

Court of said County Charles 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.

(Circular Seal)
Given under my hand and seal of
office, at Canton this 10th day of Feby.
A. D. 1873

J. S. Jeffrey Clerk
C. A. Quitweller A. C.

Jerry Payne
Deed of Trust

T. J. Singleton Justice } Filed for record this 11th day
of February A. D. 1873 at 2 P.M.

Recorded March 12 A. D. 1873

This Deed in Trust made and entered into this 11th day of Feby. 1873, between O. R. Singleton of the first part, Jerry Payne of the second part, T. J. Singleton of the third part all of the County of Madison & State of Miss: witnesseth: That whereas said Payne is indebted to O. R. Singleton in the sum of two hundred Dollars to wit: One hundred and fifty dollars for rent of land for 1873 and fifty dollars for supplies to be furnished during said year, payable on the first day of Nov. 1873. And whereas said Payne is anxious to secure to said Singleton the payment of same when the note this day given shall fall due as aforesaid. Now therefore in consideration of said indebtedness & the further sum of ten dollars by the said T. J. Singleton to said Payne in hand paid the receipt whereof is hereby acknowledged, the said Payne hereby sells bargains and conveys unto said T. J. Singleton the following described property to wit all the corn cotton fodder pieces & potatoes made by said Payne during the year 1873 or by those employed by him, also one sorrel mare mule fit to have and to hold unto said T. J. Singleton his heirs and assigns forever. In Trust however and for the following purposes to wit: if said Payne shall well and truly pay to said O. R. Singleton the sum of money above specified at maturity then this obligation to be void else to remain in full force and effect. And said T. J. Singleton upon failure to pay said note as aforesaid may take possession of said property wherever found and after advertising same for ten days by posting notice at the Court house door in the City of Canton said State proceed to sell the same to the highest bidder for cash at public outcry at said Court house door or so much thereof as may be necessary to pay said note, and the costs of executing this trust, and should there be any balance after such payment the same shall be paid over to said Payne. Said O. R. Singleton shall have power to appoint another trustee in place of said T. J. Singleton, in writing,

should he fail from any cause to execute this trust.
In testimony whereof said Payne party of the second part
hath hereunto set his hand and affixed his seal the day
and year first above written.

Jerry Payne Seal

State of Mississippi
County of Madison

This day personally appeared before the
undersigned, Clerk of the Chancery Court of said county Jerry
Payne 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 11th day of February A.D. 1873
B. S. Jeffrey Clerk
E. H. Guitwiler L.S.C.

Benjamin Glick
S. of Deed of Trust } Filed for record this 11th day of
Jerry Wilson Trustee } February A.D. 1873 at 11 A.M.

Recorded March 12th A.D. 1873

This Indenture made and entered into this the 11th day of February
in the year of our Lord one thousand eight hundred and
seventy three, between Benjamin Glick of the first part,
Jerry Wilson of the second part, and Thos. J. Absworth of the third
part, witnesseth, That whereas said party of the first part,
are indebted to the said party of the third part, in the sum
of five hundred dollars evidenced by the promissory note
bearing even date with these presents, due 10 months and
20 days after date bearing ten per cent interest from date
of maturity till paid. And the said party of the first part
being desirous to secure the prompt payment of said in-
debtedness at its maturity. Now this Indenture witnesseth:
that said party of the first part, for and in consideration
of the sum of ten dollars to him in hand paid, by said
party of the second part, the receipt of which is hereby
acknowledged, have granted, bargained, sold, delivered,
conveyed & confirmed, and by these presents do bar-
gain, sell, release, convey & confirm, unto the said party
of the second part their heirs and assigns forever all
the following described property situated in the County
of Madison and State of Mississippi, and more particular
designated and described as follows, to wit W.P. of h. 874 &
h. 874 & W.P. of S. W. 1/4 see 22 Town & R. 2 E estimated at 320.
acres more or less. To have and to hold the above described
land and premises, together with, and singular the rights
privileges, buildings, improvements and appurtenances
of any or to the same belonging in or against appertaining
hereunto, the party of the second part, and his heirs forever.
Also six head of horses now in possession of said party.

of the first part. And the said party of the first part for his heirs executors & administrators do hereby convey to and with the party of the second part and his heirs that they are lawfully signed in full of afore granted lands and premises and stock, that the same are free from all encumbrances that they have good right to sell & convey the same as aforesaid, they will forever warrant the title and quiet possession of the aforesaid land and premises, and every part thereof, unto the party of the second part against the right, title, interest or demand of all and every person whomsoever. Should said party of the first part fail to pay & satisfy said note at maturity then it shall be the duty of the said party of the second part, at the request of said party of the third part, after giving thirty days notice of the time, and place of sale, in some newspaper published in the City of Canton to proceed to sell at public auction for cash in hand, to the highest bidder, all the above described lands and stock, or a sufficient thereof to satisfy the debt & interest & cost of executing this trust, and the proceeds of said sales shall first be applied to the payment of the debt & interest thereon, and the cost of executing the trust and the balance if any there be, shall be paid over to said party of the first part. But should said party of the first part, pay said note at maturity, then this deed shall be void, & of no effect, otherwise to remain in full force & virtue. And it is further understood and agreed by the parties hereto, that if the said Jerry Wilson as aforesaid, shall from any cause become unable or unwilling to execute this Deed of trust, then it shall be lawful for the Judge of Probate Court of Madison County, State aforesaid, to appoint another trustee, in place of the said Jerry Wilson, with full power to execute the same, according to its terms and whose actions & doings in the premises shall be as binding, as if done by Jerry Wilson, trustee. In testimony whereof the party of the first part have hereunto set his hand and seal the day & year first above written.

Benjamin Glick *Seal 3*

State of Mississippi
County of Madison, this day personally appeared before the undersigned, Clerk of the Chancery Court of said county Benjamin Glick who acknowledged that he executed, signed, sealed & 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
Seal 3 Canton, this 11th day of Febt, A.D. 1873
C. J. Gibney Clerk Esq. Justice of the Peace

Washington Tillis

Sc 3 Deed of Trust

J. W. Downs Trustee

} Filed for record this 11th day of
February A. D. 1873 at 2:30 P. M.

Recorded March 12th A. D. 1873

This Deed of Trust made and entered into this the 11th day of Feb^r, 1873 between H. J. Nichols - Washington Tillis Col and J. W. Downs of Madison County Miss: Witnesseth: Washington Tillis is indebted to the said H. J. Nichols in the sum of one hundred fifty dollars falling due the 15th day of Nov. next and being anxious to secure the said Nichols in the prompt payment thereof has on the day of the date hereof bargained & sold to the said Downs one dark mare mule about three years old: one bay mare named Bell and the crop of cotton & corn to be grown by the said Washington Tillis on the Gillopie place in said County the present year, but this deed is made in trust to secure the payment of the above debt and should the same be paid at maturity then this conveyance is void, but should the same remain unpaid after maturity then and in that case it shall be the duty of the said Downs to deliver the property above described for ten days in three public places and sell the same for cash and apply the proceeds arising from said sale to the payment of said debt and the overplus if any may over to the said Tillis and it is further agreed that in the event of the death of said Downs that the said Nichols may appoint some other person in writing to carry out the provisions of this Deed whose acts shall be valid and binding on the parties hereto. In testimony of which this deed is signed sealed and delivered the day year aforesaid.

I accept this trust

J. W. Downs.

Washington Tillis ^{his mark} *Scal 3*

State of Mississippi

County of Madison

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

Given under my hand and seal of office, at Canton this 11th day of Feb^r. A. D. 1873

B. L. Jeffrey Clerk
E. H. Guitwiler A. C.

Richmond Gibson

Sc 3 Deed of Trust

J. M. Walker Trustee

} Filed for record this 11th day of
February A. D. 1873 at 4 P. M.

Recorded March 12th A. D. 1873

This Deed, made the 11th day of February A. D. 1873 by Richmond Gibson to J. M. Walker to secure J. H. Dunlavy in the payment of one hundred and ten dollars, which the said - has promised

and agreed to furnish the said Richmond Gibson to enable the said Richmond Gibson 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 Richmond Gibson by the said J. H. Burnaby this day made in Bay mare to the amount of One hundred and ten dollars, and in consideration of the advances hereafter to be made by said J. H. Burnaby to said Richmond Gibson the said Richmond Gibson hereby grants, bargains, sells, alienes and conveys to the said J. H. Burnaby party of the second part, and trustee herein, for the uses and purposes thusnamed and herein mentioned, the following described property, viz: One Bay Mare and also whatever mules, horses, cattle, fogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said Richmond Gibson and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said Richmond Gibson 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 15 day of November A.D. 1873. And if said indebtedness shall then not have been discharged fully it shall be lawful for the said J. H. Walker or anyone he or said J. H. Burnaby 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 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 Richmond Gibson. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said J. H. Burnaby hereby consents to and accepts - that is to say, the said Richmond Gibson is to have in bank by the 15 day of November 1873 such an amount of cotton as will fully pay of said indebtedness, besides cost of this instrument, and in case said indebtedness is not paid at maturity, then the said Richmond Gibson to pay said J. H. Burnaby 2½ 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 1854, it is further so witnesseth: that the indebtedness above mentioned is One Bay mare for the year A.D. 1873 to enable said Richmond Gibson

The Deed of J. H. Walker and C. W. Walker to J. H. Burnaby
October 25th 1873

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 J. H. Dunlavy 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 Richmond Gibson hath affixed his name and seal to this deed, this the 11th day of February A.D. 1873

Richmond D. Gibson. *Seal*

State of Mississippi

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

foot m^z Given under my hand and seal of office at
bedl } Canton this 11th day of Febry. A.D. 1873
C. T. Jeffrey, Clerk
Subw^ller R. C.

Joseph Wysse

J. H. Deed } Filed for record this 11th day of February
J. R. Shrock } A.D. 1873 at 3.30 P.M.

Recorded March 12th A.D. 1873

This Indenture made and entered into this 16th day of November 1872, between Joseph Wysse of the first part and J. H. Shrock of the second part all of Attala County and State of Mississippi, witnesseth: for and in consideration of the sum of One hundred & twenty dollars (\$120⁰⁰) paid by the second party to the first party the receipt of which is hereby acknowledged, have this day bargained granted, sold and conveyed unto the said party of the second part, his heirs and assigns forever, all the right title and claim which the party of the first part has in the following described land lying in Madison County in the above State and known as the $\frac{1}{4}$ M^l of 3 M^l 1/4 of section 20, and the $\frac{1}{4}$ M^l of the $\frac{1}{4}$ M^l of section 29 all in Township 12 Range 4th together with all the appurtenances therunto belonging, to have and to hold the same unto the said party of the second part, his heirs and assigns forever. In witness all of which the said party of the first part have hereunto set my hand and affixed my seal the day and year first above written.

Joseph Wysse *Seal*

State of Mississippi
Attala County

Before me H. H. Barwick Mayor and
Esq. I. P. in and for said county, this day

came Joseph Wyse who acknowledged that he signed, sealed, and delivered the foregoing Deed as his own act and deed, and that he executed it for the purpose therein specified on the day and year herein mentioned.

Given under my hand and seal this the 16th day of November A. D. 1872.

H. H. Warwick, Mayor *J. P. Faxon*

J. D. Hawkins

So 3 Deed of Trust } Filed for record this 12th day of
Robinson Stevens } February A. D. 1873. at 10 A. M.

Recorded March 12th A. D. 1873

This Deed of Trust made this 11th day of February A. D. 1873,
Witnesseth: That whereas J. D. Hawkins of the County Madison
party of the first part is indebted to Robinson Stevens
in the sum of three hundred and eighty five dollars
on Promissory note, and whereas, said party of first
part expect said Robinson Stevens to advance one
hundred fifty dollars money, supplies and merchandise
during the year 1873, and whereas, said party agreed to
secure the payment of said sum, 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 E. H. Robert, R.
B. Battle Trustee, does hereby bargain, sell and convey
to said Trustee the property, being in Madison County,
Mississippi, and described as follows: One Sorrel Horse
four years old, One Iron grey Colt two years old, Two cows
Calves, one Wagon Two Teamings, four Head Hogs, All
crops Cotton Corn and other produce raised during
the year 1873 and all farming implements, 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 first day of Nov-
ember 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 giving notice in three pub-
lic places in said County sell said property, or as sufficient
thereof, to make said payments, for cash, at public auction
at the Courthouse in the City of Jackson. And said Robin-
son Stevens or their legal representative, can, at any time they
may desire, appoint a Trustee in the place of E. H. Robert
R. B. Battle 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

abovesaid: but until demanded by the Trustee for either
of the purposes aforesaid, said party of first part can
hold the same. On testimony whereof, said J. H. Hawkins
party of the first part has hereto set his hand and seal
whereby accept the³
above trust

J. H. Hawkins *Seal*

J. H. Reber
R. B. Battle

The State of Mississippi
Hinds County

Personally appeared before the under-
signed an acting Justice of the
Peace for said County J. H. Hawkins who severally acknow-
ledged that he signed, sealed and delivered, the foregoing
deed of trust, at the time therein named, as his act and deed.
Witness my hand and seal of office, this the 11th day of Feb-
ruary A. D. 1873

Peyton Robinson J. P. *Seal*

Edmond Crowder Filed for record this 12th day of Feb-
So 3 Deed of Trust } mary A. D. 1873 at 10 A. M.
Robinson & Stevens } Recorded March 12th A. D. 1873

This Deed of Trust made this 11th day of Feb-
mary A. D. 1873 witnesseth: That whereas, Edmond Crowder of
the County of Madison party of first part... indebted to Robin-
son & Stevens in the sum of One hundred & twenty dollars on promis-
sory note and, whereas, said party of first part expect said
Robinson & Stevens to advance one hundred & fifty dollars money
supplies and merchandise during the year 1873; and whereas,
said party has agreed to secure the payment of said sum, 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. H. Reber & R. B. Battle, trustee
does hereby bargain, sell and convey to said trustee the pro-
perty, being in Madison County, Mississippi, and described
as follows: One bay mare five years old, One mule colored
mule nine years old, one Cow & Calf, one wagon All crops of
cotton and other produce raised during the year 1873 and
farming implements 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
first day of November 1873, pay what may be due said Robin-
son & 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 notice in three public
places in said County sell said property, in a sufficiency
thereof, to make said payments, for cash, at public auction,
at the Courthouse in the City of Jackson. And said Robinson &

Herrins or their legal representative, can, at any time they may desire, appoint a trustee in the place of E. H. Riber & R. B. Baile 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 of the purposes as aforesaid said part of first part can hold the same.

In testimony whereof said Edmond Crowder has hereunto set his hand and seal witness - E. W. Carpenter. Edmond X Crowder
mark
We hereby accept the
above trust

E. H. Riber

R. B. Baile

The State of Mississippi,

Hinds County ³ Personally appeared before the undersigned our acting Justice

of the Peace duly commissioned for said County Edmond Crowder who severally acknowledge that he signed, sealed and delivered the foregoing Deed of Trust at the time herein named, as his act and deed.

Witness my hand and seal of office, this the 11th day of February A. D. 1873.

Reyton Robinson J. P. 

Granville Williams

To ³ Deed of trust. } filed for record this 12th day of
Weil & Lock } February A. D. 1873 at 4.20 P. M.
Recorded March 12th A. D. 1873

This Deed of Trust made this Eleventh day of February A. D. 1873 by and between Granville Williams of the first part and Weil & Lock, merchants, of the second part, all of the County of Madison, State of Mississippi, witness eth: that, whereas, the party of the first part is indebted to the parties of the second part in the sum of Eighty-eight 25/100 Dollars (\$88 25) evidenced by a certain promissory note bearing even date with these presents, 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, during said year, provisions, clothing and plantation supplies to the amount of two hundred Dollars (\$200-) to enable him to carry on his farm in Madison County, during said year; therefore, in order to secure the prompt and full payment of said sum, on the said first day of October, 1873, the party of the first part, for and in consideration of the sum of one dollar to him in hand paid by the parties of the

second part, the receipt of which is hereby acknowledged,
has granted, bargained, and sold, and by these presents
doth grant, bargain and sell unto the parties of the second
part, the following property, to wit: One Bay Horse
mule "Beauregard" (this day purchased of the second
parties); one Bay Horse "Billy," together with all the crop
or crops of every kind or description that may be raised,
cultivated or gathered by said first party, or those under
his employ, during said year. To have and to hold unto them
the parties of the second part, their heirs and assigns, for
ever, with power of sale in them, the said second parties,
on ten days' notice: In trust, however, 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, 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.

Granville Williams *Ex. 3*
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, Granville Williams and ac-
knowledged 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 and seal this 11th day of February A.D.
1873.

J. W. Jenkins J.P. *Ex. 3*

W. F. Carmichael

Ex. 3 Deed Trust

H. S. Foote Jr. } Filed for record this 12th day of

February A.D. 1873 at 4:45 P.M.

Recorded March 12th A.D. 1873

Know all men by these Presents, that this indenture
made and entered into this the 11th day of February A.D. 1873
by and between W. F. Carmichael of the first part and
Henry S. Foote Jr. of the second part and Wm. J. Mosby &c.
of the third part is to witness: That for and in consideration
of the sum of one hundred dollars this day paid said first
by said second party said first party doth by these pre-
sents bargain sell alien enfeoff and convey unto said second
party the following described lot or parcel of ground lying
and being in the County of Madison and City of Canton more
fully known as follows viz: Commencing on Academy Street
twelve feet West of the S.E. corner of a lot sold by S. L. Mosby and
wife to Wm. H. Steele thence running with Academy Street
West one hundred and four feet, thence running North one
hundred & fifteen feet thence running East one hundred and
four feet, thence South one hundred and fifteen feet to the be-
ginning, to have and to hold the same unto him the said

second party and his heirs and assigns forever together with all the tenements appurtenances and hereditaments hereunto belonging, But this Deed is made upon the following conditions and none other, whereas the said Carmichael is indebted to the said Wm. J. Mosby &c: in the sum of one hundred and twenty five dollars and eighty three cents, with interest at ten per cent per annum from the first day of October A. D. 1872, and has agreed to pay the same with like interest from that date in three quarterly instalments during the year A. D. 1873 commencing on the 1st day of January last, now if said Carmichael shall well & truly pay said sums of money and interest at the time specified then this Deed to be null and void, but if he shall not pay said sums, then said took out in the event of his death or failure or neglect from any cause to act then any one whom said W. J. Mosby &c: shall request to act, shall sell said property before the Court House door of Madison County, for cash, after ten days written notice of time and place of sale posted on or near the Court House door, and from the proceeds shall pay off all that is due W. J. Mosby &c: & costs of sale & the remainder if any shall pay to the said Carmichael in Testimony whereof said Carmichael hath hereto set his hand and seal this the 11th day of February A. D. 1873

W. J. Carmichael Seal

State of Mississippi

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

Seal

Given under my hand and seal of office
at Canton this 12th day of February A. D. 1873

C. S. Jeffrey Clerk

Thos. Lewis

To } Deed of Trust } Filed for record this 12th day of
Henry I Footejr } February A. D. 1873 addit 5 P.M.
Recorded March 12th A.D. 1873

Know all men by these presents That this indenture made and entered into this the 9th day of February A. D. 1873 by and between Thomas Lewis of the first part, Henry I Footejr of the second part and Mayron Sanderson of the third part is to witness that for and in consideration of the sum of one hundred dollars this day paid said first by said second party, the said first party doth by these presents bargain sell alien enfeoff and

convey unto said second party the following described
 lands and tenements lying & being in the County of
 Madison and State of Mississippi and more fully described
 as follows viz: All that part of $8\frac{1}{2}$ 3 W $\frac{1}{4}$ section 24
 Township nine Range 2 East beginning at a Stake at
 the E. W. corner of said land lying on the County road
 leading West from Canton in said county to Bear
 Creek, and at the North East corner of the adjacent
 land on said County road, belonging formerly to
 Richard Walu and his heirs, and from said corner
 running North Sixty three degrees Thirty six minutes
 East, by and with said County road as now established
 to a Stake thence, thence running South one thousand
 and sixty nine $\frac{86}{100}$ feet to a Stake, thence running South
 Sixty three degrees and thirty six minutes West thence
 running North one thousand and Sixty nine and $\frac{86}{100}$
 feet by and with said Walu's line to the beginning, con-
 taining ten acres be the same more or less according to
 a Survey made by G. C. Ford in November A.D. 1871. to
 have and to hold the same unto him the said second
 party his heirs and assigns forever together with all
 the tenements appurtenances hereditaments thereunto
 belonging. But this conveyance is made upon trust,
 upon the following conditions only to wit, That whereas
 the said Thomas Leric has procured the said Mayron
 & Landers to accept for him the sum of twelve hundred
 dollars on an obligation due to R. C. Smith Esq. now if
 when the same is due and payable the same is paid
 and satisfied then this instrument to be null void,
 but if when the same becomes due and payable it is
 not paid by the said Leric then and in that event
 the said trustee shall post a written notice of the time
 and place of said sale on the Court House door of Madison
 County thirty days before day of sale and when said
 sale day shall arrive shall sell said property to the
 highest bidder for cash and shall pay the costs of
 the execution of this trust and commissions of trustee
 and the remaining moneys shall be paid to said
 Mayron & Landers, and if any money remains after
 the payment of sufficient to entirely pay off and satis-
 fy said acceptance which is dated the 13th day of
 November A.D. 1872 & due the 13th day of November A.D. 1873
 then the surplus is to be paid to said Leric. And it
 is further understood and agreed between the parties
 hereto, that if from death or any other cause said trustee
 shall fail refuse or neglect to act, that said Mayron &
 Landers can designate any other person they choose to
 act as trustee herein, who is vested with all the powers
 of the said trustee as trustee herein. In testimony whereof
 said first party hath hereunto set his hand and seal

This the 9th day of February A. D. 1873

J. Lericir

State of Mississippi

County of Madison; this day personally appeared before the undersigned Clerk of the Chancery Court of said County J. Lericir who acknowledged that he executed, signed sealed & 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 12th day of Feb.
A. D. 1873

E. L. Jeffrey Clerk
C. H. Fricker R. C.

James A. Reid

Deed of Trust } Filed for record this 12th day of Febr.
J. S. Calhoon Trustee }uary A. D. 1873 at 5.20 P.M.

