Recorded February 28<sup>th</sup> A. D. 1873


This Deed, made the 14<sup>th</sup> day of Feby. A. D. 1873 by David Williams to Thos Russell to secure M. Russell in the payment of Two Hundred dollars, which the said M. Russell has promised and agreed to furnish the said David Williams to enable the said David Williams to carry on Lutherland plantation or farm in Madison County during the year A. D. 1873, witnesseth: That in consideration of the indebtedness incurred, and in consideration of the advances to the said David Williams by the said M. Russell this day made in provisions and supplies to the amount of Two Hundred dollars, and in consideration of the advances hereafter to be made by said M. Russell to said David Williams the said David Williams hereby grants, bargains, sells, aliens and conveys to the said Thos Russell party of the second part, and trustee herein, for the uses and purposes this named and here in mentioned, the following described property, viz: Corn, Cotton, fodder, & Potatoes and also whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said David Williams and the crop of cotton, corn, fodder, peas, potatoes and whatever else may be grown by the said David Williams for his use, on any lands during the year 1873 or any subsequent year until said indebtedness is discharged. And it is agreed and understood between the parties that said indebtedness here incurred, and to be incurred under this contract, shall be due and payable on the 1<sup>st</sup> day of November A. D. 1873 and if said indebtedness shall then not have been discharged fully, it shall be lawful for the said Thos Russell or any one he or said M. Russell may appoint, to seize wherever found, and to sell at the door of the Court House of Madison County, Mississippi, at public outcry, to the highest bidder for cash, after 10 days notice in writing posted at the Court House door, any or all of said property, as may be necessary to execute this trust, and out of the proceeds to pay said

This Deed of Trust has been fully satisfied and cancelled and all my rights and title to the within property thereby relinquished  
this 15 day of January A. D. 1874  
M. Russell

money so due to said party at the time of sale, and the remainder, if any to be paid back to said David Williams nevertheless the said indebtedness is to be discharged in the following manner, to which the said David Williams hereby consents to and accepts - that is to say, the said David Williams is to have in four 1/3% by the 1 day of November 1873 such an amount of cotton as will fully pay off said indebtedness, besides cost of this instrument, and in case said indebtedness is not paid at maturity, then the said David Williams to pay said Mr. Russell 2 1/2 per cent, on the whole of said indebtedness, which is agreed on as liquidated damages in case of the non-performance of the allegations herein.

And to the end that this deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi entitled "An act for the encouragement of Agriculture," approved February 18<sup>th</sup> 1857, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said David Williams to operate and carry on his farm or plantation in Madison county, Mississippi, during said year, to become due, as aforesaid, it is agreed that it shall constitute a Prior Lien, according to said law, upon said crop of cotton, corn, and all other produce of said farm - it being the intent of this deed that the said Mr. Russell shall have all the rights and benefits to be derived from this instrument as a Deed of Trust, as well as a contract under the above entitled Law.

In witness whereof the said David Williams has affixed his name and seal to this deed, this the 17 day of Feb<sup>y</sup> A. D. 1873

David <sup>his</sup> Williams   
mark

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County David Williams who acknowledged that he executed, signed, sealed and delivered the above Deed of Trust on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of office, at Canton this 17<sup>th</sup> day of February A. D. 1873

E. S. Jeffrey Clerk

Tho: Taylor & Maggie Taylor  
To 3 Trust Deed  
J. S. Postle Trustee

} Filed for Record this 17<sup>th</sup> day of  
February A. D. 1873 at 10.50 A. M.  
Recorded February 28<sup>th</sup> 1873

This Deed of Trust made and executed this 17<sup>th</sup> day of January 1873, by and between Thomas Taylor & Maggie Taylor, parties of the first part, and J. H. Mayson & D. C. Sanders, partners trading under name of Mayson & Sanders parties of the second part, and J. S. Postle party of the third part, all of the County of Madison State of Miss. Witnesseth:

That for and in consideration of the sum of One Hundred Dollars in hand paid, the said parties of the first part have this day bargained, granted and sold unto the said party of the 3<sup>rd</sup> part the following property, viz: two bay horse mules, named Colonel & Captain, and blue mouse mare mule, named Jennie, fourteen head of cattle now on the Home Place of said parties of the first part - one wagon, one Buggy, and all the crops of every nature and kind to be raised by the said parties or either of them, for in & during the year 1873 and all the interest accruing in said crop to said parties of 1<sup>st</sup> part for advances to have and to hold unto the said parties of the third part, his heirs, successors & assigns -


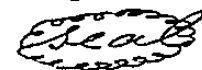
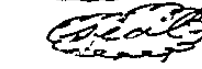
And the said parties of the first part hereby covenant that the above sold property is absolutely theirs & that the same is free & clear of all encumbrances whatsoever - The above sale is as follows, that whereas the above parties of the 1<sup>st</sup> part are justly indebted to the said Mayson & Sanders in the sum of Twelve Hundred & fifty Dollars as evidenced by their certain promissory note, of even date herewith & due & payable on the 15<sup>th</sup> day of Oct: 1873, said indebtedness being for family supplies & for goods furnished & to be furnished for running their Place in, for & during the year 1873. Now therefore if the said parties of the first part shall well and truly pay the said note at its maturity, then this deed shall be null & void - but if said parties shall fail to pay to pay said note at maturity, then at the request of the parties of the 2<sup>nd</sup> part, or either of them, it shall become the duty and he or his successor is hereby expressly authorized to take immediate possession of said above property, and after giving ten days notice by posting at the Court House door, to sell the same, or so much thereof as shall be necessary, to the highest bidder for cash at public outcry, and out of the proceeds to pay first all costs and commissions in executing this trust; 2<sup>nd</sup> to pay off & discharge said indebtedness with all lawful interest; & 3<sup>rd</sup> to pay

This deed of Trust dated Jan: 17<sup>th</sup> 1873. Mayson & Sanders



over to said 1<sup>st</sup> parties any balances remaining.  
 It is further expressly agreed that if the said third party shall, from death or any other cause, fail to execute this trust, then the said parties of 2<sup>nd</sup> part or either of them or their heirs, executors, administrators or assigns, or any one of them, shall appoint a successor to execute this trust, and that said trustee whomso appointed, shall have all the power herein conferred on said party of the third part.

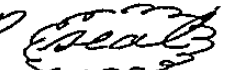
In witness whereof, we hereunto set our hands & seals the day and year first above written.

Thos. Taylor   
 Maggie et Taylor   


I accept the above trust.

The State of Mississippi  
 Madison County

Personally appeared before me, the undersigned, a Justice of the Peace in and for said County, the within named Thomas Taylor who acknowledges that he signed, sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned, as his act and deed, Also appeared Maggie et Taylor wife of the said Thomas Taylor who after being examined privately and apart from her said husband, acknowledged that she signed, sealed, and delivered the foregoing Deed as her voluntary act, and freely, and for the purpose therein specified, without any fear, threat, or compulsion of her said husband.

Given under my hand and seal, this  
 14<sup>th</sup> day of February 1873  
 N. H. Thompson J. P. 

Jack Dann  
 and Shelby Slater  
 to } Deed of Trust  
 Wm Goodloe Trustee

} Filed for record this 17<sup>th</sup> day of  
 February A. D. 1873 at 10 A. M.  
 Recorded February 28<sup>th</sup> 1873

Deed of Trust for Rent and Supplies

Whereas we have rented from Robert A Mann for the year 1873 sixty-five (65) acres of land, being part of M. S. Simpons plantation situated in the County of Madison and for which we agree to pay rent as follows, to wit: Jack Dann, seven hundred (700 £s) pounds of lint cotton or one hundred & forty dollars (\$140<sup>00</sup>) and Shelby Slater four hundred & fifty pounds (450 £s) of lint cotton, or ninety dollars (90<sup>00</sup>) We have also agreed to cultivate the land in a proper manner, to keep open all ditches, and to keep the fences bordering on same in fit condition to turn stock, and for any default on our part the said Robert Mann is authorized to employ labor

to do the same, for which we agree to pay.  
And, whereas, we desire to procure during the year 1873 from said Robert A Mann advances in supplies etc., for the purpose of cultivating said land to the amount necessarily required for the payment of which said advances, the said Robert A. Mann has a lien, created by the act of February 18<sup>th</sup> 1867, upon all the crops of cotton, corn and other products raised upon said land.

And, whereas, the said Robert A Mann desire to secure the payment of the rent and advances aforesaid and the faithful performance of this contract, and to that end, in addition to the lien given by the statute aforesaid we agree and covenant that all the crops of corn, cotton, and other products raised on said land in the year 1873, and also the following other personal property, to wit: Jack Mann one mule named Simon, and Shelby Slater one mule named Jinty, be and the same is hereby mortgaged, and pledged and subjected to a lien in favor of the said Robert A Mann for the payment of said rent and advances and the faithful performance of this contract.

Now if we should in all things comply with the obligations aforesaid, then this deed to be void. But if we fail to comply with the conditions thereof, then it is agreed that Wm Goodloe, acting as Trustee and Agent of both contracting parties herein, is authorized and empowered to seize all the property above enumerated, and to sell the same by public or private sale at such time and place as he may see fit to pay any amount due on this contract, and any balance left after satisfying the debt to be paid over to Jack Mann & Shelby Slater. And, the said Trustee is further empowered to employ labor to pick the cotton, in case we fail to do so at the proper time charging us for the same. Given under our hand and seals this the 8<sup>th</sup> day of February 1873

Jack <sup>his</sup> Mann  
Shelby <sup>his</sup> Slater

Seal  
Seal

The State of Mississippi }  
Madison County } s.s.

This day, personally appeared before me, a Justice of the Peace in and for said County, the within named Jack Mann and Shelby Slater, and acknowledged that they signed, sealed and delivered the foregoing for the purposes set forth.

Given under my hand and seal this 8<sup>th</sup> day of February 1873

J. W. Jenkins J. P. Seal

Julius Simmons

Do } Deed of Trust

R. C. Smith Trustee

} Filed for record this 17<sup>th</sup> day of  
February A. D. 1873 at 12.30 P. M.

Recorded February 28<sup>th</sup> 1873

This Deed, made the 17 day of February A. D. 1873 by Julius Simmons to R. C. Smith to secure George Harvey in the payment of Two Hundred dollars, which the said George Harvey has promised and agreed to furnish the said Julius Simmons to enable the said Simmons to carry on his plantation or farm in Madison county during the year A. D. 1873 witnesseth: That in consideration of the indebtedness incurred, and in consideration of the advances to the said Julius Simmons by the said George Harvey this day made in provisions and supplies to the amount of Two hundred dollars, and in consideration of the advances hereafter to be made by said Geo. Harvey to said Julius Simmons the said Julius Simmons hereby grants, bargains, sells, aliens and conveys to the said R. C. Smith party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property, viz: One Black Mule "Wick" one sorrel mare named "Mollie" and also whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said Julius Simmons and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said Julius Simmons for his use, on any lands during the year 1873 or any subsequent year until said indebtedness is discharged. And it is agreed and understood between the parties that said indebtedness here incurred, and to be incurred under this contract, shall be due and payable on the 1<sup>st</sup> day of November A. D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said R. C. Smith or any one he or said George Harvey may appoint, to seize wherever found, and to sell at the door of the Court House of Madison county, Mississippi, at public outcry, to the highest bidder for cash, after 10 days notice in writing posted at the Court House door, any or all of said property, as may be necessary to execute this trust, and out of the proceeds to pay said money so due to said party at the time of sale, and the remainder, if any to be paid back to said Julius Simmons.

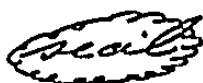
Nevertheless the said indebtedness is to be discharged in the following manner, to which the said Geo. Harvey hereby consents to and accepts - that is to say, the said Julius Simmons is to have in Canton by the 1 day of Nov. 1873 such an amount of cotton as will fully pay off said indebtedness, besides cost of this instrument, and in case said indebtedness is not paid at maturity, then the said Julius Simmons to pay said Geo. Harvey 2% per cent



on the whole of said indebtedness, which is agreed on as liquidated damages in case of the non performance of the allegations herein.

And to the end that this deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi entitled "An Act for the encouragement of Agriculture" approved February 18<sup>th</sup> 1867, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said Julius Simmons to operate and carry on his farm or plantation in Madison county, Mississippi, during said year, to become due, as aforesaid, it is agreed that it shall constitute a Prior Lien, according to said Law, upon said crop of cotton, corn, and all other produce of said farm - it being the intent of this deed that the said George Harvey shall have all the rights and benefits to be derived from this instrument as a Deed of Trust, as well as a contract under the above entitled Law.

In witness whereof, the said parties have affixed their names and seal to this deed, this the 17<sup>th</sup> day of February A. D. 1873

Julius Simmons 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county Julius Simmons who acknowledged that he executed, signed, sealed and delivered the above Deed on the day, and year aforesaid, and for the purposes therein mentioned, as his act and deed



Given under my hand and seal of Office, at Canton this 17<sup>th</sup> day of Feb. A. D. 1873


L. S. Jeffrey Clerk  
L. H. Lintwiler D. C.

Thomas J Alsworth  
to 3 Deed  
Andrew Jackson

} Filed for record this 4<sup>th</sup> day of February A. D. 1873 at 10.40 A. M.  
Recorded February 28<sup>th</sup> 1873

This Indenture made and entered into this the first day of January A. D. 1873 between Tho. J. Alsworth a citizen of the State of Mississippi of the first part, and Andrew Jackson a citizen of the State of Mississippi of the second part, witnesseth: that the said party of the first part for, and in consideration of the sum of one thousand and ninety dollars paid by

the said Andrew Jackson unto the said Tho. J. Alsworth the receipt whereof is hereby acknowledged; the said Tho. J. Alsworth doth hereby bargain, sell, alien & convey, and hath bargained, sold & conveyed unto the said Andrew Jackson his heirs and assigns, the following tract & piece of land, situated in Madison County and State of Mississippi as follows: to wit: the N<sup>1</sup>/<sub>2</sub> of E<sup>1</sup>/<sub>2</sub> of N. W. <sup>1</sup>/<sub>4</sub> of section 21 Town 9 R. 2 E unto the said Andrew Jackson, his heirs and assigns forever, also the unexpired lease of tract adjoining to wit, 10 Acres off S. W. cor. W<sup>1</sup>/<sub>2</sub> of S. W. <sup>1</sup>/<sub>4</sub> section 16 T. 9 R. 2 E, and the said Tho. J. Alsworth covenants with the said Andrew Jackson, his heirs & assigns to warrant and defend the title to the above described land, which is hereby conveyed, together with all improvements & privileges thereon from the claim of himself and all other persons to claim or claiming the same, unto the said Andrew Jackson, his heirs & assigns forever. In testimony whereof, set my hand and seal

Tho. J. Alsworth 

State of Mississippi  
Canton of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county Tho. J. Alsworth who acknowledged that he executed, signed, sealed and delivered the above deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of Office,  
at Canton this 31<sup>st</sup> day of Jan. A. D. 1873.  
E. J. Jeffrey Clerk  
E. H. Fritweiler D. C.

Edward Dickerson  
To & Deed in Trust  
J. J. Singleton Trustee

} Filed for Record this 4<sup>th</sup> day of Feb.  
A. D. 1873 at 12 M.

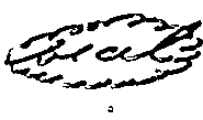
Recorded March 1<sup>st</sup> A. D. 1873

This deed in Trust made and entered into this 4<sup>th</sup> day of Feb. A. D. 1873 by and between O. R. Singleton of the first part Edward Dickerson of the second part and Tho. J. Singleton of the third part, all of Madison County, State of Mississippi Witnesseth: That whereas the said Dickerson is indebted to said O. R. Singleton in the sum of Five hundred and ninety Dollars as evidenced by promissory note of this date due and payable on the first day of Nov. 1873, and whereas said Dickerson is anxious to secure the prompt payment of said debt when the same shall become due. Now therefore in consideration of said indebtedness and the further sum of ten dollars paid by said Tho. J. Singleton to said Dickerson the receipt whereof is

The Deed of Trust for the purchase of land in Canton  
this 3<sup>rd</sup> day of March A.D. 1874  
O. R. Singleton

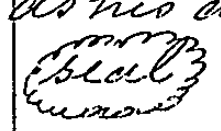
hereby acknowledged; the said Dickerson hath bar-  
gained sold and conveyed unto said Tho: J. Singleton  
the following described property (viz) All the corn, cotton,  
fodder, peas & potatoes raised by said Dickerson or any  
one working under him or upon the land by said  
Dickerson rented from O. R. Singleton on the Elder  
place during the year 1873, also the following stock (viz)  
One Bay horse bought of O. R. Singleton being the one  
worked year before last by Lewis Alexander, also one  
cream coloured horse and one two horse wagon held  
and owned by said Dickerson. To have and to hold  
unto the said Tho: J. Singleton his heirs & assigns forever.  
In trust nevertheless and for the following purposes:  
Should said Dickerson pay said note promptly at  
maturity and the costs of this Deed in Trust then  
this deed to be null and void, else to remain in  
full force and virtue. And upon such failure  
to pay as aforesaid the said J. J. Singleton Trustee  
as aforesaid may take possession of said property  
conveyed as aforesaid and after advertising the  
time and place of sale for ten days by posting notice  
at the Court house door in the City of Canton said  
State, may proceed to sell the same, or as much  
thereof as may be necessary to pay said debt &  
costs of executing this trust, to the highest bidder for  
cash, at public outcry, at said Court House door in  
said City of Canton & after paying said debt and  
costs, should there be a balance remaining shall  
pay it over to said Dickerson. Said O. R. Singleton  
or his legal representative shall have power to  
appoint in writing signed by him, another Trustee,  
should said J. J. Singleton from any cause fail  
or refuse to execute the trust herein bestowed, said  
newly appointed Trustee to have all the powers of  
said J. J. Singleton.

