

Mrs. E. J. Harrell
To { 575
Robt. Powell Trustee
To secure
Mrs. Annie Bartels

Filed for Record at 3²² O'clock P. M. Aug. 17th A. D. 1889
Recorded August 20th 1889

Satisfied this 20th Jan 1890 By order of the beneficiary in this trust deed the land conveyed to McCombs by Mrs. E. J. Harrell in deed recorded in Book 22 Page 6 & 7 is released from the trust
And, APR 10 1889 Robt Powell Trustee

This trust deed made and entered into this the 16th day of August 1889 between Mrs E. J. Harrell of the first part and Robt Powell trustee of the second part and Annie Bartels party of the third part is to witness; That whereas the said E. J. Harrell is justly indebted to the said Annie Bartels in the sum of two hundred and twenty five dollars as evidenced by her promissory note of even date with this instrument for that amount payable to the said Annie Bartels on the 15th of January A. D. 1890 with interest from date at the rate of ten per cent. per annum and orders as the said E. J. Harrell party of the first part is desirous of securing the prompt payment of said money at the maturity of said note nor therefore in consideration of the premises and the further consideration of one dollar this day paid her receipt whereof is hereby acknowledged the said E. J. Harrell hereby bargains sells conveys and warrants unto Robt Powell trustee as aforesaid the following described property lying and being in the County of Madison State of Mississippi to wit; The S¹/₂ of S. S¹/₄ Sec 17 T 9 R 2 East and the N¹/₂ S¹/₄ and 6 acres out of North east corner of S. S¹/₄ and the S. E¹/₄ Sec 18 T 9 R 2 East and the E¹/₂ of S. E¹/₄ Sec 19 T 9 R 2 East and the N¹/₂ S¹/₄ Sec 20 T 9 R 2 East with appurtenances thereto belonging Also the following personal property situated in said County or State viz; One Horse name Traveler & my Buggy & harness & my stock of cattle to have and to hold unto the said Robt Powell and his successors forever. In trust however upon the following terms if the said E. J. Harrell shall well and truly pay said note above described with accrued interest promptly at its maturity then this instrument to be void but if said monies shall not be so paid then it shall be lawful for the said Robt Powell trustee aforesaid or any other Trustee the holder of said note may appoint to take possession of the property herein mentioned and sell the same at public auction to the highest bidder for cash in front of the courthouse door of Madison County Mississippi after giving ten days notice of

such sale by posting a written notice of its time and terms on said Courthouse door and to make a deed to the purchaser at such sale and out of the proceeds thereof pay first the cost and expenses of such sale then the note above described with interest and if any balance remains pay such balance to said first party.

In testimony whereof I have hereto set my signature this 16th day August 1889

E. F. Harrel

State of Mississippi }
Madison County }

Personally appeared before the undersigned Henry V. Yandell Clerk of the Chancery Court of the said County the within named Mrs. E. F. Harrel who acknowledges that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned as her act and deed.

Given under my hand and Official seal at office this 17th day of August A.D. 1889

H. V. Yandell Clerk

- M. C. Cheek ✓
- H. A. Magruder ✓
- A. W. Magruder ✓
- G. A. Shelby ✓
- J. W. Magruder ✓
- F. E. Magruder ✓
- B. O. Hayes ✓
- M. M. Hopkins ✓
- To Quit Claim
- W. A. Cheek


Filed for Record at 3 o'clock P.M. Aug. 10th A.D. 1889

Recorded Aug 21st 1889

Know all men by these presents that we the heirs of John A. Magruder deceased for and in consideration of the sum of one dollar to us in hand paid by Wm A. Cheek have released and quit claimed and do by these presents release and quit claim unto him all our right title and claim in or to the following described lands in said County and State to wit 88 1/2 Sect 27 To 10 R 5 East N 1/2 88 1/2 N E 1/4 Sect 33 To 10 R 5 East S 1/2 E 1/2 S 88 1/4 Sect 28 To 10 R 5 E.

In testimony of which we hereto sign our names and

affix our seal this 8th day of January 1889

✓ M. M. Hopkins ✓ ✓ N. A. Magruder 
 ✓ M. C. Cheek ✓ ✓ G. A. Shelby ✓
 ✓ J. W. Magruder ✓ ✓ F. E. Magruder ✓
 ✓ J. W. Magruder ✓ ✓ B. O. Hayes ✓

State of Mississippi }
 Madison County } Personally appeared before me a Justice of the Peace of said County the within named N. A. Magruder, G. A. Shelby & F. E. Magruder who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned as their act & deed Given under my hand this 5th day of Febr'y 1889
 W. J. Brown J. P.

State of Miss }
 Madison Co } Personally appeared before the undersigned a Justice of the Peace of said County the within named J. W. Magruder, M. E. Cheek, B. O. Hayes and M. M. Hopkins who acknowledged they signed and delivered the within deed on day and year therein mentioned as their act and deed Given under my hand this Feb 23^d 1889
 Wm Griffin J. P.

State of Mississippi }
 Washington County } Personally appeared before me a Justice of the Peace in and for said State & County J. W. Magruder who acknowledged that he signed and delivered the within deed on the day and year therein mentioned as his act and deed Given under my hand this 2^{5th} day March 1889
 W. D. Ferris J. P.

James Larr
 Isaac P. Roberts and
 Frank A. Gilley
 To Guaranty Deed
 Directors of Gautau
 Land and Live Stock
 Co. and their suc-
 cessors in office of
 Gautau Miss.

Filed for record at 5²⁰ O'clock P.M. August 10th A.M. 1889
 Recorded August 21st 1889

This Indenture made this First day of August in the year of Our Lord One Thousand eight hundred

and eighty nine. Between James Larr Isaac P. Roberts of Ithica N. Y. and Frank A. Gully of College Station Tex as of the first part and The Directors of the Canton Land and Live stock Company and their successors in office of Canton Miss. of the second part Witnesseth That the said parties of the first part in consideration of the sum of Twenty Thousand Dollars Dollars (\$20000) to them duly paid have sold and By These Presents do grant and convey to the said parties of the second part their heirs and assigns All That Tract or Parcel of Land situated in the County of Madison and State of Mississippi to wit:

East 1/2 of southwest 1/4 and southeast 1/4 of section 8 and south west 1/4 of section 9 all of section 17 East 1/2 of East 1/2 south 1/2 of East 1/2 of south east 1/4 section 18 all in township eight Range two east containing eleven thousand and sixty acres (1160) more or less

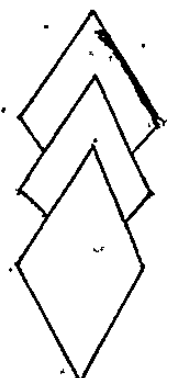
Also all that personal property contained upon the above described premises consisting of cattle horses mules farming implements hay grain seed and all other appliances thereon contained excepting the personal property and effects thereon belonging to P. B. Roberts.

With The Appurtenances And all the estate title and Interest therein of the said parties of the first part And the said James Larr, Isaac P. Roberts and Frank A. Gully parties of the first part do hereby covenant and agree to and with the said parties of the second part their heirs and assigns that the premises thus conveyed in the Quiet and Peaceable Possession of the said parties of the second part their heirs and assigns will forever Narrate and defend against any person or persons lawfully claiming the same or any part thereof.

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

sealed and delivered in presence of

James Larr
I. P. Roberts
Frank A. Gully



State of New York }
County of Tompkins } S.S.

On this 1st day of August in the year one thousand eight hundred and eighty-nine before me the subscribed personally appeared James Larr J. P. Roberts and Frank A. Gully to me personally known to be the same persons described in and who executed the within instrument and they acknowledged that they executed the same.

J. D. Bailey
Notary Public

E. J. Hunt
To { Deed
J. F. Battley P. B. S.
& his successors in
Office

Filed for Record at 10 o'clock A. M. August 17th A. D. 1889

Recorded August 22^o 1889

For and in consideration of the sum of One Hundred and twenty five dollars I conveyARRANT GRANT bargain and sell to J. F. Battley President of the Board of Supervisors of the County of Madison and State of Mississippi and his successors in Office a certain parcel of land for a public Road bed lying and being in Madison County Mississippi and more particularly described as beginning about one mile from Road No 63 on Canton and Jackson road (sometimes called old wire road) and on the line of St. Mary's plantation running thence North through Section twenty six (26) one mile more or less through said St. Mary's plantation and immediately on the East side of line between Dr. J. O. Meaux R. A. Walker and St. Mary's plantation and intersecting the public road to Calhoun Station all in Township 8 Range 2 East said road bed to measure thirty feet in width. The change in 13th line to this and "six" (26) made before signing

Witness my hand this 13th day of August 1889
G. Parks E. J. Hunt

Seal

The State of Pennsylvania }
County of Northampton }
City of Easton

Personally appeared before me E. J. Hunt the undersigned a Notary Public in and for the city of Easton in said county and state Edward Hunt

to me personally well known & he acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand & seal of office this 13th day of August A.D. 1889.

Geo Finley Notary Public

Jane E. Cordts

To { I. O.

Lena D. Cordts

} Filed for Record at 5⁴⁵ O'clock P. M. Aug 12th A.D. 1889

} Recorded Aug 23^d 1889

In consideration of Ten Dollars cash in hand paid me by Lena D. Cordts and the maternal love & affection which I bear towards her & she being my daughter I Jane E. Cordts do hereby convey me to the said Lena D. Cordts the following described property lying & being in the City of Canton County of Madison & State of Mississippi to wit: Lots 3 & 4 in square 11 as laid out in the original plan of the Town of Canton & also that tract of land beginning at the north west corner of Lot 4 square 11 & running thence north to the corner of sec. 19 T. 9. R. 3. East thence east to the corner of the land formerly owned by A. H. Haudy but latterly owned by Mrs. Bilbo thence south to the north east corner of Lot 3 square 11 thence west to the point of beginning said property being usually known as the Larson Lot & containing five & one half acres of land more or less & being the same land sold & conveyed to me by Deed Recorded in Book O. O. page 481 of the Record for Deeds in said County; also the following described lands lying & being in Madison County, Mississippi to wit: The N. 1/2 & N. 1/2 S. E. 1/4 sec. 7, T. 9, R. 2, E. less 9 1/4 acres off the west side also the N. 1/2 of S. E. 1/4 sec. 7, T. 9, R. 2, E. less 11 3/4 acres out of the S. W. corner said fractional parts having formerly been deeded to B. F. Passmore & M. Russell also the E. 1/2 of E. 1/2 sec. 7, T. 9, R. 2, E. & the N. 1/2 S. E. 1/4 sec. 8, T. 9, R. 2, E. containing in all 339 acres more or less.