Recorded March 13th A. D. 1873

Be it known that for the sum of Twenty-three hundred Dollars this day loaned me by J. A. P. Campbell to be paid to him on the 9th day of December next (A. D. 1873) as evidenced by my promissory note of this date due at that time I James A. Reid have sold and conveyed to J. S. Calhoon that land in Madison County Mississippi described in the public survey as the North West $\frac{1}{4}$ of Section Thirty-six and the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section Thirty-four and the North East $\frac{1}{4}$ of Section Thirty-four less forty acres off of S. E. $\frac{1}{4}$ of E. $\frac{1}{4}$, said $\frac{1}{4}$ separated by a diagonal line running North East and South West of Township Ten and Range Two East, containing in all three hundred and sixty acres and the said land in section thirty-four being the same conveyed to me by W. M. Leggett on the 20th March A. D. 1871, as by deed recorded in Book V page 154 of Records of Meekin said County. To have and to hold said land to the said J. S. Calhoon, and his heirs and assigns forever, but in trust to secure said promissory note and to permit me to occupy said land until default made herein, and if said note shall be paid this deed is to be thenceforth void, but if said promissory note shall not be paid at maturity the said J. S. Calhoon or the holder of said note, or any one having aforesaid may sell said land at public outcry to the highest bidder for cash, at the Court House of said County and convey it to the purchaser and pay said note out of the proceeds and the balance after deduction of the expenses of executing said trust to me, but before said sale notice thereof shall be given by posting notice

at the door of said Court House ten days. In witness
whereof I the grantor herein have hereto set my hand
and seal this 12th day of February A.D. 1873, being the day
of the execution hereof.

J. A. Reid. *Seal*

State of Mississippi
County of Madison,

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

*from
Clerk*
Given under my hand and seal of office,
at Canton this 12th day of February A.D. 1873
E. S. Jeffrey Clerk

Ira O. Wysse

S. D. Deed

Mr. Alice Robert } Filed for record this 13th day of February
A.D. 1873 at 12.15 P.M.

Recorded March 13th A.D. 1873

This Deed of Conveyance, made and entered into this nineteenth
day of December A.D. 1866 between Ira O. Wysse of the County of
Madison and State of Mississippi, of the first part and Mr. Alice
Robert wife of Henry Robert of the County of Madison and State
of Mississippi of the second part Witnesseth that said party
of the first part for and in consideration of the sum of Two
Hundred fifty $\frac{1}{2}$ dollars the receipt whereof is hereby acknow-
ledged hath granted, bargained, sold and conveyed, and doth
hereby grant, bargain, sell and convey unto the said party of the
second part her heirs, administrators, executors, and assigns
the following tract or parcel of lands situate, lying and being
in the County of Madison State of Mississippi known and described
as follows, to-wit: all that lot or parcel of land containing
three acres situate lying and being within the limits of the Town
of Sharon and bounded as follows viz: situated near the
South East Corner of the East half of the North East quarter of
section One in Township Nine in Range Three East commencing
at a Stake in the Range line between three and four East
running South three thousand eight hundred and eighty-eight links to
a Stake thence West seven hundred and seventy-six links
to a Stake thence North three hundred and eighty-eight links
to a Stake, thence East seven hundred twenty-six links
to the first mentioned bounds. Together with all and
singular the premises and appurtenances thereto belonging
or in anywise appertaining. To have and to hold, to the
said party of the second part, her heirs and assigns, all
the foregoing described land and premises forever in fee simple
and the said party of the first part for himself his heirs, executors,
administrators, and assigns, by these presents doth covenant,

promise and agree to and with the said party of the second part her heirs, assigns, &c. that he will and her heirs, assigns, &c. shall forever warrant and defend the title to said granted land and premises against the claim or claims of all and every person whatsoever. In testimony whereof, the said party of the first part have hereunto set his hand and seal the day and year first above written.

Ira D. Wyse *Seal*

The State of Mississippi,

Madison County ss, Personally appeared before the undersigned Clerk of the Probate Court in and for said County, the above named Ira D. Wyse who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein expressed as his proper act and deed

*Given under my hand and seal this 19th day
of December A.D. 1866*

J. H. Ward Clerk *Seal*

Albert Johnsonnd
Emma D. Johnson his wife
To ³ Deed Quit Claim
Albert Freed and
Maria J. Freed his wife

} Filed for record this 13th day
of February A.D. 1873 at 1.15 P.M.
Recorded March 13th A.D. 1873

This quit claim deed of conveyance executed by Albert Johnson and Emma D. Johnson his wife, to Albert Freed senior and Maria J. Freed, his wife, all of the county of Madison and State of Mississippi, as witness: That for and in consideration of the sum of ten dollars paid the said Albert and Emily D. Johnson have aliened and conveyed and do now by these presents alien and convey, remise, release and forever quit claim unto the said Albert Freed, senior and Maria J. Freed his wife, and their heirs and aliens forever all the right title, claim and interest of the said Albert Johnson and Emily D. Johnson, his wife, in and to the land, in said county and state described by members as the North East quarter of section thirty six (36) in Township ten (10) of Range two (2) East, and the West half of the South West quarter of section thirty (30) in Township ten (10) of Range three (3) East, containing two hundred and forty (240) acres more or less.

In testimony whereof said Albert Johnson, and Emily D. Johnson, his wife, have here-to set their hands and seals on this the thirteenth day of February A.D. 1873

A. Johnson *Seal*
Emily D. Johnson *Seal*

The State of Mississippi,

Madison County, This day personally appeared
Levy of Lumbon

before the undersigned, Notary Public for said City, the within named A. Johnson and Emily D. Johnson his wife, who severally acknowledged that they signed, sealed and delivered the foregoing and annexed instrument as their own act and deed. And the said Emily D. Johnson upon a private examination by me made, separate and apart from her 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.

(Signed) Given under my hand and seal of office, this
Thirteenth day of February A. D. 1873

Jno W. Yerger, Notary Public

Albert Sned &

Maria J. Sned his wife } Filed for record this 13th day of
So³ Deed } February A. D. 1873 at 120 P.M.
Eleanor Sned } Recorded March 13th A. D. 1873

This Deed of Conveyance executed by Albert Sned senior, and Maria J. Sned his wife, to Eleanor B. Sned, wife of A. J. Sned, all of the county of Madison and State of Mississippi, is to witness, that for and in consideration of the sum of six hundred dollars, already paid, the said Albert Sned, senior, and Maria J. Sned his wife, have granted, bargained and sold, and now, by these presents, do hereby grant, bargain and sell, alien and convey unto the said Eleanor B. Sned and her heirs and aliens forever, all that land in said county and State, described by numbers as the North half of the East half of the North East quarter of Section thirty six (36) in Township ten (10) of Range two (2) East and twenty (20) acres off of the North end of the West half of the South West quarter of Section thirty (30) in Township ten (10) of Range three (3) East, containing in all, sixty (60) acres more or less. And the grantors herein covenant that they and their heirs will warrant and forever defend the title to said land against the claim or claims of any or all persons whomsoever.

Witness the hands and seals of said grantors this Thirteenth day of February A. D. 1873.

A. Sned *(Signed)*
Maria J. Sned *(Signed)*

The State of Mississippi

Madison County } This day personally appeared
City of Canton } before the undersigned, Notary
Public for said City, the within named A. Sned and Maria J. Sned his wife, who severally acknowledged that they signed, sealed and delivered the foregoing and annexed instrument as their own act and deed. And the said Maria J. Sned upon a private examination by me made, separate and apart

from her 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.

^{Seal 3} Given under my hand and seal of office, this
Thirteenth day of February A.D. 1873
Jno W Yeager
Notary Public

N.C. Tucker

To 3 Note

Mrs. Eliza V. Lavender

} Filed for record this 13th day
of February A.D. 1873 at 4:15 P.M.
Recorded March 13th 1873

\$150 $\frac{00}{100}$ Madison County.

Mississippi Feb. 10th 1873

This is to certify that on the first day of November next I the under signed agrees to pay Mrs. Eliza V. Lavender or order the sum of one hundred and fifty dollars (\$150 $\frac{00}{100}$) for the use of her place during the year of 1873, I also agree to keep a lawful fence and to keep the houses in good repair. Said place or plantation is situated in the northern part of Madison County Miss:

N.C. Tucker ^{Seal 3}

State of Mississippi

County of Madison } this day personally appeared
before the undersigned, Clerk

of the Chancery Court of said County N.C. Tucker
who acknowledged that he executed, signed, sealed
and delivered the above Note on the day and year
aforesaid, and for the purpose therein mentioned
as his act and deed

^{Seal 3} Given under my hand and seal of office
at Canton this 13th day of February A.D. 1873
S. S. Jeffrey Clerk

Ephraim Matlock

To 3 Trust Deed

J. C. Shelby

} Filed for record this 13th day
of February A.D. 1873 at 12:20 P.M.
Recorded March 13th 1873

State of Mississippi

Madison County } Know all men by these presents
that I Ephraim Matlock

of the State and County above written have this
day granted bargained sold and conveyed and by
this presents do bargain sell and convey to Mr. J. J.
McGruder my sorrel horse Bob and bay horse Shucky
cow and calf, farming implements and all the crops
raised by me and those under my control in the year
1873 to have and to hold the said stock implements and

crofts unto the said Dr. J. J. Magruder his heirs and successors forever. Now be it known that this deed is in trust for the purposes and on the conditions hereinafter specified. Whereas - by my promissory note bearing date February 8th. A. D. 1873 and written as follows. On or before the first day of October next after date I promise to pay Dr. J. J. Shelby the sum of Three Hundred & Twenty Dollars for the rent of 50 acres land, purchase money of the bay horse Archey, and for the advance of One Hundred & Sixty Dollars in supplies & implements. I Ephraim Matlock now make and execute this deed in trust to the said Dr. J. J. Magruder to secure the prompt & faithful payment of said note to said Dr. J. J. Shelby. Be it further known that if the said Ephraim Matlock promptly meet and satisfy said above written note at maturity then this deed is rendered null and void and cancelled, but if the said Ephraim Matlock fail to satisfy said note at its maturity, then the said Ephraim Matlock hereby directs and empowers the said Dr. J. J. Magruder trustee as aforesaid, at any time after such failure upon the request of said Dr. J. J. Shelby to take immediate possession of said personal property herein before described and conveyed and proceed to sell the same at public outcry for cash to the highest & best bidder by first giving ten days written notice of the time, place and terms of such sale, in three public places in the above mentioned county, and out of the proceeds of said sale to pay the just and necessary expenses of said sale, the full amount of said note or so much thereof as their remains due to said Dr. J. J. Shelby. The remainder if any to said Ephraim Matlock, said Ephraim Matlock further stipulates and agrees not to dispose of said stock or crops in any way that will militate against the faithful compliance and settlement of said foregoing obligation, and if said Ephraim Matlock or those under his controul should sell, swap, remove, or attempt to sell, swap or remove said property before the payment of said note, then the said Dr. J. J. Magruder is hereby directed and empowered to take immediate possession of said stock implements and crops to him conveyed, and sell the same for the purposes and on the terms herein before provided. And in case said Dr. J. J. Magruder shall from any cause fail to act as trustee as aforesaid, said Ephraim Matlock hereby authorise the said Dr. J. J. Shelby to appoint another in his stead who shall be vested with the same power and perform the same duties as those herein granted the said Dr. J. J. Magruder. In witness whereof I hereto affix my hand and seal on this the 8th day of February A. D. 1873

Ephraim ^{his} Matlock
mark

State of Mississippi

Madison County Personnally appeared before me Sam Fulton
a Justice of the Peace, Ephraim Matlock who

after a satisfactory explanation of the foregoing deed, acknowledged, that he signed sealed and delivered the same on the day and year therein mentioned as his own act and deed. Given under my hand and seal this the 8th day Feb. A.D. 1873.

Sam. Willson Jr. P. Seal

Washington Sanders

S. D. Deed of Trust.

George ell Houston Trustee

} Filed for record this 14th day of
February A. D. 1873 at 12:30 P.M.

Recorded March 14th A.D. 1873

Know all men by these presents, that this Indenture made and entered into this the third day of February A.D. 1873, by and between Washington Sanders of the first part, and Columbia Ford of the second part, and George ell Houston of the third part, is to witness: that, for and in consideration of the sum of one hundred dollars this day paid said first by said third party, the receipt of which is hereby acknowledged, said first party doth by these presents, bargain, sell, alien and convey unto said third party, the following described property, lying and being in the County of Madison and State of Mississippi, and more fully designated as follows, viz: The West half of the South-west quarter of section fifteen, Township ten, range two east, containing eighty acres more or less, and the West half of the north-west quarter of section twenty-two Township ten, range two east, likewise containing eighty acres, be the same more or less; and also, all the crops of cotton, corn, or other produce of the soil, raised or to be grown by said first party, or on his account, on the said land, or elsewhere, during the term of four years from the date of this Indenture, now owned by said first party, or which shall be owned by him during the next ensuing four years from the date of this Indenture. To have, and to hold, the same unto him, the said third party, his heirs and assigns forever, together with all the improvements, appurtenances and hereditaments therunto belonging. But this Deed in Trust is made upon the following terms and conditions and no other, viz: That, where as the said first party hath made executed and delivered unto the said second party, for the sum above - money for the said land hereinbefore mentioned and described, of even date with these presents, each payable to the order of Columbia Ford aforesaid, respectively on the first day of December A.D. 1873, 1874, 1875 and 1876, for eight bales of cotton, or the sum of five-hundred and sixty dollars (\$560.00) four several promissory notes, further agreeing to deliver the said bales of cotton, if the abovesigned sum of money

be not paid in lieu thereof, (each bale to weigh four hundred and fifty pounds, and to class as "low-middling" cotton) at the Gin-house of said second party, or at such place as she herself, or her agent may designate in the City of Canton, said notes bearing interest after maturity at the rate of ten per cent per annum. If when either of said notes, or all of them shall become due and payable, in the hands of any bona-fide holder for value received, it or they shall not be paid off and fully satisfied, in cotton or in money as aforesaid, the said trustee, or in the event of his death, or failure to act from any cause whatsoever, anyone, whom the holder of said notes or if any one of them, shall request to act, shall proceed to sell so much bales more, of the crops of cotton, corn, or other produce raised or grown by said first party, or on his account, on said land or elsewhere, during the four years next ensuing from the date of this indenture, now belonging to the said first party, or in his possession when said notes or note shall fall due and remain unpaid, for each, at public outcry, before the Court house door in the City of Canton, Mississippi, after ten days notice of sale in writing, posted thereupon, between the hours of eleven o'clock in the forenoon and four o'clock in the afternoon, as will sell for enough in cash, to pay off, and fully satisfy said note or notes then due and unpaid, and all the expenses of transportation, of sale, and the interest upon said overdue note or notes at ten per cent per annum, But if, when any of said notes, or all of them are due and payable, the amount realized in cash in the hands of the trustee or his successor, or other person requested to act as above, by the sale as aforesaid, if the crops or produce grown by the said first party on the land hereinbefore described or elsewhere, shall not suffice to pay the full amount in cash, if said note or notes, then due and unpaid, with interest as aforesaid after maturity, and the commission and expenses of sale, the said trustee, or in the event of his death or failure from any cause whatsoever to act, any one whom the holder of said note or notes remaining unpaid, shall request to act, shall post a written notice of sale of the land hereinbefore described, and of the time and place of said sale, upon the Court house door of said County, and after the expiration of thirty days from the time of posting such notice, on the appointed day, between the hours of ten o'clock in the forenoon, and four o'clock in the afternoon, shall sell the above described land to the highest bidder, at public outcry, before the Court House door in Canton, for cash; the holders of said note or notes having the privilege to bid at said sale, whether all the notes are then due or not the full amount of them all remaining unpaid to be treated as so much cash, and from the proceeds

shall pay off said note or notes, and the costs of the execution of this trust and commission of trustee for sale of property; and the remaining moneys, if any, shall be paid over to said first party, provided always, all said notes shall be paid before any money is paid to said first party, whether all of said notes are then due and payable or not. In testimony whereof, said first party hath hereunto set his hand and seal, this the third day of February A. D. 1873.

Washington ^{his seal under}
mark

State of Mississippi
County of Madison this day personally appeared before the undersigned, Clerk of the Chancery Court of said county Washington Summers who acknowledged that he executed, signed sealed and delivered the above Deed on the day and year aforesaid, and for the purposes herein mentioned, is his act and deed.

Given under my hand and seal of office, at Canton this 3rd day of February A. D. 1873

v. v. S. J. Jeffrey Clerk
E. H. Fustwickler A. C.

Anthony Cloore
S. 3 Deed of Trust
George Ell Houston Trustee

} Filed for record this 17th
day of February A. D. 1873
at 12.30 o'clock P.M.

Recorded March 11th A. D. 1873

I know all men by these presents, that this instrument made and entered into, this the third day of February A. D. 1873 by and between Anthony Cloore of the first part, and Columbia Ford of the second part, and George Ell Houston or his successor, of the third part is to witness: That, for and in consideration of the sum of One hundred dollars this day paid said first by said third party, the receipt of which is hereby acknowledged, said first party doth by these presents, bargain, sell, alien and convey unto said third party, the following described property lying and being in the County of Madison and State of Mississippi, and more fully designated as follows: viz. The West half of the South-east quarter of Section fifteen, Township ten, range two east, containing eighty acres be the same more or less, and also the northern most twenty acres of lot two in Section twenty two, Township ten, range two east. And also, all the crops of cotton, corn, or other produce of the soil, raised or to be grown by said first party, or on his account, on the said lands,

or elsewhere, during the term of four years from the date of this Indenture, and also, all the horses, mules stock or agricultural implements, now owned by said first party, or which shall be owned by him during the next ensuing four years from the date of this indenture. To have and to hold the same unto him, the said third party, his heirs and assigns forever, together with all the tenements, appurtenances and hereditaments, thereunto belonging in trust this deed in trust is made upon the following terms and conditions and no other, viz., that, whereas the said first party hath made executed and delivered unto the said second party, for the purchase money for the said land, hereinbefore described, of even date with these presents, each payable to the order of the said Columbia Ford, for six bales of cotton, or the sum of four hundred dollars, payable each respectively, on the first day of December, A.D. 1873, 1874, 1875 and 1876, four several promissory notes, further agreeing to deliver the said bales of cotton, if the above named sum of money be not paid in due thereof (each bale to weigh four hundred and twenty pounds, and to class as "low-middling" cotton) at the Gin house of said second party, or at such place as she herself, or her agent may designate in the City of Canton, said notes bearing interest after maturity, at the rate of ten per cent per annum. If, when either of said notes or all of them shall become due and payable, in the hands of any bona-fide holder for value received; it or they shall not be fully paid off and satisfied, in cotton or money as aforesaid, then said trustee, or in the event of his death, or failure from any cause to act, any one whom the holder of said note or notes shall request to act, shall proceed to sell, so much, but no more, of the crops of cotton, corn or other produce, raised or grown by said first party, or on his account, on the said land, or elsewhere, during the four years next ensuing from the date of this Indenture, and so many, but no more, of the mules, horses, cattle or other stock, and agricultural implements, now belonging to the said first party, or in his possession when said note or notes shall fall due and remain unpaid, for cash, at public outcry, before the door of the Court house in Canton, Mississippi, after ten days notice of sale in writing, posted thereupon, between eleven o'clock in the forenoon, and four o'clock in the afternoon, as will sell for enough to pay off and fully satisfy said note or notes, and all the expenses of transportation of sale and trustee's commission, and the interest at ten per cent due upon said note or notes after maturity. But if when as aforesaid any of said notes or all of them become due and payable, and the trustee or his representative, by the sale as aforesaid of cotton, corn or animals, hereinbefore bargained, sold,

alimed and conveyed unto him the said third party, by
 the first party, and of the animals and agricultural imple-
 ments hereinbefore mentioned, shall have failed to realize
 by said sale enough cash to fully pay off and satisfy the
 said note or notes then due and payable, with interest,
 expenses, and commissions as aforesaid, the said trustee,
 or his representative or appoinsee as aforesaid, or any
 one whom a bona-fide holder of any or of all said notes
 for value, remaining unpaid after maturity, shall re-
 quest to act, shall post a written notice of sale of the
 land hereinbefore described, and of the time and place
 of said sale, upon the Court House door of said County,
 and after the expiration of thirty days from the time
 of posting such notice of sale, on the appointed day,
 between the hours of ten o'clock in the forenoon, and
 four o'clock in the afternoon, shall sell the above
 described land to the highest bidder, at public out-
 cry, before the door of the Court House in Courtown, for
 each the holder of said notes having the privilege
 to bid at said sale, whether all the notes are then
 due or not, the full amount of them all, or of any
 portion of them remaining unpaid, to be treated
 as so much cash, and from the proceeds shall
 pay off said note or notes, and the costs of the
 execution of this trust and commissions of trustee
 for sale of property, and the remaining money,
 if any, shall be paid over to said first party, pro-
 vided always, all said notes shall be paid before
 any money is paid to said first party, whether
 all of said notes are then due and payable or not.
 In testimony whereof, said first party hath here-
 to set his hand and seal, this the third day of
 February A. D. 1873.

Anthony ^{his} Cloore ^{Seal}
 State of Mississippi } mark

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

Given under my hand and seal of
 office, at Courtown this 3rd day of February
 A. D. 1873

G. S. Jeffrey Clerk
 G. H. Luskville M. C.

Joseph Saunders

Do^r Deed in Trust.

Filed for record this 14th day of
February A. D. 1873 at 12:30 o'clock P.M.