In Testimony whereof said party of the second  
part hath hereunto set his hand & affixed his  
seal the day & year first above written

Edward Dickerson   
mark

State of Mississippi  
County of Madison

This day personally ap-  
peared before the undersigned, Clerk of the Chan-  
cery Court of said County Edward Dickerson who  
acknowledged that he executed, signed, sealed  
and delivered the above Deed on the day and year  
aforesaid, and for the purposes therein mentioned,  
as his act and deed.

 Given under my hand and seal of office at Canton  
this 4<sup>th</sup> day of July A. D. 1873  
G. S. Jeffrey Clerk E. R. Subwire U. S.



Susan Davis  
to 3 Deed  
Bettie G Moore  
Susan D Palmer and  
Mary J Averitt

} Filed for record this 4<sup>th</sup> day of  
February A. D. 1873 at 11 A. M.  
Recorded March 1<sup>st</sup> A. D. 1873

This Indenture made this 8<sup>th</sup> day of January 1873, between Susan Davis of the first part & Bettie G. Moore, wife of Charles G Moore, Susan D Palmer, wife of R. Henry Palmer and Mary J Averitt, wife of James L Averitt, parties of the second part, witnesseth: that the said party of the first part, for and in consideration of the sum of nine thousand dollars to her in hand paid by the said parties of the second part, hath given granted bargained sold aliened & conveyed & by these presents doth give grant bargain sell alien & convey to the said parties of the second part, the following tract or parcel of land lying & being in the County of Madison, State of Mississippi, to wit: the North West Quarter & the West half of the North East quarter of section thirteen; the East half of the North East quarter, the North half of the West half of the North East quarter, the North half of the East half of the North West quarter of section fourteen Lots three four five six & seven of section twelve & Lots one, two, five & the South half of lot six of section eleven, all in Township Ten Range two East, To have and to hold said tract or parcel of land unto the said Bettie G Moore, Susan D Palmer, Mary J Averitt, their heirs & assigns forever. In Testimony whereof the said party of the first part hath hereto set her hand & affixed her seal this the day and year first herein written.

Susan Davis 

The State of Mississippi  
County of Madison

Personally appeared before me, J. M. Richards, a member of the Board of County Supervisors in and for said County, Susan Davis, grantor in the foregoing deed, who duly made acknowledgement that she signed sealed and delivered the foregoing deed on the day and year therein mentioned as her act and deed.

In Testimony whereof I hereto set my hand and affix my seal this 8<sup>th</sup> day of January A. D. 1873

J. M. Richards 

George Olive  
to 3 Deed of Trust  
W. B. Stinson Trustee

} Filed for record this 4<sup>th</sup> day of February  
A. D. 1873 at 5:30 P. M.  
Recorded March 1<sup>st</sup> A. D. 1873

This Deed of Trust made and entered into this the 4<sup>th</sup> day of Feb. A. D. 1873 by and between George Olive of the first part, W. B. Stinson of the second part and Robert B. Johnston Agent

Satisfied in full This day January 19th 1875

Richard & Prietty for J. S. Richards

of the third part, Witnesseth that whereas the party of the first part has purchased certain land situated in the County of Madison State of Mississippi and consideration thereof has executed his three certain obligations in writing whereby he promises to pay to the party of the third part thirteen Bales of "middling" Cotton each weighing five Hundred Pounds in three annual instalments to wit four Bales on the 1<sup>st</sup> of November 1873. Four Bales on the 1<sup>st</sup> November 1874 and five Bales on the 1<sup>st</sup> November 1875 as evidenced by the first second and third of said obligations in writing. And the party of the first part being desirous to secure the prompt payment of the said obligations in writing when the same becomes due, now this indenture Witnesseth that the party of the first part for and in consideration of the premises, and the sum of one dollar to him in hand paid by the party of the second part the receipt of which is hereby acknowledged, has granted bargained sold, and conveyed with said party of the second part, his heirs and assigns, the following described land situated in the county of Madison State of Mississippi being the same land purchased by the party of the first part as hereinbefore stated, to wit, The East half of the South West quarter of Section nine in Township Eleven, Range Five East also the entire crops of cotton, corn, and all other products to be grown and raised by the said party of the first part, and those working with him in said county during the year 1873. To have and to hold unto the said party of the second part, his heirs & assigns free from and against the claim or claims of any and all persons whomsoever, in trust nevertheless and for the following purposes, should said party of the first part fail to pay the said Cotton or any part, when it becomes due according to the tenor and effect of the said obligations in writing. Then the said party of the second part, may take possession of the above described land and crops and sell the same on the premises at public auction to the highest bidder for cash, first giving ten days notice of the time and place of sale, by posting with ten notices in three public places in said county and out of the proceeds of said sale, shall pay the party of the third part the value of the Cotton which shall be due according to the said obligations in writing and all the expenses of executing this trust. But the party of the first part shall retain possession of said land and crops, until the same are taken possession of by the said party of the second part for the purpose of enforcing this trust, and should said party of the first part pay the said Cotton to the said party of the third part, when the same

becomes due according to said obligations in writing, then this trust to be void, otherwise to remain in full force and virtue. And it is understood and agreed by the parties hereto, that if the said party of the second part, should die before the enforcement of this trust or should refuse or neglect to enforce the same, or should become unable to enforce the same, then the party of the third part may in writing appoint another in place of said party of the second part to enforce this trust and such substituted trustee shall have the same rights and powers, as to the execution of this trust as are vested in the said party of the second part.

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

George <sup>his</sup> Olive   
mark

The State of Mississippi  
 County of Madison

This day personally appeared before the undersigned, Clerk of the Circuit Court of said County George Olive who acknowledged that he executed signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of office,  
 at Canton this 4<sup>th</sup> day of February A. D. 1873  
 David Ringree Clerk

Wilson M<sup>c</sup> Willie  
 To<sup>3</sup> Deed of Trust  
 W. B. Stinson Trustee

} Filed for record this 4<sup>th</sup> day of Feb<sup>r</sup>.  
 A. D. 1873 at 5.30 P. M.

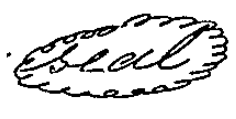
Recorded March 1<sup>st</sup> A. D. 1873

This Deed of Trust made and entered into this the fourth day of February A. D. 1873 to and between Wilson M<sup>c</sup> Willie of the first part W. B. Stinson of the second part and Robert B. Johnston of the third part, witnesseth: That whereas the party of the first part has purchased certain land situated in the County of Madison, State of Mississippi, and in consideration whereof has executed his three certain obligations in writing bearing even date herewith, whereby he promises to pay to the party of the third part Sixty Bales of Cotton of middling quality of the average weight of four hundred and fifty pounds to be paid to the party of the third part as follows: Twenty Bales to be delivered to the party of the third part on the 1<sup>st</sup> day of November A. D. 1873 as evidenced by the first of said obligations, and Twenty Bales to be delivered to the party of the third part on the 1<sup>st</sup> day of November A. D. 1874 as evidenced by the second of said obligations and Twenty Bales to be delivered to the party



of the third part on the first day of November A. D. 1875 as evidenced by the third of said obligations, and the party of the first part being desirous to secure the prompt payment and delivery of said Cotton as the same becomes due according to the tenor and effect of said obligations in writing. Now this indenture witnesseth that the party of the first part for and in consideration of the premises and the sum of one dollar to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed unto said party of the second part his heirs and assigns. The following described land situated in the County of Madison State of Mississippi being the same land purchased by the party of the first part as hereinbefore stated to wit: the South West Quarter of Section Four, and the South East Quarter and the West half of the North East Quarter of Section Five all in Township Eleven Range Five East. Also the entire crops of Cotton, Corn and all other products to be grown and raised by the said party of the first part, and those working under his control in said County during the year 1873 to have and to hold unto the said party of the second part his heirs and assigns forever free from and against the claim or claims of any and all persons whomsoever. In trust nevertheless and for the following purposes should said party of the first part fail to pay and deliver the said Cotton or any part thereof to the said party of the third part, when the same becomes due according to the tenor and effect of said obligations in writing, then the said party of the second part, may take possession of the above described land and crops, and sell the same on the premises at public auction to the highest bidder for cash first giving ten days notice of the time and place of sale, by posting written notices in three public places in said County, and out of the proceeds of said sale shall pay to the party of the third part the full value of the Cotton that may then be due as to said obligations in writing, valuing said Cotton at the market rates of Cotton at the time of such sale - and all the expenses of executing this trust. But the party of the first part shall retain possession of said Crops and land until the same are taken possession of by the party of the second part, for the purpose of enforcing this trust, and should said party of the first part pay and deliver said Cotton to said party of the third part when the same becomes due according to said obligations in writing, then this trust to be void, otherwise to remain in full force.

and virtue And it is understood and agreed by the parties hereto that of the said party of the second part should die before the enforcement of this trust or should refuse or neglect to enforce the same then the party of the third part may in writing appoint another in place of said party of the second part to enforce this trust and such substituted trustee shall have the same rights and powers as to the execution of this trust as are vested above in said party of the second part. In testimony whereof the party of the first part has hereto set his hand and seal on the day and year first above written

Wilson <sup>his</sup> M<sup>r</sup> Willie   
 The State of Mississippi. <sub>mark</sub>  
 County of Madison

This day personally appeared before the undersigned, Clerk of the Circuit Court of said County Wilson M<sup>r</sup> Willie who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, do his act and deed.



Given under my hand and seal of Office, at Canton this 4<sup>th</sup> day of February A. D. 1873  
 David Pingree Clerk

George Kennedy }  
 L<sup>o</sup> 3 Deed of Trust } Filed for record this 4<sup>th</sup> day of Feb.  
 W. B. Hinson Trustee } A. D. 1873 at 5.30 P. M.

Recorded March 1<sup>st</sup> A. D. 1873

This deed of Trust made and entered this the fourth day of February A. D. 1873 by and between George Kennedy of the first part W B Hinson of the second part and Robert B Johnston agent of the third part, witnesseth that whereas the party of the first part has purchased certain land situated in the County of Madison, State of Mississippi, and in consideration thereof has executed his three certain obligations in writing dated November 1<sup>st</sup> A. D. 1873 whereby he promises to pay the party of the third part the sum of one thousand dollars in three annual instalments with interest included at the rate of two per cent per annum, to wit: four hundred dollars (\$400<sup>00</sup>) to be paid on the 1<sup>st</sup> of November 1873 and three hundred and seventy dollars (\$370<sup>00</sup>) to be paid on the 1<sup>st</sup> of November 1874, and four hundred and forty dollars (\$440<sup>00</sup>) on the 1<sup>st</sup> of November 1875, as evidenced by the first second and third of said obligations in writing and whereas the said party of the first part is indebted to the said party of the third part for supplies and other things furnished during the years 1871, 1872 and 1873 to the amount of three hundred and fifty dollars (\$350<sup>00</sup>) for which the said party of the first part has executed his pro-

missory note with interest at the rate of ten per cent and dated the 4<sup>th</sup> of Feb<sup>y</sup> 1873. And the party of the first being desirous to secure the prompt payment of said obligations in writing when they become due. Now this indenture witnesseth that the party of the first part for and in consideration of the premises and the sum of one dollar to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted bargained sold & conveyed and by these presents do grant, bargain sell and convey unto said party of the second part, his heirs and assigns the following described land situated in the County of Madison, State of Mississippi, being the same land purchased by the said party of the first part, as hereinbefore stated to wit. The South half of the West half of the North East quarter, and the South half of the East half of the North West quarter and the South half of East half of the West half of the North West quarter of Section Four in Township Eleven Range Five East, also the entire crops of Cotton, Corn, and all other products to be grown and raised by the said party of the first part and those working with him in said County during the year 1873, and also the following named property to wit: One Baymull named Pompe. One Brown mull named "Liz". One Brindle Cow named . One red cow named . One Heifer named . One named and any other Cattle or hogs in the possession of said party of the first part and also such agricultural and mechanical implements as he may own. To have and to hold unto the said party of the second part, his heirs and assigns from and against the claim or claim of any and all persons whomsoever. In trust nevertheless, and for the following purposes, should said party of the first part fail to pay said sums or any part thereof, when they become due according to the tenor and effect of said obligations in writing, then the said party of the second part may take possession of the above described land and crops and other property and sell the same on the premises at public auction to the highest bidder for cash, first giving ten days notice of the time and place of sale by posting written notices in three public places in said county, and out of the proceeds of said sale, shall pay the party of the said part the amounts which shall be due according to the said obligations in writing and all the expenses of executing this trust. But the party of the first part shall retain possession of said land and property until the same are taken possession of by the party of the second part, for the purpose



of enforcing this trust, and should said party of the first part pay the said sums to the said party of the third part when the same becomes due, according to said obligations in writing, then this trust to be void, otherwise to remain in full force and virtue. And it is understood and agreed by the parties hereto that if the said W. B. Hinson party of the second part should die before the enforcement of this trust or should refuse or neglect to enforce the same or should become unable to enforce the same, then the party of the third part may in writing appoint another in place of said party of the second part to enforce this trust and such substituted trustee shall have the same rights and powers as to the execution of this trust as we vested above in said party of the second part. In testimony whereof the party of the first part, has herunto set his hand and seal on the day & year first above written.

George <sup>his</sup> Kennedy  <sub>mark</sub>

The State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Circuit Court of said County George Kennedy who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned as his act and deed.



Given under my hand and seal of Office  
at Canton this fourth day of February A. D.  
1873

David Pingree Clerk

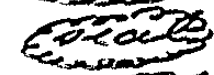
William C Johnson <sup>and others</sup>  
To 3 Deed  
George Kennedy

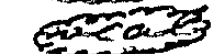
} filed for record this 4<sup>th</sup> day  
of February A. D. 1873 at 5:30 P. M.  
Recorded March 1<sup>st</sup> A. D. 1873

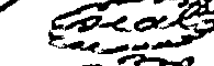
This Deed of Conveyance made and entered into this the first day of November A. D. 1872 by and between William C Johnson, Annie J Anderson and her husband Chapman L Anderson by Robert B Johnson their attorney in fact and Jane C Johnson and her husband Robert B Johnson parties of the first part and George Kennedy of the second part, witnesses: that for and in consideration of the sum of One thousand dollars to be paid in three annual instalments with interest from date at the rate of ten per cent per annum included, to wit: Five hundred dollars to be paid by the party of the second part on the first day of November A. D. 1873. Three hundred and Seventy dollars on the first day of November A. D. 1874 and four Hundred and forty dollars to be paid on the first day of November A. D. 1875, as evidenced by the three several obligations in writing

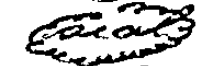
of the said party of second part, have granted bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said party of second part his heirs and assigns forever the following described land situated in the county of Madison State of Mississippi to wit: The South half of the West half of North East quarter and South half of the East half of the North West quarter and the South half of the East half of the West half of the North West quarter of section four all in Township Eleven Range Five East together with all and singular the tenements hereditaments and improvements thereunto belonging to have and to hold the above described land unto him the said party of the second part his heirs and assigns forever free from and against the claim or claims of any and all persons whomsoever. In testimony whereof the said parties of the second part have hereunto set their hands and affixed their seals this the day and date first in these presents above written.

William C. Johnson 

Nannie J. Anderson 

Chapman J. Anderson 

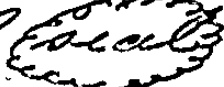
by Robert B. Johnson Atty in fact 

Jane C. Johnson 

Robert B. Johnson 

The State of Mississippi  
Madison County

Before me an acting Justice of the Peace in and for the county aforesaid this day personally appeared Robert B. Johnson who acknowledged that for himself and as attorney in fact for the said William C. Johnson, Nannie J. Anderson and Chapman J. Anderson as their Agent and attorney in fact he signed sealed and delivered the within and foregoing deed as his and their act and deed. Also personally appeared Jane C. Johnson wife of Robert B. Johnson who on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the said deed on the day and year and for the purposes therein mentioned as her voluntary act, freely and voluntarily and without any fear threats or compulsion of her said husband. Given under my hand and seal this the 29<sup>th</sup> day of January A. D. 1873

Jam. Miltoe J. P. 