Witness my hand & seal this the 12th day of August 1889

Jane E. Cordts 

State of Mississippi

Madison County

} Personally appeared before the undersigned

ed Henry V. Vandell Clerk of the Chancery Court of the said County to the within named Jane E. Cordts who acknowledges that she signed and delivered the foregoing Deed on the day and year therein mentioned as her act and deed.
 Given under my hand and official seal at office this 12th day of Aug A. D. 1889
 H. V. Vandell Clerk.


Ellis L. Passmore } Filed for Record at 10²⁵ O'clock A. M. Aug 18th A. D. 1889
 To C. D. P. }
 John R. Cameron } Recorded August 20th 1889
 vs Lena D. Cordts }

Whereas I Ellis L. Passmore am indebted to Lena D. Cordts in the sum of Twenty Two Hundred Dollars for the purchase money of the land hereinafter described as is evidenced by the six promissory notes of said Passmore (the first one of which is signed also by B. F. Passmore) all of even date here with due & payable to the order of said Lena D. Cordts as follows: viz: One note for two hundred Dollars due Jan'y 1st after date; One note for One Hundred & forty Dollars due Jan'y 1st 1891; One note for One Hundred & forty Dollars due Jan'y 1st 1892; One note for One Hundred & forty Dollars due Jan'y 1st 1893; One note for One Hundred & forty Dollars due Jan'y 1st 1894; and One note for Fifteen Hundred & forty Dollars due Jan'y 1st 1895; and whereas I am desirous of securing the prompt payment of each & all of said promissory notes as they severally mature and the other covenants herein contained now therefore in consideration of the premises and the sum of One dollar cash in hand paid me by John R. Cameron the receipt of which is hereby acknowledged I Ellis L. Passmore do hereby convey & warrant unto the said John R. Cameron Trustee and to his successors in office the following described real estate lying & being in Madison County State of Mississippi to wit: The S. E. 1/4 Sec 7 lep 9 1/4 acres off the west side also the 88 1/2 A. C. 1/4 Sec 7 lep 11 3/4 acres out of the S. W. corner said fractional parts having been deeded to B. F. Passmore & M. Russell as so the E 1/2 E 1/2 Sec 7 & the 88 1/2 S. W. 1/4 Sec 8 all in Township 9 Range 2 East containing in all 339 acres more or less To have & to hold unto the said John R. Cameron Trustee

The note secured by this deed was never paid
 day anniversary - Sept 29-1900 - Slanks 32 & cancelled
 within 30 days
 E. L. Passmore
 full Sept 29-1902
 W. M. Caldwell
 Assignee of the note from deed

His successors in office in trust as follows If the said
 Passmore or either of them shall promptly pay each and
 all of said six promissory notes as they severally ma-
 ture & perform the other covenants herein contained then
 this obligation shall be null & void; But if said Pass-
 more or either of them shall fail to promptly pay each
 all of said promissory notes as they severally mature or fail
 to perform the other covenants herein contained then the
 said Cameron or his successor in office is hereby em-
 powered to enter into & take immediate possession of the
 above described property & sell the same for cash at
 public outcry to the highest bidder before the south door
 of the Courthouse in Canton Miss after having given 30
 days notice of the time & place of said sale by posting
 advertisement by written notice thereof in one or more pub-
 lic places in said County & convey the property so sold
 to the purchaser thereof by proper deed & from the pro-
 ceeds of said sale shall pay the costs of executing this
 trust and then the notes secured hereby above named
 in full & if any balance shall remain pay it over to me
 or my assigns It is distinctly agreed that if default be
 made in the prompt payment of any or either of said
 promissory notes then the said Lena D. Cordts or her as-
 signs are hereby empowered to declare them all due &
 payable or either so by their terms or not and the Trust-
 tee can see as above provided. It is further understood
 that said Passmore after the 31st day of December
 1889 shall promptly pay all taxes that ~~may be~~ assessed
 against said lands & should he fail to do so said Cordts
 or her assigns is empowered to declare said notes due &
 payable & any taxes which she may have to pay upon said
 lands shall be charged to said Passmore and be se-
 cured by this deed of Trust & the Trustee can see as
 above provided Should said Cameron from death or
 any other cause fail refuse or neglect to perform the
 duties of Trustee as aforesaid then said Lena D. Cordts
 her heirs or assigns are empowered to appoint in writ-
 ing some one else as Trustee whose acts & doings in the
 premises shall be of same force & effect as if done
 by the said Cameron Trustee as aforesaid

said.

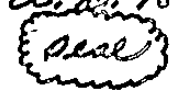
Witness my hand & seal this the 8th day of Aug. A. D. 1889
E. L. Passmore 

State of Mississippi }
Madison County } Personally appeared before the under
signed Henry V. Gaudell Clerk of the Chancery Court of the
said County, the within named E. L. Passmore who ac-
knowledges that he signed and delivered the foregoing deed
on the day and year therein mentioned as his act and deed
Given under my hand and Official seal at office this
13th day of August A. D. 1889

H. V. Gaudell Clerk

Lena D. Cordts } Filed for Record at 11 o'clock A. M. Aug 13th A. D. 1889
Lo. Ex. Deed. }
Ellis L. Passmore } Recorded Aug 24th 1889

In consideration of the sum of Sixteen
hundred Dollars for which I have this day taken the notes of
Ellis L. Passmore secured by a Deed of Trust I Lena D.
Cordts do hereby convey & warrant unto the said Ellis L.
Passmore the following described lands lying & being in
Madison County State of Mississippi to wit; The N¹/₂ S¹/₂
S. E. 1/4 Sec. 7 less 9¹/₄ acres off the west side; also the S¹/₂
S. E. 1/4 Sec. 7 less 11³/₄ acres out of the S. W. corner said fraction-
al parts having formerly been sold to B. F. Passmore & M. Rus-
sell; also, the E¹/₂ E¹/₂ Sec. 7 & the S¹/₂ S. E. 1/4 Sec. 8, all in T. 9. R.
2. East containing in all 339 acres more or less.

Witness my hand & seal this the 8th day of August A. D. 1889
Lena D. Cordts 

State of Mississippi }
Madison County } Personally appeared before the under
signed Henry V. Gaudell Clerk of the Chancery Court of
the said County, the within named Lena D. Cordts who ac-
knowledges that she signed and delivered the foregoing
Deed on the day and year therein mentioned as her act
and deed.

Given under my hand and Official seal at office
this 12th day of August A. D. 1889

H. V. Gaudell Clerk

E. J. Borers } filed for Record at 10 o'clock A. M. Aug 14th A. D. 1889
 M. L. Borers }
 To (Deed) } Recorded August 24th A. D. 1889
 L. E. Richards }

State of Mississippi }
 Madison County }

For and in consideration of the sum
 of One Thousand ^{plus} Ten Dollars to w^{ch} cash in hand paid
 by Mrs. L. E. Richards the receipt of which is hereby ac-
 knowledged see Estate of J. Borers and Minnie Lou Borers
 sole heirs at law of E. J. Borers deceased do convey and
 warrant unto the said Mrs. L. E. Richards the following
 real estate to wit: a lot of land in the City of Canton
 & State of Mississippi bounded and described as
 follows to wit: a certain lot fronting on Union Street
 and commencing at a stake at the North East Corner
 of the lot of James M. Anderson deceased and run-
 ning thence North along said street on the west side
 thereof one hundred & forty two (142) feet to a stake at the
 South East Corner of the lot now owned by C. C. P. Henderson
 thence west along and with the south boundary line
 of said Hendersons lot four hundred feet to a stake
 thence south one hundred & forty two feet to a stake
 at the north west corner of the said J. M. Anderson
 lot thence east along and with the boundary line of
 said Anderson lot four hundred feet to the beginning
 on Union Street

To have & to hold unto the said Mrs. L. E. Richards and
 to her heirs forever

Witness our signatures this 3^d day of March 1888

E. J. Borers

Minnie Lou Borers

State of Mississippi }
 Madison County }

Personally appeared before me
 H. V. Gardner Clerk of the Chancery Court of said County
 & State the above named E. J. Borers & Minnie Lou Borers
 who acknowledged that they signed and delivered the
 foregoing instrument as their own act & deed on the
 day & year therein written
 Witness my hand & official seal this 5th day of March 1888

H. V. Gardner Clerk

James Wales
To Deed
William Wales
Saml Johnson

Filed for Record at 12th Oclober P.M. Aug 19th A.D. 1889

Recorded August 26th 1889

In consideration of two (2) promissory notes of this date one for Eighty dollars due and payable on the 1st day of January 1890 and one note for Eighty dollars due and payable on the 1st day of January 1891 said notes bearing 10% interest after maturity I convey and warrant to William Wales and Saml Johnson the following Land situated in Madison County State of Mississippi and described as The North 1/2 of the North 1/2 of the East 1/2 of the South West 1/4 section one Township Ten Range 3 east
Witness my Land this 24th day October 1889

James ^{his} _{mark} Wales

State of Mississippi
Madison County

Personally appeared before me the undersigned Justice of the Peace of the County aforesaid James Wales who acknowledged that he signed and delivered the foregoing Deed as his own act and deed on the day and year therein named

Witness my Land this 24th day October 1889

Saml Milton J.P.