Recorded March 14th A. D. 1873

Know all men by these presents, that this Indenture made and entered into this the 29th day of January A. D. 1873 by and between Joseph Saunders of the first part and Columbia Ford of the second part and Henry I. Footh Jr. or his successor of the third part it is witness, that for and in consideration of the sum of one hundred dollars this day paid said first by said third party, said first party doth by these presents bargain sell alien and convey unto said third party the following described tract or parcel of land lying & being in the County of Madison and State of Mississippi and more fully described as follows viz: South $\frac{1}{2}$ of Twp $\frac{1}{4}$ sec 27 Township ten range two East containing eighty acres be the same more or less to have and to hold the same unto him the said third party his heirs and assigns forever together with all the tenements appurtenances and hereditaments thereunto belonging. But this Deed in trust is made upon the following terms and conditions and no other viz: That whereas the said first party hath made executed and delivered unto the said second party for the purchase money for the land herein before mentioned of even date with these presents each payable to the order of said Columbia Ford for four bales of cotton on the sum of two hundred and eighty dollars payable each respectively on the 1st days of Dec A. D. 1873, 1874, 1875 & 1876 his four several promissory notes further agreeing to deliver the same (each bale weighing four hundred and fifty pounds & to class as strict ordinary or low middling cotton) at the gin house of said second party or at such place as she by herself or agent may designate in the City of Canton, said notes bearing interest after maturity at the rate of ten per cent per annum. If when said notes shall become due and payable they shall be fully paid off and satisfied then this deed to become null and void, but if when they are due and payable in the hands of any bona-fide holder for value they shall not be fully paid off and satisfied, then said trustee or in the event of his death or failure from any cause whatsoever to act, then anyone whom the holder of said notes shall request to act, shall post a written notice of the time and place of sale on the Court House door of said County for thirty days before the day of sale and when said day shall arrive shall sell said land to the highest bidder for cash at public outcry, the holders of said notes having the privilege to bid at said sale whether all the notes are then due or not, the full amount of them all to be treated as so much cash, and from the proceeds shall pay off said notes, and the costs

This Deed will satisfy all in case the money due being
paid to Mrs. J. Footh & her husband Mr. J. Footh & C. S. G. M. & Co. & Co. etc.

of the execution of this trust, or commissions of trustee for sale of property, and the remaining monies if any shall be paid over to said first party, provided always all said notes shall be paid before any money is paid to said first party whether all of said notes are then due and payable or not. In testimony whereof said first party hath hereto set his hand and seal this the 29th day of January A.D. 1873
 Joseph ^{his} Saunders ^{Seal}

State of Mississippi
 County of Madison, this day personally appeared before the undersigned Clerk of the Chancery Court of said County Joseph Saunders 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 actuated. Given under my hand and seal of office at Clanton this 30th day of January A.D. 1873
 Albert Armstrong ^{Seal} S. Jeffrey Clerk

Albert Armstrong
 Joz Deed of Trust } Filed for record this 14th day
 Jerry Wilson Trustee } of February A.D. 1873 at 2:30 P.M.
 Recorded March 14th A.D. 1873

This Deed of Trust made this the 14th of February A.D. 1873 between Albert Armstrong to Jerry Wilson trustee for to secure I G. Wilson, witnesseth: that the said first party being indebted to said I. G. Wilson in the sum of two hundred dollars as evidenced by this promissory note of even date with this instrument for that amount payable to I. G. Wilson or bearer one day after date and being desirous to secure the prompt payment of said sum of money. Now therefore the said Albert Armstrong bargains sells alienes and conveys unto Jerry Wilson trustee for the purposes of this trust, the following property in Madison County State of Mississippi to wit, One brown col mare, to have and to hold the same unto the said Jerry Wilson forever, And if upon the 15th day of February A.D. 1873 the said Albert Armstrong shall not pay and fully satisfy the above indebtedness It shall be lawful for said Jerry Wilson to seize wherever found and to sell the said property after giving one days notice by posting on the court house door of the County of Madison. And to apply the proceeds of such sale to the liquidation of said indebtedness. Witness my hand and seal this the 14th day of February A.D. 1873.

Albert Armstrong ^{his} mark ^{Seal}
 State of Mississippi
 County of Madison, this day personally appeared before the undersigned Clerk of

H. S. Foote Jr.

S. D. Deed

Thos. C. Phillips et al

Filed for record this 15th day of
February A. D. 1873 at 110 o'clock A. M.

Recorded March 14th A.D. 1873

Know all men by these presents that this Indenture made and entered into this the 15th day of February A. D. 1873 by and between Henry S. Foote Jr of the first part & Thos. C. Phillips & C. T. Lemmons of the second part is to witness, that for and in consideration of the sum of two hundred and fifty dollars this day paid said first by said second parties, said first party doth by these presents bargain sell alien enfeoff and convey unto said second parties the following described tracts or parcels of land lying and being in the County of Madison State of Mississippi and City of Canton and more fully described as follows viz Lots nine and ten in Canton addition to the City of Canton as laid down in the plat thereof made by G. A. Ford and incorporated in his new map of the City of Canton as tracts for the Mayor & Aldermen of said city, said lots being bounded on the South by Church avenue & on the North by the lands of Mr. Nancy Luckett and said to contain an acre each be that more or less to have & to hold the same unto them the said second parties their heirs and executors forever, together with all the tenements appurtenances and hereditaments therunto belonging in And the said Foote doth covenant to & with the said second parties that he will forever warrant and defend the title to said lots against the claims of all persons claiming or to claim by through or under him In testimony whereof he hath hereunto set his hand and seal this the 15th day of February A. D. 1873

Henry S. Foote Jr. *Seal 3*

State of Mississippi } This day personally appeared
County of Madison } before the undersigned Clerk
of the Chancery Court of said county Henry S. Foote Jr.
who acknowledged that he executed, signed,
sealed and delivered the above Deed on the day
and year aforesaid, and for the purposes there-
in mentioned, as his act and deed.

Seal 3

Given under my hand and seal of
office, at Canton this 15th day of February
A. D. 1873 —

E. L. Jeffrey Clerk

Henry S. Footh Jr.
S. S. Balloon and
J. A. P. Campbell

Filed for record this 15th day of February
A.D. 1873 at 10.45 P.M.

Recorded March 15th A.D. 1873

I know all men by these presents that this Indenture made and entered into this the 15th day of February A.D. 1873 by and between Henry S. Footh Jr of the first part and J. A. P. Campbell and S. S. Balloon of the second part is to witness, that for and in consideration of the sum of one hundred and twenty-five dollars this day paid said first party, said first party doth by these presents bargain sell alien enfeoff and convey unto said second party the following described tract or parcel of land lying and being in the City of Canton County of Madison and State of Miss, more fully known as follows to wit: Lot eight in Couch's addition to the City of Canton, according to the plat thereof, made by E. A. Ford and according to his new map of said plat and city of Canton, said lot fronting one hundred feet on Couch avenue and running back North three hundred & nineteen feet and bounded on the North by Mrs. Nancy Lockett's land, to have and to hold the said lot unto them the said second parties together with all the tennents and appurtenances thereunto belonging, unto them and their heirs and aliens forever. And the said first party doth covenant to and with said second parties that he will forever warrant and defend the title to to said lot or parcel of ground against the claims of all persons claiming or to claim by through or under him. In testimony whereof said first party hath hereto set his hand and seal this the 15th day of February A.D. 1873.

Henry S. Footh Jr. *Seal*

State of Mississippi
County of Madison. This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Henry S. Footh Jr. 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 15th day of February A.D. 1873
C. L. Jeffrey Clerk

Columbia Ford

S. & Deed

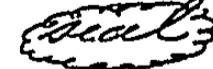
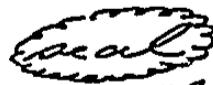
Washington Saunders } Filed for record this 15th day
of February A. D. 1873 at 1 P.M.

Recorded March 15th A.D. 1873

I know all men by these Presents, that this instrument made and entered into this this third day of February A. D. 1873 by and between Columbia Ford and her husband Wm. Houston Ford of the first part, and Washington Saunders of the second part, all of the County of Madison and State of Mississippi, is to witness: That for and in consideration of the sum of Twenty- two hundred and forty dollars (\$2240.00) or thirty-two bales of cotton, hereafter to be paid said first, by said second part, said first parties do by these presents, bargain, sell, alien, enfeoff, and convey, unto said second party, the following described tracts or parcels of land, lying and being in the County of Madison and State of Mississippi, and more fully known as follows, viz: The West half of the South West quarter of section fifteen, Township ten, range two East, containing eighty acres more or less, and also, the west half of the North-west quarter of section twenty-two, Township 10 range 2 East, containing eighty (80) acres, be the same more or less as have and to hold the same unto him the said second party, his heirs and assigns forever, together with all the tenements, appurtenances and hereditaments thereunto belonging, excepting the rent of said land for this current year; And the said first parties do covenant to and with the said second party, that they will, that is the said Columbia Ford, will forever warrant and defend the title to the premises described, against all claims and encumbrances whatsoever. In testimony whereof, said first parties have hereunto set their hands and seals, the day and year, first above written -

Columbia Ford

W. Houston Ford



State of Mississippi

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

Given under my hand and seal of office, at Columbia
this 3rd day of February A. D. 1873

E. L. Jeffrey Clerk
E. H. Gribble R. C.

State of Louisiana

Parish of Orleans

City of New Orleans } S.S.

Personally appeared before the undersigned, duly appointed and commissioned by the Executive of the State of Mississippi a Commissioner of Deeds in and for the State of Louisiana aforesaid Mr. Columbia Ford wife of Wm. Harrison Ford, and personally known to me as the party signing and sealing the annexed and foregoing Deed of instrument of writing, who being examined by me, Commissioner, separate and apart from her husband, acknowledged that she signed, sealed and delivered the same as her voluntary Act and Deed, freely without any fear, threats or compulsion of her said husband.

Given under my hand and official seal this
Seal 3 8th day of February 1873

Alfred Ingraham
Comr. of State of Miss:

James L Elleck & wife,

S. 3 Deed

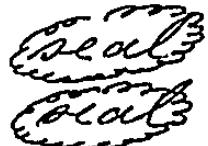
Filed for record this 15th day of Febt.
Thornton Chambers A. D. 1873 at 12.45 P.M.

Recorded March 15th A. D. 1873

Know all men by these Presents, That this Indenture made and entered into this the 15th day of February A. D. 1873 by and between James L Elleck and Sallie L Elleck his wife of the first part and Thornton Chambers of the second part is to witness, That for and in consideration of the three several promissory notes of the said second party, payable each for five hundred dollars one year, two years and three years after date respectively, their said date being of even date with these presents and each bearing interest at ten per cent per annum after maturity, payable to the order of said Sallie L Elleck, and for the payment of which in the hands of any bona fide holder for value the vendors lien for same they being for the purchase money of said land is hereby retained in favor of said holder. The said first parties do by these presents bargain sell alien and convey unto the said second party 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 1/2 of S. E. 1/4 & 1 1/2 of S. W. 1/4 sec 17 Township ten R. 3 East containing one hundred acres be the same more or less to have and to hold the same unto him the said second party and his heirs forever together with all the tenements appurtenances and hereditaments thereunto belonging. And the said Sallie L Elleck doth covenant to and with said second party that she will prosecute warrant and defend the title to said above described lands against all claims of any kind whatsoever. In testimony whereof said first parties do hereby set

their hands and affix their seals the day and year first
above written.

Jas L Cheek
Sallie L Cheek



State of Mississippi,

Madison County } Personally appeared before me E. S.
Jeffrey, Clerk of the Chancery Court
of said County, the within named Jas L Cheek and
Sallie L Cheek his wife, who severally acknowledged that
they signed, sealed and delivered the foregoing and an-
nexed deed as their own act and deed. And the said
Sallie L Cheek 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 15th day of February A.D. 1873

E. S. Jeffrey Clerk

G. H. Lutwiler R. C.

Geo DuFour
J. C. Brown

Benjamin Smith

S. of Mortgage } Filed for record this 15th day of
Wm A Cheek } February A.D. 1873 at 3:15 o'clock P.M.
Recorded March 15th A.D. 1873

Madison County,

Mississippi } To secure Wm A. Cheek or bearer
in the payment note which I am
due him for \$140 One hundred & forty dollars
given February 15th 1873 I hereby make this instru-
ment a just lien upon one horse, one mule, one wagon
& I hereby pledge myself not to remove or dispose
of any of the above described property until the
above debt is paid, but to hold the said property
well & truly bound as security for the above debt.
Witness my hand & seal this 15th day of Febt. 1873

Benjamin Smith

State of Mississippi

County of Madison

This day personally appeared
before the undersigned, Clerk of the Chancery Court
of said county Benjamin Smith who acknowledged
that he executed, signed, sealed and delivered
the above Mortgage 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 15th day of February A.D. 1873

E. S. Jeffrey Clerk

Emma D Sherrard
of Robert Sherrard
S. O. Deed
John W Yeargain

Filed for record this 15th day of
February A. D. 1873 at 3. P. M.

Recorded March 15th A. D. 1873

This Indenture made and entered into

this 12th day of February A. D. 1873 by and between Emma D Sherrard and Robert Sherrard her husband of the first part and Jno W Yeargain of the second part all of the City of Canton County of Madison and State of Mississippi Witnesseth: That the said Emma D Sherrard and Robert Sherrard her husband of the first part, for and in consideration of the sum of Two Thousand Five Hundred dollars to them in hand paid by the said Jno W Yeargain of the second part, the receipt whereof is hereby acknowledged have this day bargained granted sold aliened and conveyed and by these presents do grant bargain alien sell and convey unto the said Jno W Yeargain of the second part his heirs and assigns forever, those certain lots or parcels of ground situate lying and being in the city of Canton, County of Madison and State of Mississippi known and described as Lots number seven and number eight in square number two according to original plat of said city of Canton, To have and to hold the above granted lots or parcels of ground together with all the buildings, improvements, right ways and hereditaments belonging or in any wise appertaining to the said Jno W Yeargain of the second part, his heirs and assigns in fee simple forever. And the said Emma D Sherrard and Robert Sherrard her husband of the first part covenants to and with the said Jno W Yeargain of the second part, his heirs & assigns - That they will, and their heirs executors or administrators, shall forever warrant and defend the title to the lots or parcels of ground by these presents conveyed to the party of the second part his heirs and assigns against the claim or claims of all persons whatsoever as well as against all encumbrances whatsoever. In testimony whereof the said parties of the first part have hereunto set and affixed their hands and seals on the day and year first above written.

Emma D Sherrard
R. Sherrard

State of Mississippi

Madison County, Personally appeared before me C. S. Jeffrey, Clerk of the Chancery Court of said County, the within named Robert Sherrard and Emma D Sherrard 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 Emma D Sherrard 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 12th day of February A. D. 1873
W. S. Jeffrey Clerk

Wm. Ludlow

Deed Filed for record this 15th day of February
E. A. Stokes A. D. 1873 at 3 P.M.

Recorded March 17th A. D. 1873

Deed of Trust by & between E. A. Stokes & Wm. Ludlow State of Mississippi, Madison County It is agreed between E. A. Stokes & Wm. Ludlow that whereas the said William Ludlow is justly indebted to the said E. A. Stokes in the sum of One Thousand Dollars which sum is due & payable on the tenth day of October A. D. 1873 evidenced by the promissory notes of said William Ludlow payable to said E. A. Stokes even dates with this instrument and whereas the said William Ludlow is desirous of securing the prompt payment of the above described promissory notes of either with all such other sums of money as he may be due and owing the said E. A. Stokes for money advanced during the year A. D. 1873 up to the date of the maturity of the above mentioned promissory notes at which time that the said William Ludlow hereby agrees that the said E. A. Stokes shall foreclose this his Deed of trust if he the said E. A. Stokes so desires and if not then the said E. A. Stokes may foreclose at his pleasure after the above mentioned tenth day of October A. D. 1873 the said E. A. Stokes acting as his own & the said William Ludlow trustee now the consideration of the above stated sum of money paid by the said E. A. Stokes to the said William Ludlow at and before the signing and delivering of this Deed the receipt whereof is hereby acknowledged the said William Ludlow has granted bargained sold and conveyed and by these presents doth grant bargain sell and convey unto the said E. A. Stokes trustee herein mentioned for the uses and purposes herein mentioned the following described property to wit his entire undivided one half interest in nine mules and one horse on Mt Ida Plantation namely one large Brown mare mule Mary, one do Black Jemie, one do Blue Kit, one do Blind Kit, do Brown Hell, one do Gray Lucy, one Bay Horse mule Jose, one do pony one Brown horse mule Jim one grey Horse Bowery, one & horse wagon farming utensils & crop of Corn, Cotton and every thing else he the said William Ludlow has any interest in on said Mt Ida Plantation also his undivided one half interest in the mules and wagons on the Lake Smith places namely one large horse mule Dove one grey do pink, one do mouse colored feet, one chestnut sorrel mare, one brown

Deed acknowledged Late facsimile of the parties & witnessed before the Notary Public of Marion Co. Illino. Feb. 12th 1873

horse two Heddabaker wagons & two yokes of Oxen & the
 half of crop of corn & cotton to be raised this season by ear
 after the rent is paid on said place. And it is agreed
 that the above indebtedness to the said E. A. Stokes is due
 on the tenth day of October A.D. 1873 & if at that time
 the said indebtedness shall not be paid it shall be
 lawful for the said E. A. Stokes or any one he may ap-
 point to seize wherever found any or all said property
 & to sell at public outcry to the highest & best bidder
 for cash at the door of the Court House of Madison County
 Miss after giving ten days notice posted in writing
 on said Court House door. But if said indebtedness
 is paid to said E. A. Stokes by said tenth day of October
 by said William Ludlow in full then this Deed of Trust is
 to be null & void otherwise to remain in full force & effect.
 Witness my hand and seal this the twenty-fifth day
 of January 1873.

William Ludlow *Seal*

State of Mississippi

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

Given under my hand and seal of office at Ban-
 ton this 15th day of February A.D. 1873
 E. S. Jeffrey Clerk.

Guilford Nicholson

Clarice E. Nicholson

for Deed

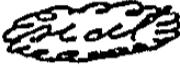
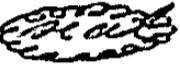
H. S. Foote Jr.

) Filed for record this 15th day of February
 A.D. 1873 at 4 o'clock P.M.

Recorded March 17th A.D. 1873

I know all men by these presents, that
 this Indenture made and entered into this the 15th day of
 January A.D. 1873 by and between Guilford Nicholson and
 Clarice E. Nicholson his wife of the first part and Henry S.
 Foote Jr. guardian of Emma Cook of the second parties to
 witness: That for and in consideration of the sum of two
 thousand dollars this day paid, said Clarice E. Nicholson
 the receipt of which is hereby acknowledged, said first
 parties do by these presents bargain sell alien and convey
 unto said first party the following described tract or parcel
 of land lying & being in the county of Coahoma and State
 of Mississippi and more fully known as follows: viz:
 South Head quarter of sec 18 (eighteen) Township twenty-nine
 range three west and the north half of section nineteen
 same township and range, said to contain four hundred
 and eighty acres be the same more or less, Also 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; S.W.^{1/4} of Sec 2nd Township & Range I East to have and to hold said tract or parcels of land together with all the tenements appurtenances and hereditaments thereunto belonging to have and to hold the same unto him the said second party his heirs and assigns forever, and the said first parties doth covenant to and with said second party that they will forever warrant and defend the title to the above described premises against the claims of all persons whatsoever, and that the same are free from all incumbrances whatsoever. In testimony whereof said first parties have hereunto set their hands & seals this the 16th day of January A.D. 1873.

Guilford Nicholson 
Maria E. Nicholson 

State of Mississippi }
Madison County } Personally appeared before me
E. S. Jeffrey, Clerk of the Chancery
Court of said County, the within named Guilford Nicholson
and Maria E. 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 Maria E. 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.

~~Seal~~ Given under my hand and seal of said
Court this 1st day of February A.D. 1873
E. S. Jeffrey Clerk
J. H. Schreiber W.C.

Richard Barnes
To³ Deed of Trust } Filed for record this 17th
J. R. Ellington Trustee } day of February A.D. 1873 at 11:55
Recorded March 17th A.D. 1873
a.m.
This Indenture made this 17th day of February 1873
between Richard Barnes of County of Madison and
State of Mississippi of the first part and J. R. Ellington
of said County and State of the second part and
Jerry Wilson of County and State aforesaid of the
third part; witnesseth; that whereas the said party
of the first part is indebted to the said party of
the third part in the sum of three hundred and seventy
dollars evidenced by one promissory note of this date
and due 1st of December 1873, and the said party of
the first part being desirous to secure the prompt

payment of said indebtedness at its maturity; Now this indenture witnesseth, that said party of the first part for and in consideration of the sum of ten dollars to him in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted bargained and sold and by these presents does grant bargain sell and convey unto the said party of the second part his heirs and assigns forever, all the following described property situated in the County of Madison and State of Mississippi and more particularly designated and described as follows, to wit: One(1) gray horse mule named "Tom" and one sorrel horse named "Bill" also the crop of corn, cotton and so forth that the said party of the first part may raise this year 1873 on the ground rented of said Jerry Wilson, which is sixty acres, to have and to hold the above described property to the only proper use benefit and behoof of him the said party of the second part, his heirs and assigns forever. And the said party of the first part for himself his heirs executors and administrators covenants with said party of the second part, his heirs and assigns that he is lawfully seized and possessed of said property, and will forever warrant and defend the title to the same against the claim or claims of all persons whatsoever. In trust nevertheless and for the following use, intent and purpose, and none others to wit: Should the said party of the first part fail to pay and satisfy said note at maturity then it shall be the duty of the said party of the second part at the request of said party of the third part, after giving thirty days notice of the time and place of sale, by posting on the Court House door of Madison County, to proceed to sell at auction for cash in hand to the highest bidder, all the above described property or deficiency thereof to satisfy the debt and interest thereon, and the cost of executing this trust, and the balance if any there be, shall be paid over to the said party of the first part. But should said party of the first part well and truly pay said note at maturity, then this deed to be void and of no effect, otherwise to remain in full force and virtue. And it is further understood and agreed by the parties hereto that if the said J. R. Mayson trustee as aforesaid shall from any cause be unable or unwilling to execute this deed of trust, then it shall be lawful for the said party of the third part his executors administrators or assigns under their hands and seals to appoint another trustee in place of said J. R. Mayson with full power to execute the same according to its terms, and whose acts and doings in the premises shall be as

This instrument shall be witnessed by two disinterested persons, one of whom shall be a Notary Public, and the other a disinterested citizen of this state.

binding as if done by the said J R Clayton Trustee.
In testimony of which, said parties of first and second
parts have hereunto set their hands and affixed their
seals this the day and date first above written

Richard ^{his} Barnes *Seal*
J. R. Clayton ^{mark} *Seal*

State of Mississippi }
County of Madison } This day personally appeared before
the undersigned Clerk of the Chancery
Court of said county Richard Barnes who acknowledged
that he executed, signed, sealed and delivered the
above Deed of Trust on the day and year aforesaid,
and for the purposes therin mentioned, as his act
and deed.