George Harper

To } Deed of Trust

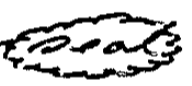
George Handy Trustee }

} Filed for record this 5<sup>th</sup> day  
 of February A. D. 1873 at 12.45 P. M.  
 Recorded 5<sup>th</sup> March A. D. 1873

This Deed made the 5<sup>th</sup> day of February A. D. 1873 by George Harper to George Handy to secure said Leigh Watkins in the payment of four hundred and fifty two dollars which the said Leigh Watkins has promised and agreed to furnish the said George Harper to enable the said George Harper to carry on his farm rented of L Watkins in Madison county during the year A. D. 1873 witnesseth; that in consideration of the indebtedness incurred, and in consideration of the advances to the said George Harper by the said Leigh Watkins this day made in provisions mule land rent and supplies to the amount of four hundred and fifty two dollars, and in consideration of the advances hereafter to be made by said Leigh Watkins to said George Harper the said George Harper hereby grants, bargains, sells aliens and conveys to the said George Handy party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property viz: one Blk mare mule and ten (10) head of hogs and also, whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattles that may hereafter be acquired by the said George Harper and the crop of cotton corn fodder peas potatoes and whatever else may be grown by the said George Harper or employees for his use on any lands during the year 1873, or any subsequent year, until said indebtedness is discharged. And it is agreed and understood between the parties that said indebtedness here incurred, and to be incurred under this contract, shall be due and payable on the 1<sup>st</sup> day of October A. D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said George Handy or any one said Leigh Watkins may appoint, to seize wherever found, and to sell at the door of the Court House of Madison county, Mississippi, at public outcry, to the highest bidder for cash, after 10 days notice in writing posted at the Court House door, any or all of said property as may be necessary to execute this trust, and out of the proceeds to pay said money so due to said party at the time of sale, and the remainder if any, to be paid back to said George Harper or employees nevertheless the said indebtedness is to be discharged in the following manner, to which the said George Harper hereby consents to and accepts - that is to say the said George Harper is to have in Canton by the 1<sup>st</sup> day of October 1873, such an amount of cotton as will fully pay off said indebtedness, besides cost of this instrument, and in case said indetb

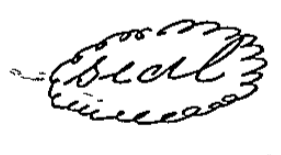


edness is not paid at maturity, then the said George Harper to pay said Leigh Watkins 2 1/2 per cent, on the whole of said indebtedness, which is agreed on as liquidated damages in case of the non performance of the allegations herein. And to the end that this deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi entitled "An Act for the encouragement of Agriculture," approved February 18<sup>th</sup> 1867, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said George Harper to operate and carry on his farm in Madison County, Mississippi during said year, to become due, as aforesaid, it is agreed that it shall constitute a Prior Lien, according to said law, upon said crop of cotton, corn, and all other produce of said farm, it being the intent of this deed that the said Leigh Watkins shall have all the rights and benefits to be derived from this instrument as a Deed of trust, as well as a contract under the above entitled Law. In witness whereof the said George Harper has affixed his name and seal to this deed, this the 5<sup>th</sup> day of Feb. A. D. 1873

George (his mark X) Harper 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county George Harper who acknowledged that he executed, signed, sealed and delivered the above deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



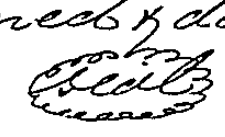
Given under my hand and seal of Office at Canton this 5<sup>th</sup> day of February A. D. 1873.

E. L. Jeffrey Clerk

Calvin Nichols  
To 3 Deed Trust  
J. W. Downs  
Trustee

} Filed for record this 5<sup>th</sup> day of February A. D. 1873 at 3.15 P. M.  
Recorded March 3<sup>rd</sup> A. D. 1873

This Deed of Trust made between N. J. Nichols, Calvin Nichols Col & J. W. Downs on this the 6<sup>th</sup> day of Feb. 1873 witnesses that the said Calvin Nichols is indebted to the said N. J. Nichols in the sum of two hundred and thirty dollars falling due the 1<sup>st</sup> of Dec next for rent of land and supplies for the present year and being anxious to secure the said N. J. Nichols in the prompt payment

thereof has on the day of the date hereof bargained  
 sold aliened & conveyed one bay mule called Mike  
 and the entire crop of corn & cotton to be grown by  
 him on the Elliot place in Madison County Miss.  
 the present year to the said Downs but this deed  
 is made in trust to secure the payment of the  
 above debt and should the same be paid promptly  
 at maturity it will be a satisfaction of this deed  
 but should the same remain unpaid after it  
 falls due then and in that case it shall be the  
 duty of the said Downs to advertise the property  
 above described for ten days in three public places  
 by written notice and sell the same for cash and  
 apply the proceeds to the payment of said debt  
 and should the said J. D. Nichols apprehend  
 any danger of said property being removed before  
 or after the maturity of said debt he is authorized  
 to instruct said Downs to take possession of the  
 same and hold the same subject to the provisions  
 of this deed and in the event of the death of said  
 Downs the said J. D. Nichols may appoint some  
 other person to carry out the provisions of this deed  
 In testimony of which this deed is signed & delivered  
 I accept the above Calvin <sup>his</sup> Nichols   
 trust

J. W. Downs  
 State of Mississippi  
 County of Madison

This day personally appeared  
 before the undersigned, Clerk of the Chancery Court of  
 said county Calvin Nichols who acknowledged that  
 he executed, signed, sealed and delivered the above  
 Deed of Trust on the day and year aforesaid, and for  
 the purposes therein mentioned, as his act and deed.  
 Given under my hand and seal of Office  
 at Canton this 5<sup>th</sup> day of February A. D. 1873  
 E. S. Jeffrey Clerk

George Russel }  
 To } Trust Deed } tiled for record this 5<sup>th</sup> day of February  
 George Wright } A. D. 1873 at 4 P. M.

Recorded March 3<sup>rd</sup> A. D. 1873

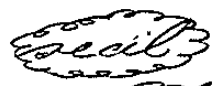
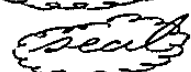
This indenture made and entered into this 1<sup>st</sup> day of  
 February 1873 by & between George Russel of the first  
 part Dan Hamblen of the second part & George Wright  
 of the third part all of the County of Madison State of  
 Mississippi Witnesseth: That the said party of the first  
 part, for and in consideration of the sum of ten dollars  
 to him in hand paid by the said party of the second  
 part, the receipt whereof is hereby acknowledged, and

for the further consideration of one promissory note, executed & delivered, by said party of the first part to the said party of the third part, dated the first day of Feb<sup>y</sup> 1873, and due and payable to his order on the 1<sup>st</sup> day of November 1873, for the sum of One hundred & fifty Dollars, which said note was executed for advances made and to be made hereafter by said party of the third part, to said party of the first part, for the purpose of cultivating and carrying on a crop on the plantation of the party of the third part - in the County of Madison State of Mississippi Now in consideration of the premises and for the purpose of securing the prompt payment of the above described note on the 1<sup>st</sup> day of November 1873 the said party of the first part this day sells & conveys all the cotton corn & fodder to be raised by said party of the first part, on the plantation above described during the year 1873, to have and to hold the crops to be raised to the said party of the second part, and his heirs & assigns forever, In trust nevertheless and upon the following condition to wit: If on or before the first day of November 1873 the said party of the first part, shall pay or cause to be paid to the said party of the third part or his assigns the sum of money on the note above mentioned due the 1<sup>st</sup> day of Feb<sup>y</sup> 1873 then this deed to be null & void, But if on the 1<sup>st</sup> day of November 1873 the said party of the first part, shall fail or make default in the payment of said sum of money in said note specified the said party of the second part at the request of the party of the third part or the holder of the said note, shall at once enter into and take possession of the above conveyed crop And after giving notice in three public places in the County & State aforesaid for the period of thirty days, shall proceed to sell the same at public auction in the town of Camden in said County within the hours prescribed by law for sheriff's sales all the above conveyed crop for cash and from the proceeds of sale shall first pay the cost of the execution of this trust Deed and next shall proceed to pay the amount of the note in the Deed described, and the balance of any shall be paid over to the party of the first part, his heirs, executors & administrators. And it is further covenanted & agreed, that in the event of the death absence or refusal to act of the party of the second, the party of the third part, is hereby authorized and empowered to appoint a successor, who is entrusted with



the same duties and power of the party of the second part, and who shall be appointed in the manner aforesaid, upon the application of the party of the third part or the holders of said note.

Given under our hands and seals this the 1<sup>st</sup> day of February A. D. 1873.

George Russell   
Dan Hamblen 

The State of Mississippi  
Madison County

Personally appeared before me Saml. Milton justice of the Peace of said County the within named George Russell and Dan Hamblen who severally acknowledged that they signed sealed and delivered the foregoing Deed of Trust as their own act and deed and for the purposes therein expressed.

Given under my hand and seal this the 1<sup>st</sup> day Feb'y A. D. 1873

Saml. Milton J. P. 

Shielding Mayson

To } Deed in Trust

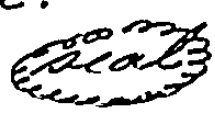
A. W. Stanford Trustee.

} Filed for record this 6<sup>th</sup> day  
of February A. D. 1873 at 4 P. M.  
Recorded March 3<sup>rd</sup> A. D. 1873.

This deed of Trust made this 6<sup>th</sup> day of February 1873 witnesseth: that whereas Shielding Mayson is indebted to C. G. Andrews five hundred pounds of lint cotton classified middling to be delivered in Canton in good merchantable condition, as rent for twenty acres of land, and for one mule sold him named — and of a — color, and for supplies to be furnished him during 1873, and whereas Shielding Mayson agreed to secure the payment of said sums, as well as any other sums advanced him, that Shielding Mayson in consideration of the premises, and ten dollars paid him by A. W. Stanford Trustee, does hereby bargain sell and convey to said Trustee one — colored mule named, and all crops of cotton and corn, made by Shielding Mayson during the present year, in trust however, that if Shielding Mayson shall on or before the 1<sup>st</sup> of November 1873, pay what may be due C. G. Andrews, then this Deed to be void; but if default is made in said payments the Trustee shall take possession of said property, and having given ten days notice of time, place and terms of sale, in posting notices at Vernon and Canton, public places in Madison County sell said property, or a sufficiency thereof, make payments for cash at public auction at Canton Madison County. And said C. G. Andrews or his legal representative can at anytime he may desire

appoint another Trustee in place of A. W. Stanford. Should the trustee at any time believe said property to be in danger as security for said payments, he shall take the same in his possession and hold it till payments are made.

In testimony whereof the said Fielding Mayson has hereunto set his hand and seal.

Fielding <sup>his</sup> Mayson   
mark

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, clerk of the Chancery Court of said County Fielding Mayson who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of office, at Canton this 6<sup>th</sup> day of Feb. A. D. 1873.

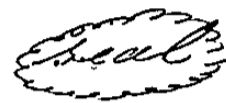
E. S. Jeffrey Clerk  
E. S. Guiltwiler D. C.

Sam Johnson  
Co. Deed of Trust  
A. W. Stanford Trustee

} Filed for record this 6<sup>th</sup> day  
of February A. D. 1873 at 4 P. M.  
Recorded March 4<sup>th</sup> 1873

This Deed of Trust made this 6<sup>th</sup> day of Feb. A. D. 1873, witnesseth: That whereas Sam Johnson party of the first part is indebted to C. G. Andrews party of the second part, five hundred pounds of lint cotton classified middling, delivered in Canton in good merchantable condition, as rent for twenty acres of land, and for one bull valued at twenty seven <sup>50</sup>/<sub>100</sub> dollars, and for part of a wagon valued to him at thirty five dollars, and for supplies furnished him during 1873 as per agreement, and whereas said party agreed to secure the payment of said sum, as well as any other sums advanced to him that the party of the first part in consideration of the premises and ten dollars to him paid by A. W. Stanford, Trustee does hereby bargain sell and convey to said Trustee, one sorrel mule named Charlie, and all crops of cotton and corn made by said Sam Johnson, during the present year; In trust however that if said party shall on or before the 1<sup>st</sup> of November 1873 pay what may be due said C. G. Andrews, as aforesaid, then this deed to be void, but if default is made in said payments, the Trustee shall take possession of said property, and having given ten days notice of the time and place and terms of sale, by passing

notices at Vernon and Canton public places in the county of Madison, sell said property or a sufficiency thereof to make payments for cash at public auction in Canton Madison County. And said C. G. Andrews or his legal representative can at any time he may desire appoint another Trustee in place of A. W. Stanford Should the Trustee at any time believe said property in danger as security for said payments he shall take the same in his possession and hold till said payments are made. In testimony whereof the said Sam Johnson has herunto set his hand and seal

Sam<sup>his</sup> Johnson 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Sam Johnson who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of office,  
at Canton this 6<sup>th</sup> day of Feb. A. D. 1873

C. S. Jeffrey Clerk  
C. H. Lubwiler D. C.

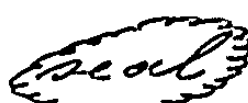
Henry Hurst  
to 3 Deed of Trust  
A. W. Stanford Trustee

} Filed for record this 6<sup>th</sup> day of February A. D. 1873 at 4. P. M.  
Recorded March 4<sup>th</sup> A. D. 1873

This Deed of Trust made this 6<sup>th</sup> day of Feb. 1873 witnesseth: that whereas Henry Hurst is indebted to C. G. Andrews five hundred pounds of lint cotton classified middling to be delivered in Canton in good merchantable condition as rent for twenty acres of land, and for supplies to be furnished him in 1873, and whereas Henry Hurst agreed to secure the payment of said sum as well as any other sums advanced him, that the said Henry Hurst in consideration of the premises, and ten dollars paid him by A. W. Stanford Trustee, does hereby bargain sell and convey to said Trustee, one sorrel mule named Pit and all crops of cotton and corn made by said Henry Hurst during the present year. In trust, however, that if Henry Hurst shall on or before the 1<sup>st</sup> of November 1873, pay what may be due C. G. Andrews, then this deed to be void, but if default is made in said payments, the Trustee shall take possession of said property, and having given ten days notice of the time place and terms of sale in posting notices at Vernon and Canton public



places in Madison Co. Ky, sell said property, or a sufficiency thereof to make payments for cash at public auction at Canton Madison County. And said C. G. Andrews or his legal representative can at any time he may desire appoint another Trustee, in place of A. W. Stanford. Should the trustee at any time believe said property in danger as security for said payments, he shall take the same in his possession and hold the same till payments are made. In testimony whereof the said Henry Hurst has hereunto set his hand and seal.

Henry Hurst   
his mark

It is further understood between the above mentioned parties that Henry Hurst is to have a credit of forty dollars, out of his indebtedness, provided he moves out a cabin and puts it in a good tenurable condition.

State of Mississippi  
 County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county Henry Hurst who acknowledges that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of office, at Canton this 6<sup>th</sup> day of Feb<sup>r</sup>. A. D. 1873

E. J. Jeffrey Clerk  
 E. H. Linswiler N. C.

Frank Taylor  
 for Deed of Trust  
 A. W. Stanford Trustee

} Filed for record this 6<sup>th</sup>  
 day of Feb<sup>r</sup>. A. D. 1873 at 4 P. M.  
 Recorded March 4<sup>th</sup> 1873

This deed of Trust made this 6<sup>th</sup> day of February A. D. 1873, witnesseth: That whereas Frank Taylor party of the first part is indebted to C. G. Andrews party of the second part five hundred pounds of lint cotton clasified muddalling delivered in Canton in good merchantable condition, as rent for twenty acres of land, and also for supplies to be furnished him during 1873 as per agreement and also for one yoke of oxen valued at fifty-five dollars and for part of a wagon valued to him at fifteen dollars and whereas said party agreed to secure the payment of said sum, as well as any other sums, advanced to him, that the party of the first part in consideration of the

premises and ten dollars to him paid by A. W. Stanford, Trustee does hereby bargain sell and convey to said Trustee one sorrel mule named Holloman, and all crops of corn and cotton made by said Frank Taylor during the present year, In trust however that if said party shall on or before the 1<sup>st</sup> of November 1873 pay what may be due said C. G. Andrews, as aforesaid, then this deed to be void, but if default is made in said payments the Trustee, shall take possession of said property and having given ten days notice of the time place and terms of sale by posting notices at Vernon and Canton public places in the County of Madison, sell said property or a sufficiency thereof & make payments for cash at public auction in Canton, Madison County, and said C. G. Andrews, or his legal representative can at any time he may desire appoint another Trustee in place of A. W. Stanford. Should the Trustee at any time believe said property in danger as security for said payments, he shall take the same in his possession and hold till said payments are made.