James Wales
To Deed
William Wales
Saml Johnson

Filed for Record at 12th Oclober P.M. August 19th A.D. 1889

Recorded August 26th A.D. 1889

In consideration of (3) three promissory notes of this date one due and payable on the 1st day of January 1889 for one hundred and thirty (130) dollars with 10% interest after maturity one for one hundred and twenty (120) dollars due and payable on the 1st day January 1890 with 10% interest after maturity and one note due and payable on the 1st day of January 1891 for one hundred and ten (110) with 10% interest after maturity I convey and warrant to William Wales and Saml Johnson the following Land situated in Madison County and State of Mississippi and described as The West 1/2 North East 1/4 section No. one (1) Township 10 Range 3 east and South 1/2 West 1/2 South East 1/4 section 36 Town

ship (11) Eleven Range East containing one hundred and twenty acres more or less

Witness my signature this 24th day October 1887

James ^{his} ~~x~~ Wales
mark

State of Mississippi

Madison County } Personally appeared before me the undersigned Justice of the Peace of the County aforesaid James Wales or he acknowledged that he signed and delivered the foregoing Deed as his own act and deed on the day and year therein named.

Witness my hand this 24th day of October 1887

Saml. Milton J. P.

J. W. Leggitt ^{and}

E. P. Leggitt

To & Deed

B. F. Leggitt

Filed for Record at 12¹⁵ O'clock P.M. Aug 31st 1889

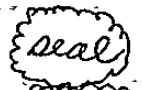
Recorded Aug 31st A.M. 1889

Lease Co. Miss July the 31st 1889

In consideration of \$460. (Four Hundred and sixty Dollars) to us in hand paid (receipt so hereof is hereby acknowledged) we have granted bargained and sold and by these presents do convey and warrant to B. F. Leggitt the following tract of land lying in Madison County Miss. to wit: The E 1/2 of N. E. 1/4 Sec 12 Township 9 Range 4 east To have and to hold forever with all the the appurtenances thereunto belonging or here unto we set our hand and seal this 31st day of July A. D. 1889

J. W. Leggitt

E. P. Leggitt



State of Mississippi

County of Lease

Personally appeared before the undersigned a Justice of the Peace of Lease County and State aforesaid the within name J. W. Leggitt and E. P. Leggitt the wife of J. W. Leggitt acknowledge that they sined the foregoing Deed on the year and day first written as their act and Deed this 31st day of July A. D. 1889.

Witness my hand this 31st day of July A. D. 1889

J. N. Langford J. P.

E. J. Gaddis } Filed for Record at 3³⁰ O'clock P. M. Aug 31st A.D. 1889
 To E. Seed }
 John Divine } Recorded Aug 31st 1889

State of Mississippi }
 Madison County }

In consideration of One Hundred Dollars I convey + warrant specially to John Divine the N¹/₂ of N¹/₂ of Lot 2 on East street in the Town of Flora Miss. together with all improvements thereon.

Witness my signature this first day of Aug A. D. 1889
 E. J. Gaddis

State of Miss. }
 Madison County }

Personally appeared before the undersigned a Justice of the Peace for said county E. J. Gaddis who acknowledge that he signed and delivered the foregoing deed on the day + year therein mentioned

Witness my hand this 1st day of August A. D. 1889
 J. C. Hutson J. P.

Sallie W. Dinkins } Filed for Record Sept. 4th at 11³⁰ O'clock A. M. 1889
 To { Request to sell }
 W. O. Baldwin & Trustee } Recorded Sept 4th 1889
 Canton Miss. Aug 12th 1889
 W. O. Baldwin Esq }
 Canton Miss }

My Dear Sir You are Trustee in that Deed of Trust executed by Jno. J. Cameron to secure me recorded in the Chancery Clerks office of Madison Co. Miss in record Book U. V. Page 614. The debt secured by this deed of trust is still held + owned by me and is unpaid and I hereby request you to advertise the land by three written notices for sale as required by said Deed of Trust and enforce the same by a sale of the property therein described to satisfy the debt secured thereby

Yrs very Obedt
 Sallie W. Dinkins

Advertisements } Filed for Record 11³⁰ O'clock Sept 4th 1889
South Door Courthouse } Recorded Sept 4th 1889

Trustee Sale

The debt secured by that deed of trust executed by John J. Cameron to the undersigned as trustee to secure S. W. Dinkins which deed of trust is recorded in book V. U. page 614 of the record of Deeds for Madison County Miss. in the C. Laney Clerk's office remaining unpaid and J. W. O. Baldwin having been requested in writing by S. W. Dinkins the legal holder of said note to enforce said deed of trust and to see the property therein described to pay said debt and therefore by virtue of the powers vested in me by the terms of said deed of trust and in accordance with the law in such cases made & provided I do trustee in said deed of trust will on Tuesday the third day of September A.D. 1889 expose & sell for cash at public outcry to the highest bidder before the south door of the Courthouse in Canton Miss between the hours prescribed by law for sheriff's sales of land the following described lands situated in Madison County State of Mississippi to wit: S. 8 1/2 S. 8 1/4 & N. 1/2 E. 1/2 S. 8 1/4 Sec 29, & S. 6 1/4 sec 30, & N. 6 1/4 x E. 1/2 S. 8 1/4 & 8 1/2 S. 6 1/4 & N. 1/2 E. 1/2 S. 6 1/4 sec 31 & 8 1/2 N. 1/4 sec 32 all in T. 10, R. 3, East. these lands will be sold to satisfy the debt secured by said deed of trust etc. I will convey only such title as I am empowered by said deed of trust

Posted at south door

W. O. Baldwin

Court House

Trustee

aug 13th A.D. 1889

aug 13th 1889

Advertisements } Filed for Record 11³⁰ ^{O'clock} A.M. Sept 4th A.D. 1889
Post Office & } Recorded Sept 4th 1889
Lockett's mill }

Trustee sale

The debt secured by that deed of trust executed by J. W. J. Cameron to the undersigned as trustee to secure S. W. Dinkins which deed of trust is recorded in book V. U.

page 614 of the record of Deeds for Madison county, Miss. in the Chancery Court office remaining unpaid & J. O. Baldwin having been requested in writing by S. D. Dinkins the legal holder of said debt to enforce said deed of trust & to sell the property therein described to pay said debt now therefore by virtue of the powers vested in me by the terms of said deed of trust & in accordance with the law cases made & provided I as trustee in said deed of trust will on Tuesday the third day of September A.D. 1889 expose & sell for cash at public outcry to the highest bidder before the south door of the Courthouse in Canton Miss between the hours prescribed by law for Sheriff's sales of land the following lands situated in Madison County by State of Miss to wit S. 1/2 S. 1/4 & N 1/2 E 1/2 S. 1/4 sec. 29 & S. E 1/4 sec 30, & N E 1/4 & E 1/2 S. 1/4 & S 1/2 S E 1/4 & N 1/2 E 1/2 S E 1/4 sec 31, & S 1/2 N W 1/4 sec 32 all in T. 10. R. 3, East. These lands will be sold to satisfy the debt secured by said Deed of Trust etc. I will convey only such title as I am empowered by said deed of trust

Posted at Post Office in
Canton Miss August 13th 1889

J. O. Baldwin
Trustee
Aug 13/89

State of Mississippi }
Madison Co } Personally appeared before me H. V. Yauzee
Clerk of the Chancery Court in & for said Co. & State C. C. Dinkins
& J. H. Powell who upon oath state the triplicate & exact
copy of the within written notice was posted on the 13th day of
August 1889 at the mill known as "Lockett's mill" in
said Co. and State
I now to & subscribed before me }
this 2^d day Sept 1889 }
H. V. Yauzee }
Clerk, Clerk: }
J. H. Powell
C. C. Dinkins

J. no. J. Cameron by } Filed for Record at 11³⁰ O'clock A. M. Sept. 4th 1889
J. O. Baldwin Trustee }
To Deed } Recorded Sept 4th 1889
Sallie D. Dinkins }
Whereas J. no. J. Cameron executed a
deed of trust to J. O. Baldwin Trustee to secure S. D. Dinkins

in the payment of Fifteen hundred & fifty seven $6\frac{1}{100}$
 Dollars as set forth in their deed of trust recorded in
 Book U. U. Page 614 of the record for deeds for mad-
 ison County Mississippi. And whereas the debt secur-
 ed by said deed of trust has long since been past due
 & unpaid and whereas J. S. Dinkins the legal holder
 of the indebtedness secured by said deed of trust
 did on August 1st 1889 request in writing said N. O.
 Baldwin Trustee to sell the land hereinafter describ-
 ed and to enforce said deed of trust to satisfy
 said debt and whereas the said N. O. Baldwin Trust-
 ee in pursuance of said request did on August
 13th 1889 post three written notices one each at the
 south door of the Courthouse at the post office in Law-
 ton Miss and at the mill known as "Lockett's mill"
 in said county all three of which places or are pub-
 lic places in Madison County Mississippi which three
 written notices each stated the time of sale of the land
 hereinafter described would be on Tuesday the 3rd day
 of September A. D. 1889 between the hours prescribed
 by law for Sheriff's sale of land the place would
 be before the south door of the Courthouse in Lawton
 Miss and the terms would be at public outcry for
 cash to the highest bidder and whereas on this the
 3rd day of September A. D. 1889 the said N. O. Bal-
 dwin after having been so requested to sell & after hav-
 ing posted said three written notices as aforesaid for
 more than 20 days and after having complied with
 all the terms of said deed of trust & the law in such
 cases made & provided did offer for sale at public out-
 cry for cash to the highest bidder before the south door
 of the Courthouse in Lawton Miss at the hour of 12²⁰
 O'clock P. M. the land hereinafter described to satisfy the
 debt secured by said deed of trust and whereas at
 said time & sale J. Allen Dinkins appeared & bid
 for the said lands the sum of One Thousand & No
 law cash which was the highest bid for the same
 Now I therefore in consideration of the premises and
 the payment of said one thousand dollars cash in
 Law paid me by said J. Allen Dinkins the receipt

of which is hereby acknowledged I N. O. Baldwin Trustee as aforesaid do hereby convey & warrant unto the said Fattie W. Dinkins all the right title & interest of J no. I loan now conveyed to me by said deed of trust in the following described lands lying being & situated in Madison County State of Mississippi to wit: The $88\frac{1}{2}$ S. $28\frac{1}{4}$ & N $\frac{1}{2}$ E $\frac{1}{2}$ S. $28\frac{1}{4}$ sec 29, & S. E $\frac{1}{4}$ sec 30, & N. E. $\frac{1}{4}$ & E. $\frac{1}{2}$ S. $28\frac{1}{4}$ & $28\frac{1}{2}$ S. E. $\frac{1}{4}$ & N $\frac{1}{2}$ E $\frac{1}{2}$ S. E $\frac{1}{4}$ sec 31 & $28\frac{1}{2}$ N $28\frac{1}{4}$ sec 32 all in Township 10 Range 3 east.