Given under my hand and seal of office,
Recd at Canton this 17th day of February A.D. 1873
E. S. Jeffrey Clerk

Adam Creek
So³ Deed of Trust } Filed for record this 17th day of
B. J. Lemmes Trustee } February A.D. 1873 at 1:10 P.M.

Recorded March 17 A.D. 1873

This Deed of Trust executed this 17th day of Feb'y. 1873
by and between Adam Creek party of 1st part, & C. Cobb
party of 2nd part, and B. J. Lemmes, party of the 3rd
part, witnesseth: That whereas the said Creek is in-
debted to said Cobb in the sum of \$170 with ten per
cent interest until paid - said amt. due Nov. 1st 1873,
now therefore the said Creek sells to said Lemmes
three miles, w/ing: Jack, Roll & Pot - & 1-four horse wagon
of said \$170, with interest, shall be paid on said
1st day of Nov. 1873, then this obligation to be void -
But if not paid at maturity, the said Lemmes
or his successor shall take immediate possession
of said miles & wagon and after 3rd after advertising same
for space of ten days, to sell the same at the Court
house door at public outcry to the highest bidder
for cash, (said advertisement to be a written notice
before door of Court House) & out of the proceeds
of sale to pay said Cobb the said \$170 with interest,
2nd to pay all costs & commissions in execution of
this trust & 3rd to pay over any balance to said Creek.
If said Lemmes shall fail from any cause, death
or otherwise to execute said trust, the said Henry S.
Hooke shall be his successor to execute this trust.
Witness my hand and seal this 17th day of Feb'y. 1873.
Witness my hand and seal this 17th Feb'y. 1873

Adam ^{his} Creek *Seal*
B. J. Lemmes ^{mark} *Seal*

State of Mississippi
 County of Madison } This day personally appeared before
 the undersigned, Clerk of the Bran-
 chy Court of said county Adam Meek 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 19th day of February A.D. 1873
 S. J. Jeffrey Clerk.

Andrew Coleman
 S. J. Hirsch) Filed for record this 17th day of Feb'y.
 Trustee) A.D. 1873 at 10.30 A. M.
 Recorded March 17th A.D. 1873

This Deed of Trust made this 4th day of Feb'y. A.D. 1873 witnesseth: That whereas Andrew Coleman party of first part is indebted to Mr Schwartz in the sum of One hundred and fifty five $\frac{1}{100}$ dollars on a promissory note of even date herewith and whereas, said party of first part expect said Mr Schwartz to advance Fifty dollars in supplies and merchandise during the year 1873; and whereas, said party agreed to secure the payment of said sum, 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 S. Hirsch Trustee, do hereby, bargain, sell and convey to said Trustee the property, being in Hinds County Mississippi and described as follows: One sorrel horse about twelve years old Also the crops of cotton corn other products by him and hands raised during the year 1873 upon the Plantation of Mrs. M. Kelly situated in Madison County State of Miss: the title to which unto said Trustee or any successor I warrant and agree forever to defend. In trust, however, that if said party shall, on or before the 1st day of November 1873 pay what may be due said Mr Schwartz as aforesaid, and all costs incurred in account of this Deed, then this Deed to be void; but if default is made in said payments the Trustees shall take possession of said property, and having given ten days notice of the time, place and terms of sale by posting in three public places in Hinds County sell said property, or if insufficiency thereof to make said payments, for cash, at public auction, at Bolton Miss: And said Mr Schwartz or his legal representative, can, at any time he may desire, appoint a trustee in place of said S. Hirsch 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 first part can hold the same. In testimony whereof said Andrew Coleman M Schwartz & Hirsch have hereunto set their hands and seals, having first duly stamped the same.

Andrew Coleman
M. Schwartz
J. Hirsch

The State of Mississippi,
Hinds County

Personally appeared before the undersigned, a Justice of the Peace for said County Andrew Coleman M Schwartz & J Hirsch who severally acknowledged that they signed, sealed and delivered the foregoing Deed of Trust, and at the time therein named as their act and deed.

Witness my hand and seal of office
this 4th day of Feb'y. A. D. 1873

J. Alexander J. P. Gandy

Elijah Johnson
Becky Johnson
and Amicus Jacobs
S. J. Deed of Trust
J. Hirsch Trustee

} Filed for record this 4th day
of Feb'y. A. D. 1873 at p. 30 A. m.
Recorded March 17th A. D. 1873

This Deed of Trust, made this 4th day of February A. D. 1873 witnesseth: That whereas Elijah Johnson, & Becky Johnson parties of first part are indebted to M Schwartz in the sum of seven hundred eighty seven $\frac{64}{100}$ dollars on a promissory note of even date with this instrument and whereas, said parties of first part expect said M Schwartz to advance $\$100\frac{00}{100}$ in 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 J Hirsch trustee, do hereby, bargain, sell and convey to said trustee the property, being in Madison County, Mississippi, and described as follows: Two mules, one Black Mare mule and one Bay mare mule aged respectively about 6 or 8 years old Also the crops of Cotton & Corn raised by them and hands on the Plantation of Mr. W. M. Gandy in Madison County, the title to which unto said trustee or any successor we warrant and agree forever to defend;

In trust however that if said parties shall or before the 1st day of November 1873 pay what may be due said Mr Schwartz, 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 Trustees shall take possession of said property, and having given 10 days notice of the same place and terms of sale by posting in 3 public places in Hinds County sell said property, or a sufficient thereof, to make said payments, for cash, at public auction, at Bolton Mills; And said Mr Schwartz or his legal representative, can, at any time he may desire appoint a Trustee in place of said Hirsch 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 parties of first part can hold the same. In testimony whereof said Elijah Johnson Becky Johnson Amicus Jacobs S Hirsch & M Schwartz have hereunto set their hands and seals having first duly stamped the same

Elijah ^{big} Johnson
Becky ^{big} Johnson
Amicus ^{big} Jacobs
S. Hirsch

Becky
Becky
Amicus
S. Hirsch
Amicus
S. Hirsch
Amicus
S. Hirsch

The State of Mississippi
Hinds County

Personally appeared before the undersigned a Justice of the Peace for said County Elijah Johnson Becky Johnson Amicus Jacobs M Schwartz S Hirsch who severally acknowledged that they signed sealed and delivered the foregoing Deed of Trust and at the time herein named as their act and deed. Witness my hand & seal of office this 4th day of Feb 1873 A.D.

J. Alexander Jr. *Seal*

Columbia Ford et al,

So 3 Deed

Joseph Sanders

} filed for record this 17th day of

February A.D. 1873 at 10.25 o'clock A.M.

Recorded March 17th A.D. 1873.

I know all men by these presents, that this Indenture made and entered into this the 28th day of January A.D. 1873 by and between Columbia Ford and her husband J.W. Hudson Ford of the first part and Joseph Sanders

of the second party all of the County of Madison and State of Mississippi is to witness, that for and in consideration of the sum of eleven hundred and twenty dollars or sixteen bales of cotton hereafter to be paid said first by said second party, said first parties do by these presents bargain sell alien enfeoff and convey unto said second party the following described tract or parcel of land lying and being in the county of Madison and State of Mississippi and more fully known as follows viz: South half of the North west quarter in Twenty seven Townships Law range two east to have and to hold the same unto him the said second party his heirs and assigns forever together with all the tenements appurtenances & hereditaments thereunto belonging, and the said first parties do covenant to and with the second party that they will that is the said Columbia Ford will forever warrant and defend the title to the premises above described against all claims and encumbrances whatsoever. In testimony whereof said first parties have hereto set their hands and seals the day and year first above written.

Columbia Ford

Mr. Huston Ford

State of Mississippi
County of Madison; this day personall appear ed before the undersigned
Clerk of the Chancery Court of said county Mr.
Huston Ford 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
Recd 3
at Canton this 30th day of January A.D.
1873:

S. L. Jeffrey Clerk

State of Louisiana

Parish of Orleans }
City of New Orleans }
S.S.

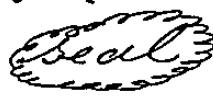
Personally appeared before
the undersigned, duly appointed
and commissioned by the Executive of the State of
Mississippi & Commissioner of Deeds in and for the
State of Louisiana aforesaid Mr. Columbia Ford
wife of Mr. Huston Ford, and personally known to me
as the party signing and sealing the annexed
and foregoing Deed or Instrument of writing, who
being examined by me, Commissioner, separate
and apart from her husband, acknowledged that she

signed, sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband.

Given under my hand and official seal this 8th day of February 1873.

Alfred Ingraham

Lawyer for State of Miss.



Columbia Ford et al

So 3 Deed

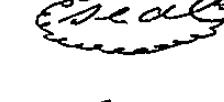
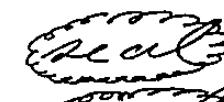
Anthony Moore } Filed for record this 17th day of
February A. D. 1873 at 12 m.

Recorded March 13th A. D. 1873

Know all men by these Presents, that this Indenture made and entered into, this the third day of February A. D. 1873 by and between Columbia Ford and her husband Wm. Hubson Ford, of the first part, and Anthony Moore of the second part, all of the County of Madison and State of Mississippi is to witness: That for and in consideration of the sum of nineteen hundred Dollars (\$1600.00) or Twenty-four (24) bales of cotton hereafter to be paid said first by said second part, said first parties do by these presents, bargain, sell, alien, unfeoff and convey, unto the said second party, the following described tracts or parcels of land, lying and being in the County of Madison and State of Mississippi, and more fully known as follows, viz - The West-half of the South-east quarter of section fifteen Township ten, Range two east, containing eighty acres, be the same more or less; and the northernmost twenty acres of lot 2 in section twenty-two, Township ten, Range two, east; To have and to hold the same unto the said second party, his heirs and assigns forever, together with all the tenements, appurtenances, and hereditaments thereunto belonging; and the said first parties do covenant to and with the second party, that they will, that is, the said Columbia Ford will forever warrant and defend the title to the premises described against all claims and encumbrances whatsoever. In testimony whereof, said first parties have hereunto set their hands and seals, the day and year first above written.

Columbia Ford

Wm. Hubson Ford



State of Mississippi

County of Madison } This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Wm. Hubson Ford who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes herein mentioned as

his act and deed.

Recd 3

Given under my hand and seal of office, at
Benton this 3rd day of February A. D. 1873
E. S. Jeffrey Clerk
E. H. Lutwiler A. G.

State of Louisiana
Parish of Orleans
City of New Orleans } ss.

Personally appeared before the undersigned duly appointed and commissioned by the executive of the State of Mississippi a Commissioner of Deeds in and for the State of Louisiana aforesaid, Mrs. Columbia Ford, wife of Wm. Hudson Ford and personally known to me as the party signing and sealing the annexed and foregoing Deed or Instrument of writing, who being examined by me, the commissioner separate and apart from her husband, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband.

Given under my hand and official seal this 8th day of February 1873.

Alfred. Emigratam

Comr. of the State of Miss.

Recd 3

Columbia Ford et al
So 3 Deed.

Moses Armstrong } Filed for record this 17th day of
February A. D. 1873 at 10.30 A. M.

Recorded March 18th A. D. 1873

Know all men by these Presents, That this Indenture, made and entered into this the fifth day of February A. D. 1873 by and between Columbia Ford and her husband Wm. Hudson Ford of the first part, and Moses Armstrong of the second part, all of the County of Madison and State of Mississippi, is to witness: That, for, and in consideration of the sum of eight hundred and forty dollars (\$840.00) or twelve bales of cotton, hereafter to be paid said first by said second part, said first parties do by these presents bargain, sell, alien enfeoff, and convey, unto said second party, the following described tracts or parcels of land, lying and being in the County of Madison and State of Mississippi, and more fully known and designated as follows, viz: The northernmost twenty acres of lot 6 in section twenty-two Township ten range two East; and also, all that part of lot 3 in section twenty-two, Township ten, range two east, which lies south of the public road from Benton to Moses Bluff Ferry, containing ten acres be the same more or less, and also the northernmost twenty acres of the tenth half of lot two (2) in section fifteen, Township ten,

range two East, to have and to hold the same unto him
the said second party, his heirs and assigns forever, together
with all the fixtures, appurtenances, and hereditaments
thereunto belonging saving and excepting a right of way
for a road fifteen feet wide along the easternmost line
of said lot, in sec 22. And the said first parties do covenant
to and with the second party, that they will, that is, the said
Columbia Ford will forever warrant and defend the title
to the premises described, against all claims and encumbrances
whatsoever. In testimony whereof, said first parties have
hereunto set their hands and seals, the day and year, first
above written.

Columbia Ford

Wm. Hutson Ford

Seal

Seal

State of Mississippi

County of Madison } This day personally appeared before the
underigned, Clerk of the Chancery Court
of said County Wm. Hutson Ford who acknowledged that he
executed, signed, sealed and delivered the above Deed on
the day and year aforesaid, and for the purposes herein men-
tioned, as his act and deed.

Given under my hand and seal of office at Ban-
Seal bon this 5th day of February A.D. 1873

G. L. Jeffrey Clerk.

State of Louisiana

Parish of Orleans

City of New Orleans

} S.S.

Personally appeared before the
undersigned duly appointed and
commissioned by the Executive of the State of Mississippi
a Commissioner of Deeds in and for the State of Louisiana.
Mrs. Columbia Ford, wife of Mr. Hutson Ford and personally
known to me as the party signing and sealing the foregoing
and annexed Deed or Instrument of writing, who, after being
examined by me privately and apart from her said hus-
band, acknowledged that she signed, sealed and delivered
the same as her voluntary act and deed, for the purposes
therein specified without any fear, threat or compulsion
of her said husband.

Given under my hand and official seal this 13th day of
February 1873.

Alfred Ingraham

Comt. for State of Mississippi

Columbia Ford et al.

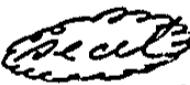
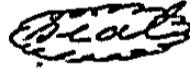
For Deed
Robert Jackson

} Filed for record this 17th day of
February A.D. 1873 at 10.30 A.M.

Recorded March 18th A.D. 1873

Know all men by these presents, that this Indenture made
and entered into this the fifth day of February A.D. 1873
by and between Columbia Ford and her husband Wm.

Hudson Ford, of the first part and Robert Jackson of the second part, all of the County of Madison and State of Mississippi, is to witness: That for and in consideration of the sum of eight hundred and forty dollars, or twelve (12) bales of cotton hereafter to be paid by said first by said second part, said first parties do by these presents, bargain, sell, alien, enfeoff, and convey unto said second party, the following described tracts or parcels of land lying and being in the County of Madison and State of Mississippi, and more fully known and designated as follows, viz: All that part of the East half of lot seven (7) in section 22, Township ten; range two East, which lies South of the Public road from Canton to Moore's Bluff Ferry, containing thirty-two and a half (32.5) acres more or less, and also the southernmost twenty (20) acres of lot two (2) in section fifteen Township ten, range two East, to have and to hold the same unto him the said second party, his heirs and assigns forever, together with all the tenements, appurtenances, and hereditaments thereunto belonging, saving excepting the building known as the old Homestead house, and two cabins with brick chimneys, and the right to pull down and remove the same, which right is hereby reserved unto the said first parties - And the said first parties do covenant to and with the second party, that they will, that is, the said Columbia Ford will forever warrant and defend the title to the premises described, against all claims and encumbrances whatsoever. In testimony whereof, said first parties have hereunto set their hands and seals, the day and year, first above written.

Columbia Ford 
Wm. Hudson Ford 

State of Mississippi
County of Madison } this day personally appeared before the undersigned, Clerk of the Chancery Court of said County Wm. Hudson Ford who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes herein mentioned, as his act and deed.

 Given under my hand and seal of office, at Canton this 5th day of February A.D. 1873
E. S. Jeffrey Clerk

State of Louisiana
Parish of Orleans } S.S.
City of New Orleans } Personally appeared before the undersigned duly appointed
and commissioned by the executive of the State of Mississippi, a Commissioner of Deeds in and for the State

of Louisiana Mrs. Columbie Ford wife Mr. Hudson Ford
and personally known to me as the party signing and
sealing the foregoing and witnessed Deed or instrument
of writing who after being examined privately and
apart from her said husband acknowledged that
she signed, sealed and delivered the same as her voluntary
act and deed, freely and for the purposes therein specified
without any fear, threat or compulsion of her said husband.
Given under my hand and official seal this 13th day of
February 1873

Alfred Ingraham
Comr for State of Miss.

Spec'd
A. A. Shaw and
Sidney Comley

Wm. Porter

to 3 Deed of Trust

R. M. Burton trustee

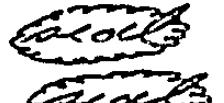
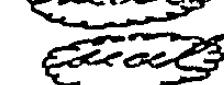
Filed for record this 17th day of
February A. D. 1873 at 2 P.M.

Recorded March 18th A. D. 1873

I now, all men by these presents,
that this indenture made and entered
into this the 17th day of February A. D. 1873 by and between
A. A. Shaw, Sidney Comley and Wm. Porter colored parties of
the first part and R. M. Burton party of the second part and
A. W. Stanford & J. C. Walker composing the firm of Walker
& Stanford. Of the third part is to witness, that for and in con-
sideration of the sum of one hundred dollars this day paid
said first by said second party said first parties do by
these presents bargain sell convey unto said second party the
following described property lying and being in Madison
County and State of Mississippi and more fully set forth as
follows, viz: One sorrel mare mule, one bay mare, one gray
mare one Brown mare one single buggy one four oce wagon
eighteen stock hogs, being three barrows one boar eight sows
and six pigs one cow and calf all in possession of said A. A.
Shaw, also one sorrel mare mule named Russ one bay mare named
Martha one gray mare named Elary one Brown mare named
Maggie Elay and also all the crop of cotton, corn, peas, potatoes
and every other species of crop that may be grown by said first
parties anywhere during the year A. D. 1873 or any succeeding
year until the debt herein after mentioned shall have been
fully paid and satisfied to have & to hold the said property
unto him the said second party and his heirs forever, But
this Deed is made in trust and upon the following terms
and conditions as follows to wit: Whereas the said first
parties have for value received for monys advanced and
supplies furnished and to be furnished to make a crop
this day made executed and delivered unto said third
parties Walker & Stanford their certain promissory note
in writing for the sum of one thousand dollars pay-
able to the order of said third parties and due on the first
day of November A. D. 1873 and bearing interest at ten per cent.

per annum after maturity, now if the said parties of
the first part shall will and truly pay said note when
it is due and payable, then this deed to be null and void.
But if said note shall not be paid when due and payable
then said Burton trustee or in the event of his death or failure
refusal or neglect or from any other cause he shall not
act, then any one whom the said third parties shall
request to act, shall post a written notice of the time
and place of the sale of said property on the Court House
door of Madison County five days before the day of
sale, and shall take said property into possession
wherever found and shall sell it to the highest
bidder for cash before the Court House as aforesaid,
and shall pay said note and all interest due
thereon, and shall pay the commissions of trustee
out of the proceeds thereof, and if any money shall
remain shall pay it over to said first parties—
it being understood between the parties that said
property is to be suffered to remain in the posses-
sion of said first parties until the non payment
of this note above set forth, unless any portion of
said property is about to be disposed of or taken
out of Madison County in which event said note
shall be considered due & all the powers of this
trust deed to sell & dispose of said property shall at
once be vested in said trustee to satisfy and pay said
note by sale of the property as aforesaid. It is further
understood and agreed that the said first parties
hereby assign and set over, and vest in said Walker &
Stanford all their rights & liens as employers and laborers
under and by virtue of the acts of the Legislature
of the State of Mississippi, as to any supplies that may
be furnished by either or any of them or by Walker &
Stanford to either or any of them together with all
the right to invoke the legal or equitable remedies
allowed by law to enforce said liens or claims. In
testimony whereof said first parties have hereunto
set their hands & seals the day & year first above
written.

A. A. Shaw
W. H. Porter
Sidney Comley


State of Mississippi
County of Madison, this day personally appeared before the
undersigned Clerk of the Chancery Court of
said county A. A. Shaw, W. H. Porter & Sidney Comley who acknowledged
that they executed, signed, sealed and delivered the above Deed
on the day and year aforesaid, and for the purposes herein
intended, as their act and deed.

Given under my hand and seal of office, at Comley this 17th day
of Feb'y A.D. 1873. S. L. Jeffrey Clerk
S. H. Justice W.C.

Columbia Ford et al

So 3 Deed

Henry Sanders

} Filed for record this 17th day of February
A. D. 1873 at 10.45 o'clock A. M.

Recorded March 18th A. D. 1873

I know all men by these presents, that this Indenture made and entered into this the fifth day of February A. D. 1873 by and between Columbia Ford and her husband Wm. Hutson Ford of the first part and Henry Sanders of the second part, all of the County of Madison, and State of Mississippi, is to witness: That for and in Consideration of the sum of nine hundred and Sixty dollars, or sixteen bales of cotton hereafter to be paid said first by said second part, said first parties, do by these presents, bargain, sell, alien, enfeoff and convey unto said second party the following described tracts or parcels of land lying and being in the County of Madison and State of Mississippi, and more fully known and designated as follows: viz: All that part of the west half of lot seven(7) in section Twenty-two, township ten, range two East, which lies south of the public road from Lumbon to Moore's Bluff Ferry containing thirty seven and a half (37.5) acres, be the same more or less, and also the southernmost twenty-two and a half (22.5) acres of the north half of lot two in section fifteen, township ten range two East, to have and to hold the same unto him the said second party, his heirs and assigns forever, together with all the tenements, appurtenances and hereditaments thereunto belonging saving & excepting a right of way for a road fifteen feet wide along the westernmost boundary line of said lot of land in sec 22. and the said first parties do covenant to and with the second party, that they will, that is, the said Columbia Ford, will forever warrant and defend the title to the premises described, against all claims and encumbrances whatsoever. In testimony whereof said first parties have hereunto set their hands and seals, the day and year first above written.