In testimony whereof the said Frank Taylor has hereunto set his hand and seal.

Frank <sup>his</sup> Taylor   
mark

State of Mississippi }  
County of Madison }

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county Frank Taylor who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned as his act and deed.



Given under my hand and seal of office at Canton this 6<sup>th</sup> day of Feb. A. D. 1873  
E. S. Jeffrey Clerk  
C. H. Gutwiler D. C.

Caesar Gordon }  
Coz Deed of Trust } filed for record this 6<sup>th</sup> day of  
A. W. Stanford Trustee } February A. D. 1873 at 4 P. M.  
Recorded March 4<sup>th</sup> A. D. 1873

This Deed of Trust made this 6<sup>th</sup> day of February 1873, witnesseth: That whereas Caesar Gordon is indebted to C. G. Andrews seven hundred and fifty pounds of lint cotton, clasified middling to be delivered in Canton in good merchantable condition, as rent for thirty acres of land, and for one mule worth one hundred and fifty dollars with 10 per cent interest for two years, and for one yoke of oxen worth fifty-five dollars, and for balance on supplies furnished him during 1872

and for supplies to be furnished him during 1873 and  
 for mule named Coleman sold him for one hundred  
 and fifty dollars and whereas Caesar Gordon agreed  
 to secure the payment of said sum, as well as any other  
 sums advanced him that the said Caesar Gordon in  
 consideration of the premises and ten dollars paid  
 him by A. W. Stanford Trustee does hereby bargain  
 sell and convey to said Trustee one sorrel mule  
 named Follie & brown mule named Coleman and  
 one yoke of oxen, being the same sold him Dec.  
 1872 by C. G. Andrews, and all crops of cotton and  
 corn made by said Caesar Gordon during the  
 present year; In trust however, that if Caesar  
 Gordon shall on or before the 1st of November 1873  
 pay what may be due C. G. Andrews, then this  
 deed to be void; but if default is made in  
 said payments, the Trustee shall take possess-  
 ion of said property, and having given ten  
 days notice of the time, place and terms of  
 sale by posting notices at Canton and Vernon  
 public places in Madison County, sell said  
 property, or a sufficiency thereof to make pay-  
 ments for cash at public auction at Canton  
 Madison County. And said C. G. Andrews, or  
 his legal representative can at any time he  
 may desire appoint another Trustee in place  
 of A. W. Stanford, should the Trustee at any time  
 believe said property in danger as security for  
 said payments, he shall take the same in his  
 possession and hold the same till payments  
 are made. In testimony whereof the said Caesar  
 Gordon has hereunto set his hand and seal

Caesar Gordon *(Signature)*  
 Trustee

State of Mississippi  
 County of Madison

This day personally appeared  
 before the undersigned, Clerk of the Chancery Court  
 of said County Caesar Gordon who acknowledged  
 that he executed, signed, sealed and delivered the  
 above Deed on the day and year aforesaid, and for  
 the purposes therein mentioned, as his act and deed.

*(Seal)*

Given under my hand and seal of  
 Office, at Canton this 6<sup>th</sup> day of Feb.  
 A. D. 1873

C. S. Jeffrey Clerk  
 C. H. Fritwiler D. C.



Fed Lindsay  
Doz Deed of Trust  
A. W. Stanford Trustee

} Filed for record this 6<sup>th</sup> day  
of February A.D. 1873 at 4. P.M.  
Recorded March 4<sup>th</sup> A.D. 1873

This Deed of Trust made this 6<sup>th</sup> day of February 1873  
witnesseth: That whereas Fed Lindsay is indebted  
to C. G. Andrews five hundred pounds of lint cotton  
classified middling to be delivered in Canton in  
good merchantable condition as rent for twenty  
acres of land, and for supplies and other things fur-  
nished him as per agreement and whereas said  
Fed Lindsay agreed to secure the payment of said sum,  
as well as any other sums advanced him, that the  
said Fed Lindsay, in consideration of the premises  
and ten dollars, paid to him by A. W. Stanford  
Trustee, does hereby bargain sell and convey to said  
Trustee one brown mule named Bradford and all  
crops of cotton and corn made by said Fed Lindsay  
during the present year. In trust however that if  
said Fed Lindsay shall on or before the 1<sup>st</sup> of November  
1873 pay what may be due said C. G. Andrews then  
this deed to be void, but if default is made in said  
payments, the Trustee shall take possession of said  
property and having given ten days notice of the time,  
place and terms of sale, by posting notices at Canton  
and Vernon, public places in Madison County, sell  
said property or a sufficiency thereof to make pay-  
ments for cash at public auction at Canton Madison  
County. And said C. G. Andrews or his legal representative  
can at any time he may desire appoint another Trustee  
in place of A. W. Stanford. Should the trustee at any time  
believe said property in danger, as security for said pay-  
ments he shall take the same in his possession, and  
hold the same till payments are made.

In testimony whereof the said Fed Lindsay has  
herunto set his hand and seal.

Fed Lindsay   
his  
mark

State of Mississippi  
County of Madison

This day personally appeared  
before the undersigned, Clerk of the Chancery Court  
of said county Fed Lindsay who acknowledged that  
he executed, signed, sealed and delivered the above  
Deed on the day and year aforesaid, and for the  
purposes therein mentioned, as his act and deed.



Given under my hand and seal of  
office, at Canton this 6<sup>th</sup> day of Feb, A.D.  
1873

C. S. Jeffrey Clerk  
C. R. Hutwiler N. C.

Wilie Williams

To 3 Deed of Trust

A. W. Stanford Trustee

} Filed for record this 6<sup>th</sup> day of  
Febry. A. D. 1873 at 4 P. M.

Recorded March 4<sup>th</sup> 1873

This Deed of Trust made this 6<sup>th</sup> day of Febry 1873 witnesseth:  
that whereas Wilie Williams is indebted to C. G. Andrews  
five hundred pounds of lint cotton clasified middling  
to be delivered in Canton in good merchantable condition  
as rent for twenty acres of land, and for one mule  
valued at one hundred and sixty dollars and for  
supplies to be furnished him during 1873, and where-  
as Wilie Williams agreed to secure the payment of  
said sum, as well as any other sums advanced him,  
that Wilie Williams in consideration of the premises  
and ten dollars paid him by A. W. Stanford Trust-  
ee, does hereby bargain sell and convey to said  
Trustee one sorrel or bay mule named Bet, and  
all crops of cotton and corn made by Wilie  
Williams during the present year; In trust  
however that if Wilie Williams shall on or before  
the 1<sup>st</sup> of November 1873, pay what may be due  
to C. G. Andrews, then this deed to be void, but  
if default is made in said payments, the  
Trustee shall take possession of said property,  
and having given ten days notice of the time  
place and terms of sale, in posting notices  
at Vernon and Canton public places in Madison  
County, sell said property or a sufficient  
thereof to make payments, for cash at public  
auction at Canton Madison County. And said  
C. G. Andrews or his legal representative can at any  
time he may desire appoint another Trustee in  
place of A. W. Stanford. Should the Trustee at  
any time believe said property in danger as  
security for said payments, he shall take the  
same in his possession, and hold the same  
till payments are made. In testimony where-  
of the said Wilie Williams has hereunto set  
his hand and seal

Wilie Williams <sup>his</sup> (Seal)  
<sub>mark</sub>

State of Mississippi

County of Madison

This day personally appear-  
ed before the undersigned, Clerk of the Chancery  
Court of said County Wilie Williams who ack-  
nowledged that he executed, signed, sealed and  
delivered the above deed on the day and year aforesaid,  
and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of Office at Canton this 6<sup>th</sup> day  
of Febry. A. D. 1873.

C. J. Jeffrey Clerk  
J. H. Sutwiler D. C.

(2)

A. H. White wife  
 Soz Bond  
 Adam Simpson } Filed for record this 6<sup>th</sup> day of Feb<sup>y</sup>.  
 A. D. 1873 at 1.45 P. M.  
 Recorded March 4<sup>th</sup> A. D. 1873

State of Mississippi }  
 Madison County } s.s.

Know all men by these presents that we A. H. White and Rachel White his wife of the state and county aforesaid are held and firmly bound unto Adam Simpson in the sum of one thousand dollars lawful money of the United States for the payment of which money well and truly to be made we bind ourselves our heirs executors and administrators firmly by these presents. Signed with our hands and sealed with our seals this the 29<sup>th</sup> of January A. D. 1873

The condition of the foregoing obligation and bond is such that whereas the aforementioned bounden parties have sold unto the said Adam Simpson a certain tract of land lying in the state and county aforesaid known and described as the  $\frac{1}{2}$  of  $\frac{1}{2}$  of  $\frac{1}{4}$  of Sec 36 T12 R3E and the  $\frac{1}{2}$  and the  $\frac{1}{2}$  of  $\frac{1}{2}$  of the  $\frac{1}{2}$  of  $\frac{1}{4}$  and the  $\frac{1}{2}$  of  $\frac{1}{2}$  of  $\frac{1}{4}$  of Sec 31 Township 12 Range 4 East containing in all one hundred and eighty acres by estimation for the sum of five hundred dollars to them in hand paid the receipt whereof is hereby acknowledged and for the further sum of five hundred dollars, to be paid by said Adam Simpson as evidenced by his note bearing even date with this instrument and payable on the 1<sup>st</sup> day of May 1873 now if on the payment or tender of payment of said note at maturity the said A. H. White and wife shall make a good and sufficient title in fee simple with the usual covenants of warranty to the said Adam Simpson of all the above described land except the  $\frac{1}{2}$  of  $\frac{1}{4}$  of  $\frac{1}{4}$  and  $\frac{1}{2}$  of  $\frac{1}{4}$  of  $\frac{1}{4}$  of  $\frac{1}{4}$  of Sec 31 Township 12 Range 4 East and also a quitclaim title with the usual covenants in such cases to that portion of the land so excepted then this obligation to be null and void otherwise to remain in full force and effect.

Attest

E. A. Stebbins

E. W. Melvin

A. H. White *(Seal)*

Rachel White *(Seal)*

State of Mississippi }  
 County of Madison }  
 3

Personally appeared before me E. S. Jeffrey, Clerk of the Chancery Court in and for said County, the above named E. A. Stebbins one of the subscribing witnesses to the foregoing deed, who, being first duly sworn, deposes and saith, that he saw the above named A. H. White & Rachel White whose name is subscribed thereto, sign, seal and deliver the same to the above named Adam Simpson and that he saw the other subscribing witness E. W. Melvin sign the same in the presence of the said



A. H. White and Rachel White and in the presence of each other, on the day and year therein named.

Seal

In testimony whereof witness my hand and seal of said Court this 6<sup>th</sup> day of February A. D. 1873.

E. S. Jeffrey Clerk

R. A. Martin } (1)  
Lo } Deed } Filed for record this 6<sup>th</sup> day of Feb'y.  
A. H. White } A. D. 1873 at 1.30 P. M.  
Recorded March 4<sup>th</sup> A. D. 1873

State of Mississippi  
Madison County

Know all men by these presents that I, R. A. Martin of the state and county aforesaid for and in consideration of the sum of one hundred and twenty five dollars to me in hand paid the receipt whereof is hereby acknowledged by A. H. White have bargained sold released and quit claimed and by these presents do bargain sell release and quit claim unto him the said A. H. White all my right title interest and claim in or to the following described land now in the possession of him the said R. A. Martin viz the North half of East half of South East quarter sec 26 Township 12 Range 3 East and the North half of the West half of South East quarter and the North half of South West quarter and the West half of West half of South half of South West quarter of Section 31 Township 12 Range 4 East all in the State and county aforesaid and containing by estimation one hundred and eighty acres more or less and I the said R. A. Martin do by these presents agree to warrant and defend the right and title to said A. H. White against the claim or claims of any and all persons claiming or to claim the whole or any part of the same by or through me the said R. A. Martin and no others.

In witness whereof I have hereunto affixed my hand and seal this the 28<sup>th</sup> day of January A. D. 1873.

Attest

Richard A. Martin

E. A. Stebbins

A. S. Grafton

State of Mississippi  
County of Madison

Personally appeared before me E. S. Jeffrey, Clerk of the Chancery Court in and for said County, the above named E. A. Stebbins one of the subscribing witnesses to the foregoing deed who being first duly sworn, deposed and said

that he saw the above named Richard A. Martin whose name is subscribed thereto, sign, seal and deliver the same to the above named A. H. White and that he saw the other subscribing witness, A. F. Grafton sign the same in the presence of the said Richard A. Martin and in the presence of each other, on the day and year therein named.

*Seal*

In testimony whereof, witness my hand and seal of said Court this 6<sup>th</sup> day of February A. D. 1873.

E. J. Jeffrey Clerk

E. A. Pennington  
A. H. Pennington  
Co. Deed of Trust  
Robinson & Stevens  
Madison County

filed for record this 7<sup>th</sup> day of February A. D. 1873 at 10 A. M.  
Recorded March 5<sup>th</sup> A. D. 1873

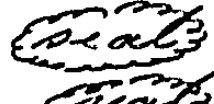
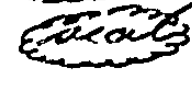
This Deed of Trust, made this 3 day of February A. D. 1873 witnesseth: That whereas, A. H. Pennington & his wife & other 2 Pennington of the County of Madison parties of the first part are indebted to Robinson & Stevens of Jackson Hinds Co. Miss in the sum of — Dollars on — and whereas said parties of first part expect said Robinson & Stevens to advance them Two Hundred dollars in money, supplies and merchandise during the year 1873 and whereas said parties agreed to secure the payment of said sum, as also any amount that may be advanced as aforesaid. That the parties of the first part in consideration of the premises as well as for ten dollars to them paid by E. H. Naber & M. B. Battle Trustee, does hereby bargain sell and convey to said Trustee the property, being in Madison County Mississippi, and described as follows: One Iron Gray Mule about 6 years old One sorrell mare mule about 3 years old Three cows & calves All farming implements purchased by us during the year also all Crops of Corn and Cotton and other agricultural products raised by us during the year 1873. The title to which unto said Trustee or any successor, we warrant to and agree to forever to defend. In trust, however, that if said parties shall, on or before the first day of November 1873, pay what may be due said Robinson & Stevens as aforesaid, and all costs incurred on account of this Deed, then this Deed to be void; but if default is made in said payments, the Trustee shall take possession of said property, and having given ten days notice of the time, place and terms of sale by in some newspaper published in Canton Miss: sell said property, or a sufficiency thereof, to make said payments, for cash, at public auction, at the Court House door in City of Jackson. And said Robinson & Stevens or their legal representative, can, at any time they may desire, appoint a Trustee in the place of E. H. Naber & M. B. Battle or any succeed.

At the request of the undersigned Robinson & Stevens in making signed this 3<sup>rd</sup> day of February A. D. 1873, in presence of the undersigned, E. J. Jeffrey, Clerk of said Court.

ing trustee. And should the trustee at any time believe said property of any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid: but until demanded by the trustee for either of the purposes as aforesaid, said parties of first part can hold the same.

In testimony whereof, said et. H. Pennington & Ether L Pennington his wife has hereto set their hands and seals having first duly stamped the same.

We hereby accept the above trust

E. H. Pennington   
et H Pennington <sup>his</sup>  mark

E. H. Reber  
N. B. Butte

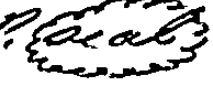
The State of Mississippi  
Hinds County

Personally appeared before the undersigned an Acting Justice in and for said Hinds County, et H. Pennington and Ether L Pennington his wife and acknowledged that they signed sealed and delivered the foregoing Deed of Trust, at the time therein named, as their act and deed. Witness my hand and seal of office, this the third day of Feb. A. D. 1873

Newton Robinson J. P. 

At same time came Ether L Pennington wife of the said A. H. Pennington who being examined separate & apart from her said husband acknowledged that she signed sealed & delivered the above deed as her act and deed freely voluntarily & without any fear or threats from her said husband or any other Powers.

Witness my hand & seal of this 3 day of Feb. 1873.

Newton Robinson J. P. 

Reuben Kidder & wife  
To: Deed  
Martha Scott

} Filed for record this 4<sup>th</sup> day of February A. D. 1873 at 12 M.

Recorded March 5<sup>th</sup> A. D. 1873

Know all men by these presents that et Reuben Kidder of the County of St. Louis State of Missouri in consideration of the sum of One hundred (100) dollars paid by Martha Scott formerly Martha Downs (a free woman of color) of the County of Madison State of Mississippi (the receipt whereof do hereby acknowledge) do hereby give, grant sell and convey unto the said Martha her heirs and assigns a certain parcel of land lying and being near the city of Canton in said State of Mississippi and bounded as follows. Beginning at a point near the north



line of land of J. G. Fellows distant fifteen (15) rods and twelve and one half (12 1/2) feet East from the right of way of the Miss. Central R. Road and forty eight (48) rods southerly parallel with said R. Road from the South line of land of John Kelly thence East parallel with said Fellows north line thirteen and one third (13 1/3) rods thence northerly six (6) rods thence West thirteen and one third (13 1/3) rods to a forty foot street thence southerly on the East line of said St. six (6) rods to place of beginning, containing one half acre more or less.