Witness my hand & seal this the 2^d day of September A.D. 1889

N. O. Baldwin

Trustee

State of Mississippi }
 Madison County } Personally appeared before the undersigned
 ed Henry V. Yandell Clerk of the Chancery Court of the said
 county the within named N. O. Baldwin Trustee who ac
 knowledges that he signed and delivered the forego
 ing Deed on the day and year therein mentioned as
 his act and deed.

Given under my hand and official seal at office this 4th
 day of September A.D. 1889

H. V. Yandell Clerk
 H. V. Yandell D. C.

A. H. Bilbo and
 J. M. Bilbo
 To J. Deed
 Mary A. Lutz

Filed for record Sept. 7. 1889 at 11^h 5^m a.m.
 Recorded Sept 7. a. D. 1889.-

In consideration of nine hundred dollars to us paid by Mary A. Lutz the receipt of which in cash is hereby acknowledged we A. H. Bilbo & Jennie M. Bilbo (wife of said A. H.) do hereby convey & warrant to said Mary A. Lutz the following described tract of land in Madison County Mississippi to wit. all that tract of land that was conveyed to said A. H. Bilbo by R. H. Hoffmann by his deed dated Nov. 22. 1887 & recorded in Chancery Clerk's office Book "U. W." page 434. that lies west of the Illinois Central Rail Road also all that part of the tracts of land hereinafter described that lies north of lots 13 & 26 & north of north end of Frost Street according to the plat of Couch's addition to Canton recorded in

Book 2- page 434. in Chancery Clerks office of said County to wit the W/2 N/2 E/2 N E/4 Section 24. T. 9. Range 2 east less 2 1/2 acres & less lots 2. 9. 10. 11. 12. & 13. of said Couchs addition to Canton. and W/2 of 50 acres off of the South end of E/2 S E/4 Sec. 13. T. 9. R. 2. East less 5 acres off South end of same. Meaning hereby to convey to said Mary A Lutz all that part of the land that was conveyed to said A. H. Bilbo by Jackson Warren by his deed dated Janry 17. 1880 recorded in Book D. D. p. 156- that lies north of said lots 13 & 26 & north of the north end of said Frost Street. The warranty herein does not extend to that part of the Right of Way property as has been laid out & now used as a public road. The lands herein conveyed as estimated at fifty acres. To have & to hold the same to her the said Mary A Lutz her heirs & assigns forever.

Witness our hands this 7th day of September 1889.

A. H. Bilbo

J. M. Bilbo

State of Mississippi }
Madison County }

Personally appeared before me A. J. Bransford a Justice of the Peace in & for said County A. H. Bilbo & Jennie M. Bilbo wife of said A. H. who severally acknowledged that they signed & delivered the foregoing deed as their free act & deed.

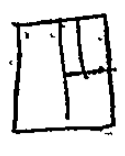
Witness my hand & seal this 7th day of Sept. 1889.

A. J. Bransford. J. P.

A. J. Warren ^{and} } Filed for Record Sept. 2^d at 4 o'clock P. M. AD. 1889
A. B. Warren }
J. B. Dea } Recorded Sept 7th AD. 1889
Uriah Penquite }

In consideration of the sum of six hundred and seventy six & 4/100 Dollars cash in hand paid us by Uriah Penquite the receipt of which is hereby acknowledged and the assumption & payment by said Penquite as they mature of the three notes mentioned & described in the deed of trust recorded in book J. J. page 529 et seq. of the record for deeds in Madison County said three notes to be paid by said Penquite according to their tenor and the said three notes to be so paid being for one hundred & twenty six dollars

The notes mentioned herein are
No. 1 to 3 in books
J. J. pages 525 & 526
of 7-7-89



+ one hundred & sixteen dollars & four hundred & sixty two dollars due respectively Decem ber 1st 1889 - Dec. 1st 1890 & Dec 1st 1891

we A. J. Warren and Anna B. Warren do here by convey & warrant unto the said Urial Penquite and to his heirs & assigns forever the following described lands lying & being in Madison County State of Mississippi to wit. The S 1/2 S 1/2 E 1/2 N. E. 1/4 & S E 1/4 & E 1/2 S 1/2 1/4 sec. 5. T. 9. R. 2. East. with all tenements hereditaments & appurtenances there unto belonging.

Witness our hands & seals this the 2nd day of Sept. A.D. 1889

A. J. Warren 
A. B. Warren 

State of Mississippi }
Madison County } Personally appeared before the undersigned Henry V. Yandee Clerk of the Chancery Court of the said County the within named A. J. Warren and A. B. Warren who acknowledge that they signed and delivered the foregoing Deed on the day and year there in mentioned as their act and deed.

Given under my hand and official seal at office this 2nd day of Sept A.D. 1889.

H. V. Yandee, Clerk

Lettie Sadler
Tom Winter and
Mollie Winters & Eddie Winters
To } Deed
Phil Bartley

Filed for record Sept 4. 1889 @ 9³⁰ AM
Recorded September 9. 1889.

In consideration of fifty dollars, ^{this day} paid us by Phil Bartley we this day convey & warrant to said Bartley the E/2 of Lot Fifteen in Couches addition to the City of Canton, in Madison County, Mississippi. this the 11th day of Sept. 1889.

Lettie ^{her}X Sadler
mark

Tom Winter
Mollie Winters
Eddie Winters.

State of Miss. }
Madison County }

Before me W. J. Bransford an acting Justice of the Peace for said County this day appeared the grantors in the above deed who acknowledged they signed & delivered this deed as their act and deed.

Given under my hand & signature the 4th Sept. 1889.
W. J. Bransford J. P.

Annie Orron ^{and}
James J. Orron
To E. D. P.
Dr. H. Powell Trustee
Use Trustee's Home
Mutual Building &
Loan Association

Filed for Record at 2:30 O'clock P. M. Sept 11th 1889

Recorded Sept 11th 1889

In consideration of Ten Dollars to us paid me Annie Orron & James J. Orron of the City of Canton in the County of Madison and State of Mississippi convey and warrant to Dr. H. Powell Trustee the lands situate lying and being in the City of Canton County of Madison and State of Mississippi described as Beginning at a point on the south side of Fulton Street 305 feet East of the eastern margin of Cameron Street said point of beginning lying at the North East corner of the lots owned by Texana Lewis and running thence east along the south side of Fulton Street 60 feet & thence south 200 feet & thence west 60 feet to the South East corner of lots of said Texana Lewis & thence north 200 feet to the point of beginning & being our present place of residence. In Trust nevertheless and for the following express use and purposes: Now if we or our heirs executors administrators or assigns shall sell and truly pay the sum of Six hundred Dollars due and owing by me to The Home Mutual Building and Loan Association of Canton Mississippi a corporation created by and existing under the laws of the State of Mississippi which said indebtedness is evidenced by an obligation in writing and

Sold by order of S. L. Powell my
Trustee
23/11/89

figures following to wit:

\$600⁰⁰/₁₀₀ Canton Miss. Sept 11th 1889

Whereas as a member of The Home Mutual Building And Loan Association of Canton Mississippi and holder of 3 shares of stock of the 2nd series I have obtained a loan from said Association of the sum of two hundred dollars upon each of said Shares of stock as required by its Act of incorporation and the amendments thereto and its Constitution and the rules and regulations adopted thereunder & I do hereby promise to pay to said Association in monthly installments on the first Tuesday in each and every month interest upon said loan at the rate of 8 per centum per annum and also on the first Tuesday in each and every month the sum of one dollar for monthly dues upon each of said Shares of stock and also such fines as shall be assessed against me in accordance with said acts of incorporation and the Constitution and rules and regulations adopted thereunder for any default I may make in the prompt and punctual payment of said installments of interest and monthly dues said payments to continue until the payments made to said Association on account of said 2nd series of stock for interest on loans and other receipts after deducting losses and expenses shall be sufficient to divide to each Shareholder the sum of two hundred dollars upon each Share of stock held in said Association. I further promise to pay immediately upon default in the payment of any installment of monthly dues or interest upon said loan or any part thereof to the said Association the sum of six hundred dollars together with all arrearages of monthly dues interest and fines due from me to said Association after deducting the value of said Shares of stock at the time of said default according to the rules and regulations of said Association.