Columbia Ford

Seal

Wm. Hutson Ford

Seal

State of Mississippi

County of Madison } this day personally appeared before
the undersigned, Clerk of the Chancery
Court of said County Wm. Hutson Ford who acknowledged that
he executed, signed, sealed and delivered the above Deed
on the day and year aforesaid; and for the purposes there-
in mentioned, as his act and Deed.

Given under my hand and seal of office, at Ban-
ton this 5th day of February A. D. 1873.

S. L. Jeffrey Clerk

State of Louisiana

Parish of Orleans

City of New Orleans,

} Personally appeared before the under-
signed duly appointed and commission-
ed by the Executive of the State of Mississippi

a Commissioner of Deeds in and for the State of Louisiana, Mrs. Columbia Ford - wife of Wm. Hudson Ford, and personally known to me as the party signing and sealing the foregoing and unsealed Deed or Instrument of writing, who after being examined privately and apart from her said husband, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed freely and for the purposes therein specified, without any fear, threat or compulsion of her said husband. Given under my hand and official seal this 13th day of February 1873.

Alfred Ingraham

Court of the State of Miss. ✓

Seal ✓

Joseph Harris

to³ Deed of Trust } Filed for record this 17th day of
J. R. Powell Trustee } February A. D. 1873 at 2.30 o'clock P.M.

Recorded March 18th A.D. 1873

This Deed of Trust made this the 17th day of February A. D. 1873 by Joe Harris to J. R. Powell to secure Robert Powell in the payment of One hundred and ninety dollars this day loaned to the said Joe Harris by the said Robert Powell as evidenced by his promissory note of even date with this instrument for that amount payable to said Robert Powell or bearer on the first day of November A. D. 1873 with ten per cent interest from date, is to witness: That for and in consideration of this the said Joe Harris hereby bargains sells alienes and conveys by these presents to J. R. Powell for the purposes of this trust the following described property being situated in Madison County State of Mississippi to wit: one mouse colored horse male, also all crops of cotton corn peas potatoes and of all other kinds raised or to be raised by him or any one under his employ or for his use and benefit during the year A. D. 1873 or any other year until this indebtedness shall be paid. And if the said indebtedness shall not have been fully paid on the first of November A. D. 1873 with all interest, cost. It shall be lawful for the said J. R. Powell or any one he or the said Robert Powell or his executors or administrators may appoint to seize wherever found and however may be necessary the above described property, and to sell the same to the highest bidder for cash after giving one days notice by posting on the Court House door of the County of Madison and to apply the proceeds to the liquidation of the above indebtedness. But if the money above described shall be fully paid at maturity this instrument to be void. Witness my hand and seal this the 17th day of February A.D. 1873 Joseph T. Harris

State of Mississippi, this day personally appeared before the undersigned Clerk
County of Madison, of the Chancery Court of said County Joseph Harris who acknow-
ledged that he executed signed sealed and delivered the above
deed of trust on the day and year aforesaid, and for the purposes therein mention-
ed, as his act and deed.

(Seal)
Given under my hand and seal of office at Canton this
17th day of February A.D. 1873.

J. S. Jeffrey Clerk

W. B. Phares
with Contract & Mortgage } Filed this 17th day of February A.D. 1873 for record at
Berry Hunt } 3 P.M.

Recorded March 18th A.D. 1873

This contract and mortgage made this 12th day of February A.D. 1873 by and between
W. B. Phares of the first part, and Berry Hunt of the second part, all of the County
of Madison, State of Mississippi, witnesseth: That the party of the first part
hereby leases to the party of the second part, for the purpose of cultivation,
during the present year, 1873, as much land as he and his family
and employers can cultivate, on the plantation of the first party
in Madison County. In consideration of said lease, the party of the
second part hereby promises and agrees to pay the party of the first
part, on the 1st day of November, 1873, the sum of Four Hundred and
Twenty five lbs (425) of lint cotton, or the value thereof at twenty cents
per pound, for each hand employed (including the second party)
in cultivating said land. It is further agreed that the party of
the first part is to furnish to the party of the second part, a suffi-
cient amount of provisions, clothing, and necessary plantation sup-
plies to enable him and his family and employees to cultivate
said land, for which provisions &c. the said second party agrees
to pay the first party, on the said 1st day of November, 1873, out of the
crop raised on said land, and the party of the first part may
take and retain enough of said crop to pay the same. In order
to secure the prompt and full payment of the above named sum
for rent, and whatever amount may be due the first party by
the second party for provisions, clothing, and plantation supplies,
on the said first day of November, 1873, the party of the second
part, for and in consideration of the sum of One Dollar to him
paid by the party of the first part, the receipt of which is hereby
acknowledged, has granted, bargained and sold, and do by
these presents grant, bargain, sell and convey unto the party
of the first part, the following property, to-wit: One sorrel mare
mule "Jill," one sorrel horse mule "Bill" now owned and held by the
second party; also, all the crop or crops of every kind or description
that may be raised cultivated, or gathered by the party of the
second part, and those under his employ, during said year, to
have and to hold unto him the said first party with power of
sale in him on ten days' notice: In trust nevertheless, and for the
following purposes, to-wit: If the party of the second part, shall on
or before the 1st day of November, 1873, fully pay and satisfy the
aforesaid sumis for rent, provisions &c. then this Deed to be void;

otherwise to remain in full force and effect. In testimony whereof the parties of the first and second parts have hereunto set their hands and seals this day and year first above written.

W. H. Phares

Berry Hunt x

Seal
Seal

State of Mississippi

Madison County, Personally appeared before me, J. W. Jenkins, 00
Justice of the Peace in and for said State and County
W. H. Phares and Berry Hunt and acknowledged that they signed
sealed and delivered the foregoing contract and mortgage, on the
day and year herein mentioned as their acts and deeds.

Witness my hand and seal this 12th day of February A. D. 1873

(23) J. W. Jenkins J. P. *Seal*

Mary J. Phares et al.

To 3 Deed of Conveyance } Filed for record this 17th day of
Thomas Johns } February A.D. 1873 at 3 P.M.

Recorded March 19th A. D. 1873

This Deed of conveyance made this 26th day of December
in the year of our Lord one thousand eight hundred &
seventy two between Mary J. Phares and William H. Phares
her husband and Sarah E. McKey and H. G. McKey her
husband of Madison County State of Mississippi, parties of
the first part, and Thomas Johns of Wilkinson County, Missis-
sippi, party of the second part, witnesseth: That the said
parties of the first part for and in consideration of the sum of
Eleven thousand dollars paid, and secured to be paid
to the parties of the first part by the party of the second
part at or before the sealing and delivery of these presents
have granted, bargained, sold and conveyed and do here-
by grant, bargain sell & convey to the said Thomas Johns
party of the second part all that tract of land lying &
being in the County of Madison, State of Mississippi,
and known and described by numbers in the public
survey, as the north half of section No. one Township No.
seven Range No one East, and the east half of section No.
thirty six Township eight Range one East, and the
South West quarter of Section No thirty-one - and twenty-
five acres off the west side of the North West quarter of section
No thirty one in Township No eight Range two East, except-
ing and excluding therefrom a spot fifty feet square
in the North Western part of the South West Quarter of
Section thirty one aforesaid now used as a grave ground.
Also excepting and excluding from said land as de-
scribed, forty acres lying in said section one Township
seven Range No one East, and being in the South half
of west half of North East quarter, and South half of East
half of North West quarter of said section one and com-
mencing at a stake in the corner of hedge and running
west fifty seven two pole chains to a sweet gum standing

in a hedge thence north twenty eight & $\frac{1}{4}$ links - thence East fifty seven chains, thence south twenty eight chains & links to the ~~commencement~~, which excepted land has been sold to T. D. Wylie: And also excepting further from said above conveyed land fifteen & $\frac{1}{2}$ acres, more or less, sold to Mrs. Mr. Lovrin, described as commencing at North East corner of South West quarter of section to thirty-one aforesaid, and running South ten chains fifteen links, thence west fifty-five chains & sixteen links, to Jackson & Canton Road near the Bear Creek Bridge, North eleven chains & ten links to corner of said Mrs. Mr. Hull's land, and lying parallel and East West with the land of the said Mr. Hull and due South of said farm, which said land as herein conveyed except as aforesaid is the same land conveyed to George Lyons, by Hugh Lewis & Caroline E. Lewis his wife on the 7th day of January A.D. 1867 containing by estimation seven hundred and twenty acres more or less as herein conveyed. To have and to hold said tract of land except as hereinbefore excepted, to him the said Thomas Johnson his heirs and assigns, with all the buildings, improvements and appurtenances in fee simple. And the said parties of the first part do covenant with the said party of the second part, that they will forever warrant and defend the title of the above conveyed land from all lawful or equitable claims whatsoever to the said party of the second part his heirs & assigns. In testimony whereof the parties of the first part hereunto put their names and seals, the day and year first above written.

Sarah C. Mc Kay
Wilbur J. Phares
Mary J. Phares
H. G. Mc Kay

The State of Mississippi

Madison County

Personally appeared before me the under-signed Justice of the Peace in & for said State & County, the within named Wilbur J. Phares & H. G. Mc Kay who severally acknowledged that they each signed, sealed and delivered the foregoing Deed of conveyance on the day and year herein mentioned, as their several act and deed. Also appeared Mary J. Phares wife of the said Wilbur J. Phares and Sarah C. Mc Kay wife of the said H. G. Mc Kay, who after being severally examined privately and apart from their said husbands acknowledged that they and each of them signed sealed and delivered the foregoing Deed, as their & each of their voluntary act, and freely, & for the purposes therein specified without any fear, threat or compulsion of their or either of their said husbands.

Given under my hand and seal, this the twenty-ninth day of January A.D. 1873

J. W. Jenkins J.P.

L. L. Kearney

So³ Deed of Trust } Filed for record this 3rd day of March
J. S. Pool trustee } A. D. 1873 at 1:30 o'clock P. M.

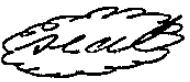
Recorded March 19th A. D. 1873

Know all men by these presents - That this indenture made remunerated into this 3rd day of March A. D. 1873 by and between L. L. Kearney of the first part, J. S. Pool of the second part, and J. R. Mayson and H. C. Landers, composing the firm of Mayson & Landers of the third part, is to witness: That for and in consideration of the sum of Ten Dollars this day paid said first by said second party, said first party do by these presents bargain, sell, alien and convey and deliver unto said second party the following described property real and personal, lying and being in the County of Madison and State of Mississippi and more fully set forth as follows, viz: 1 house lot more land also, all the crop of cotton, corn, and all other produce raised or grown by said first party anywhere during the year A. D. 1873 to have and to hold the same unto him (the said second party) and his heirs and assigns forever, together with all the fixtures appurtenances and hereditaments thereto belonging: But in trust and upon the following conditions, and none other: Whereas the said first party is indebted to the said third parties in the sum of three hundred & Fifty dollars and - cents, for money, supplies, goods, wares & merchandise heretofore advanced and to be advanced to L. L. Kearney during the year A. D. 1873 now if, on the first day of Oct. next said first party shall well and truly pay to said third parties all that is due them of said indebtedness, then this Deed to be null and void; but if, when said day shall arrive, said first party shall not have paid said third parties what is due them, then said second party for in the event of his death, or failure or neglect from any other cause to act, then any one whom the said third parties, or either of them, shall request to act) shall take said personal property into possession, where ever found, and shall exercise the sale of it and said lands by posting a written notice on the court-house door of Madison County five days before the day of sale, and when said day shall have arrived, shall sell said property to the highest bidder for cash at public outcry, before said Court House door, and from the proceeds shall pay the amount of money due said third party and the commissions of the trustee for making sale, and the remaining money shall pay over to said first party, it being agreed further between the parties hereto that said property may remain in the possession of said first party until the day for the payment of the amount due said third parties. It is further understood and agreed that said first parties hereby transfer, assign and set over unto said third parties

Deed signed and acknowledged this 2^d day of April 1873

all the rights which they have as laborer against the employer for wages and work done in the crop, and as employer against laborer for supplies, said third parties to have all liens, and right to enforce the same in any manner legal or equitable, which any and all of said first parties have against each other or any other person.

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 1867, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A.D. 1873 to enable said L. L. Kearney to operate and carry on a plantation or farm in Madison county, Mississippi, during said year, to become due, as aforesaid, it is agreed that it shall contribute a proportion, according to said law, upon said crop of cotton, corn, & all other produce of said farm - it being the intent of this deed that the said Mayson & Sanders shall have all the rights and benefits to be derived from this instrument as a Head of Trust, as well as a contract under the above entitled Law. In testimony whereof said first parties have hereunto set their hands and seals this the 3rd day of March A.D. 1873.

L. L. Kearney 

State of Mississippi

County of Madison; This day personally appeared before the undersigned Clerk of the Chancery Court of said County L. L. Kearney 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
Seal  this 3rd day of March A.D. 1873

E.S. Jeffrey Clerk

Ben Goldman

To 3 Deed in Trust } Filed for record this 3rd day of
Jones & Stuart } March A.D. 1873 at 2:55 P.M.

Recorded March 19th A.D. 1873

This Deed made the third day of March A.D. 1873 by Ben Goldman to Jones & Stuart to secure them in the payment of one hundred & fifty dollars, which the said Jones & Stuart has promised and agreed to furnish the said Ben Goldman to enable the said Ben Goldman 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 Ben Goldman by the said Jones & Stuart this day made in provisions and supplies to the amount of one hundred & fifty dollars, and in consideration of the advances hereafter to be made by said Jones & Stuart to said Ben Goldman the said Ben Goldman hereby grants, bargains, sells, alienes and conveys to the said R.H.

Hoffman party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property, viz: One dark bay mare eight years old named Cord and Two bales of cotton, said crop of to be ginned at Jones & Stuarts Gin and also whatever mules horses cattle hogs wagons carts buggies good and chattels that may hereafter be required by the said Ben Goldman and the crop of cotton, corn, fodder, peas, potatoes and whatever else may be grown by the said Ben Goldman 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 15th day of October A.D. 1873 And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said R. H. Hoffman or anyone he or said Jones & Stuart may appoint to seize wherever found, and to sell at the door of the Court House of Tunica 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 incite 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 Ben Goldman. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said Ben Goldman hereby consents to and accepts, that is to say, the said Ben Goldman is to have in Tunica by the 15th 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 indebtedness is not paid or satisfied then the said Ben Goldman to pay said Jones & Stuart 2½ 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 shall may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi intituled "An Act for the encouragement of Agriculture," 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 Ben Goldman 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 Jones & Stuart shall have all the rights and benefits to be derived from this instrument aside

Deed of Trust, as well as a contract under the above entitled Law. In witness whereof the said Ben Goldman & Jones & Hart have affixed their names and seal to this Deed, this the 3rd day of March A.D. 1873.

Ben Goldman *Seal*
mark

State of Mississippi
County of Madison. This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Ben Goldman 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
Seal Banton this 3rd day of March A.D. 1873

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

Thomas Ward
To, Deed of Trust } Filed for record this 3rd day of March
James W. Curing } A.D. 1873 at 11:30 A.M.
Trustee } Recorded March 19th A.D. 1873

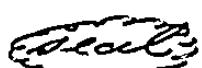
This Deed made the 3rd day of March A.D. 1873 by Thomas Ward to W. C. Bledsoe to secure W. C. Bledsoe in the payment of two hundred fifty dollars, which the said W. C. Bledsoe has promised and agreed to furnish the said Thomas Ward to enable the said Thomas Ward to carry on his plantation or farm in 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 Thomas Ward by the said W. C. Bledsoe this day made in provisions and supplies to the amount of one hundred dollars, and in consideration of the advances hereafter to be made by said W. C. Bledsoe to said Thomas Ward the said Thomas Ward hereby grants, bargains, sells, alienis and conveys to the said James W. Curing party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property viz: One sorrel horse five years old one black or bark Bay mule seven years old, one wagon, and also whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said Thomas Ward and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said Thomas Ward 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 1st day of October A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said James W. Curing or any one he or said W. C. Bledsoe may appoint, to seize wherever found, and

This 26th day of April 1873 J. H. Glindorf, Clerk

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 Thomas Ward. Nevertheless the said indebtedness is to be discharged in the following manner; to which the said Thomas Ward hereby consents to and accepts. That is to say, the said Thomas Ward 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 indebtedness is not paid at maturity, then the said Thomas Ward to pay said W. C. Bledsoe 2½ 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 our Act of the Legislature of Mississippi, entitled "An Act for the Encouragement of Agriculture," approved February 12th 1867, it is further to witness: That the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said Thomas Ward 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 W. C. Bledsoe 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 Thomas Ward has affixed his name and seal to this Deed, this the 3rd day of March A. D. 1873

Thomas Ward



State of Mississippi 3
County of Madison 3 This day personally affirmed
before the undersigned, Clerk of
the Chancery Court of said County Thomas Ward 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 3rd day of March A. D. 1873

v v v

C. S. Jeffrey Clerk
C. H. Finkwiler D. C.

This deed in this is sealed as to 20 feet but by cost but running back
west off S. side lot 5 sq 2 in City of Canton \$150. as having been paid. by
Charles Leinen for same - H. J. Foot & Son
Ms. A. 25 Oct 1873

Jno W Yeargair
D. W. Reed in Trust } Filed for record this 3rd day of March
P. J. Lemmets } A. D. 1873 at 1:20 o'clock P. M.

Recorded March 19th A.D. 1873

I know all men by these presents that this indenture made and entered into this the 15th day of February A. D. 1873 by and between John W Yeargair of the first part Benedict J Lemmets of the second part and Harry Foot Jr of the third part is to witness that for and in consideration of the sum of one hundred dollars this day paid by said record to said first party, said first party doth by these presents bargain sell alien enfeoff and convey unto said second party the following described lots or parcels of ground lying and being in the City of Canton County of Madison and State of Mississippi and more fully described as follows viz: Lots number seven and eight in square number two in the City of Canton according to the original Plat of the City of Canton to have and to hold the same unto him the said second party his heirs & assigns forever together with all the tenements appurtenances and hereditaments thereunto belonging. But this Deed is made in trust and upon the following conditions, that whereas the said Jno W Yeargair has borrowed of the said Foot as guardian of Annie Couch the sum of two thousand five hundred dollars and has given therefor his note payable one year after the date hereof to said Foot guardian or order with interest at ten per cent per annum after date said note being of even date with these presents. Now if when said note is due and payable it shall be paid and satisfied, then this deed to become null and void, but if it shall not be paid at maturity then the said Lemmets or in the event of his death or failure from any other cause to act then any one whom the said Foot shall ask to act shall post a written notice of the time and place for the sale of said property thirty days before the day of sale on the Court House door of said Madison County, and when said sale day shall arrive shall sell said property to the highest bidder for cash before said Court House door and from the proceeds shall pay off and satisfy said promissory note in the hands of any bond fide holder for value the costs of the execution of this trust died & the remaining money if any remain shall be paid over to said first party. In testimony whereof said first party hath hereunto set his hand and seal this the 15th day of February A. D. 1873

Jno W Yeargair Seal

State of Mississippi
County of Madison } This day personally appeared before
the undersigned, Clerk of the Chancery
Court of said County Jno W Yeargair who acknowledged

that he executed signed sealed and delivered the above Deed
on the day and year aforesaid, and for the purposes herein
mentioned, as his act and deed.

Deed 3 Given under my hand and seal of office, at
Benton this 3rd day of March A.D. 1873
S. S. Jeffrey Clerk

Ephraim Hoffman

To³ Deed of Trust

Sam'l I You Trustee

Filed for record this 3rd day of March A.D. 1873

1873 at 1 P.M.