This instrument is made and executed in place or in lieu of two other Deeds made by me one of which has been given up or surrendered without having been recorded and the other reported lost, all of which were intended to cover the same lot. The two former Deeds bounding the lot forty (40) feet further West, the present Deed leaving a forty ft. St. on the West of said lot, being lot No. 9 according to plan drawn from Survey by C. C. Ford to have and to hold the same, with all the privileges and appurtenances belonging thereto, to the said Martha her heirs and assigns, to her use and benefit forever. And I do covenant with the said Martha her heirs and assigns, that I am lawfully seized in fee of the premises - that they are free of all incumbrances - that I have good right to sell and convey the same to the said Martha and that I will warrant and defend the same to the said Martha her heirs and assigns forever against the lawful claims and demands of any person.

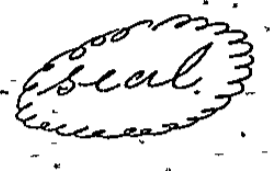
In witness whereof, the said Reuben Kidder together with Mary L Kidder his wife, in token of her relinquishment of her right to dower in the aforegranted premises, have hereunto set their hands and seals this twentieth day of January in the year of our Lord one thousand eight hundred and seventy three -

Signed, sealed & delivered  
 in presence of  
 Reuben Kidder  
 Mary L Kidder  
 Ellicott J. Philbrick

United States of America  
 State of Missouri  
 City & County of St. Louis

Be it remembered, that on this Twenty seventh day of January in the year of our Lord one thousand eight hundred and seventy three before me Charles W. Greene Jr. a Commissioner for Mississippi residing in the City and County aforesaid, duly commissioned and qualified by the Governor of said State, to take acknowledgments and proof of the execution of Deeds and other instruments of writing, to be used or recorded therein, personally appeared, in said City and

County of St. Louis, Reuben Hilder personally known to me to be the identical person described in, and who has executed the annexed instrument, as party thereto, and acknowledged to me that he had signed, sealed and delivered the same as his voluntary act and deed, on the day and year therein mentioned, for the uses and purposes therein expressed, and that he does not wish to retract the same.



In testimony whereof, I have hereunto set my hand, and affixed my official seal, at my Office in said City of St. Louis, the day and year last aforesaid.

C. H. Greene Jr.  
Comr for Mississippi at  
St. Louis City, Missouri

Jacob Archer  
to 3 Note and Lien  
of 320<sup>00</sup>

} Filed for record this 7<sup>th</sup> day of  
February A. D. 1873 at 4.10 P. M.  
Recorded March 5<sup>th</sup> A. D. 1873

Madison County, Miss.  
January 1<sup>st</sup> 1873

First day of October after date I promise to pay to the order of S. Loeb & Co. the sum of three hundred and twenty Dollars (\$320<sup>00</sup>) with interest at ten per cent from date, for and in consideration of One Black Horse Mule and One Bay Horse Mule this day purchased by me of the said S. Loeb & Co. and hereby give to the said S. Loeb & Co. a first Lien on said two mules until paid.

Jacob <sup>his</sup> Archer  
mark

The State of Miss  
Madison County

Personally appeared before me, J. W. Jenkins, a Justice of the Peace in and for said State and County, Jacob Archer and acknowledged that he signed, sealed and delivered the foregoing note and mortgage Lien, on the day and year therein mentioned, as his act and deed.

Witness my hand and seal this the 3<sup>rd</sup> day of February A. D. 1873

J. W. Jenkins J. P.

Abraham Green  
and Moses Maney  
To } Deed of Trust  
E. J. Harreld.

Filed for record this 7<sup>th</sup> day of  
February A.D. 1873 at 5 P. M.

Recorded March 5<sup>th</sup> A.D. 1873

This deed made the 23<sup>rd</sup> day of January  
A.D. 1873 by Abraham Green & Moses Maney to E. J. Har-  
reld to secure E. J. Harreld in the payment of Two  
hundred and nine dollars, which the said E. J. Harreld  
has previously furnished the said Green & Maney  
to enable the said Green & Maney to carry on their  
plantation or farm in Madison county during the  
year A.D. 1873. witnesseth: That in consideration of the  
indebtedness incurred, and in consideration of the ad-  
vances to the said Abraham Green & Moses Maney by  
the said E. J. Harreld this day made in provisions and  
supplies to the amount of Two hundred & nine dollars,  
and in consideration of the advances hereafter to be  
made by said E. J. Harreld to said Green & Maney the  
said Green & Maney hereby grants, bargains, sells, alieno  
and conveys to the said Geo R. Reid party of the second  
part, and trustee herein, for the uses and purposes  
thus named and herein mentioned, the following  
described property, viz: Two mules an Iron Gray and  
Dark bay and also, whatever mules, horses, cattle, hogs  
wagons, carts, buggies, goods and chattels that may  
hereafter be acquired by the said Green and Maney  
and the crop of cotton, corn, fodder, peas, potatoes, and  
whatever else may be grown by the said Green and  
Maney for their use on any lands during the year 1873 or  
any subsequent year until said indebtedness is dis-  
charged. And it is agreed and understood between  
the parties that said indebtedness here incurred and to  
be incurred under this contract, shall be due and payable  
on the 1<sup>st</sup> day of November A.D. 1873. And if said indebted-  
ness shall then not have been discharged fully, it  
shall be lawful for the said Geo R. Reid or any one  
he or said E. J. Harreld may appoint, to seize wherever  
found, and to sell at the door of the Court House of  
Madison County Mississippi at public outcry, to the highest  
bidder for cash, after 10 days' notice in writing posted at  
the said Court House door, any or all of said property, as  
may be necessary to execute this trust, and out of the pro-  
ceeds to pay said money so due to said party at the time  
of sale, and the remainder if any, to be paid back to said  
Green & Maney. Nevertheless the said indebtedness is to  
be discharged in the following manner, to which the  
said E. J. Harreld hereby consents to and accepts - that  
is to say the said Green & Maney are to have in Canton  
by the 1<sup>st</sup> day of Nov. 1873 such an amount of Cotton as will  
fully pay off said indebtedness, besides cost of this instru-

ment, and in case said indebtedness is not paid at maturity, then the said Greene & Maney to pay to said E. J. Harrelld 2 1/2 per cent on the whole of said indebtedness which is agreed on as liquidated damages in case of the non-performance of the allegations herein. And to the end that this deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi entitled "An Act for the encouragement of Agriculture," approved February 18<sup>th</sup> 1867, it is further so witness: that the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said Greene & Maney to operate and carry on their farm or plantation in Madison county, Mississippi; during said year, to become due as aforesaid, it is agreed that it shall constitute a prior Lien, according to said law, upon said crop of cotton, corn, and all other produce of said farm, - it being the intent of this deed that the said E. J. Harrelld shall have all the rights and benefits to be derived from this instrument as a Deed of Trust, as well as a contract under the above entitled Law.

In witness whereof the said Greene & Maney has affixed their name and seal to this deed, this the 7<sup>th</sup> day of February A. D. 1873

Abraham<sup>his</sup> Greene seal  
 Moses<sup>mark</sup> Maney

State of Mississippi  
 County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county Abraham Greene and Moses Maney who acknowledged that they executed, signed, sealed and delivered the above deed on the day and year afore said, and for the purposes therein mentioned, as their act and deed.



Given under my hand and seal of Office, at Canton this 7<sup>th</sup> day of Feb. A. D. 1873.

E. J. Jeffrey Clerk  
 E. H. Gutwiler N. C.

Thornton Smith }  
 Co. Deed of Trust } Filed for record this 7<sup>th</sup> day of Feb.  
 E. J. Harrelld } A. D. 1873 at 5 P. M.

Recorded March 5<sup>th</sup> A. D. 1873

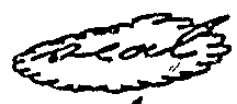
This deed, made the 7<sup>th</sup> day of February A. D. 1873, by Thornton Smith to E. J. Harrelld to secure E. J. Harrelld in the payment of Ninety dollars which the said E. J. Harrelld has promised and agreed to furnish the said Thornton



This Deed of Trust has been fully satisfied and Cancelled this 20 day of December A.D. 1873  
and is now  
Geo. H. Reid Trustee

Smith to enable the said Thornton Smith to carry on his plantation or farm in Madison County during the year A.D. 1873, witnesseth: that in consideration of the indebtedness incurred, and in consideration of the advances to the said Thornton Smith by the said E. J. Harrelld this day made in provisions and supplies to the amount of ninety dollars and in consideration of the advances hereafter to be made by said E. J. Harrelld to said Thornton Smith the said Thornton Smith hereby grants, bargains, sells, aliens and conveys to the said Geo. R. Reid party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property, viz: whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said Thornton Smith and the crop of cotton, corn, fodder, peas, potatoes and whatever else may be grown by the said Thornton Smith for his use, on any lands during the year 1873 or any subsequent year, until said indebtedness is discharged. And it is agreed and understood between the parties that said indebtedness here incurred, and to be incurred under this contract, shall be due and payable on the 1<sup>st</sup> day of November A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said Geo. R. Reid or any one he or said E. J. Harrelld may appoint to seize wherever found, and to sell at the door of the Court House of Madison County, Mississippi, at public outcry, to the highest bidder for cash, after 10 days notice in writing posted at the said Court House door, any or all of said property, as may be necessary to execute this trust, and out of the proceeds to pay said money so due to said party at the time of sale, and the remainder, if any, to be paid back to said Thornton Smith. Nevertheless, the said indebtedness is to be discharged in the following manner, to which the said E. J. Harrelld hereby consents to and accepts - that is to say, the said Thornton Smith is to have in Canton by the 1<sup>st</sup> day of November 1873 such an amount of cotton as will fully pay off said indebtedness, besides cost of this instrument and in case said indebtedness is not paid at maturity, then the said Thornton Smith to pay to said E. J. Harrelld 2 1/2 per cent, on the whole of said indebtedness, which is agreed on as liquidated damages in case of the non-performance of the allegations herein. And to the end that this deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi entitled "An Act for the encouragement of Agriculture" approved February 18<sup>th</sup> 1857, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A.D. 1873 to enable said Thornton Smith to operate and carry on his

farm or plantation in Madison County, Mississippi; during said year, to become due as aforesaid, it is agreed that it shall constitute a prior Lien, according to said law, upon said crops of cotton, corn, and all other produce of said farm, it being the intent of this deed that the said C. S. Harrelld shall have all the rights and benefits to be derived from this instrument as a Deed of Trust, as well as a contract under the above entitled Law. In witness whereof the said Thornton Smith has affixed his name and seal to this deed, this the 7<sup>th</sup> day of February A. D. 1873.

Thornton <sup>his</sup> Smith 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county Thornton Smith who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of office, at Canton this 7<sup>th</sup> day of Feby. A. D. 1873



E. S. Jeffrey Clerk  
E. H. Tutwiler N. C.

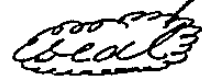
Julia Shelby et al  
To: Deed  
J. B. Cauthen

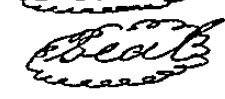
} Filed for record this 8<sup>th</sup> day of  
February A. D. 1873 at 11. A. M.  
Recorded March 5<sup>th</sup> A. D. 1873

This Deed of Indenture made and entered into this 2<sup>nd</sup> day of January A. D. 1873 by and between Albert Shelby & Julia A. Shelby, parties of the first part and John B. Cauthen, party of the second part. Witnesseth: That for and in consideration of the sum of Two thousand Dollars to be paid to my Agent J. A. Shelby of the County of Madison & State of Miss, before the delivery of these presents, the said parties of the first part have granted, bargained and sold, and do by these presents grant, bargain and sell, transfer and convey unto the said John B. Cauthen, his heirs & assigns forever all that tract or parcel of land lying in Madison County & State of Miss: known as the John Moor Place and described as the E 1/2 of Sect 2 less 53 acres previously sold to J. B. Cauthen out of the N. W. Corner and the N. W. 1/4 less 10 acres sold to Adam M. Willie & W 1/2 of S. W. 1/4 of Sec 1, all in T 11 N 5 E containing 4.97 acres more or less, together with all the rights, appurtenances and improvements thereunto belonging or appertaining

To have and to hold unto the said John B. Cauthen, his heirs executors & assigns forever. And the said Julia A. Shelby, for herself, her heirs, executors and administrators contract and covenant with the said John B. Cauthen, his heirs, executors, administrators & assigns that the said above conveyed property is free & clear of any & all encumbrances and that she will warrant and defend the title thereto against the claims of any and all persons whomsoever.

Witness our hands & seals this 2<sup>nd</sup> day of January A.D. 1873

Elbert Shelby 

Julia A. Shelby 

The State of Texas

County of Burlison

This day personally appeared before me the undersigned authority, Elbert Shelby, whose name appears to the above and foregoing Deed of Conveyance and acknowledged that he signed sealed and delivered the same on the day year therein mentioned as his act and deed. Also at the same time personally appeared the said Julia A. Shelby wife of the said Elbert Shelby, who being by me examined separate and apart from her said husband, after having aforesaid deed explained to her, acknowledged that she signed the same in good faith, sealed and delivered the same as her own act and deed, without any fear threats or compulsion of her said husband, and that she does not now wish to retract it.

Given under my hand and official seal at Office in the Town of Lexington this the 2<sup>nd</sup> day of January A.D. 1873

Wm. M. Burns J.P. No. 4  
and Exec. Notary Public T. C.

The State of Texas

County of Burlison

I, Thomas M. Hunt, Clerk of the District Court, within and for the State and County aforesaid, do hereby certify that William M. Burns is a Justice of the Peace within and for said County and State, duly elected, commissioned and qualified, and that as such officer he is authorized to take the acknowledgment and proof of deeds and other instruments in writing, and to administer all oaths whatever;

Given under my hand and the seal of said Court, at office, in the Town of Caldwell, this the Second day of January A.D. 1873



Thomas M. Hunt Clk. Dis. Ct.

State of Texas

Burlison County

Personally appeared before me the within named Elbert Shelby

who acknowledged that he signed, sealed and delivered the foregoing deed on the day & year therein mentioned as his act and deed. Also at the same time personally appeared the said Julia A Shelby wife of the said Albert Shelby, who being by me examined separate and apart from her said husband, on a private examination, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, without any fear, threats or compulsion of her said husband, as her voluntary act and deed.

Sal Williams  
Wm Williams  
Moses Williams  
Wm Johnson  
To 3/4 Deed of Trust  
3/4 E Corletts

} Filed for record this 8<sup>th</sup> day  
of February A. D. 1873 at 12 Pm  
Recorded March 6<sup>th</sup> A. D. 1873

State of Mississippi }  
Madison County }  
3


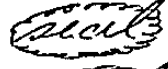
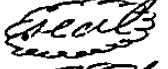
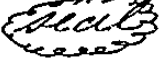
This Deed in Trust made and entered into, this the 8<sup>th</sup> day February 1873 by and between Sal Williams Wm Williams Moses Williams & Wm Johnson of the first part E Corletts of the second part & George W Corletts trustee of the third part: witnesses that whereas said party of the second part has this day furnished E Corletts eleven hundred & ten dollars \$1110 <sup>00</sup>/<sub>100</sub> for six mules to the parties of the first part for the use of cultivating One hundred & eighty five acres in what is known as the Peeping Field on J. E. Corletts plantation in said County, as evidenced by their written agreement of this date and whereas said parties of the first part are desirous of securing the payment of the value of the same. Now therefore in consideration of the promises said parties of the first part, do hereby grant, bargain, sell and deliver the following personal property unto said party of the third part, to wit: six mules as above named together with all our farming implements tools or utensil, wagons and stock of every description now owned or hereafter acquired by us to secure said E Corletts in the prompt payment of eleven hundred & ten dollars by each of us also all the crops of Cotton & Corn that said parties of the first part shall raise or grow on said place during said year 1873 and it is agreed by the parties hereto that said sum of money furnished as aforesaid shall be due and payable on the first day of December 1873. But this conveyance

I acknowledge Satisfaction as far as Moses Williams is concerned in the written Deed of Trust and do hereby relinquish all claim or demands on the within described property belonging to the said Moses Williams this 19<sup>th</sup> day of January 1873  
Geo. W. Corletts trustee.