signed Annie Queen

Now if me or our heirs executors administrators or assigns

I shall well and truly pay said obligation or when the same shall become due and payable and faithfully perform all of the undertakings and promises therein contained according to its tenor and effect and shall promptly and punctually pay the sum of one dollar upon each share of stock in said Association held by me on the first Tuesday in each and every month until each of said shares shall be equal in value to the sum of two hundred dollars and shall pay interest at the rate of 8 per cent. per annum upon said loan in monthly installments on the first Tuesday in each and every month and any fines assessed for defaults in the payment of the monthly dues and installments and interest as aforesaid in accordance with the rules and regulations of said Association and keep the buildings upon said premises at all times insured against destruction by fire for the benefit of said Association in such insurance companies as said Association acting through its Board of Directors shall designate for the sum of six hundred dollars and shall pay all lawful taxes and assessments made upon said premises or when the same shall become due and payable then this conveyance shall be void and of no effect and the estate hereby created shall cease and determine. But should I or my heirs executors administrators or assigns make default and fail to pay said monthly dues installments of interest and fines or any part thereof or fail to keep the buildings upon said premises insured against destruction by fire as hereinafore specified or to pay all lawful taxes and assessments upon said premises or when the same shall become due and payable according to law then and in that event the whole sum due according to the terms of said obligation in writing shall thereupon mature and become due and payable and thereupon the said Trustees hereinbefore named or either of them shall when requested by the said Home Mutual Building and Loan Association acting through its Board of Directors proceed to see said premises with the privileges and appurtenances thereto belonging

at public auction for cash before the south door of the Courthouse in Canton Miss. after giving thirty days notice of the time place and terms of said sale by advertisement in some newspaper published in said city. And out of the proceeds of said sale there shall first be paid the costs and commissions for making said sale second there shall be paid to the said Home Mutual Building and Loan Association its successors or assigns what ever sum or sums may then be due and payable upon said indebtedness and third the residue if any there be shall be paid over to me or my heirs administrators or assigns. And I hereby authorize and empower the said trustees or their successors in trust or either of them to adjourn said sale from time to time at their or his discretion by notice or publication at their or his discretion and it shall not be necessary for them or him to go to said place of sale to announce such adjournment. And if I shall fail to pay the insurance premiums and all lawful taxes and assessments made upon said premises or here the same shall become due and payable according to law I hereby authorize the Home Mutual Building and Loan Association to pay the same and the sum or sums so expended shall be added to and become part of the indebtedness herein secured to be paid payable on demand and draw interest at the rate of ten per cent. per annum from date of payment until the same shall be reimbursed to the said Association. The right to retain possession of said premises until default shall be made as afore said is hereby reserved if from death or any other cause either one or both of the Trustees hereinbefore named shall fail or refuse to execute this trust then the said Home Mutual Building and Loan Association acting through its Board of Directors is hereby authorized and empowered to select some proper person or persons to act in his or their stead and the acts of the person or persons so selected shall have like force and effect as if done by said parties of the second part

Witness our signatures this 11th Annie Owen
day of Sept 1889 James J. Owen

The State of Mississippi }
Madison County

Personally appeared before me H. V. Youdec Chancery Clerk of the County of Madison the within named Annie Owen ^{and} James J. Owen who acknowledged that They signed and delivered the foregoing Deed on the day and year therein mentioned Given under my hand this 11th day of September 1889.

H. V. Youdec Clerk
By G. W. Handy D. C.

Martha W. George } Filed for Record Sept 2nd AD. 1889 at 4³⁰ O'clk P. M.
To { Deed
W. B. Lockett Trustee } Recorded September 13th 1889
Joseph W. C. Cratie

This deed made this 2nd day of September 1889 between Martha W. George of the first part W. B. Lockett trustee as herein after named of the second part and Joseph W. C. Cratie of the third part witnesseth that said party of the first part in consideration of the loan of the sum of One hundred and fifty dollars made to her this day by said party of the third part which is evidenced by the promissory note of said party of the first part of even date herewith for said sum of money payable twelve months after the date of said note and bearing interest at the rate of ten per centum per annum until paid hath granted bargained sold & conveyed to said party of the second part the following described real estate situated in Canton County of Madison State of Mississippi beginning at the South west corner of the lot now owned & occupied by Horace Handy as a residence in Canton afore said & on Fulton street thence running north 128 feet thence west two hundred & forty feet thence south 128 feet to said Fulton street thence east 240 feet to the place of beginning except so much of said lot of ground as ^{was} heretofore conveyed by said party of the first part to said party of the second part by deed dated 22^d day of July 1887 & recorded in Chancery Clerk's office in Book U. U. p. 346 To Have & to hold said lot or parcel of ground & the buildings & improvements thereon unto the said party of the second part his success

The debt secured by this deed of land by this day being paid to H. V. Youdec in full and this deed of land is hereby cancelled and the same is returned & this is closed -
Nov. 25/90 - W. B. Lockett for W. B. Lockett - W. B. Lockett trustee

ors and assigns upon the following trust and condition namely that if said party of the first part shall well & truly pay said note & interest then this deed shall be void & of no effect but if said party of the first part shall fail to pay said note & interest when same becomes due then it shall be the duty of the said party of the second part upon request of the said party of the third part or of any legal holder of said note to advertise said property for sale before the South Door of the Court House in Canton afore said to the highest bidder for cash after having first advertised said property for sale by notice posted at said South door of said Court house for at least ten days prior to said sale and out of the proceeds of such sale said trustee shall first pay all expenses incident to said trust & sale and then he shall pay said note & all interest up to day of sale and if any balance shall remain he shall pay the same to said party of the first part or her assigns or legal representatives and if said party of the second part shall die or shall be absent from said County or if he shall refuse or fail from any cause whatever to execute the trust herein created then said party of the third part shall have power by writing signed by her to appoint another person to execute said trust & such person so appointed shall have all the rights powers & trusts hereby expressly conferred upon the said party of the second part.

Witness my signature this day year aforesaid

Witnesses

M. W. George

Amelia Drane

Jno Handy

State of Mississippi

Madison County

Personally appeared before the undersigned clerk of the Chancery Court the above named Jno Handy one of the subscribing witnesses to the foregoing deed who being first duly sworn deposed and said that he saw the above named Martha W. George whose name is subscribed thereto sign and deliver the same to the above named Deed in trust that he this deponent subscribed his name as a witness thereto in the presence of the said Martha W. George and that he saw the other subscribing witness Amelia Drane sign the same on the

presence of the said Martha N. George and in the presence of each other on the day and year therein named.

In testimony whereof witness my hand and seal of said Court this 2^d day of September A. D. 1889.

Hoy and see below
J. H. Handy D. C.

Mrs. Eliza Douglass Coleman }
To { Deed

Filed for Record Sept 6th A. D. 1889 at 12²⁰ o'clock P. M.

M. M. Cox and
S. E. B. McNeill
State of Miss
Madison County }

Recorded Sept 12th 1889.

Know all that for and in consideration of the natural love and affection I have for and do bear towards M. M. Cox and S. E. B. McNeill my grand daughters I hereby grant bargain sell and convey to them and their heirs and assigns forever the following described property in said County of Madison Miss 1/2 N 1/2 S 1/4 Sec 2 forty acres of land E side 1/2 E 1/2 of E 1/4 Sec 3 Twenty acres.

Witness my signature

Mrs. Eliza Douglass Coleman

State of Miss }
Madison County }

Personally appeared before the undersigned Justice of the Peace for said County Mrs. Eliza Douglass Coleman who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned now her act and deed

this August 15th 1889

A. C. Shaw J. P.

M. P. Shackelford }
To { Quit Claim

Filed for Record Sept 11th A. D. 1889 at 8³⁰ o'clock A. M.

Geo. G. Shackelford }

Recorded Sept 12th 1889

In consideration of ten dollars I hereby quit claim and release to George G. Shackelford that certain lot or parcel of ground situated in the city of Canton

Form book 7 R 1 E was omitted in the report of this deed - I find no recitation of the original deed that Form 7 R 1 Court is in the original. Witness my sig within this 14 April 1897

county of madison & state of Mississippi and described as
S 1/2 of N 1/2 of Lot No. 2 Square No 8 (Eight) and S 1/2 of E 1/2 of
Lot No 2 Square No 8 according to the plot of the town of Canton
except all the portion of the S 1/2 of N 1/2 of Lot No. 2 in
Square No (8) eig h t heretofore sold to John G. Wilson amounting
to a 3/4 interest in said lot.

Witness my hand this 10th day of Sept 1889

H. P. Shackelford

The State of Mississippi }
Madison County }

Personally appeared before me A. P.

Noill Mayor of Canton and Ex officio Justice of the Peace
the within named W^m P. Shackelford who acknowledged that
he signed and delivered the foregoing Quit Claim deed on
the day and year therein mentioned as his act and deed
Given under my hand this 10th day of Sept 1889

A. P. Noill

Mayor of Canton &
Ex officio J. P.

Mary B. Perkins
To Release & Waiver
The Br. & Am. Mtg Co.
(Limited)

Filed for Record at 10⁴² O'clock A. M. Sept 14th 1889

Recorded Sept 14th 1889

Whereas Arthur Perkins and Annie L.
Perkins have borrowed from the British and American mort-
gage company (Limited) Eighteen hundred & Ten Dollars
which is secured by a certain Trust Deed dated the 9th day of
September 1889 and recorded in Book "44" page 29 in the of-
fice of the Chancery Clerk of Madison Co Mississippi where
by the lands described in said Trust Deed are mortgaged
to secure the debt and interest therein named & evidenced
by the promissory notes therein set forth and among & which
lands are 15 acres off the south end of the East half of
south west quarter and 22 acres off the south end of
west half of south east quarter section twenty north west
quarter of north east quarter & twenty three acres in the north
east quarter of north west quarter of section twenty nine all
in Township Seven (7) Range two (2) east and whereas by a deed
made from Mary B. Perkins to Arthur Perkins dated 23rd day of

July 1887 & recorded 28th July 1887 in Book "Pl. W." p 349 the grantor Mary B. Perkins reserved an annuity of one hundred Dollars per annum for her board & washing.

It is therefore known all men by these presents that I Mary B. Perkins for and in consideration of the British & American mortgage Co. (Limited) making to the said Arthur & Annie L. Perkins the loan hereinbefore mentioned & for and in consideration of Ten Dollars to me in hand paid the receipt where of is hereby acknowledged do release remise and quit claim unto the British and American mortgage Co. (Ltd) all or any right title or interest I have in and to the said 15 acres off the south end of the East half of south west quarter & twenty two acres off the south end of west half of south east quarter of section twenty north west quarter of north east quarter and 23 acres in the north east quarter of north west quarter of section twenty nine all in Township seven Range two east. And do hereby waive in favor of this lien created by the Trust Deed herein mentioned to the said B & A. Mtg Co. (Ltd) all and any reservation of annuity board and washing reserved in said deed dated 20th July 1887 recorded in Book "Pl. W." p 349 but this release and waiver is only made in favor of the B & A. Mtg Co (Ltd) so that the lien of trust Deed herein mentioned shall be the first and only lien on the lands described in said Trust Deed.