Recorded March 19th A.D. 1873

This Deed made the third day of March A.D. 1873 by Ephraim Hoffman to Sam'l I You (Trustee) to secure A. Harpe \$60. in the payment of One hundred and fifty dollars, which the said A. Harpe \$60. has promised and agreed to furnish the said Ephraim Hoffman to enable the said Ephraim Hoffman 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 Ephraim Hoffman by the said firm of A. Harpe \$60. this day made in provisions and supplies to the amount of Twenty five dollars, and in consideration of the advances hereafter to be made by said A. Harpe \$60. to said Ephraim Hoffman the said Ephraim Hoffman hereby grants, bargains, sells, alienates and conveys to the said Sam'l I You party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property, viz: One One Story frame House and one acre of Land situated about one mile west of Benton bought by said Ephraim Hoffman of Mr. Sam Brown and also whatever mules horses cattle hogs wagons carts buggies goods & chattels whatsoever hereafter be acquired by the said Ephraim Hoffman and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said Ephraim Hoffman 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 herein caused, and to be incurred under this contract, shall be due and payable on the 15th day of October A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said Sam I You or any one or said A. Harpe and C. may appear to seize whenever found, and to sell at the door of the Court House of Madison county, Mississippi, and public outcry to the highest bidder for cash after 10 days notice in writing posted at the Court house door, any or all of

Deed filed in full
Date filed in
Date recorded
Date of record
Date of record

Dec 6th 1873

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 Ephraim Hoffman. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said A. Harpe & Co. hereby consents and accepts - that is to say, the said Ephraim Hoffman is to have in Canton by the 15th 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 Ephraim Hoffman to pay said A. Harpe & Co. 2½ 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 1867, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said Ephraim Hoffman 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 A. Harpe & Co. 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 Ephraim Hoffman Sam J. You, and A. Harpe & Co. have affixed their names and seals to this deed, this the 3rd day of March A. D. 1873

Witness

J. S. Boyce

State of Mississippi
County of Madison

Ephraim Hoffman seal
Sam J. You seal

This day personally appeared before the undersigned Clerk of the Chancery Court of said County Ephraim Hoffman 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
Clerk at Canton this 3rd day of March A. D. 1873

G. S. Jeffrey Clerk
C. H. Liedwiger D.C.

Henry Whittington

So³ Deed of Trust

R. M. Burton trustee } Filed for record this 3rd day of March
A. D. 1873 at 2.50 P. M.

Recorded March 20th A. D. 1873

Know all men by these presents that this indenture, made and entered into this 2nd day of March A. D. 1873, by and between Henry Whittington of the first part, R. M. Burton of the second part, trustee and J. M. Walker and C. W. Stamford, composing the firm of Walker & Stamford of the third part, is to witness: that for and in consideration of the sum of Ten Dollars this day paid said first by said second party, said first party do by these presents bargain, sell, alien and convey and deliverments said second party the following described property, real and personal lying and being in the County of Madison and State of Mississippi and more fully set forth as follows viz: One sorrel horse named Selma aged about ten years one big Wagon Two yoke of Oxen

(By mutual consent of all parties the wagon & oxen above mentioned are to be released from this obligation) also all the crop of cotton corn and all other produce raised or grown by said first party anywhere during the year A. D. 1873 to have and to hold the same unto him (the said second party) and his heirs and assigns forever, together with all the implements appurtenances and hereditaments therunto belonging: But in trust and upon the following conditions and none other: - whereas the said first party is indebted to the said third parties in the sum of Two hundred dollars and - cents, for money supplies goods wares and merchandise heretofore advanced and to be advanced to Henry Whittington during the year A. D. 1873, now if, on the first day of November next said first party shall well and truly pay to said third parties all that is due them of said indebtedness, then this deed to be null and void; but if when said day shall arrive, said first party shall not have paid said third parties what is due them, then said second party (or in the event of his death, or failure or neglect from any other cause to act, then any one whom the said third parties, or either of them, shall request to act,) shall take said personal property in possession wherever found, and shall advertise the sale of it and said lands by posting a written notice on the Court House door of Madison County five days before the day of sale, and when said day shall have arrived, shall sell said property to the highest bidder for cash at public outcry, before said Court House door, and from the proceeds shall pay the amount of money due said third party and the commissions of the trustee for making sale, and the

remaining money shall pay over to said first party, it being agreed further between the parties hereto that said property may remain in the possession of said first party until the day for the payment of the amount due said third parties. It is further understood and agreed that said first parties hereby transfer, assign and set over unto said third parties all the rights which they have as laborer against the employer for wages and work done in the crop; and as employer against laborer for supplies, said third parties to have all liens, and right to enforce the same in any manner legal or equitable, which any and all of said first parties have against each other or any other person. And to the end that this deed may evidence a contract within the meaning and provisions of an Act of the Legislature of Mississippi intituled "An Act for the encouragement of Agriculture" approved February 18th 1857, it is further to witness: That the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said Henry Whittington to operate and carry on his plantation or 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 Walker of Stamford 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 intituled Law.

In testimony whereof said first parties have hereunto set their hands and seals this the 1st day of March
Witness.

P. M. Burton

State of Mississippi }
County of Madison }

This day personally appeared before the undersigned, Clerk of the Chancery Court of said county Henry Whittington 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
Benton this 3rd day of March A. D. 1873

E. S. Jeffrey Clerk
C. H. Lubwiler W.C.

Syl Smoot

By mortgage } Filed for record this 3rd day of March
Samuel Scott } A.D. 1873 at 3 P.M.

Recorded March 20th A.D. 1873

This Deed made and entered into this first day of March A.D. 1873 between Sylvester Smoot (freeman) of the first

part and Samuel Scott of the second part, both of the County of Madison State of Mississippi, witnesseth: That whereas said Scott has leased and demised to said party of the first part twenty three acres of cleared land lying in different parcels among the cleared lands of the plantation of said Scott on which he now lives in said County for an obdurating the present year 1873. For the rent of which said land during said year 1873 the said party of the first part has agreed to pay said Scott the sum of eighty dollars and fifty cents, and for the payment of which he has given said Scott his promissory note of the same date as those presents, and made payable on or before the first day of November next. And whereas said party of the first part is also further indebted to said party of the second part, on another promissory note given by said Sylvester Smoot and Elias Smoot for fifty-one dollars and sixty nine cents to said Scott and made payable one day after date and dated the 1st of January 1873; and whereas said Scott has already furnished and advanced to said party of the first part supplies of meat clothing and other provisions and articles of necessity amounting to forty nine dollars and twelve cents; and whereas said party of the first part has agreed to pay said party of the second part for all advances and supplies of meat corn, flour, clothing and other provisions and farming utensils which said Scott has already advanced and furnished to him or may hereafter furnish and advance to him said Smoot out of the crop out of the crop made by him on said land, and wishing to secure said Scott in the payment of said notes and said other liabilities for advances and supplies that have been already to him or that may hereafter be furnished to him. Now in consideration of the premises and also in further consideration of the sum of five dollars to him in hand paid, the receipt of which is hereby acknowledged the said party of the first part now sells, alienes and conveys to said Scott all the cotton corn and fodder that may be raised by him on said land the present year 1873. This contract shall constitute not only a mortgage with power of sale but also a lien on said crop according to a law of said State approved February the 18th 1867 entitled An Act for the encouragement of Agriculture. If the liabilities aforesaid shall be discharged out of the first of the crop gathered on said land in said year, then this contract to be void. But if not so discharged then said Scott may take said crop of said party of the first part and pay himself out of it out bandon

market rates, or he may sell the said crop in the cotton market and pay himself the balance after satisfying said Scott for said liabilities to be paid to said party of the first part. In testimony whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year above written.

Sylvester ^{his} ~~mark~~ ^{Seal}

State of Mississippi }

Madison County, set } Personally appeared before me
me Jno C Pitchford a Justice of the Peace
in and for the county and State aforesaid Sylvester
Brown who acknowledged that he signed sealed and
delivered the foregoing Deed on the day and year and for
the purposes therein specified, as his act and deed.
Given under my hand and seal this first day of
March 1873

Jno C Pitchford J.P. ^{Seal}

Jas Thompson

To } Mortgage } Filed for record this 3rd day of March
Samuel Scott } A.D. 1873 at 3 P.M.

Recorced March 20th A.D. 1873

This Deed made and entered into the 1st day of March
A.D. 1873 between James Thompson (freeman) of the first
part and Samuel Scott of the second part, both of the
County of Madison State of Mississippi witnesseth: that
whereas the said Scott has leased and demised to the said
party of the first part twenty six acres of cleared land
lying in different parcels among the cleared lands
of his plantation on which said Scott now lives, for and
during the present year 1873. For the rent of which said
land during said year 1873 the said James Thompson
has agreed to pay the said Scott the sum of seventy one
dollars and fifty cents and for the payment of which
he has given said Scott his promissory note for said
seventy one dollars and fifty cents of the same date,
with these presents and made payable on or before
the first day of November next; and whereas also the
said James Thompson is also indebted to the said Sam-
uel Scott on another promissory note for one hundred
and twenty five dollars of the same date as these presents
and given for a bay mare mule named Ellen and
sold by said Scott to said Thompson for the purpose
of enabling him to make a crop on said land; said last
note also being made payable on or before the first day
of November next; and whereas said Scott has already
furnished and advanced to said party of the first part
supplies of cotton his and horse collars amounting to two
dollars and eighty two cents, and whereas said party
of the first part has agreed to pay said Scott for all

advances and supplies of meat meal corn flour clothing
and other provisions and agricultural implements, which
said Scott has already furnished and advanced to him
or may hereafter furnish and advance to him out of the
crop made by him on said land, and wishing to secure
said Scott in the payment of said notes and other liabilities
for advances and supplies already supplied to him
or that may hereafter be supplied to him; Now in con-
sideration of the premises, and also in further consid-
eration of the sum of five dollars to him in hand paid
the receipt of which is hereby acknowledged, the said
party of the first part now sells, alienes and conveys
to the said Scott, said bay mare mule Tiller, also
all the cotton corn and fodder that may be raised
by him on said land the present year 1873. This con-
tract shall constitute not only a mortgage with
power of sale but also a lien on said crop according
to the law of said State approved February
18th. 1867 entitled "an act for the encouragement"
of agriculture" - If the liabilities aforesaid shall
be discharged out of the first of the crop gathered
on said land in said year then this contract is
to be void. But if not so discharged then said
Scott may take said crop of said party of the first
part, and pay himself out of it at Canton market
rates; or he may sell said crop or said other
property in the Canton market, and pay him-
self the balance after satisfying said Scott for
said liabilities to be paid to said party of the
first part. In testimony whereof the said party
of the first part has hereunto set his hand and
affixed his seal the day and year above written.

James X Thompson *mark* *Seal*

Hale of Mississippi 3rd
Madison County 3rd Personally appeared before
me Jno Pitchford a Justice
of the Peace in and for the County and State aforesaid
said James Thompson (freeman) who acknowledged
that he signed, sealed and delivered the foregoing
deed on the day and year and for the purposes
herein specified as his act and deed. Given
under my hand and seal this first day of
March 1873

Jno C Pitchford J P *Seal*

Robert Davis

to mortgage } Filed for record this 3rd day of March
 Samuel Scott } A.D. 1873 at 3 P.M.

Recorded March 20th A.D. 1873

This Deed made and entered into this first day of March 1873 between Robert Davis (coloured) of the first part and Samuel Scott of the second part; both of the county of Madison State of Mississippi; Witnesseth: that whereas the said Samuel Scott has leased and demised to said party of the first part for and during the present year 1873 fifty four acres of cleared land lying in different parcels among the cleared lands on the plantation in said county on which said Scott now resides; for the rent of which said fifty four acres said Robert Davis has agreed to pay said party of the second part one hundred and eighty four dollars and forty four cents; and for the payment of which said sum said party of the first part has given his promissory note to said party of the second part of the same date as these presents and made payable on or before the first day of November next; and whereas the said party of the first part is also indebted to said party of the second part in another promissory note for sixty dollars, also of the same date as these presents and payable on or before the first day of November next; and given for the hire of two mules named Tom and Sally, and which are hired to said party of the first part to enable ~~him~~ to make a crop on said land; and whereas said party of the second part has already furnished and advanced to said party of the first part meat clothing and other provisions amounting to the sum of six dollars and six cents; and whereas said party of the first part has agreed to pay said Samuel Scott for all advances and supplies of meat, clothing, plows and other necessary articles and provisions for working said land, which said Samuel Scott has already furnished him or may hereafter furnish him; and of the crops made by him on said land; and wishing to secure said Samuel Scott in the payment of said notes; and also all the said liabilities heretofore incurred or that may be hereafter incurred; now in consideration of the premises and also in further consideration of the sum of five dollars to him in hand paid the receipt of which is hereby acknowledged; the said party of the first part now sells, alienes and conveys to said party of the second part all the corn, cotton and fodder that may be raised by him on said land the present year 1873. This contract shall constitute not only a mortgage with power of sale, but also a lien on said crop according to a law of said State approved the 18th of February 1867 entitled "An Act for the encouragement of Agriculture". If the liabilities aforesaid

shall be discharged out of the first of the crop gathered on said land in said year then this contract to be void. But if not so discharged then said party of the second part may take said crop of said party of the first part and pay himself out of it at said market rates, or he may sell said crop in the London market and pay himself; the balance after satisfying said Samuel Scott for said notes and other said liabilities to be paid to said party of the first part. In testimony whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year above written.

Robert Davis *Seal*

mark

State of Mississippi

Madison County } Personally appeared before me
Jno Pitchford a Justice of the
Peace in and for the county and state aforesaid Robert
Davis who acknowledged that he signed sealed and
delivered the foregoing Deed as his act and deed on
the day and year and for the purposes therein speci-
fied Given under my hand and seal this 1st day
of March 1873-

Jno Pitchford J.P. *Seal*

York Burwell and
Greeman Brown
So } Mortgage
Samuel Scott

} Filed for record this 3rd day
of March A.D. 1873 at 3 P.M.

Recorded March 20 A.D. 1873

This Deed made & entered into this
1st day of March 1873 between York Burwell, Greeman
Brown (coloured) of the first part and Samuel Scott of
the second part, all of the County of Madison, State
of Mississippi. Witnesseth, that whereas the said
Sam. Scott has leased and demised to the said party
of the first party for and during the present year 1873
fifty six acres of cleared land lying in different
parcels among the cleared lands on the plantation
in said County on which Scott now resides. For the
rent of which said fifty six acres of land said party
of the first part has agreed to pay said Samuel Scott
one hundred and sixty six dollars and fifty cents,
and for the payment of which said sum said party
of the first part have given their promissory note
to said party of the second part of the same date
as these presents; and made payable on or before
the first day of November next. And whereas the
said party of the first part is also indebted to the
said party of the second part in another promissory
note for one hundred dollars also of the same
date as these presents and payable on or before
the first day of November next and giving for the
hire of four mules named Dolly, Jimney, Kid and Lucy

and which are buried to said party of the first part to enable them to make a crop in said land, and whereas said Samuel Scott has also, already furnished and advanced to said party of the first part meat, clothing, flour, tobacco and other articles and provisions amounting to the sum of One hundred and three dollars and fifty two cents; and whereas said party of the first part has agreed to pay said Samuel Scott for all advances and supplies of meat, clothing, flour and other necessary articles and provisions for working said land, which said Scott has already furnished or may hereafter furnish them, out of the crops made by them on said lands and wishing to secure said Samuel Scott in the payment of said notes, and also all the said liabilities heretofore incurred or that may hereafter be incurred; now in consideration of the premises, and also in further consideration of the sum of ten dollars to them in hand paid, the receipt of which is hereby acknowledged, the said party of the first part now sells, alienes and conveys to said party of the second part all the corn, cotton and fodder that may be raised by them on said land the present year 1873. This contract shall constitute not only a mortgage with power of sale, but also a lien on said crop according to a law of said State approved the 18th. of February 1854, entitled "an act for the encouragement of Agriculture". If the liabilities aforesaid shall be discharged out of the first of the crop gathered on said land in said year, then this contract to be void. But if not so discharged then said party of the second part may take said crop of said party of the first part and pay himself out of it at Canton market rates, or he may sell said crop in the Canton market and pay himself; the balance after satisfying said Samuel Scott for said notes and other said liabilities to be paid to said party of the first part. In testimony whereof the said party of the first part have hereunto set their hands and affixed their seals the day and date above written.

York ^{his} Burwell
mark ^{his} Brown
Freeman ^{his} Brown
mark

Seal
Seal

State of Mississippi

Madison County set } Personally appeared before me

Jno Pitchford a Justice of the Peace in and for the county and state aforesaid York, Burwell, Freeman Brown who acknowledged that they signed sealed and delivered the foregoing Deed as their Act and Deed on the day and year and for the purposes herein specified.

Given under my hand and seal this first day of March 1873

Jno C Pitchford J.P.

Seal

Henry Neal.

So^r Mortgage } Filed for record this 3rd day of March A.D.
Samuel Scott } 1873 at 3 P.M.

Recorded March 20th. A.D. 1873

This Deed made and entered into this first day of March
1873 between Henry Neal (colored) of the first part and
Samuel Scott of the second part, both of the County of
Madison State of Mississippi. Witnesseth that whereas
the said Samuel Scott has leased and demised to the
said party of the first for and during the present year 1873
Twenty one acres of cleared land lying in different par-
cels among the cleared lands on the plantation in said
County on which said Scott now resides; for the rent of
which said twenty one acres said Henry Neal has agreed
to pay said party of the second part seventy three
dollars and fifty cents; and for the payment of which
said sum said party of the first part has given his
promissory note to said Samuel Scott of the same
date as these presents and made payable on or before
the first day of November next in which whereas said
party of the first part is also indebted to said party
of the second part in another promissory note for
..... dollars also of the same date at these presents,
and payable on or before the first day of November
next and given for the hire of a mule; and which
is hired to said party of the first part to enable
him to make a crop in said land - And whereas
said party of the second part has already furnished
and advanced to said party of the first part meat
clothing tobacco plows and other provisions amount-
ing to twenty six dollars and seventeen cents. And
whereas said party of the first has agreed to pay
said Samuel Scott for all advances and supplies
of meat clothing tobacco plows and other provisions
and farming utensils necessary for the working
of said land; which said Samuel Scott has already
furnished him or may hereafter furnish him out
of the crop made by him on said land; and wishing
to secure said Samuel Scott in the payment of said
notes and also all the said liabilities heretofore
incurred or that may hereafter be incurred; howe'er
consideration of the premises; and also in further
consideration of the sum of five dollars to him
in hand paid the receipt of which is herebyack-
nowledged, the said party of the first part now
sets, alienes and conveys to said party of the second
part all the corn cotton and fodder that may be
raised by him on said land the present year 1873.
This contract shall constitute not only a mortgage
with power of sale; but also a lien on said crop ac-

concerning to a law of said State approved the 18th of February 1867 entitled "An Act for the encouragement of Agriculture" in which the liabilities aforesaid shall be discharged out of the first of the crop gathered on said land in said year: Then this contract to be void. But if not so discharged then said party of the second part may take said crop of said party of the first part and pay himself out of it at Canton market rates, or he may sell said crop in the Canton market and pay himself; the balance after satisfying said Samuel Scott for said notes and other said liabilities to be paid to said party of the first part. In testimony whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year above written

Henry ^{his} Seal
State of Mississippi ^{mark}
Madison County 3d.

Seal B

Personally appeared before me Jno C Pitchford a Justice of the Peace in and for the County and State aforesaid Henry Mead who acknowledged that he signed, sealed and delivered the foregoing Deed as his act and deed on the day and year and for the purposes herein specified - Given under my hand and seal this first day of March 1873

Jno C Pitchford J.P. ^{Seal B}

Richard Blanton
To ³ Mortgage } Filed for record this 3rd day of March
Samuel Scott } A.D. 1873 at 3 P.M.

Recorded March 21st A.D. 1873

This Deed made and entered into this first day of March A.D. 1873 between Richard Blanton (freeman) of the first part and Samuel Scott of the second part both of the county of Madison State of Mississippi witnesseth: that whereas the said Scott has leased and demise to the said party of the first part thirty three and a half acres of cleared land lying in different parcels among the cleared lands of the plantation of said Scott on which he lives in said County, for and during the present year 1873. For the rent of which land during said year 1873 the said party of the first part has agreed to pay said Scott the sum of ninety four dollars, & fifty cents, and for the payment of which he has given said Scott his promissory note of the same date as these presents and made payable on or before the first day of November next, and whereas also the said Richard Blanton is also indebted to said Samuel Scott in another promissory for one hundred and twenty five dollars of the same date as these presents; and given for a bay horse mule named Scrub and sold by said Scott to said Blanton for the purpose

of enabling him to make a crop on said land; said last note being made payable on or before the first day of November next and whereas said Scott has already furnished and advanced to said party of the first part supplies of meat, flour, tobacco, plows and plowing gear and other articles amounting to the sum of forty four dollars and nineteen cents; and whereas said party of the first part has agreed to pay said party of the second part for all advances and supplies of meat, meal, corn, flour, clothing and other provisions and farmery utensils, which said Scott has already furnished to him or may hereafter furnish and advance to him, said blanket out of the crop made by him on said land. And wishing to secure said Scott in the payment of said notes and other liabilities for advances and supplies that have been already furnished to him or that may be hereafter furnished to him. Now in consideration of the premises, and also in further consideration of the sum of five dollars to him in hand paid, the receipt of which is hereby acknowledged the said party of the first part now sells alienes and conveys to said Scott said bay horse mule Scrub, also all the corn, cotton and fodder that may be raised by him on said land the present year 1873. This contract shall constitute not only a mortgage with power of sale, but also a lien on said crop according to a law of said State approved February the 18th 1867 entitled "An act for the encouragement of agriculture". If the liabilities aforesaid shall be discharged out of the first of the crop gathered on said land in said year then this contract is to be void. But if not so discharged, then said Scott may take said crop of said party of the first part and pay himself out fit at Canton market rates. or he may sell said crop or said other property in the Canton Fair and pay himself the balance after satisfying said Scott for said liabilities to be paid to said party of the first part. In testimony whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year above written.

Richardson ^{mark} *for* Canton *Seal*

State of Mississippi
Madison County ^{met} Person ally appeared before me

Ino C Pitchford a Justice of the Peace in and for the County and State aforesaid Richard Blanton who acknowledged that he signed sealed and delivered the foregoing deed on the day and year and for the purposes therein specified as his act and deed, given under my hands and seal this first day of March 1873.

Ino C Pitchford J.P. *Seal*

J. R. Coleman
 So } Quit Claim Deed } Filed for record this 4th day
 Mrs. Lucy Baldwin } of March A.D. 1873 at 2.20 P.M.
 Recorded March 21st A.D. 1873

State of Mississippi }
 Madison County } Nov. 26th. 1872.

For and in consideration of the sum of
 One hundred dollars (\$100⁰⁰) paid to me by Mrs. Lucy
 Baldwin. I do hereby release relinquish convey and
 forever quit claim of all interests rights or titles now
 vested in me as one of the heirs of Hugh Montgomery
 deceased (excepting the interest in a certain judgment
 on a note held against Shippard & Co. of N. O.) to have
 & to hold the same to said Mrs. Lucy Baldwin her
 heirs fully and forever free and quiet from the
 right title interest claim and demand of myself or any
 person claiming through or under me.

J. R. Coleman

State of Mississippi }
 County of Madison } This day personally appeared
 before the undersigned, Clerk of
 the Chancery Court of said county J. R. Coleman who
 acknowledged that he executed, signed, sealed and
 delivered the above Deed on the day and year aforesaid,
 and for the purpose, therein mentioned, as his act
 and deed.

50 m
Excl 3 Given under my hand and seal of office,
 at Canton this 4th day of March A.D. 1873.