I acknowledge satisfaction in part of the million Deed of Trust and do hereby relinquish all claims or demands on the matters aforesaid property belonging to said Mrs Johnson  
G. H. Fulkreder

is made in trust and upon the following condition, to wit, If said parties of the first part shall well & truly pay unto said party of the second part the full amount of said indebtedness furnished according to the agreement aforesaid on or before said first day of December 1873, then this deed is to be void, But if default is made in the payment thereof in whole or in part, then it shall be the duty of the said trustee to sell said personalty before the door of the court House aforesaid county at public auction to the highest bidder for cash first giving 10 days notice of the time place & term of sale by posting an advertisement thereof at the door of said Court house - and he shall apply the proceeds of such sale first to the payment of what may be due and the cost executing this trust & the balance if any, to said parties of the first part it is further agreed that if said trustee either by death or resignation will or can not act then it shall be lawful for said E. Corlets to appoint one in his place. In witness whereof said parties of the first hereunto set their hands and seals this the day & year first above written

Sal <sup>his</sup> Williams !   
Wm <sup>his</sup> Williams !   
Moses <sup>his</sup> Williams !   
Wm <sup>his</sup> Johnson ! 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Sal Williams Wm Williams Moses Williams & Wm Johnson who acknowledged that they executed, signed, sealed and delivered the above deed on the day and year aforesaid, and for the purposes therein mentioned, as their act and deed.

 Given under my hand and seal of Office at Canton this 8<sup>th</sup> day of Feb'y A.D. 1873  
E. J. Jeffrey Clerk  
E. H. Fulkreder D.C.

V. Werner }  
To } Trust Deed } Filed for record this 8<sup>th</sup> day of  
S. L. Calhoun, Trustee } February A. D. 1873 at 12.30 P. M.  
Recorded March 6<sup>th</sup> A. D. 1873

Be it known that for the sum of Three thousand one Hundred & Eighty six Dollars this day loaned me by J. A. N. Campbell and to be paid back to him on the 8<sup>th</sup> day of May A. D. 1873, as evidenced by my promissory note of this date for that sum payable on the 8<sup>th</sup> day of May A. D. 1873, I Valentine Werner have this day granted, bargained and sold and by this deed do grant, give,

This deed was this day ratified by payment of the principal and interest of the sum of \$1444.75 and is now hereby cancelled this 8th day of February 1873. Val. Werner

sell, alien and convey to J. S. Calhoun all that tract or parcel of land in the County of Madison and State of Mississippi and near the City of Canton, bounded as follows: Beginning at a Pine Stake on the road leading from Canton to Bolis Ferry, running thence North 82 1/2 degrees East 80 poles to two Black Jacks; thence South eleven degrees West forty poles to two Black Jacks; thence South 82 1/2 degrees West 80 poles to the road aforesaid; thence with said road North 11 degrees East 40 poles to the beginning, containing twenty acres more or less, and being the same property conveyed to me by James M. Garland and now occupied by me. I have and to hold to the said J. S. Calhoun his heirs and assigns forever, but in trust to permit me to occupy it until default be made herein and for this deed to be void, if the said promissory note shall be paid when due, but, if said note shall not be paid when due the said J. S. Calhoun, or any one appointed in his stead by the holder of said note, may sell said land at the Court House of said County to the highest bidder for cash and convey it to the purchaser and out of the proceeds pay said notes, but before said sale it shall be advertised for twenty days by posting notice on the door of the Court House aforesaid.

On witness whereof I the grantor herein have hereto put my name and seal this 8th day of February A. D. 1873

Valentine Werner (Seal)

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Valentine Werner who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of office, at Canton this 8th day of February A. D. 1873

(Seal)

E. J. Jeffrey Clerk  
C. H. Tutwiler N. C.

Wm. C. F. Harreld  
Do 3 Trust Deed  
David Stadelker  
Trustee

} Filed for Record this 8<sup>th</sup> day  
of February A. D. 1873 at 12.45 P. M.  
Recorded March 6<sup>th</sup> A. D. 1873

This Deed in Trust made and entered into this 9<sup>th</sup> day of February A. D. 1873 by and between Elizabeth F. Harreld of the first part & Stadelker Son of the second part and David Stadelker of the third part all of the County of Madison State of Miss. Witnesseth: that whereas said party of the first part is indebted to the party of the second part in the sum of two thousand Dollars (\$2000<sup>00</sup>) for supplies and money heretofore furnished and hereafter to be furnished by the party of the second part to the party of the first part, to enable her to carry on her plantation in said County during the year 1873: and whereas said party of the first part is anxious to secure the party of the second part in the prompt payment of said sum at maturity a promissory note of this date having been given for same payable on said 15<sup>th</sup> Nov. 1873. Now therefore in consideration of said indebtedness and the further sum of ten dollars by the party of the third to the party of the first part in hand paid the receipt whereof is hereby acknowledged, the said party of the first part doth hereby sell alien and convey unto the party of the third part the following described property (to wit) ct. W 1/4 E 1/2 S E 1/4 Sec 12, E 1/2 ct E 1/4 Sec 19 ct. W 1/4 Sec 22 of W 1/2 S W 1/4 Sec 17 all in T 9 R 2 East with all the privileges and appurtenances there unto belonging except the forty acres upon which the dwelling house and out houses immediately adjoining thereto also seven mules (viz) Brock, Sal, Julia, Emma, Sue, Beck & Sildy, also two horses Charles & Fanny, forty head of cattle more or less, two wagons, all the corn cotton fodder peas and potatoes raised by said party of the first on her plantation during the year 1873 either by herself or those employed by her: To have and to hold unto the party of the third part his heirs and assigns forever, and the party of the first part hereby covenants and agrees to warrant and defend to the party of the third his heirs & Representatives forever the title to said property. In trust however and for the following purposes (to wit) if the said party of the first part shall well and truly pay said note for two thousand dollars at maturity or so much thereof as may be due for supplies furnished and hereafter to be furnished then this Deed to be void else to remain in full force and effect.

Satisfied May 28<sup>th</sup> 1874  
J. Stadelker for  
part

If however said party of the first part shall fail to pay to the party of the second such sum as shall be due on the said 15<sup>th</sup> Nov. 1873 then the party of the third part at the instance of the party of the second part shall take possession of all said property wherever found, and after giving ten days notice of the time & place of sale by posting at the Court house house door in the City of Canton in said State, shall proceed to sell for cash to the highest at public outcry at said Court house door, said property or so much thereof as may be necessary to pay off said amount so due and unpaid and all costs of executing this deed in Trust, and after paying off said debt and costs should there be a balance remaining in his hands shall pay over the same to said party of the first part.

And the said party of the second part may in writing signed by the firm or either of them appoint another Trustee to execute this trust should said David Stedeker from any cause fail or refuse to execute this trust.

In testimony whereof the party of party of the first part hath hereunto set her hand and seal the day and year first above written  
 E. F. Harreld (seal)

State of Mississippi  
 County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Mr. E. F. Harreld who acknowledged that she executed, signed, sealed and delivered the above Deed on the day and year aforesaid and for the purposes therein mentioned, as her act and deed.

(seal)

Given under my hand and seal of office at Canton this 8<sup>th</sup> day of Feb. A. D. 1873  
 E. J. Jeffrey Clerk  
 E. H. Fritwiler D. C.

Horn & Tom Many  
 Co. Deed of Trust  
 Isidor Gross Trustee

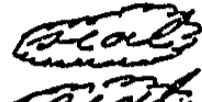
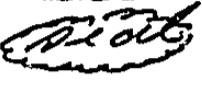
} Filed for record this 8<sup>th</sup>  
 day of February A. D. 1873  
 Recorded March 7<sup>th</sup> A. D. 1873

This deed made the 8<sup>th</sup> day of Feb. A. D. 1873 gave Horn & Tom Many to Isidor Gross Trustee to receive Robert Travis in the payment of Two hundred thirty dollars which the said Robt. Travis has promised and agreed to furnish the said Horn & Many to enable the said Horn & Many to carry on plantation or farm in Madison county, during the year A. D. 1873 Witness that in consideration of indebtedness incurred, and in



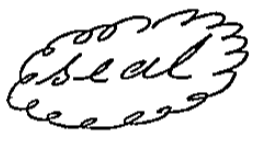
consideration of the advances to the said Horn & Mary by the said Robert Travis this day made in provisions and supplies to the amount of Two hundred thirty dollars and in consideration of the advances hereafter to be made by said Robt. Travis to said Horn & Mary the said Horn & Mary hereby grants, bargains, sells, alien and conveys to the said Isidor Gross party of the second part and trustee herein, for the use and purposes thus named and herein mentioned, the following described property, viz: 1 Brown Mare mule named Martha 1 Black Horse named Mike and also, whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said Horn & Mary and the crop of cotton, corn, fodder, peas, potatoes and whatever else may be grown by the said Horn & Mary for their use, on any lands during the year 1873, or any subsequent year, until said indebtedness is discharged. And it is agreed and understood between the parties that said indebtedness here incurred, and to be incurred under this contract, shall be due and payable on the 1<sup>st</sup> day of November A. D. 1873 And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said Isidor Gross or any one he or said Trustee may appoint, to seize wherever found, and to sell at the door of the courthouse of Madison county, Mississippi, at public outcry, to the highest bidder for cash, after 10 days notice in writing posted at the courthouse door, any or all of said property, as may be necessary to execute this trust and out of the proceeds to pay said money so due to said party at the time of sale, and the remainder, if any, to be paid back to said Jane Horn & Sam Mary. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said Robt. Travis hereby consents to and accepts - that is to say, the said Horn & Mary is to have in Canton by the 1 day of November 1873 such an amount of cotton as will fully pay off said indebtedness besides cost of this instrument, and in case said indebtedness is not paid at maturity then the said Horn & Mary to pay said Robt. Travis 2 1/2 per cent on the whole of said indebtedness, which is agreed on as liquidated damages in case of the non-performance of the allegations herein. And to the end that this deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi, entitled "An Act for the encouragement of Agriculture approved February 18<sup>th</sup> 1867, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said Horn & Mary to operate and carry on... farm or plantation in Madison County Mississippi during said year to become due, as aforesaid,

it is agreed that it shall constitute a Prior Lien, according to said law, upon said crop of cotton, corn, and all other produce of said farm, it being the intent of this deed that the said Robt Travis shall have all the rights and benefits to be derived from this instrument as a deed of trust, as well as a contract under the above entitled law. In witness whereof, the said Zac Horn and Tom Mearns hath affixed their names and seal to this deed, this the Eight day of February A. D. 1873

Zac <sup>senr</sup> Horn   
Tom <sup>mark</sup> Mearns 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Zac Horn and Tom Mearns who acknowledged that they executed, signed, sealed and delivered the above deed of trust on the day and year aforesaid, and for the purposes therein mentioned, as their act and deed;



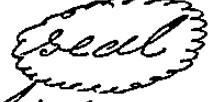
Given under my hand and seal of office, at Canton this 8<sup>th</sup> day of February A. D. 1873  
E. S. Jeffrey Clerk

B. J. Semmes  
vs  
Erasmus Cobb

} Filed for record this 8<sup>th</sup> day of February A. D. 1873 at 1:15 P. M.  
Recorded March 4<sup>th</sup> A. D. 1875

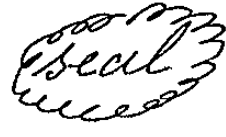
Know all men by these presents - that this indenture made and entered into this the 6<sup>th</sup> day of February A. D. 1873 by and between B. J. Semmes of the County of Madison and State of Mississippi of the first part and Erasmus Cobb of same county and State of the second part is to witness, that whereas the said B. J. Semmes trustee, under and by virtue of an appointment in writing as such from John E & J. R. Wales and from Elizabeth and Erasmus Cobb, the power of appointing existing in two certain deeds of trust of record in the Chancery Clerks office in Madison County of date April 8<sup>th</sup> 1871 and recorded in book W page 516 & 238; did after thirty days advertisement of the time and place of sale in the Canton newspaper styled the American Citizen, under and by virtue of the powers conferred by said deeds in trust expose for sale before the Court House Door of Madison County the lots or parcels of ground with appurtenances thereon to the highest bidder for cash, and whereas at said sale the said Erasmus Cobb bid for said lots the sum of five thousand three

hundred dollars, he being the highest best and last bidder for cash. Now therefore the said B. J. Semmes trustee doth by these presents bargain sell alien enfeof and convey unto the said Erasmus Cobb his heirs and assigns forever the following described lots or parcels of ground lying and being in the City of Canton and on which stands all the building of the Canton Manufacturing Company better known as follows viz: Lot No 4 (four) in square number five according to the original plat of the City of Canton also lot adjoining the Southern boundary thereof containing about one fourth of an acre extending about one hundred feet North and South 1/4 East and West, and the said two lots extending one hundred feet on the Street East and West and three hundred feet North and South, also the following lot bounded and described as follows, beginning at the North West corner of lot number four above described running thence South four hundred feet to Fulton Street thence West with said Street one hundred feet to Hickory Street as laid out by David C. Fulton, thence North with said street four hundred feet to Peace Street thence East with Peace Street one hundred feet to the beginning except so much of said lots or parcels of land as was conveyed by Frances C. Coffinger and wife to J. G. Fellows by and bearing date 27<sup>th</sup> Oct. A. D. 1873, together with all the tenements appurtenances and hereditaments thereunto belonging said lots being all that are or were owned by said Manufacturing Company in the City of..... on the 5<sup>th</sup> day of February A. D. 1873. And the said B. J. Semmes doth covenant to and with said Erasmus Cobb, so far as he can may ought or should as trustee merely and in no other capacity, and to no greater extent than is power vested in him so to do under and by virtue of said deeds in trust that he will forever warrant and defend the title to the above described property against all claims or incumbrances whatsoever - In testimony whereof said B. J. Semmes party of the first part hath hereto set his hands and affixed his seal this the 6<sup>th</sup> day of February A. D. 1873.

B. J. Semmes   
Trustee as aforesaid

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County B. J. Semmes trustee who acknowledged that he executed, signed, sealed and delivered the above deed on the day and year aforesaid, and for the purposes therein mentioned as his act and deed.



Given under my hand and seal of office at Canton this 8<sup>th</sup> day of February A. D. 1873  
C. S. Jeffrey Clerk



Erasmus Cobb  
Loz Reed  
Valentine Werner

} Filed for record this 8<sup>th</sup> day of February  
A. D. 1873 at 1.30 P. M.

Recorded March 7<sup>th</sup> A. D. 1873

Know all men by these presents that this indenture made and entered into this the 8<sup>th</sup> day of February A. D. 1873, by and between Erasmus Cobb of the first part and Valentine Werner of the second part is to witness, that for and in consideration of the sum of seven thousand dollars this day paid said first by said second party, said first party doth by these presents bargain sell alien and convey, unto said second party the following described tract or parcels of land lying and being in the City of Canton and County of Madison and more fully described as follows viz: All the lots of ground which appertain to and upon which are built the buildings of the Canton Manufacturing Company, more fully described by meter and bounds as follows viz: Lot number four in square number five according to the original plot of the City of Canton, also a lot adjoining the Southern boundary thereof containing about one fourth of an acre including about one hundred feet East and West and North and South, and the said two lots extending one hundred feet on the Street East and West and three hundred feet North and South, also the following lot bounded and described as follows, beginning at the North West corner of lot number four above described running thence South four hundred feet to Tulton Street, thence West with said Street one hundred feet to Hickory Street as laid out by David ell Tulton, thence North with said Street four hundred feet to Peace street thence East with Peace Street one hundred feet to the beginning except so much of said lots or parcels of land as was conveyed by Frances A. Efferger and wife to J. S. Bellows by deed bearing date 27<sup>th</sup> Oct<sup>r</sup> A. D. 1863, together with all and singular the tenements appurtenances and hereditaments therunto belonging or in anywise appurteining; to have and to hold the same unto him the said second party his heirs and assigns forever. And the said first party doth covenant to and with said second party that he will forever warrant and defend the title to the above described lots or parcels of land unto him the said second party against all claims and incumbrances of any kind whatever. In testimony whereof said first party hath hereunto set his hand and affixed his seal this the 8<sup>th</sup> day of February A. D. 1873

E. S. Cobb



State of Mississippi }  
 County of Madison }

This day personally appeared before the undersigned clerk of the Chancery Court of said County E. S. Cobb who acknowledged that he executed signed sealed and delivered the above deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.