In witness whereof I have this day set my hand and seal

M. B. Perkins

State of Mississippi }
County of Madison }

Personally appeared before me A. O. Sharr a Justice of the Peace in & for said county the within named Mary B. Perkins who acknowledged that she signed sealed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this 13th day of Sept. A. D. 1889.

A. O. Sharr
Justice of the Peace

By authority vested in [unclear]
 55 page 450. Same as the 99
 as given by [unclear] and dated [unclear]
 that date [unclear] 1901
 All [unclear] [unclear]
 by [unclear] [unclear]
 The time for the payment of the note embraced in the deed of part
 when and till [unclear] day of November 1896
 see Bank [unclear] pages 93-94
 All [unclear] [unclear]

Arthur Perkins
 To { D/R
 Albert R. Shattuck Trustee
 Vse. B.A. Mtge Co. (Ltd)

Filed for Record at 10:42 O'clock A.M. Sept 14th 1889
 Recorded Sept 16th 1889

This Indenture made and entered into this ninth day of September A.D. 1889 by and between Arthur Perkins and wife Annie L. Perkins of the county of Madison in the state of Mississippi of the first part Albert R. Shattuck of the City of New Orleans in the state of Louisiana of the second part as trustee and the British And American Mortgage Company Limited of the third part; Witnesseth that the parties of the first part for and in consideration of the sum of ten dollars to them in hand paid by said party of the second part the receipt whereof is hereby acknowledged and the considerations hereinafter stated have granted bargain'd sold conveyed warranted and delivered and do by these presents grant bargain sell convey warrant and deliver unto him the said party of the second part and his heirs successors and assigns all the following described real estate situated and lying in the county of Madison and state of Mississippi to wit:
 Fifteen acres off south end of East half of south west quarter and the south half of west half of south East quarter less eleven acres off north west corner and west half of south east quarter of south east quarter in section (20) township. Twenty three acres in north east corner of north west quarter and the west half of north East quarter less twenty two acres off south end and east half of north East quarter less twenty acres off south end in section twenty nine. North half of north west quarter's section twenty eight. Lot six (6) or west half of south east quarter section thirty-four, all in Township seven Range Two East Madison County Mississippi. To have and to hold all and singular the above described property together with all the buildings and improvements on said lands and therights privileges advantages and appurtenances thereunto belonging or in any wise appertaining to him said party of the second part and his heirs successors and assigns forever. This Indenture is intended as a deed of trust

Arthur Perkins for payment of Mississippi Note 1899 Liberty Bell Bank of St Louis 419
 All [unclear] [unclear]

This Book of trust renewed as per written agreement, said agreement recorded in Book of Page 214.
Said renewal being made for two years from Nov 1st 1897 - W. H. Keays, Clerk

for the following uses and purposes to wit: Whereas said Arthur Perkins & Annie L. Perkins of the first part are jointly & severally indebted to said British And American mortgage Company Limited in the sum of Eighteen Hundred dollars for money lent as evidenced by the five promissory notes of said Arthur Perkins of the first part dated the ninth day of September A. D. 1889 and to become due as follows to wit:

- One note for \$180 - One Hundred & eighty dollars due November 1st 1890 (fixed)
- One note for \$180 - One Hundred & eighty dollars due " 1st 1891 (fixed)
- One note for \$180 - One Hundred & eighty dollars due " 1st 1892 (fixed)
- One note for \$180 - One Hundred & eighty dollars due " 1st 1893 (fixed)
- One note for \$1080 - Ten Hundred & eighty dollars due " 1st 1894 (fixed)

Bearing interest at the rate of ten per cent. per annum from maturity until paid and for the payment of the interest thereon accruing before maturity of said principal notes five interest notes have been executed under the same date to become due as follows to wit:

- One note for \$206 - Two Hundred & six dollars due November 1st 1890 (fixed)
- One note for \$162 - One Hundred & sixty two dollars due " 1st 1891 (fixed)
- One note for \$144 - One Hundred & forty four dollars due " 1st 1892 (fixed)
- One note for \$126 - One Hundred & twenty six dollars due " 1st 1893 (fixed)
- One note for \$108 - One Hundred & eight dollars due " 1st 1894 (fixed)

All of which both principal and interest notes are payable in United States Gold Coin of the present standard of weight and fineness to the British and American mortgage Company (Limited) at the Louisiana National Bank of New Orleans La. and are all with their accruing interest intended to be secured by this conveyance. And whereas it is understood and agreed that said Arthur Perkins of the first part will promptly pay all taxes assessments and charges that are or would become due upon said property as the same may be due and payable and will keep the buildings and machinery situated on said lands insured for the full term of this conveyance in some responsible company or companies satisfactory to the said party of the third part in the sum of _____ dollars and will assign and deliver said policies of insurance to said party of the second part for the use and benefit of said party of the third part and all and any per

sons interested in the debts secured herein and that if said Arthur Perkins of the first part shall fail to obtain or keep up said insurance or shall fail to assign and deliver said policies of insurance to said party of the second part within ten days from the execution of this indenture or shall fail to pay any of the taxes assessments or other legal charges upon said property or how they become due or shall permit the same to be sold therefor or forfeited for any reason then said party of the third part or any of its successors or assigns or any person or persons interested in any of the debts hereby secured shall be entitled to obtain said insurance and to pay said taxes assessments and other legal charges and in case of sale redemption said property and all moneys so paid and all expenses incurred therein and thereby and all payments made at the option of said party of the third part or by any person interested as aforesaid for insurance by reason of any failure of Arthur Perkins of the first part to obtain or keep up the insurance or to assign and deliver said policies as hereinbefore provided and all attorney's fees fixed at five per centum on the amount in suit in the event of litigation shall be a part of the principal debt secured by this instrument and shall respectively bear interest at the rate of ten per cent. per annum from date of payment thereof or liability incurred therefor by the creditor but the amount so paid for premiums on insurance shall not exceed in any one year the sum of — dollars.

Now it is further understood and agreed that if default be made in any payment of any indebtedness herein provided for when the same may become due and demandable then the whole of the indebtedness secured in and by this instrument may at the option of said party of the third part or its assigns and without notice to said Arthur Perkins of the first part be declared due and payable and it may proceed to enforce this Deed of Trust as hereinafter provided or at its option in statute proceedings respectively for the collection at law or in equity of such amounts as may be then unpaid. And the said Arthur Perkins party of the first part does hereby waive and renounce any and all rights of appraisement redemption and time

stead. Now it is mutually agreed between the parties
 hereto that if the said Arthur Perkins of the first part
 shall well and truly keep and perform all the cove-
 nants and agreements above set forth and well and
 truly pay off and discharge all the notes and other in-
 debtedness secured and intended to be secured herein
 then this conveyance shall be null and void but other-
 wise it shall remain in full force and effect. If de-
 fault is made in the payment of any of the debts above
 described or any portion thereof or here due or if any
 of the covenants and agreements herein set forth
 are not kept then the said party of the second
 part or here so requested by the party of the third part
 or any holder of said note or notes or by any person
 interested in the other debts herein provided for may
 take possession of said property and sell the
 same in bulk at his option or so much thereof in
 parcels as may be necessary to meet said indebted-
 ness and the expense of executing this trust includ-
 ing a commission of five percent. for his individ-
 ual services at the door of the Courthouse in
 said county of madison by public auction to
 the highest bidder for each twenty days previ-
 ous notice of the time place and terms of such
 sale having been first given in some newspa-
 per published in the county of madison by at
 least two insertions the last insertion not to be
 less than one week before the day of sale or by
 notices posted up one at the Courthouse door
 and at two other public places in said county
 said sale to be made on some day fixed by said
 party of the second part and to be made between the
 hours of ten o'clock in the forenoon and three o'clock
 in the afternoon full power and authority being here-
 by expressly granted and conferred upon said
 party of the second part or his successors to make
 and execute and deliver all necessary deeds of
 conveyance for the purpose of vesting in the pur-
 chaser or purchasers thereof good and sufficient
 title to the land so sold the usual recitals

herein shall be received in all courts of law or equity as full and sufficient proof of the matters therein stated and at such sale any of the parties hereto may become a purchaser or purchasers and the proceeds of such sale shall be applied first to the payment of the costs and expenses of executing this trust including the commissions of said party of the second part and five per cent. for the creditors attorneys fees in the event of litigation second to the payment of the debt due said party of the third part its successors or assigns and the remainder if any there be shall be paid to said Arthur Perkins of the first part. In case of the refusal or neglect or incompetency to act of said trustee or his absence from the state or his decease then said party of the third part or any holder of said note or notes or their legal representative can at any time they may desire appoint a trustee in the place of said party of the second part or any succeeding trustee or those acts done in the premises shall be of the same validity as if done by the trustee hereinbefore named and should the said trustee at any time believe said property or any part thereof endangered as a security for the indebtedness of the said party of the first part to the said party of the third part he may take the same or any part thereof into his possession and hold it until said indebtedness is paid or until said property is sold as aforesaid but until demanded by the trustee for any of the purposes aforesaid said party of the first part may hold the same but nothing in this indenture contained shall be construed as requiring the trustee to take or have actual possession of any of said property before being authorized to sell the same as hereinbefore mentioned. It is further expressly covenanted and agreed that if a sale shall be made under the provisions of this deed of trust then the party of the first part his assigns or legal representatives may be in possession of said premises at the time of said sale

shall become from the day of such sale the ten
 ant or tenants at will of the purchaser and
 shall and will remove at any time thereafter
 upon ten days notice from said purchaser and
 will pay him the reasonable rental value of said
 premises from the day of such sale to the day of
 such removal it is further understood and a
 greed that this instrument and the notes there
 in referred to shall be construed and governed
 by the laws of the state of mississippi notwithstand
 ing a different place of payment may be named.
 In witness whereof the said parties of the first part have
 hereunto set their hands this 13th September A.D. 1889

Arthur Perkins
 Annie L. Perkins

State of miss }
 County of madison }

Personally appeared before me A. C.
 I have a Justice of the Peace for said county Ar
 thur Perkins and wife Anna L. Perkins (the wife
 in named) who acknowledged that they signed
 and delivered the foregoing instrument on the day
 and year therein mentioned.
 Given under my hand this 13th day of September
 A.D. 1889

A. C. I have Justice
 of the Peace

B. F. Garrett }
 So { Deed }
 Phillip Bartley }

Filed for Record at 10 o'clock A. M. Sept 16th A.D. 1889

Recorded: Sept. 16th 1889

In consideration of Three hundred & fifty dollars
 to me paid by Phillip Bartley I B. F. Garrett do hereby con
 vey & warrant to said Phillip Bartley one undivided one
 fourth of that certain real estate in Canton madis
 son County miss. described as follows to wit Lot eight
 (8) in square three (3) according to the original plot
 of the city of Canton & designated as Lot no. (51) Fif
 ty one on the map of J. P. George of said city said
 property is known as the "Singleton House"

Witness my hand this 16th day of September 1889
B. J. Garrett

State of Mississippi }
Madison County }

Personally appeared before the undersigned Henry V. Yandell Clerk of the Chancery Court of the said county the within named B. J. Garrett who acknowledges that he signed and delivered the foregoing Deed on the day and year there in mentioned as his act and deed.