E. S. Jeffrey Clerk

Wm Horton
 So } Deed of Trust } Filed for record this 4th day of
 R. H. Hoffman } March A.D. 1873 at 1.30 P.M.
 Trustee Recorded March 21st 1873

This Deed made the 4th day of March
 A.D. 1873 by William Horton to Jones & Stuart to secure them
 in the payment of one hundred fifty dollars, which the said
 Jones & Stuart has promised and agreed to furnish the said
 William Horton to enable the said William Horton to carry
 on his plantation or farm in Madison county during the
 year A.D. 1873. witnesseth: That in consideration of the indebted-
 ness incurred, and in consideration of the advances to the
 said William Horton by the said Jones & Stuart this day made
 in provisions and supplies to the amount of one hundred &
 fifty dollars, and in consideration of the advances hereafter
 to be made by said Jones & Stuart to said William Horton
 the said William Horton hereby grants, bargains, sells alienates
 and conveys to the said R. H. Hoffman party of the second
 part, and trustee herein, for the uses and purposes thus named
 and herein mentioned, the following described property, viz:

Three Bales of Cotton and also whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said William Horton and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said William Horton 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 15th day of October A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said R. H. Hoffman or any one he or said Jones & Stuart may appoint, to rise wherever found, and to sell at the door of the Court House of Canton 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 William Horton. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said William Horton hereby consents to and accepts - that is to say, the said William Horton is to have in Canton by the 15 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 Horton to pay said Jones & Stuart 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 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 Horton 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 Jones & Stuart 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 Horton & Jones & Stuart has affixed their name and seal to this

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died, this the 4th day of March A.D. 1873

William Horton

Seal

State of Mississippi }
County of Madison } This day personally appeared before
the undersigned, Clerk of the Chancery
Court of said county William Horton 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 4th day of March A.D. 1873.

B. S. Jeffrey Clerk.

James Jackson
So 3 Deed of Trust } Filed for record this 4th day of March
W. N. Bledsoe } A.D. 1873 at 2.15 P.M.

Recorded March 21st A.D. 1873

This Deed, made the 28 day of February A.D. 1873 by James Jackson to W. N. Bledsoe to secure W. N. Bledsoe in the payment of three hundred dollars, which the said W. N. Bledsoe has promised and agreed to furnish the said James Jackson to enable the said James Jackson to carry on his plantation or farm in Madison County,
during the year A.D. 1873, witnesseth: That in consideration of indebtedness incurred, and in consideration of the advances to the said James Jackson by the said W. N. Bledsoe 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 W. N. Bledsoe to said James Jackson the said James Jackson hereby grants, bargains, sells, alienes, and conveys to the said James W. Towing party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property, viz: One Iron Gray horse mule fourteen $\frac{1}{2}$ hands high supposed to be seven years old and also, whatever mules, horses, cattle, hogs, wagons, carts, baggage, goods and chattels that may hereafter be acquired by the said James Jackson and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said James Jackson 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 1st day of October A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said James W. Towing or any one he or said W. N. Bledsoe 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

Mississippi Office of the Clerk of the Circuit Court, State of Mississippi, 1873.

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 Jackson. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said James Jackson hereby consents to and accepts - that is to say, the said James Jackson is to have in barrow by the 1st 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 James Jackson to pay said W. H. Bledsoe 2½ 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 1864, it is further to witness, that the indebtedness above mentioned is for plantation supplies for the year A.D. 1873 to enable said James Jackson 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 W. H. Bledsoe 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 Jackson has affixed his name and seal to this deed, this the 28 day of February A.D. 1873

James Jackson : *Signature*
Seal

State of Mississippi }
County of Madison } This day personally appeared
before the undersigned Clerk
of the Chancery Court of said county James Jackson
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.

Clerk
Seal

Given under my hand and seal of
office at Canton this 4th day of March
A.D. 1873

G. S. Jeffrey Clerk
J. H. Latimer A. C.

R. H. Gould adm:

of Eli G. Henry dec'd } Filed for record this 4th day of March A.D.
So³ Deed } 1873 at 12:30 P.M.
John R Hargan Recorded March 21st A.D. 1873

This Indenture made this third day of March
Anno Domini eighteen hundred and seventy three, by and
between Reuben H. Gould, administrator de bonis non of Eli
G. Henry deceased of the first part, and John R Hargan of the
County of Madison State of Mississippi of the second part,
Witnesseth: Whereas by a decree of the Court of Chancery for
said county made at the January Term 1873 of said County,
the said party of the first part was authorized, empowered
and directed to sell for cash to the highest bidder the following
real estate, situate in said County, as the property of said
Eli G Henry, for the purpose of paying the debts of said de-
ceased, to wit, the South half of the east half of north west
quarter of section twenty five, Township nine Range two
East; and, whereas in pursuance of said decree, the said
party of the first part did duly advertise said real estate
for sale, for cash, to the highest bidder, before the door of the
Court House of said County, in Canton, on Monday the 3rd day
of March A.D. 1873; and whereas at said time & place, between
the hours prescribed by law, the said party of the first part
did offer said real estate for sale to the highest bidder for cash,
and the said party of the second part did then and there appear
and bid for said real estate, the sum of Twenty five dollars per
acre, which was more than any other person did or would bid
for the same; and whereas the said party of the second part
has this day paid to said party of the first part, the said
moneys by him bid for said real estate, the same amounting
to the sum of One thousand dollars. Now, therefore, the said
party of the first part, in consideration of the premises, and
in virtue of the powers vested in him by said decree of said
Court, hath granted, bargained, sold, aliened and conveyed,
and by these presents doth grant bargain sell, alien and
convey to the said party of the second part, all & singular
the real estate herein before described, together with the
appurtenances thereto belonging; to have and to hold
the same unto the said party of the second part, his heirs
and assigns forever. In testimony whereof the said party
of the first part hereunto sets his hand and seal, this the
day and the year first herein before written.

R. H. Gould Adm. de bonis non *Seal*

State of Mississippi, County of Madison

Personally appeared before me to Jeffrey, Clerk of the Chancery
Court in and for said County, the above named R. H. Gould, adminis-
trator of the estate of Eli G Henry deceased, and acknowledged that he
signed sealed & delivered the foregoing deed, on the day & year therein
mentioned, as his act & deed.

Seal Witness my hand & the seal of said Court this 4th day of March 1873
C. S. Jeffrey Clerk

E. P. Sutherland
 Nelson Diamond
 Mally Diamond
 Newton Diamond
 So } Deed of Trust
 R. H. Burton
 Trustee

} Filed for record this 4th day of
 March A. D. 1873 at 2.30 P. M.

Recorded March 21st A.D. 1871

Know all men by these presents - That this indenture, made and entered into this 4th day of March A. D. 1873, by and between Nelson Diamond, Mally Diamond, Newton Diamond to E. P. Sutherland of the first part, R. H. Burton of the second part, trustee, and J. M. Walker and U. W. Stamford, composing the firm of Walker & Stamford, of the third part, is to witness: That for and in consideration of the sum of ten Dollars this day paid said first by said second party, said first party do by these presents bargain, sell, alien, and convey and deliver unto said second party the following described property, real and personal, lying and being in the county of Madison and State of Mississippi and more fully set forth as one sorrel horse mule aged about four years one foal mare aged about eight years also, all the crop of cotton, corn, and all other produce raised or grown by said first party anywhere during the year A. D. 1873, to have and to hold the same unto him (the said second party) and his heirs and assigns forever, together with all the fixtures, appurtenance and hereditaments thereunto belonging: But in trust and upon the following conditions, and none other: Whereas the said first party is indebted to the said third parties in the sum of Four Hundred dollars and cents, for money, supplies, goods, wares and merchandise heretofore advanced and to be advanced to Nelson Diamond and others during the year A. D. 1873 now if on the 1st day of November next said first party shall well and truly pay to said third parties all that is due them of said indebtedness, then this deed to be null and void; but if, when said day shall arrive, said first party shall not have paid said third parties what is due them, then said second party (or in the event of his death, or failure or neglect from any other cause to act, then any one whom the said third parties, or either of them, shall request to act,) shall take said personal property into possession, where ever found, and shall advertise the sale of it and said lands by posting a written notice on the Court House door of Madison county five days before the day of sale, and when said day shall have arrived, shall sell said property to the highest bidder, for cash, at public outcry, before said Court house door, and from the proceeds shall pay off the amount of money due said third party and the commissions of the trustee for making sale, and the remaining money shall pay over to said first party, it being agreed further between the parties hereto that said property may remain in the possession of said first party until the day for the payment of the amount due said third parties. It is further understood and agreed that said first parties hereby transfer, assign and set over unto said third parties all the rights which they have as laborer against the employer for wages and work done in the crop, and as employer against laborer for

supplies, said third parties to have all liens, and right to enforce the same in any manner legal or equitable, which any and all of said first parties have against each other or any other person. 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 1867, it is further witness, that the indebtedness above mentioned is for plantation supplies for the year A.D. 1873 to enable said Nelson Diamond & others to operate & carry on their plantation or 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 Walker & Stanford 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 testimony whereof said first parties have hereunto set their hands and seals this the 4th day of March A.D. 1873.

Walker & Stanford
 Nelson ^{his} Diamond
 Mally ^{his} Diamond
 Newton ^{his} Diamond
 E. P. Sutherland

Seal
 Seal
 Seal
 Seal
 Seal

Witness

P. J. M. Burton

State of Mississippi }
 County of Madison } This day personally appeared before the undersigned
 Clerk of the Chancery Court of said county E. P. Sutherland
 Nelson Diamond, Mally Diamond, Newton Diamond, 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.

Signed under my hand and seal of office at Canton this 4th day of March
 A.D. 1873

E. S. Jeffrey Clerk
 C. H. Hutchins 10.G.

Bob Jones

So } Deed of Trust } Filed for record this 4th day of March
 J. A. Reid Trustee } A.D. 1873 at 2.40 P.M.

Recorded March 21st A.D. 1873

This Deed made the 4th day of March A.D. 1873 by Bob Jones to J. A. Reid to secure S. J. Nicholson in the payment of One hundred and fifty dollars, which the said S. J. Nicholson has promised and agreed to furnish the said Bob Jones to enable the said Bob Jones to carry on a plantation or farm in Madison County during the year A.D. 1873, witnesseseth: That in consideration of the indebtedness incurred, and in consideration of the advances to the said Bob Jones by the said S. J. Nicholson this day made in provisions and supplies to the amount of one hundred fifty dollars, and in consideration of the advances hereafter to be made by said S. J. Nicholson to said Bob Jones the said Bob Jones hereby grants, bargains, sells, alienes and conveys to the said J. A. Reid party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property viz: and also

whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels, that may hereafter be acquired by the said Bob Jones and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said Bob Jones for his use, on any lands during the year 1873 or every 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 Nov. A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said J. L. Reid or anyone he or said J. T. Nicholson 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 Bob Jones.

Nevertheless the said indebtedness is to be discharged in the following manner, to which the said J. T. Nicholson hereby consents to and accepts - that is to say, the said Bob Jones is to have in Banton 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 Bob Jones to pay said J. T. Nicholson 2½ 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 & provisions of an Act of the Legislature of Mississippi intitled "An Act for the encouragement of Agriculture," 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 Bob Jones to operate and carry on a farm or plantation in Madison County, Mississippi, during said year, to become due, as aforesaid, it is agreed that it shall constitute a prior claim according to said law, upon said crop of cotton, corn, and all other produce of said farm - it being the intent of this Recd that the said J. T. Nicholson 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 intitled Law.

In witness whereof the said Bob Jones has affixed his name & seal to this Deed, this the 1st day of Nov. A.D. 1873

Bob Jones

Seal B

State of Mississippi,

County of Madison } This day personally appeared before the under-
signed Clerk of the Chancery Court of said County
Bob Jones who acknowledged that he executed, signed, sealed
and delivered the above Deed on the day and year aforesaid
and for the purposes herein mentioned, as his act and deed,

Given under my hand and seal of office, at
Benton, this 4th day of March A.D. 1873

B. S. Jeffrey Clerk

Seal B

recd

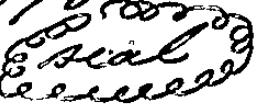
Harrell W. J.

To Deed of Trust } Filed for record this fifth day of
David Stadeker trustee } March A. D. 1873 at 9:40 A. M.

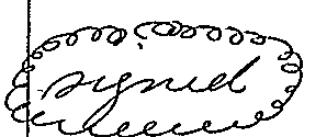
Recorded March 22nd A. D. 1873

This Deed, made the 4th day of March A. D. 1873 by W. J. Harrell to David Stadeker to secure of Stadeker son in the payment of Two hundred & fifty dollars, which the said J. Stadeker son has promised and agreed to furnish the said W. J. Harrell to enable the said W. J. Harrell to carry on his plantation 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 W. J. Harrell by the said J. Stadeker son this day made in provisions and supplies to the amount of two hundred & fifty dollars, and in consideration of the advances hereafter to be made by said J. Stadeker son to said W. J. Harrell the said W. J. Harrell hereby grants, bargains, sells, alienes and conveys to the said David Stadeker party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property viz: one Sorrel horse named Sam one wooden arcle wagon and also whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said W. J. Harrell, and the crop of cotton, corn, fodder, peas, potatoes and whatever else may be grown by the said W. J. Harrell or those in his employ 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 unto this contract, shall be due and payable on the 1st day of October A. D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said David Stadeker or any one he or said J. Stadeker son 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 W. J. Harrell. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said W. J. Harrell hereby consents to and accepts - that is to say, the said W. J. Harrell is to have in hand by the 1st 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 W. J. Harrell to pay said J. Stadeker son 2 $\frac{1}{2}$ 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 A. D. 1873 to enable said W. J. Harrell 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 J. Shadaker & Son 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 W. J. Harrell has affixed his name and seal to this deed, this the 1st day of October A.D. 1873.

W. J. Harrell 

State of Mississippi }
county of Madison } This day personally appeared
before the undersigned Clerk of
the Chancery Court of said county W. J. Harrell 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 5th day of March A.D. 1873
John S. Jeffrey Clerk
of the Chancery Court of
Madison County, Mississippi.

John Harely
To 3 Deed of Gift } Filed for record this 6th day of
Martha H. George } March A.D. 1873 at 12 o'clock P.M.
Recorded March 22nd A.D. 1873

State of Mississippi }
Madison County } This indenture, made and entered
into this the 6th day of February A.D.
1873, by & between John Harely of the first part and Martha
H. George, of the second part, witnesseth, that in consider-
ation of the love and affection, which he bears to said
party of the second part, said party of the first part
doth hereby give, grant & convey unto said party of the
second part the following, real estate lying & being
in the County of Madison aforesaid, to wit: beginning
at the North east corner of a lot or parcel of ground
now owned & occupied by John Kelly on the road
leading from the city of Canton in said County to
Taygo city in the county of Taygo, thence North by E.
with said road, three hundred & forty feet, thence West
five hundred & fifty feet, thence South by a straight line
so as to reach the North side of said Kelly's lot at a
point four hundred & fifty three feet from the afore-
said North East corner of said Kelly's lot, thence to the

beginning; to have & to hold the said lot or parcel of ground, with all & singular the appurtenances unto the same belonging, unto her the said party of the second part, her heirs and assigns forever. In testimony whereof said party of the first part doth hereunto affix his hand & seal, this the 6th day of February A. D. 1873.

Witnesses

C. B. Galloway

George W. L. Benwell.

State of Mississippi }
County of Madison } This day personally appeared before

the undersigned, Clerk of the Chancery Court of said County John Hardy who acknowledged that he executed, signed, sealed and delivered the above Deed on the day and year aforesaid, and for the purposes herein mentioned, as his act and deed.

Seal Given under my hand and seal of office, at
Benton, this 6th day of March A. D. 1873
W. Jeffrey Clerk

Charles Briscoe

To Deed of trust } Filed for record this 6th day of
Geo R Reid Trustee } March A. D. 1873 at 12.30 P.M.

Recorded March 22nd A.D. 1873

This deed made the 6th day of March A.D. 1873 by Charles Briscoe to George R. Reid to secure Mr. E. J. Harrold in the payment of three hundred dollars which the said Mr. E. J. Harrold has promised and agreed to furnish the said Charles Briscoe to enable the said Charles Briscoe to carry on a 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 Charles Briscoe in land rent \$115, one mule \$185, by the said Mr. E. J. Harrold this day made in provisions and supplies to the amount of two hundred fifty dollars, and in consideration of the advances hereafter to be made by said Mr. E. J. Harrold to said Charles Briscoe the said Charles Briscoe hereby grants, bargains, sells, alienes and conveys to the said George 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: One Bay mule "Tilda" one horse coloured "hit", Hogs, and also whatever mule, horses, cattle, hogs, wagons, carts, buggies, goods & chattels that may hereafter be acquired by the said Charles Briscoe and the crop of cotton, corn, fodder, peas, potatoes and whatever else may be grown by the said Charles Briscoe 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 1st day of November A.D. 1873. And if said indebtedness shall

them not have been discharged fully, it shall be lawful for the said
 Geo R Reid or any one he or said Mr. E. S. Harrel 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 each, after 10 days notice in writing, posted at the
 Court house door, any or all of said property, as may be nec-
 essary 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 Charles
 Briscoe. Nevertheless the said indebtedness is to be discharged
 in the following manner, to which the said Mr. E. S. Harrel
 hereby consents to and accepts that is to say the said Charles
 Briscoe is to have in Lien on by the 1 day of Nov. 1873 such
 an amount of cotton as will fully pay off said indebted-
 ness, besides costs of this instrument, and in case said
 indebtedness is not paid at maturity then the said
 Charles Briscoe to pay said Mr. E. S. Harrel 2% per
 cent on the whole of said indebtedness, which is agreed
 as liquidated damages in case of the non-per-
 formance 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 1867, it is further
 to witness: that the indebtedness above mentioned is
 for plantation supplies for the year A.D. 1873 to enable
 said Charles Briscoe to operate and carry on a 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. E. S. Harrel 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 Charles Briscoe
 has affixed his name and seal to this Deed, this the
 6 day of March A.D. 1873.

Witness

J. C. Wright.

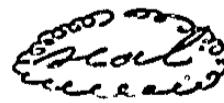
State of Mississippi }

County of Madison } This day personally appeared
 before the undersigned, Clerk

of the Chancery Court of said county Charles Briscoe
 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 Jackson
 this 6th day of March A.D. 1873 G. J. Jeffrey Clerk.

Charles Briscoe
mark



J. L. Allen
 & Deed of Trust, &c. } Filed for record this 6th day of
 J. L. Allen & Deed of Trust, &c. } March A.D. 1873 at 2.30 P.M.

Recorded March 22nd A.D. 1873

Know all men by these presents, that I J. L. Allen of Madison County and State of Mississippi, have granted, bargained, and sold, and do by these presents grant, bargain and sell unto J. L. Gross of said County and State trustee herein for S. Leob & Co. of the City of Canton and State aforesaid, all the crop grown, planted, and sown, gathered and made by me, or those in my employ on the plantation on which I reside now, or may hereafter reside, within the County and State aforesaid, for the year 1873, or for any year hereafter until this present time is satisfactorily settled, together with all the implements, farming utensils and stock, to-wit: 1 large deep bay horse nine years old, named Morgan, all situated in the County and State aforesaid, or enough to satisfy and pay their trust, for and in consideration of one hundred & twenty five dollars advance in money supplies already furnished by said S. Leob & Co. to the amount of \$ Twenty five dollars and in consideration of the further sum of \$ One hundred to be hereafter furnished at any such times as may be named, according to the account Books and Vouchers.

And it is expressly understood that this conveyance is to operate in all respects as a Deed of Trust, with power of sale, in the said J. L. Gross, trustee for cash, after ten days notice of such sale, on all the above described personal property; And it is hereby agreed that all of said crop is to be shipped to said S. Leob & Co. as my factors, for the usual commissions, or sold to them at the regular market price. I further promise and agree that I will deliver enough of my crop by the first day of November 1873 to satisfy the above sum in full, or failing to do so, I obligate myself to pay ten per cent, extra for damages.

Witness. Witness our hands and seals this fourth day of
 G. H. Baldwin March 1873.

J. B. Newes

State of Mississippi }
 County of Madison }
 Personally appeared before me E. S. Jeffrey

J. L. Allen Seal

Clerk of the Chancery Court in and for said County the above named G. H. Baldwin one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposes and saith, that he saw the above named J. L. Allen whose name is subscribed thereto, sign, seal and deliver the same to the above named S. Leob & Co. that he this deponent, subscribed his name as a witness thereto, in the presence of the said J. L. Allen and that he saw the other subscribing witnesses, J. B. Newes sign the same in the presence of the said J. L. Allen and in the presence of each other, on the day and year therein named.

parties, the prompt and full payment of said note, and whatever amount he may become indebted, during said year, to the parties of the second part, for provisions &c. Therefore, in consideration of the premises, and the further sum of One Dollar to him in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, the said party of the first part has granted, bargained and sold, and does by these presents grant, bargain and sell unto the parties of the second part, the following property, to-wit: One Gray Mare (purchased of the second parties) One Dark Brown Mare Mule "Beauty," and Fifteen head of Cattle. Also all the crop or crops of every kind or description raised or to be raised by the party of first part, or those under his employ, during said year, to have and to hold unto them, the said second parties, their heirs and assigns, forever, with full power and authority in said second parties to seize any or all of said property and sell the same on ten days' notice, in case of default in the payment of any of the aforesaid sums. In trust, however, 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 said note, and all other or further sums in which he may become indebted to the said 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.

J. W. Johnson (seal)

The State of Miss ³
Madison County ³ Personally appeared before me, J. W. Jenkins
a Justice of the Peace in and for said
State and county J. W. Johnson who acknowledged that
he signed, sealed and delivered the foregoing Deed of Trust,
on the day and year herein mentioned, as his act and
deed. Witness my hand and seal, this 3rd day of March
A. D. 1873

J. W. Jenkins J. P. ^{Seal}

Frank Washington

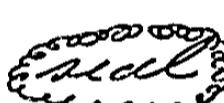
for Deed of Trust
Weil & Loeb

} Filed for record this 6th day of March
A. D. 1873 at 2:30 P.M.

Recorded in Clerk's office A. D. 1873

This Deed of Trust made and entered into this first day of March, A. D. 1873, by and between Frank Washington of the first party, Weil & Loeb merchants, of the second part, all of the county of Madison, State of Mississippi, witnesseth: That, whereas, the parties of the second part have this day promised and agreed to furnish to the party of the first part, during the present year, 1873, provisions, clothing and necessary

plantation supplies, to the amount of one hundred Dollars (\$100.); and whereas, the party of the first part is desirous of securing the payment for said provisions &c to the parties of the second part, on the first day of October, 1873; the said party of the first part, for and in consideration of the sum of one dollar to him in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, has this day granted, bargained, and sold unto the parties of the second part all the crop or crops of every kind or description raised, or to 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 unto them the said second parties, their heirs and assigns, forever, with power of sale in them the said parties of the second part, on ten days notice. In trust, however, 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 of one hundred dollars, and all other or further sums in which he may then be indebted to the parties of the second part, 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 first day of March A.D. 1873.