Seal  
 Given

Given under my hand and seal of Office at Canton this 8<sup>th</sup> day of Feb<sup>r</sup>,  
 A. D. 1873

E. S. Jeffrey Clerk

Werner Valentine

to } Trust Deed

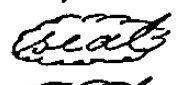

Benedict J Semmes Trustee

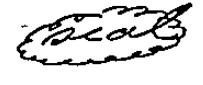
} Filed for record this 8<sup>th</sup>  
 day of February A. D. 1873 at 1:30  
 P. M.  
 Recorded March 7<sup>th</sup> A. D. 1873

This Deed of Trust made and executed this 8<sup>th</sup> day of February 1873 by and between Valentine Werner, party of the first part, Erasmus S Cobb party of the second part, and Benedict J Semmes, party of the third part, all of the County of Madison State of Mississippi - Witnesseth: that the said party of the first part, for and in consideration of the sum of One hundred Dollars in hand paid, has this day granted, bargained and sold, and does by these presents, grant, bargain and sell, transfer and convey unto the said Benedict J Semmes, his heirs, assigns or successor the following described property, located in the City of Canton, County State aforesaid - to wit: Lot No 4 in square No 5 according to the original plot of the City of Canton - Also lot adjoining the Southern boundary thereof, containing about one fourth of an acre extending about 100 feet North South, and East & West and the said two lots extending 100 feet on the Street East & West & 300 feet North South - Also the following lot bounded & described as follows, viz, Beginning at the North West corner of Lot No 4 above described, running thence South 400 feet to Tulon Street, thence West with said Street 100 feet to Hickory Street, as laid out by David M Tulon, thence North with said Street to Peace Street, thence East with Peace Street 100 feet to the beginning - except so much of said lots or parcels of land as were conveyed by Frances A Coffinger and wife to J. G. Fellows by deed of date 27<sup>th</sup> day of October 1863 - together with all the buildings, improvements & appurtenances thereunto belonging or attaching, also all the machinery tools, blacksmiths tools, apparatus and adjuncts belonging in and to the Canton Manufacturing Company, including in the above description the Grounds, building machinery, and every species of personal property at

attached to or belonging to the property known as the Canton Manufacturing Co. To have and to hold unto the said Benedict J. Lemmes, his heirs, executors, assigns & successor. And the said Valentine Werner covenants that the said property is free and clear of all encumbrances whatever & that he will warrant & defend the same against the claims of all persons whatsoever. The above sale is however on the following condition that whereas the above bound Valentine Werner is justly indebted to Erasmus Cobb in the sum of five thousand Dollars, with interest at 10 per cent from date, due & payable in equal instalments in one and two years, and whereas the said Werner is anxious to secure the same, now therefore if the said Werner shall well and truly pay the said sums of three thousand Dollars each on the year and day the same shall fall due, as evidenced by the two promissory notes of said Werner, then this obligation to be void, but otherwise to remain in full force and effect. But if the said Werner shall fail or neglect to pay the said money when the same shall respectively fall due, then the said Benedict J. Lemmes is hereby expressly authorized and empowered to sell said above described property or a sufficient thereof, before the door of the Court House in Canton, at public outcry, to the highest bidder for cash after giving thirty days notice by posting public notice before the door of the Court House for the space of thirty days prior to the day of sale, and out of the proceeds of sale to pay said five thousand Dollars as the same shall fall due, with interest thereon, second all costs and commissions to said Trustee for executing this Trust and third to pay over any balance remaining to said Werner. It is further expressly understood and agreed by and between all the parties hereto, that if the said Lemmes, from death or any other cause, shall fail or neglect to execute this Trust, then the said Cobb shall appoint a Trustee for said purposes & that said Trustee, when so appointed, shall have all the power herein conferred on said Benedict J. Lemmes. It is also further contracted that the said Werner shall keep said property insured for a sufficient sum, to wit \$4,000, to cover said notes, & if he should fail so to insure said property, the whole and entire four thousand Dollars with interest, shall immediately then & there become due & said Trustee shall foreclose this deed of Trust. And it is further expressly agreed that said Insurance Policy shall be placed in the hands of said Lemmes for the use and benefit of said Cobb. In testimony whereof the parties have hereunto signed

their names & affixed their seals this 8<sup>th</sup> day of Jan<sup>y</sup> 1873

Valentine Werner   
E. J. Cobb 

I accept above trust Benedict J. Semmes 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned Clerk of the Chancery Court of said county Valentine Werner who acknowledged that he executed, signed, sealed and delivered the above Deed of Trust on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of office, at Canton this 8<sup>th</sup> day of February A. D. 1873



E. J. Jeffrey Clerk

James R. Fields  
To: Deed of Trust  
J. T. Singleton Trustee

} Filed for record this 8<sup>th</sup> day of February A. D. 1873 at 2 P. M.

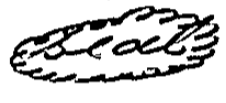
Recorded March 7<sup>th</sup> A. D. 1873

This Deed of Trust made and entered into this 8<sup>th</sup> day of Feb<sup>y</sup> 1873 by and between James R. Fields party of the first part, A. A. Shaw Guardian party of the second part and J. T. Singleton party of the third part, all of the County of Madison and State of Miss: Witnesseth that where as said party of the first part is indebted to the said party of the second part in the sum of One Hundred Dollars for rent of land during the year 1873 and in the further sum of Eleven Dollars and Seventy five cents as evidenced by his promissory note bearing even date here with, and being desirous of securing the prompt payment of said sums on 15<sup>th</sup> day of November 1873, the party of the first part, for and in consideration of the premises aforesaid hath this day, granted bargained sold and conveyed and doth by these presents grant bargain sell and convey unto the said party of the third part all the crop of corn, cotton, fodder, peas and potatoes raised by him or those in his employ during the year 1873. In trust however and for the following purposes, to wit: If said party of the first part shall well and truly pay said One hundred Dollars rent for land due as aforesaid, and the further sum of Eleven Dollars and Seventy five cents due for executing &c this Deed of Trust by the said 15<sup>th</sup> day of November 1873, then this Deed to be void, otherwise to remain in full force and effect. But should said party of the first part fail to pay said sums due as aforesaid then it shall be the duty of said party of the third party, Trustee as aforesaid, to take into possession wherever found, said crops aforesaid



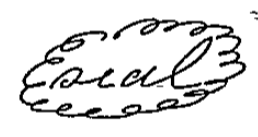
and after giving ten days notice of the time place and terms of sale by posting said notice at the Court House door in the City of Canton, to proceed to sell said crops at public outcry to the highest bidder for cash or so much thereof as may be necessary to pay said sums due as aforesaid and after paying said sums and the cost of executing this Deed of Trust, to pay over the balance, if any there be, to said party of the first part. It is hereby agreed that should J. J. Singleton Trustee as aforesaid, fail or refuse, from any cause, to act, then it shall be lawful for the party of the second part or his legal representatives, to appoint another Trustee in place of said party of the third part whose acts in the premises shall be as binding as if done by said Trustee aforesaid.

In Testimony whereof, the said party of the first part hath hereunto set his hand and affixed his seal this day and year first above mentioned

James R. <sup>his</sup> Fields   
mark

State of Mississippi  
 County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County, James R. Fields who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of office, at Canton this 8<sup>th</sup> day of February A. D. 1873

E. S. Jeffrey Clerk  
 E. H. Lutzweiler D. C.

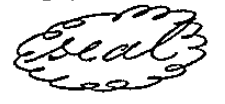
Nelson Smoot  
 To 3 Deed in Trust }  
 Tho. J. Singleton. }

Filed for record this 8<sup>th</sup> day of February A. D. 1873 at 3 P. M.  
 Recorded March 4<sup>th</sup> A. D. 1873

This Deed in Trust entered into this 8<sup>th</sup> day of... A. D. 1873 between O. R. Singleton of the first part, Nelson Smoot of the second part, & Tho. J. Singleton of the third part, all of the County of Madison and State of Mississippi, Witnesseth: That whereas said Smoot is indebted to said O. R. Singleton in the sum of Five hundred Dollars payable on the first day of Nov. A. D. 1873 as evidenced by promissory note of this date; and whereas said Smoot is anxious to secure the payment of said note at maturity, now therefore in consideration of said indebtedness and the further sum of ten dollars paid by Tho. J. Singleton to said Smoot, the receipt whereof is hereby acknowledged, the said Smoot doth bargain sell and



convey unto said Thos. J. Singleton the following described property (viz) all the corn, cotton, fodder peas, potatoes raised by said Smoot, or any one working under him during the year 1873, als. one black mare mule sold said Smoot by said Singleton. To have and to hold unto said T. J. Singleton his heirs & assigns forever. On trust nevertheless and for the following purposes, should said Smoot pay to said O. R. Singleton said amount due by note at maturity, then this Deed to be void, else to remain in full force & effect. And said Trustee may take possession of said property wherever found and after posting notice for ten days at the Court House door in the City of Canton said State of the time and place of sale, may proceed to sell for cash, to the highest bidder, at public outcry, at said Court house door, said property or so much thereof as may be necessary to pay off said note & the costs of executing this deed in trust, and after the same shall have been paid any balance remaining in the hands of said Trustee shall be paid over to said Smoot. Said O. R. Singleton or his legal representative shall have power to appoint another Trustee in the place of said T. J. Singleton, with all his powers; should he from any cause fail or refuse to execute this Trust. In testimony whereof the party of the second part hath hereunto set his hand and seal the day and year first above written.

Nelson <sup>his</sup> Smoot <sup>mark</sup> 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Nelson Smoot who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of Office at Canton this 8<sup>th</sup> day of February A. D. 1873

E. S. Jeffrey Clerk  
E. H. Tutwiler D. C.

Oliver Payne }  
To Trust Deed } Filed for record this 8<sup>th</sup> day  
Thos. J. Singleton Trustee } of February A. D. 1873 at 3 P. M.  
Recorded March 8<sup>th</sup> A. D. 1873

This Deed of Trust made this 8<sup>th</sup> day of Feb. A. D. 1873, witnesseth: that whereas Oliver Payne party of the first part, is indebted to O. R. Singleton party of the second part, in the sum of three hundred & sixty eight 92/100 dollars (\$368 92/100) for balance of account for 1872, for rent of land, and for

supplies to be furnished during the year 1873 and whereas, said party of the first part expects said Singleton to advance him money, supplies and merchandise during the year 1873; and whereas, said party agreed to secure the payment of said sum, to the amount of three hundred and sixty eight \$368 as also, any amount that may be advanced, as aforesaid. That the party of the first part, in consideration of the premises as well as for ten dollars to him paid by Tho: J. Singleton Trustee, does hereby bargain, sell and convey to said Trustee the property, being in Madison County, Mississippi, and described as follows: All the corn, cotton, fodder, peas & potatoes raised by him during the year 1873 or those employed by him, also upon one black mare mule, one bay horse Billy, and upon any other stock held and owned by said Payne during said year 1873, the title to which unto said Trustee or any successor, he warrants and agrees forever to defend. In trust, however, that if said party shall, on or before the 1<sup>st</sup> day of Nov: 1873, pay what may be due said O. R. Singleton, as aforesaid, and all costs incurred on account of this Deed, then this Deed to be void; but if default is made in said payments, the Trustee shall take possession of said property, and having given ten days' notice of the time, place and terms of sale, by posting notices at the Court House door in the city of Canton, a public place in the county of Madison (or by advertising same in a newspaper,) sell said property, or a sufficiency thereof to make said payments, for cash, at public auction, at said Court house door in said county. And said O. R. Singleton or his legal representative, can, at any time he may desire, appoint a Trustee in place of Tho: J. Singleton, or any succeeding Trustee. And should the Trustee at any time believe said property, or any part thereof, endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid, but until demanded by the Trustee for either the purposes as aforesaid, said party of the first part can hold the same. In testimony whereof, said party of the first part has herunto set his hand and seal, having first duly stamped the same.

Oliver <sup>his</sup> Payne   
 mark

State of Mississippi

County of Madison } This day personally appeared  
 before the undersigned, Clerk of  
 the Chancery Court of said county Oliver Payne who acknowledged that he recited, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.

Seal

Given under my hand and seal of office  
at Canton this 8<sup>th</sup> day of Feb. A. D. 1873  
E. J. Jeffrey Clerk  
E. H. Lutzweiler N. C.

Saml. Brooks  
To 3 Deed in Trust  
J. J. Singleton Trustee

} Filed for record this 8<sup>th</sup> day of Feb.  
A. D. 1873 at 3 P. M.

Recorded March 8<sup>th</sup> A. D. 1873

This Deed in Trust made and entered into this 8<sup>th</sup> day of Feb. A. D. 1873 by and between O. R. Singleton of the first part Saml. Brooks of the Second part and Thos. J. Singleton of the third part, all of the county of Madison, State of Mississippi, Witnesses: That whereas said Brooks is indebted to said O. R. Singleton in the sum of two hundred dollars as evidenced by promissory note of this date due and payable on the first day of Nov. 1873. and whereas said Brooks is anxious to secure the prompt payment of same. Now therefore in consideration of said indebtedness and the further sum of ten dollars paid by said J. J. Singleton to said Brooks, receipt whereof is hereby acknowledged, the said Brooks hereby sells bargains and conveys to said J. J. Singleton the following described property to wit All the corn cotton fodder peas & potatoes raised by said Brooks or any one working under him raised during the year 1873, and especially that upon land rented of said Singleton during said year. Also one light drab or mouse colored mule bought last year of Mr. Mary Cooper and upon any other stock owned by said Brooks during the year 1873 To have and to hold unto said Thos. J. Singleton his heirs & assigns forever. In trust nevertheless and for the following purposes. Should the said Brooks pay said debt at maturity then this obligation to be void else to remain in full force, and the Trustee J. J. Singleton may take possession of said property wherever found and after giving ten days notice of the time and place of sale by posting notice at the Court House door in the City of Canton said State may proceed to sell for cash, at public outcry, to the highest bidder at said Court House door, said property or so much thereof as may be necessary to satisfy said debt and the costs of executing this Trust, and after paying said debt & costs, should there be anything remaining shall pay the same over to said Brooks. Said O. R. Singleton or his legal representative shall have the power to appoint another Trustee in place of said J. J. Singleton with all his powers, should he from any cause fail or refuse to execute this Trust. In testimony whereof the said Brooks party of the second part hath hereunto set his hand & seal the day & year first above written.

Saml<sup>his</sup> Brooks  
march

Seal

State of Mississippi }  
 County of Madison }

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county, Sam Brooks who acknowledged that he executed, signed, sealed and delivered the above Deed on the day, and year aforesaid, and for the purposes therein mentioned, as his act and deed.

Given under my hand and seal of Office at Canton this 8<sup>th</sup> day of July, A. D. 1843.

Seal

E. S. Jeffrey Clerk  
 E. H. Luitwiler. C. C.

David Blackburn

To 3 Trust Deed  
 J. C. Singleton  
 Trustee

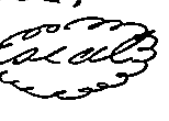
} Filed for record this 8<sup>th</sup> day of July,  
 A. D. 1843 at 3 P. M.

Recorded March 8<sup>th</sup> A. D. 1873

This Deed of Trust, made this 8<sup>th</sup> day of July, A. D. 1843, witnesseth: That whereas David Blackburn party of the first part, is indebted to O. R. Singleton party of the second part, in the sum of four hundred and seventy-one <sup>98/100</sup> viz: four hundred & twenty one <sup>98/100</sup> dollars for balance of account for 1842 rent for 1843 and fifty dollars to be furnished in supplies and whereas, said party of the first part expects said Singleton to advance him money, supplies and merchandise during the year 1843 and whereas, said party agreed to secure the payment of said sum, to the amount of four hundred & seventy-one <sup>98/100</sup> Dolls. as also, any amount that may be advanced as aforesaid. That the party of the first part, in consideration of the premises as well as for ten dollars to him paid by Tho. J. Singleton Trustee, does hereby bargain, sell and convey to said Trustee the property, being in Madison county, Mississippi, and described as follows: One dark bay horse mule named Tom also all the corn, cotton, fodder, peas & potatoes raised by said Blackburn during the year 1843, or any one employed by him, the title to which unto said Trustee or any successor, he warrants and agrees forever to defend; In trust, however, that if said party shall, on or before the 1<sup>st</sup> day of Nov. 1843, pay what may be due said O. R. Singleton, as aforesaid, and all costs incurred on account of this Deed, then this Deed to be void, but if default is made in said payments, the Trustee shall take possession of said property, and having given ten days notice of the time, place and terms of sale, by posting notices at the Court House door in the City of Canton a public place in the county of Madison & State (or by advertising

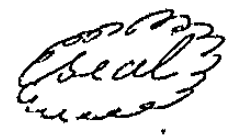


same in a newspaper) sell said property or a sufficiency thereof to make said payments, for cash, at public auction, at the Court house door said county. And said O. P. Singleton or his legal representative, can, at any time he may desire, appoint a Trustee in place of J. J. Singleton or any succeeding Trustee. And should the Trustee at any time believe said property, or any part thereof endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid, but until demanded by the Trustee for either the purposes as aforesaid, said party of the first part can hold the same. In testimony whereof, said party of the first part has hereunto set his hand and seal, having first duly stamped the same.

David <sup>his</sup> Blackburn 

State of Mississippi  
County of Madison

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county David Blackburn who acknowledged that he executed signed sealed and delivered the above Deed on the day and year aforesaid, and for the purposes therein mentioned, as his act and deed.