Given under my hand and Official seal at office this 16th day of Sept A. D. 1889
H. V. Yandell

R. Or. Levy } Filed for Record Sept 16, A. D. 1889 2 P.M.
To J. Dea }
Alliance Mills } Recorded Sept 17th A. D. 1889
Company }

This Indenture executed this the second day of September A. D. 1889 by and between R. Or. Levy party of the first part and, The Alliance Manufacturing Company of Mississippi party of the second part is to witnes: That for and in consideration of the sum of Fifty Seven hundred dollars cash in hand paid, the said party of the first part, by the said parties of the second part the receipt of which is hereby acknowledged, the said party of the first part does hereby convey & warrant unto the said parties of the second part, their heirs assigns and successors, the following described real, personal & mixed, property, situated being and lying in the County of Madison, State of Mississippi "to wit". That property formerly known as the "Lawton Cotton Company" and latterly as the "Gilman Mills Company" and being 28 1/2 acres of land off of the E 1/2, or 1/2 or 3/4 sec. 7 T. 9 R. 3 E. lying East of the Illinois Central Rail Road line (formerly the Chicago St Louis & New Orleans Rail Road Line and prior to that as the Mississippi Central Rail Road Line) and which is all that portion of said E 1/2 or 1/2 or 3/4 sec 7 T. 9 R. 3 East as lies east of said Rail Road line and being further described as 28 1/2 acres of land in Lot no 5, as laid off in the Division of the lands of Emily,

a Lockett deed which lies East of said rail road line
 and being the same land as conveyed by Julia a Sommes
 and husband to the Canton Cotton Company in 1870
 and by the Canton Cotton Company to the R. Fearn
 Trustees recorded in Book X page 410 of the records of
 said County and by said Fearn Trustees to J. J. Gilman
 and others recorded in Book P.P. Page 331, and by said
 Gilman and others conveyed by Deed to David Este Reynolds
 and John Davidson recorded in book P.P. page 224, and
 by said Gilman and others to said Reynolds and Davidson
 recorded in book P.P. page 229 and by John Davidson
 to David Este Reynolds recorded in Book 2.2 page 205
 and by David Este Reynolds to Mary Stewart Davidson
 wife of David Este Reynolds recorded in Book 44 page 114
 together with all tenements hereditaments and appurtenances
 thereunto belonging or in any wise appertaining and all
 interests in Charters incorporation, powers, privileges, rights,
 exemptions, franchises, &c. appertaining or belonging to the
 Company's heretofore known as the Canton Cotton Company
 and to the Company known as the Gilman Mills Co.
 and to said party of the first part under the
 general laws of the State of Mississippi used
 especially under the act of the Legislature of said
 State approved on July the 9th 1870 Incorporating
 the Canton Cotton Co. and published in the
 acts of Legislature of said State in 1870 page
 189. And under the act of Legislature of said State
 approved March the 11th 1874 Incorporating the
 Gilman Mills Co. of Madison County and under
 act of March 5th 1880, intitled an act to amend
 an act incorporating the Gilman Mills Co. of Madison
 Co. Mississippi and all other rights interests or
 powers tenements or conveyances that I may have
 in or unto said property above conveyed to have
 and to hold unto the said Alliance manufact-
 uring Company of Mississippi their heirs, executors
 administrators or assigns or successors forever,
 Witness my hand and seal on the day and year
 first above written

R. M. Levy

Seal

State of Louisiana }
Parish of Orleans }

Personally appeared before me the undersigned an acting Commissioner for Mississippi in and for the said Parish & State Attorney to me known as the signer of the foregoing deed who acknowledged that he signed sealed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed given under my hand and official seal this 2nd day of September A.D. 1889

J. G. Eustis

Commissioner for Mississippi



Esau Orea
and Orea
Jean Orea
Trustees of Trust
S. B. Blain "Trustee"
To Secure
M. R. Nelson

Filed for record Sept 16 A.D. 1889

Recorded Sept 14th A.D. 1889

This deed of trust and agreement made this the 27th day of June A.D. 1889. witness that whereas, Esau Orea and wife Jean Orea, parties of the first part now indebted to, M. R. Nelson of Goodman Miss in the sum of Four hundred thirty one $\frac{44}{100}$ Dollars on a promissory note bearing even date herewith and due on the first day of November 1889. And whereas said parties of the first part requests said, M. R. Nelson, to advance them money supplies and merchandise, during the year 1889 and, whereas said parties, of the first part 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, S. B. Blain "Trustee", do hereby bargain sell and convey to said Trustee, the property being in Madison County Mississippi, and described as follows: A certain tract of land, described as follows. West $\frac{1}{2}$ of S E $\frac{1}{4}$ and, E $\frac{1}{2}$ of S or $\frac{1}{4}$ less 30 acres of the north end Sect 21 T. 12, range 4. E. 130 acres more or less and also a certain tract of land to "wit" E $\frac{1}{2}$ of S E $\frac{1}{4}$. Sec 21 T. 12, R 4. E. Containing, 80 acres more or less all of it

Satisfy by bonds recorded - Remitted about 1881. page 402
W. G. Russell

Situated in Madison County, State of Mississippi
 one blk horse mule 12 years old called John, one white and
 Black Cow and calf and increase, one white and yellow
 with calf and increase, one two horse wagon, and all
 of our crops of cotton, corn, fodder, cottonseed, and all
 other agricultural products, which shall be grown by
 us and by hands hired, during the present season
 1889 and also (650) of lint cotton for rent of part of the
 land and one light yellow cow with calf and increase.
 The title to which unto said Trustee, or any Successor we
 warrant and agree to forever to defend; in Trust however,
 that if said parties of the first part shall, on or before the
 first day of November 1889 pay what may be due said
 W. R. Nelson 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 then having given eight days
 notice of the time, place and terms of sale, by posting
 in two or more public places in Madison County
 Miss, sell said property or a sufficient thereof to make said
 payments for cash at public auction, at Goodman or on
 the premises. And said W. R. Nelson or his assigns or
 legal representatives, can at any time, he may desire,
 appoint a trustee in place of said S. B. Blair 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 the said payments are made
 or the said property is sold as aforesaid; but until de-
 manded by the Trustee for either of these purposes aforesaid
 said parties of the first part can hold the same. In
 Testimony whereof said Esau Orea and Jean Orea
 have hereunto set their hands and seals

State of Mississippi

Holms County I Personally appeared before me W. S. Harmon
 Com, in Chancery for said County the within named Esau Orea & Jean
 Orea who solemnly acknowledged that they signed sealed and delivered
 the foregoing deed of trust and agreement and at the time therein
 named, as their act and deed. Given under my hand & seal of
 office this 27th day of June 1889
 W. S. Harmon Commissioner or
 Chancery, Holms Co. Miss

Esau ^{his} Orea

Jean ^{her} Orea

Angie Tols }
 To } Deed } Filed for Record Sept 18 ad. 1889
 Jno. Prohner } Recorded Sept 18 ad. 1889

In consideration of the sum of three hundred and seventy five Dollars, to me paid by Jno. Prohner the receipt where of is hereby acknowledged, I Angie Tols widow of Dr. S. H. Tols do hereby convey & warrant to ^{quity} John Prohner that certain house & Lot fronting on south side of Cameron Street just outside the western limits of the City of Canton & west of the I. C. Rail Road on which I now reside, said lot 66 8/10 ft front & running back 400 ft south to line of academy st, said lot being the same, as conveyed to said Angie Tols by Jno. T. Cameron by his deed dated Dec 12th 1876 & recorded in Chancery Clerk's office Book L. L. P. 345, to have and to hold the same to him the said Jno Prohner his heirs & assigns forever.

Witness my hand this 16th day of September 1889

Angie Tols

State of Mississippi
 Madison County

Personally appeared before the undersigned Henry V Gardner Clerk of the Chancery Court of the said County the within named Angie Tols, who acknowledges that she signed and delivered the foregoing deed on the day and year therein mentioned as her act and deed

Given under my hand and official seal at office of office at office This 18th day of September 1889

H. V. Gardner Clerk

G. R. Kempf et al } Filed for record Sept 25th a. D. 1889.
 To of War. Deed } at 3 o'clk P. M.
 Alliance Manufacturing } Recorded Sept 26th a. D. 1889.
 Company of Mississippi }

Whereas the Alliance Manufacturing Company of Mississippi has purchased the 28 1/2 acres known as the "Factory Property" near Canton Miss. and whereas we are interested in other lands near by and feel by said purchase that the value of our lands will be enhanced, and whereas we are interested in the welfare & prosperity of said Alliance Manufacturing Company Now therefore in consideration of the premises and one dollar cash in hand paid us by said Company the receipt of which is hereby acknowledged we G. R. Kempf and Virginia L. Kempf and Minnie Barrington do hereby convey & warrant unto the said Alliance Manufacturing Company of Mississippi its successors & assigns the following described real estate situate lying & being in Madison County State of Mississippi to wit: - all of that portion of the N/2 E/2 SW/4 Sec. 7 Town 9 Range 3 East as lies West of the Canton & Moores Bluff Road -

Witness our hands & seals this the 7th day of September a. D. 1889.