Frank Washington 
The State of Mississippi ^{mark}
Madison County

J. W. Jenkins, a Justice of the Peace in and for said state and County, Frank Washington who acknowledged that he signed, sealed & delivered the foregoing Deed of Trust, on the day and year herein mentioned, as his act and deed.

Witness my hand and seal this first day of March A.D. 1873

J. W. Jenkins J.P. 

Gilbert Phillips et al.

for Deed of Trust
Neil & Loeb

} Filed for record this 6th day
of March A.D. 1873 at 2.30 P.M.

Recorded March 24th A.D. 1873

This Deed of Trust made and entered into this 22nd day of February A.D. 1873 by and between Gilbert Phillips and Jerry Williams of the first part, and Neil & Loeb 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 parties of the second part in the sum of six hundred & eighty-five Dollars (\$685.00) evidenced by two promissory notes as follows; one for three hundred & thirty-five Dollars (\$335.00) bearing even date with these presents, payable to the

order of the second parties on the 1st day of Oct. 1873, and one for three hundred and fifty dollars (\$350⁰⁰) bearing even date with these presents, payable to the order of the second parties on the 1st day of Oct. 1873; how, in order to secure the prompt and full payment of said notes at maturity, the parties of the first part, for and in consideration of the sum of one dollar to them in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, hereby grant, bargain and sell unto the said parties of the second part, the following property, to wit: One Black horse mule, "Jack" one Black horse mule "Jim", also, all the crop or crops of every kind or description that may be raised, cultivated or gathered by the parties of the first part, or those under their employ, during said year, to have and to hold unto them the said second parties, with power of sale in them, the said parties of the second part, on ten days' notice. In trust however, and for the following purpose, to wit: If the parties of the first part shall, promptly & fully pay and satisfy said notes, at maturity, then this Deed to be void, otherwise to remain in full force and virtue. In testimony whereof the parties of the first part have hereunto set their hands and seals this day and year first above written.

Gilbert Phillips
Jerry Williams

Seal
mark

State of Mississippi

Madison County } Personally appeared before me, J.W. Jenkins, a Justice of the Peace in and for said State and County, Gilbert Phillips and Jerry Williams 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 and seal, this 1st day of March A.D. 1873

J. W. Jenkins J.P. *Seal*

Louis Luckett

To Trust Deed of Leiv. I. Filed for record this 6th day of Isidore Gross trustee } March A.D. 1873 at 2:30 P.M.

Recorded March 24th 1873

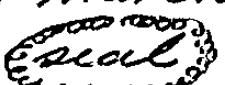
Know all men by these presents, that I, Louis Luckett of Madison County, and State of Mississippi, have granted, bargained, and sold, and do by these presents grant, bargain and sell, unto Isidore Gross of said County and State, trustee herein for I. Leib 1/2 of the city of Lumberton and State aforesaid, all the crop grown, planted, and sown, gathered and made by me, or those in my employ on the plantation on which I reside now, or may hereafter reside, within the County and State aforesaid, for the year 1873, or for any year hereafter until this present time is satisfactorily settled, together with all the implements, farming utensils

all stock, all situated in the County and State aforesaid, or enough to satisfy and pay their trust, for and in consideration of two hundred advance in money supplies, already furnished by said S. Jobb & Co. to the amount of \$ Seventy five and in consideration of the further sum of \$ one hundred & Twenty five to be hereafter furnished at any such times as may be named, according to the Account Books and Vouchers. And it is expressly understood that this conveyance is to operate in all respects as a Deed of Trust, with power of sale, in the said Doctor Gross, trustee, for cash, after ten days' notice of such sale, on all the above described personal said property wherever found. And it is hereby agreed that all of said crop is to be shipped to said S. Jobb & Co. as my factors, for the usual commissions, or sold to them at the regular market price. I further promise and agree that I will deliver enough of my crop by the first day of November 1873, to satisfy the above sum in full.

Witness our hands and seals this the first day of March 1873.

witness:

Louis Luckett



G. H. Baldwin

State of Mississippi
Madison County

This day personally appeared before me S. W. Wood a Justice of the Peace of the County, and State aforesaid Louis Luckett who acknowledged that he signed, sealed and delivered the within instrument writing as his act and deed, and on the day and year therein named and for the uses and purposes therein contained.

Given under my hand and seal this the

Seal

1st day of March 1873

J. W. Wood J.P.

Pompey elluse

for Deed of Trust

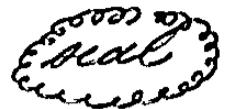
} Filed for record this 6th day of
R. H. Hoffman trustee } March A. D. 1873 at 2.10 o'clock P.M.
Recorded March 24th A.D. 1873

This Deed, made the 6th day of March A. D. 1873 by Pompey
Irvine to Jones & Stuart to secure them in the payment of
five hundred dollars, which the said Jones & Stuart
has promised and agreed to furnish the said Pompey
Irvine to enable the said Pompey elluse 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 Pompey Irvine by the said Jones &
Stuart this day made in provisions and supplies to
the amount of five hundred dollars, and in consider-
ation of the advances hereafter to be made by said
Jones & Stuart to said Pompey Irvine the said Pompey
Irvine hereby grants, bargains, sells alienes and conveys to

the said R. H. Hoffman party of the second part, and trustee
 herein, for the uses and purposes thus named and hereinmen-
 tioned, the following described property, viz: One dark mare
 mule four years old, one gray mare ten years old, and three
 cows, and fifteen Bales of Cotton, (the Cotton to be ginned at
 Jones & Stuart's Gin, also what cotton is made by hands in
 his employ) and also whatever mules, horses, cattle, hogs,
 wagons, carts, buggies, goods and chattels that may here-
 after be acquired by the said Pompey Musse, and the crop of
 cotton, corn, fodder, peas, potatoes, and whatever else may
 be grown by the said Pompey Musse 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 1st day of November A. D. 1873. And if said in-
 debtess shall then not have been discharged fully, it
 shall be lawful for the said R. H. Hoffman or anyone he
 or said Jones & Stuart may appoint to sue wherever found,
 and to sell at the door of the Court house of Canton 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 Pompey Musse.
 Nevertheless the said indebtedness is to be discharged in
 the following manner, to which the said Pompey Musse
 hereby consents to and accepts - that is to say, the said Pon-
 pey Musse is to have in Canton by the 1st 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 Pompey Musse to said Jones & Stuart 2½ per cent, on
 the whole of said indebtedness, which is agreed on as liqui-
 dated damages in case of the non-performance of the al-
 legations 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. A. D. 1873, it is further to witness
 that the indebtedness above mentioned is for plantation supplies
 for the year A. D. 1873 to enable said Pompey Musse to operate &
 carry on his farm or plantation in Madison county, Mississippi
 during said year, to become due, as aforesaid, it is agreed that it
 shall contribute 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 Jones & Stuart 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 Pompey Musse & Jones & Stuart

has affixed their names and seal to this deed, this the 6th day of March A.D. 1873

Pompey Elluse
[mark]



State of Mississippi }
County of Madison } This day personally appeared before the
underigned Clerk of the Chancery Court
of said county Pompey Elluse 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
Benton this 6th day of March A.D. 1873
J. L. Jeffrey Clerk

Antney Powell
S/o Deed of Trust) Filed for record this 6th day of March
James W. Owings) A.D. 1873 at 3 o'clock P.M.
Trustee) Recorded March 24th A.D. 1873

This Deed, made the 6 day of March A.D. 1873
by Antney Powell to W.C. Bledsoe to secure W.C. Bledsoe in the pay-
ment of One hundred dollars, which the said W.C. Bledsoe has pro-
mised and agreed to furnish the said Antney Powell to en-
able the said Antney Powell to carry on his plantation or farm
in Madison County, during the year A.D. 1873 witnesseth: That in con-
sideration of indebtedness incurred, and in consideration of the
advances to the said Antney Powell by the said W.C. Bledsoe
this day made in provisions and necessities to the amount of
Fifty dollars, and in consideration of the advances hereafter
to be made by said W.C. Bledsoe to said Antney Powell
the said Antney Powell hereby grants, bargains, sells, alienes,
and conveys to the said James W. Owings party of the
second part, and trustee herein, for the uses and purposes
thus named and herein mentioned, the following described
property viz: One mare and colt sorrel in color about 15
hands high and eight years old, and also, whatever mules,
horses, cattle, hogs, wagons, carts, buggies, goods and chattels,
that may hereafter be acquired by the said Antney Powell
and the crop of cotton, corn, fodder, peas, potatoes, and what-
ever else may be grown by the said Antney Powell for
his use, on any lands during the year 1873 or any sub-
sequent 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 October A.D. 1873. And if said indebtedness
shall then not have been discharged fully, it shall be
lawful for the said James W. Owings or any other or said
W.C. Bledsoe may appoint, to seize wherever found, and
to sell at the door of the courthouse of Madison County, Miss-

Office of Clerk of Chancery, Benton, Mississippi
the 1st day of December A.D. 1873

issippi, 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 Anthony Powell. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said Anthony Powell hereby consents to and accepts - that is to say, the said Anthony Powell is to have in Canton by the 1st 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 Anthony Powell is to pay said W. C. Pledloe 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 1864, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A.D. 1873. To enable said Anthony Powell 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 W. C. Pledloe 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, or any other laws. In witness whereof the said Anthony Powell has affixed his name and seal to this Deed, this the 6th day of March A.D. 1873.

Anthony X Powell *[Seal]*

State of Mississippi }
County of Madison }

this day personally appeared before
the undersigned, Clerk of the Chancery
Court of said county, Anthony Powell 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]
[Signature]

Given under my hand and seal of office, at
Canton this 6th day of March A.D. 1873

G. S. Jeffrey Clerk.

Silas Taylor

for Deed of Trust } Filed for record this 6th day of
Geo. R. Reid Trustee } March A.D. 1873 at 12.30 o'clock P.M.
Recorded March 24th A.D. 1873
This Deed, made the 6th day of March A.D. 1873 by Silas Taylor to

Geo. W. Harrel

To G. W. Harrel to secure G. W. Harrel in the payment of two hundred dollars, which the said G. W. Harrel has promised and agreed to furnish the said Silas Taylor to enable the said Silas Taylor to carry on his 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 Silas Taylor by the said G. W. Harrel this day made in provisions and supplies to the amount of ~~one~~ dollars, and in consideration of the advances hereafter to be made by said G. W. Harrel to said Silas Taylor the said Silas Taylor hereby grants, bargains, sells, alienes and conveys to the said Geo. R. Reid party of the third part, and trustee herein, for the uses and purposes hereinabove and herein mentioned, the following described property, viz: One bay mule (Peggy) and also whatever mules, horses, cattle, hogs, wagons, carts, buggy's, goods and chattels that may hereafter be acquired by the said Silas Taylor and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said Silas Taylor 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 1st day of Nov. A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said Geo. Reid or any one he or said G. W. Harrel 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 Silas Taylor. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said Silas Taylor hereby consents to and accepts - that is to say, the said Silas Taylor is to have in Canton by the 1st day of Novt 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 Silas Taylor to pay said G. W. Harrel 2½ per cent, on the whole of said indebtedness, which is agreed on as liquidates 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 1867, it is further to witness; that the indebtedness above mentioned is for plantation supplies for the year A.D. 1873 to enable said Silas Taylor 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 C. T. Harrell 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 Silas Taylor has affixed his name and seal to this deed, this the 6th day of March A. D. 1873.

Silas Taylor Seal.

State of Mississippi }
County of Madison }

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Silas 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 6th day of March A. D. 1873
S. J. Jeffrey Clerk

Banister Thompson and
Everline Thompson
So } Deed of Trust & Lien
John P. Butler Trustee

) Filed for record this 6th day of
March A. D. 1873 at 4:30 P.M.
Recorded March 25th A.D. 1873

This Deed, made the 6th day of March A. D. 1873 by Banister Thompson & Everline Thompson his wife to John P. Butler to secure John R. Hargow in the payment of two hundred dollars, which the said John R. Hargow has promised and agreed to furnish the said Banister & Everline Thompson to enable the said Banister & Everline Thompson to carry on their plantation or farm in Madison County, during the year A. D. 1873, witnesseth: That in consideration of indebtedness incurred, and in consideration of the advances to the said Banister & Everline Thompson by the said John R. Hargow this day made in provisions and supplies to the amount of Twenty & 9⁰ dollars, and in consideration of the advances hereafter to be made by said John R. Hargow to said Banister & Everline Thompson the said Banister and Everline Thompson hereby grants, bargains, sells, alien and conveys to the said John P. Butler party of the second part and trustee herein, for the uses & purposes thus named and herein mentioned, the following described property viz: One Dark Bay mare about ten years old and one small wagon and also, whatever mules horses cattle hogs wagons carts buggies goods and chattels that may hereafter be acquired by the said Banister & Everline Thompson and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by

The said Bamister & Coveline Thompson 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 A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said John R. Hargan or any one he or said John R. Hargan may appoint, to sue 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 Bamister & Coveline Thompson. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said John R. Hargan hereby consents to and accepts that is to say, the said Bamister Thompson & Coveline Thompson is to have in Canton by the 1st 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 B. & C. Thompson to pay said J. R. Hargan 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 1867, it is further to witness, that the indebtedness above mentioned is for plantation supplies for the year A.D. 1873 to enable said B. & C. Thompson to operate & 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 John R. Hargan 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 Bamister Thompson and Coveline Thompson hath affixed their names and seals to this deed, this the 6th day of March A.D. 1873

Bamister & ^{his} Thompson ^{Seal}
Coveline ^{mark} Thompson ^{Seal}

The State of Mississippi
Madison County This day personally appeared
before me L.W. Wood a Justice of

The Peace of the County and State aforesaid Banister Thompson who acknowledged that he signed sealed and delivered this Instrument of writing as his act and deed, and on the day and year herein named. And also at the same time personally appeared before me Eveline Thompson wife of the said Banister Thompson who acknowledged apart from her said husband that she voluntarily signed sealed and delivered the within instrument of writing as her act and deed without any threats compulsion fear or undue influence of her said husband and on the day and year herein named.

Given under my hand and seal this the
6th day of March 1873

J.W. Wood J.P.

Ferry Wilder,

To Trust Deed then } Filed for record this 6th day of March
John P. Butler Trustee. } A.D. 1873 at 4.30 P.M.

Recorded 25th March A.D. 1873

This Deed, made the 6th day of March A.D. 1873 by Ferry Wilder to John P. Butler to secure John R. Hargan in the payment of three hundred and eleven $\frac{5}{100}$ dollars, which the said John R. Hargan has promised and agreed to furnish the said Ferry Wilder to enable the said Ferry Wilder to carry on his plantation or farm in Madison County during the year A.D. 1873, witnesseth: That in consideration of indebtedness incurred, and in consideration of the advances to the said Ferry Wilder by the said John R. Hargan this day made in provisions and supplies to the amount of two hundred & eleven $\frac{5}{100}$ dollars, and in consideration of the advances hereafter to be made by said John R. Hargan to said Ferry Wilder the said Ferry Wilder hereby grants, bargains, sells, alienes and conveys to the said John P. Butler party of the second part, and trustee herein, for the uses and purposes thus named and herein mentioned, the following described property, viz: One sorrel Mare about eleven years old one cow and two calves nice head of hogs and also, whatever mules, horses, cattle, hogs, wagons, carts, buggies, goods and chattels that may hereafter be acquired by the said Ferry Wilder and the crop of cotton, corn, fodder, peas, potatoes, and whatever else may be grown by the said Ferry Wilder 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 1st day of November A.D. 1873. And if said indebtedness shall then not have been discharged fully, it shall be lawful for the said John P. Butler or any one he or said John R. Hargan may appoint, to seize where-

ever 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 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 Henry Wilder. Nevertheless the said indebtedness is to be discharged in the following manner, to which the said John R. Hargan hereby consents to and accepts that is to say, the said Henry Wilder is to have in Lanton by the 1st day of November 1873, such sum 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 Henry Wilder to pay said John R. Hargan 2½ 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 1857, it is further to witness: that the indebtedness above mentioned is for plantation supplies for the year A. D. 1873 to enable said Henry Wilder 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 John R. Hargan 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 Henry Wilder hath affixed his name and seal to this deed, this the 6th day of March A. D. 1873

Henry X Wilder *his mark* *Seal*

The State of Mississippi,
Madison County, this day personally appeared before me S. W. Wood a justice of the peace of the County and State aforesaid Henry Wilder who acknowledged that he signed, sealed & delivered the within instrument of writing as his act and deed and on the day and year herein named and for the uses and purposes herein mentioned.

Seal

Given under my hand and seal this
the 6th day of March 1873

S. W. Wood J.P.

Austin Lott

To Deed of Trust
R. M. Burton
Trustee

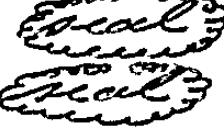
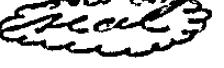
} Filed for record this 7th day of
March A.D. 1873 at 11 o'clock A.M.

Recorded March 25th A.D. 1873

I know all men by these presents that this indenture made and entered into this 7th day of March A.D. 1873 by and between Austin Lott f.m.c. of the first part, R. M. Burton of the second part, Trustee, and J. C. Walker and A. W. Stanford, comprising the firm of Walker and Stanford, of the third part, is to witness: That for and in consideration of the sum of Ten Dollars this day paid said first by said second party, said first party do by these presents bargain, sell, alien and convey and deliver unto said second party the following described property, real and personal, lying and being in the county of Madison and State of Mississippi and more fully set forth as follows viz: One Dark Bay Horse male named "Mike" aged about nine years also, all the crop of cotton, corn and all other produce raised or grown by said first party anywhere during the year A.D. 1873 to have and to hold the same unto him (the said second party) and his heirs and assigns forever, together with all the tenements appurtenances and hereditaments therunto belonging; But in trust and upon the following conditions, and none other: Whereas the said first party is indebted to the said third parties in the sum of Seventy-five dollars and cents, for money, supplies, goods, wares and merchandise heretofore advanced and to be advanced to Austin Lott during the year A.D. 1873, now if, on the 1st day of November next said first party shall well and truly pay to said third parties all that is due them of such indebtedness, then this deed to be null and void; but if, when said day shall arrive, said first party shall not have paid said third parties what is due them, then said second party (or in the event of his death, or failure or neglect from any other cause to act, then any one whom the said third parties or either of them shall request to act) shall take said personal property into possession, where ever found, and shall advertise the sale of it and said lands by posting a written notice on the courthouse door of Madison County five days before the day of sale, and when said day shall have arrived, shall sell said property to the highest bidder, for cash, at public outcry before said Court house door, and from the proceeds shall pay the amount of money due said third party, and the commissions of the trustee for making sale, and the remaining money shall pay over to said first party, it being agreed further between the parties hereto that said property may remain in the possession

of said first party until the day for the payment of the amount due said third parties. It is further understood and agreed that said first parties hereby transfer, assign and set over unto said third parties all the rights which they have as laborer against the employer for wages and work done in the crop, and as employer against laborer for supplies, said third parties to have all liens, and right to enforce the same in any manner legal or equitable, which any and all of said first parties have against each other or any other person. 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. 1857, it is further to witness; that the indebtedness above mentioned is for plantation supplies for the year A.D. 1873 to enable said Austin Lott to operate and carry on his plantation or 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 Walker Stamford 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 testimony whereof said first parties have hereunto set their hands and seals this the 7th day of March A.D. 1873

Walker Stamford
Austin X Lott

Witness

R. M. Burton.

State of Mississippi }
County of Madison }

This day personally appeared before the undersigned, Clerk of the Chancery Court of said County Austin Lott 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 7th day of March A.D. 1873.

C. S. Jeffrey Clerk.

Jas Ryan

to } Deed of Trust
J. P. Butler Trustee }

Filed for record this 7th day of March A.D. 1873 at 2 P.M.

Recorded March 25th 1873.

This deed of trust made and entered into this the

Debtors acknowledge that in case of non-payment of debts, James Ryan, John B. Butler, and John R. Hargow shall be liable to the Plaintiff, P. Viborg, on the day of January, 1874.

sixth day of March in the year of our Lord one thousand eight hundred and seventy three by and between James Ryan of the first part and John B. Butler trustee of the second part and John R. Hargow party hereto of the third part of the County of Madison in the State of Mississippi Witnesseth: That the said party of the first part being indebted to the said party of the third part in the sum of eighteen hundred dollars the sum of seven hundred Dollars being already advanced to the said party of the first part by the said party of third part and the said party of the third part having undertaken obligated himself to advance the further sum of eleven hundred dollars to the said party of the first part to enable him the said party of the first part to grow a crop, operate his Plantation in the said county of Madison for the year 1873. And the said party of the first part desiring to secure the said party of the third part in the payment of said seven hundred dollars already advanced and the said eleven hundred Dollars to be advanced as aforesaid and in consideration of ten Dollars to him the said party of the first part in hand paid by the said party of the second part and the premises herein hath in consideration of the premises aforesaid this day bargained sold and conveyed and doth by these presents bargain sell and convey unto the party heirs of the second part trustee herein the following real estate to wit: the north west quarter of section fourteen lying west of the public road leading from Camden to Pickens Station, the south half of east half of north east quarter of section fifteen one hundred and forty six and two third feet in width off of the north end of the south West quarter of section four hundred and one hundred and forty six and two third yards off of the north end of the east half of the south east quarter of section fifteen and a parcel of land lying between the Road leading from Camden to Pickens Station and the road leading from residence of J. W. Downes or the place formerly owned by him or occupied by him to the cabins on the land above described, all of the above lands situated in Township eleven of Range Four East supposed to contain two hundred and thirty acres also one sorrel horse two Bay mules together with all the cotton corn & potatoes to be grown by said party of the first part for the year 1873. To have and to hold unto the said party of the second part his heirs and assigns forever, upon the condition nevertheless that the said party of the first part shall well and truly pay to the said party of the third part the said sum