Given under my hand and seal of office at Canton this 8<sup>th</sup> day of Feby. A. D. 1873  
E. S. Jeffrey Clerk  
J. H. Fuitwiler D. C.


William Blackburn  
to Trust }  
J. J. Singleton Trustee }

Filed for record this 8<sup>th</sup> day of Feby. A. D. 1873 at 3.10 P. M.  
Recorded March 8<sup>th</sup> A. D. 1873

This Deed of Trust made this 9<sup>th</sup> day of Feby. A. D. 1873, witnesseth: That whereas William Blackburn party of the first part, is indebted to O. P. Singleton party of the second part, in the sum of three hundred and fifty three dollars and forty seven cents for Act. of 1872 rent of land for 1873 and fifty Dollars for supplies making up the \$453<sup>47</sup>/<sub>100</sub> and whereas said party of the first part expects said O. P. Singleton to advance him money, supplies and merchandise during the year 1873 and whereas said party agreed to secure the payment of said sum to the amount of four hundred & fifty-three <sup>47</sup>/<sub>100</sub> as also, any amount that may be advanced as aforesaid. That the party of the first part, in consideration of the premises as well as for ten dollars to him paid by J. J. Singleton Trustee, does hereby bargain sell and convey to said Trustee the property, being in Madison county, Mississippi, and described as follows: One mouse or dean colored mule Charley, all the corn cotton fodder peas and potatoes raised by said Black-

burn during the year 1873, or any one employed by or working with him, the title to which unto said trustee or any successor, he warrants and agrees forever to defend. In trust, however, that if said party shall, on or before the 1<sup>st</sup> day of Novr. 1873, pay what may be due said O. R. Singleton as aforesaid, and all costs incurred on account of this deed, then this deed to be void; but if default is made in said payments, the trustee shall take possession of said property, and having given ten days notice of the time place and terms of sale, by posting notices at the Court House door in the City of Canton a public place in the county of Madison Miss (or by advertising same in a newspaper) sell said property, or a sufficiency thereof to make said payments, for cash, at public auction, at said Court house door said county. And said O. R. Singleton or his legal representative, can, at any time he may desire, appoint a trustee in place of J. J. Singleton or any succeeding trustee. And should the trustee at any time believe said property, or any part thereof, endangered as a security for said payments, he shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid, but until demanded by the trustee for either the purposes as aforesaid, said party of the first part can hold the same.

In testimony whereof, said party of the first part has hereunto set his hand and seal, having first duly stamped the same.

William <sup>his</sup> Blackburn   
mark

The State of Mississippi }  
 Madison County }

This day before me E. J. Jeffrey  
 Chancery Clerk personally appeared William Blackburn of said county, and 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 seal of said Court this 8<sup>th</sup> day of February A. D. 1873  
 E. J. Jeffrey Clerk

James Blairborn }  
 To } Deed. of Trust  
 W. C. Walker }  
 Trustee

Filed for record this 8<sup>th</sup> day of February A. D. 1873 at 3.45 P. M.  
 Recorded March 8<sup>th</sup> A. D. 1873

This deed made the eighth day of Feb. A. D. 1873 by James Blairborn to W. C. Walker to secure J. L. Warf & Bro in the payment of Forty Five dollars, which the said J. L. Warf & Bro. has promised and agreed to furnish the said James

I acknowledge satisfactory of the within Recd of Trust this  
29th day of November A.D. 1873. J. L. Warf & Bro.  
Walker

Clairborn to enable the said James Clairborn to carry on his  
plantation or farm in Madison County during the year A. D.  
1873 witnesseth: That in consideration of the indebtedness  
incurred, and in consideration of the advances to the said  
James Clairborn by the said J. L. Warf & Bro this day made in  
provisions and supplies to the amount of forty five dollars,  
and in consideration of the advances hereafter to be made  
by said J. L. Warf & Bro to said James Clairborn the said  
James Clairborn hereby grants, bargains, sells, aliens and  
conveys to the said J. L. Warf & Bro party of the second part,  
and trustee herein, for the uses and purposes thus named  
and herein mentioned, the following described property,  
viz: Growing crop in year 1873 and also, whatever mules  
horses, cattle, hogs, wagons, carts, buggies, goods and chattels  
that may hereafter be acquired by the said James Clairborn  
and the crop of cotton, corn, fodder, peas, potatoes, and  
whatever else may be grown by the said James Clairborn  
for his use, on any lands during the year 1873, or any subse-  
quent year, until said indebtedness is discharged. And  
it is agreed and understood between the parties that said  
indebtedness here incurred, and to be incurred under  
this contract, shall be due and payable on the 1st day of  
Oct: A. D. 1873. And if said indebtedness shall then not have  
been discharged fully, it shall be lawful for the said W. C.  
Walker or any one he or said J. L. Warf & Bro may appoint, to  
seize wherever found, and to sell at the door of the Court house  
of Madison county, Mississippi, at public outcry, to the high-  
est bidder for cash, after 10 days notice in writing posted  
at the Court House door, any or all of said property, as may  
be necessary to execute this trust, and out of the proceeds to pay  
said money so due, to said party at the time of sale, and  
the remainder, if any, to be paid back to said James Clairborn  
nevertheless the said indebtedness is to be discharged in the  
following manner, to which the said James Clairborn hereby  
consents to and accepts - that is to say, the said James Clairborn  
is to have in Canton by the 1st day of Oct: 1873 such an  
amount of cotton as will fully pay off said indebtedness,  
besides cost of this instrument, and in case said indebted-  
ness is not paid at maturity, then the said James Clairborn  
to pay said J. L. Warf & Bro 2 1/2 per cent on the whole of said  
indebtedness, which is agreed on as liquidated damages in  
case of the non-performance of the allegations herein.  
And to the end that this Recd may evidence a contract within  
the meaning and provisions of an Act of the Legislature of  
Mississippi entitled "An Act for the encouragement of Agri-  
culture," approved February 18th 1867, it is further to witness:  
that the indebtedness above mentioned is for plantation  
supplies for the year A. D. 1873 to enable said James Clairborn  
to operate and carry on his farm or plantations in Madison  
county, Mississippi, during said year, to become due, as afore-



said, it is agreed that it shall constitute a Prior Lien, accord-  
ing to said law, upon said crop of cotton, corn and all other  
produce of said farm, it being the intent of this deed that  
the said J. L. Warf & Pro shall have all the rights and  
benefits to be derived from this instrument as a deed of  
trust, as well as a contract under the above entitled Law,  
In witness whereof the said James Claiborn hath affix-  
ed his name and seal to this deed, this the eighth  
day of Feb. A. D. 1873

attest  
W. C. Walker  
State of Mississippi  
County of Madison

James <sup>his</sup> Claiborn  
J. L. Warf & Pro  
W. C. Walker

*(Seal)*  
*(Seal)*  
*(Seal)*

This day personally appeared  
before the undersigned, clerk of the Chancery Court  
of said County James Claiborn who acknowledged  
that he executed, signed, sealed and delivered  
the above deed on the day and year aforesaid, and  
for the purposes therein mentioned as his act & deed.

Given under my hand and seal of office  
at Canton this 8<sup>th</sup> day of Feb. A. D. 1873  
E. J. Jeffrey Clerk  
E. H. Sudwiler N. C.

*(Seal)*

Miller W. H.  
So <sup>3</sup> Deed of Trust } Filed for record this 10<sup>th</sup> day  
E. J. Sucker Trustee } of February A. D. 1873 at 10 P. M.  
Recorded March 8<sup>th</sup> A. D. 1873

This Deed of Trust made and entered into this the  
9<sup>th</sup> day of February in the year One thousand eight  
hundred and seventy two Between Simon Holliday  
E. J. Sucker and W. H. Miller Witnesseth that the  
said W. H. Miller is indebted to the said Holliday  
in the sum of one thousand one hundred and eighty  
dollars. By his two promissory notes the first  
of even date with this instrument for five hundred  
and ninety dollars due the first day of January  
eighteen hundred and seventy three the second of  
the same date for five hundred and ninety dollars  
due the first day of January eighteen hundred and  
seventy four and the said Miller being anxious to  
secure the said Holliday in the prompt payment  
of the debt above described has on the day of the date  
hereof Bargained sold aliened and conveyed and  
by these presents does bargain sell and convey to the  
said E. J. Sucker the following lands lying and being  
situated in the County of Madison and State of Miss-  
issippi known and described as follows E 1/2 S 1/4  
Less 2 acres. E 1/2 W 1/4 S 1/4 Section 21 T 11 R 4 E containing



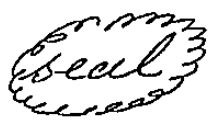


aforesaid I agree and covenant that all crops of corn, cotton, and other products raised on said land in the year 1873, and also the following other personal property, to wit: One more mile land by name be and the same is hereby mortgaged, and pledged and subjected to a lien in favor of the said J. L. Averitt for the payment of said rent and advances and the faithful performance of this contract. And I bind myself to cultivate, gather put into marketable condition as soon as practicable my whole crop of cotton, and deliver as fast as baled, to said J. L. Averitt to be sold by him in Canton the net proceeds to be applied by J. L. Averitt to payment of my indebtedness to him. Now if I should in all things comply with my obligations aforesaid, then this deed to be void. But if I fail to comply with the conditions thereof, then it is agreed that P. H. Palmer acting as trustee and agent of both contracting parties herein, is authorized and empowered to seize all the property above enumerated, and to sell the same by public or private sale at such time and place as he may see fit, to pay any amount due on this contract, and any balance left after satisfying the debt to be paid over to me; Clabe Hammons. And, the said trustee is further empowered to employ labor to pick the cotton, in case I fail to do so at the proper time charging me for the same. Given under my hand and seal this 1<sup>st</sup> day of Jan<sup>y</sup> 1873

Clabe <sup>his</sup> Hammons  <sub>mark</sub>

The State of Mississippi  
Madison County

This day personally appeared before me E. S. Jeffrey clerk of the Chancery Court in and for said County, the within named Clabe Hammons that he signed, sealed and delivered the foregoing for the purposes set forth.



Given under my hand and seal this 10<sup>th</sup> day of February 1873

E. S. Jeffrey clerk  
E. H. Dutwiler. N. C.

J. S. Nicholson  
and Elleta Nicholson  
So<sup>3</sup> Weed  
John G. Wilson

} Filed for record this 10<sup>th</sup> day of February A. D. 1873 at 3.30 P. M.  
Recorded March 10<sup>th</sup> A. D. 1873

This Deed of Trust made and entered into this 10<sup>th</sup> day of February A. D. 1873 by and between J. S. Nicholson and Elleta Nicholson parties of the first part, John G. Wilson party of the second part,

and Thomas Singleton party of the third part, all of the County of Madison and State of Mississippi; Witnesseth that, whereas the parties of the first part are indebted to the said party of the second part in the sum of nine Hundred & Seventy Six Dollars as is evidenced by their promissory note bearing even date herewith and payable 1<sup>st</sup> day of January 1874 and being desirous to secure the prompt payment of said note at maturity, they, for and in consideration of the premises aforesaid and the sum of Ten Dollars to them in hand by the said party of the third part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and do by these presents grant, bargain, sell and convey unto the said party of the third part, all the following described property, situated, lying and being in the County of Madison and State of Mississippi and more particularly described as follows, to wit: S. E.  $\frac{1}{4}$  of Sec 5 containing One hundred & Sixty 50/100 Acres and a portion of Sect. 8 lying north of the Canton and Livingston Road and north of the road leading to the town of Vernon and bounded as follows, to wit: Beginning at a stake in the Canton Road, East of Lewis M. Jiggitt's garden, thence West 1000 Links to a stake in the Vernon Road near Mr. Dewee's dwelling house, thence North 61° West with said Vernon Road 2250 links, thence North 13° W 900 links thence North 45° E 650 links to 22° E 1050 Links to 2° W 825 links to the sectional line between Sections 5 and 8, thence East with said line 5490 links to the Sections corner of Sections 4, 5, 8 and 9, thence South on the sectional line between Sections 8 and 9, 1750 links to a stake thence South 55° West 2800 links with the Road from Canton to Livingston to a stake thence South 49° W 1125 links with said Road to the beginning, containing 196.9/100 acres both tracts containing three hundred and fifty six 50/100 acres more or less. To have and to hold the above described lands with all the privileges and appurtenances thereunto belonging unto the party of the third part, his heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors and administrators covenant with said party of the third part that they will warrant and forever defend the title to the same against the claim or claims of all persons whatsoever. In trust however and for the following purposes, to wit: Should said parties of the first part fail to pay said note at maturity, then it shall be the duty of said party of the third part, at the request of said party of the second part, after giving — days notice of the time, place and terms of sale, in some newspaper, published in Canton, to proceed to sell at public outcry, for cash, to the highest bidder, all the above described lands or

or sufficiency thereof, to satisfy the debt and interest and the cost of executing this trust and the proceeds of said sale shall first be applied to the payment of the debt and interest and the cost of executing this trust and the balance, if any there be, shall be paid over to the said parties of the first part. Should said parties of the first part well and truly pay said note at maturity, then this deed to be void, otherwise to remain in full force and effect. It is agreed by the parties hereto that should J. J. Singleton trustee aforesaid, fail or refuse from any cause to act, then it shall be lawful for the party of the second or his legal representatives, to appoint under his hand and seal, another trustee, whose acts in the premises shall be as binding as if done by said party of the third part. It is further agreed and understood by the parties hereto that the money advanced for which this deed of trust is given is advanced for the use and benefit of Mrs. Meta Nicholson, wife of said Nicholson. In testimony whereof the said parties of the first part have hereunto set their hands and seals, the day and year first above mentioned.

J. J. Nicholson *(seal)*  
 Meta Nicholson *(seal)*

The interlineations at end of thirteenth line on 4<sup>th</sup> page indicated by a star, and on fifteenth line on 1<sup>st</sup> page, after the word "payable" were made before the signing & sealing of this deed.

State of Mississippi  
 Madison County

Personally appeared before me E. S. Jeffrey, Clerk of the Chancery Court of said County, the within named J. J. Nicholson and Meta Nicholson his wife, who severally acknowledged that they signed, sealed and delivered the foregoing and annexed deed as their own act and deed. And the said Meta Nicholson upon a private examination, by me made, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her own voluntary act and deed, without any fear, threats or compulsion of her husband.

Given under my hand and seal of said Court this 10<sup>th</sup> day of February A. D. 1873

*(seal)*

E. S. Jeffrey, Clerk



Charles Brown  
to 3 Deed in Trust  
Thos J. Singleton  
Trustee

} Filed for record this 10<sup>th</sup> day of  
February A.D. 1873 at N. P. M.  
Recorded March 11<sup>th</sup> A.D. 1873

State of Mississippi  
Madison County

} This Trust Deed made and entered  
into this 10 day of February A.D. 1873  
by O. R. Singleton of the first part Charles Brown of  
the second part & Thos J. Singleton of the third part  
witnesseth; that whereas said Brown is indebted to O. R. Singleton  
in the sum of Six hundred & thirty Dollars and thirty seven cents  
as evidenced by promissory note of this date payable on the  
first day of Nov. 1873 and whereas said Brown is anxious  
to secure the prompt payment thereof. Now therefore  
in consideration of said indebtedness and the further  
sum of ten dollars paid by said Thos J. Singleton to said  
Brown the receipt whereof is hereby acknowledged, the  
said Brown doth hereby bargain sell and convey unto  
said J. J. Singleton the following described property (viz)  
All the corn, cotton, fodder, peas & potatoes raised by said  
Brown or any one working with or under him on the Elder  
place upon land rented by said Brown of said Singleton  
during the year 1873 also two mules one a Dark bay mare  
the other a more colored mare and one wagon bought of  
said O. R. Singleton by said Brown and all farming imple-  
ments owned by said Brown, to have have and to hold  
unto said J. J. Singleton his heirs and assigns forever.  
In trust however & for the following purposes (viz) should  
said Brown pay or cause to be paid said note note at  
maturity, then this deed to be void, else to remain in  
full force and effect. And on failure to make such  
payment, said Trustee may seize said property where-  
ever found, and after ten days notice of the time and  
place of sale posted at the court house door in the city  
of Canton said State proceed to sell the same for cash  
to the highest bidder at public outcry at said Court  
house door and after paying off said note & the costs  
of executing this Trust shall pay over the balance  
remaining if any to said Brown. And said O. R. Singlet-  
on or his legal representative shall have power to  
appoint another Trustee in place of J. J. Singleton, in  
writing should said J. J. Singleton from any cause fail  
or refuse to execute said Trust. All the parties aforesaid  
living in Madison County, Mississippi. In testimony where-  
of said Brown, party of the second part hath hereunto  
set his hand and seal the day and year first above written

Charles <sup>his</sup> Brown Seal  
mark

State of Mississippi  
County of Madison

} This day personally appeared before  
the undersigned, Clerk of the Chancery