The words "and Minnie Barrington" inserted before signing & delivery State of Mississippi }
 Madison County } S.S.

V. L. Kempf Seal
 Minnie Barrington Seal
 G. R. Kempf Seal

Personally appeared before the undersigned Henry V. Yandell Clerk of the Chancery Court of the said County the within named V. L. Kempf Minnie Barrington and G. R. Kempf who acknowledge that they signed & delivered the foregoing deed on the day and year therein mentioned as their act and deed.

Given under my hand and official seal at office this 25th day of Sept 1889

Seal

H. V. Yandell Clerk
 W. Y. Hardy D.C.

John H. McKay &
 Cornelia P. McKay wife
 To
 H. P. Churchill Trustee
 To secure
 Equitable Mortgage Co.

Filed for record 30th August A.D. 1889
 at 8 o'clock a.m.
 Recorded September 27th 1889.

This indenture made this Twentieth day of August A.D. One Thousand Eight hundred and eighty nine by and between John H. McKay and Cornelia P. McKay husband and wife of the County of Madison State of Mississippi party of the first part and H. P. Churchill Trustee herein, of the County of Jackson State of Missouri party of the second part and the Equitable Mortgage Company of Kansas City Missouri party of the third part - Witnesseth that the said party of the first part in consideration of the debt and trust hereinafter mentioned and created, and of the sum of one dollar to the said first party paid by the said party of the second part the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and sell convey and confirm unto the said party of the second part, the following described Real estate situated in the County of Madison in the State of Mississippi to wit:- The South half of the East half of the South east quarter of Section Seven, the South half of the West half of the South west quarter (and ten acres off the South east corner of the South west quarter of Section Eight. the South half of the East half of the North West quarter, the West half of the North east quarter and the north half of the East half of the North West quarter, East of the Illinois Central Railroad of Section Seventeen. All in Township Seven of Range Two East and containing in the aggregate Two hundred and Fifty acres more or less. - and possession of said premises now deliver unto said party of the second part To have and to hold the same, together with all and singular the tenements hereditaments appurtenances, rights, privileges, rents and profits thereunto belonging or in anywise appertaining, and all machinery now upon, or which may be hereafter put upon, said premises whether attached or detached to the said party of the second part, and to his successors hereinafter designated forever - the said party of the first part hereby covenanting with said party of the second part for the use and benefit of the said party of the third part its successors and assigns that they are lawfully seized of an indefeasible estate in fee in said premises, that they have good right to convey the same, that said premises are free and clear of

Validated in full this 6th Aug 1892 at per Power of attorney of this date
 Recorded in Book A. C. Page 48
 James P. Smith Clerk

all liens and encumbrances, and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever, hereby expressly releasing and conveying all rights of dower or homestead in said premises. - In trust however for the following purposes. Whereas the said party of the first part is justly indebted unto the said party of the third part in the sum of Thirty four Hundred Thirty eight ⁸⁹/₁₀₀ Dollars according to the tenor and effect of Five certain promissory notes of even date herewith duly executed by the said party of the first part, and payable in Gold coin of the United States or its equivalent to the order of the Equitable Mortgage Company at its office in New York City, State of New York, with interest thereon from the maturities thereof at the rate of Ten per cent per annum payable annually, according to the dates, and for the amounts of said notes as follows: -

No. 1. Due December 1st 1890 for \$ 313 ⁸⁹/₁₀₀

No. 2. Due December 1st 1891 for \$ 875 ⁰⁰/₁₀₀

No. 3. Due December 1st 1892 for \$ 812 ⁵⁰/₁₀₀

No. 4. Due December 1st 1893 for \$ 750 ⁰⁰/₁₀₀

No. 5. Due December 1st 1894 for \$ 687 ⁵⁰/₁₀₀

And whereas said party of the first part agrees with said party of the third part and the endorsees or assignees of said promissory notes and each of them, to pay all taxes and assessments, general and special against said land and improvements, when due or within the time required by law, and also to keep the improvements upon said land in good repair and constantly insured in such companies as said third party may approve of, until said notes be paid for the sum of at least Twenty two hundred Dollars, and the policy or policies thereof constantly assigned or pledged and delivered to said party of the third part or to the legal holder of said note for further securing the payment of said note with power to demand, receive and collect any and all moneys becoming payable thereunder and apply the same toward the payment of said notes unless otherwise paid, and also to keep said land and improvements thereon free from all statutory lien claims of every kind, and also to protect the title and possession of said premises so that this Deed of Trust shall be a first lien thereon until said debt is paid, and if any or either of said agreements be not performed as aforesaid, then said party of the third part or said endorsees or assignees or any of them may pay such taxes and assessments, and may effect such insurance for said purpose paying the cost thereof, and may also pay the final judgment for any statutory lien claim, and may protect the title or possession of said land

including all costs and attorneys fees, and for the repayment of all moneys paid in the premises with interest thereon from the time of payment at the rate of ten per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said notes. - Now if said notes be paid when due and said agreements be faithfully performed as aforesaid then these presents shall be void, and the property hereinbefore conveyed shall be released at the cost of said party of the first part, but if default be made in the payment of any of said notes or any part thereof when due, or in the faithful performance of any or either of the agreements as aforesaid, or if this deed of trust or the debts or notes hereby secured, shall be taxed under any existing laws of the State of Mississippi, or any laws hereafter passed, then the whole amount of said notes shall, at the option of the holder of said notes become immediately due and payable without notice to said first party, and this deed shall remain in force, and the said party of the second part, or such person as the said party of the third part or its successors or assigns shall appoint Trustee in his place by a duly executed deed of appointment duly recorded in the County in which the land therein described is situated (who shall thereupon become his successor to the title to said property, and the same become vested in him in trust for the purposes and objects of these presents, and with all the powers, duties and obligations thereof) may at the request of the holder of said notes proceed to sell the property hereinbefore described, and any and every part thereof, and all right and equity of redemption of the said party of the first part and the heirs executors or assigns of said first party therein at public vendue, to the highest bidder at the front door of the Court House in the County of Madison and State of Mississippi first giving twenty days public notice of the time terms and place of sale, and of the property to be sold, by advertisement in some newspaper printed and published in the County in which the land is situated or by posting written notices thereof in at least three public places in such County one of which shall be at the Court House door of such County, and the said Trustee may adjourn the sale from time to time, in his discretion, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the non payment of the money hereby secured to be paid, existence of the indebtedness so secured,

notice by advertisement or posting of notices, sale, the receipt of the money (and the appointment whereby such other Trustee may become successor as herein provided) shall be prima facie evidence of the truth of such statement or recital, and the said Trustee shall receive the proceeds of said sale out of which he shall pay first the cost and expenses of executing this trust including five per cent upon the amount of said notes as compensation to the Trustee for his services, and a sum equal to ten per cent of the amount of said notes as solicitors fee, and next to said third party or the endorsees or assignees of said promissory notes upon the usual vouchers therefor, all moneys paid for insurance and taxes and judgment upon statutory lien claims, and costs and interest thereon as hereinbefore provided for, and next all of said notes then due and unpaid including interest then due thereon, and next the principal of such of said notes as are not due at the time of sale, with interest up to the time of such payment, and if not enough therefor then apply what remains. The balance of such proceeds if any shall be paid to the said party of the first part or the legal representatives of said first party, and the said party of the second part covenants faithfully to perform the trust herein created. And the said party of the second part hereby lets the said premises to said party of the first part until a sale be had under the foregoing provisions therefor, upon the following terms as conditions thereof to wit: The said party of the first part, and any and all persons claiming or possessing such premises, and any part thereof, by through or under said first party, shall or will pay rent therefor during said term at the rate of one cent per month payable monthly upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof sold under said provisions to said party of the second part his successors, or the purchaser thereof under such sale within ten days after the making of such sale, and without notice or demand therefor. This Deed of Trust and the notes secured thereby shall be construed according to the laws of the State of Mississippi.

In witness whereof The said parties of the first part have hereunto set their hands the day and year first above written.

J. H. McStay
C. P. McStay

State of Mississippi } s.s.
Madison County }

Personally appeared before me H. V. Gandell Clerk of the Chancery Court the within named John H. McStay and Cornelia P. McStay husband and wife who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 30th day of August A.D. 1889
H. V. Gandell: Chancery Clerk

Seal

L. A. Thigpen
To & Recd.

J. C. Nicholas

Filed for Record at 8 o'clock a.m. Sept 30th A.D. 1889

Recorded Oct 1st 1889

In consideration of the sum of One hundred dollars I convey and warrant to J. C. Nicholas the land described as the $7\frac{1}{2}$ & $7\frac{1}{4}$ less twelve acres south of Livingstone and Bromoville dirt road in section 22, Township 8 Range 1 West. all in Madison County and state of Mississippi

Witness my signature this 21st day of Sept^r 1889

L. A. Thigpen

State of Mississippi
Madison County

Personally appeared before me the undersigned a Justice of the Peace in and for said county, the within named L. A. Thigpen who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed. Given under my hand this 21 day of Sept. 1889

J. C. Hutson Mayor & Ex-officio J. P. 2nd Dist Madison County

Milly Hoy

Isaac Hoy

To & Recd.

Sallie Scott

State Miss

Madison County

Filed for Record at 8 o'clock a.m. Sept 26th A.D. 1889

Recorded Oct 1st 1889

Know all men by these presents that Milly Hoy and husband Isaac Hoy for and in consideration of the sum of \$35.00 thirty five dollars to us in hand paid the receipt of which is acknowledged have this day given granted bargained sold and conveyed and do hereby grant bargain sell and convey to Sallie Scott all that tract or parcel of land situate lying and being in the Town of Madison in the County of Madison and state of Miss particularly described as fractional lots nos. (17) Seventeen and (18) eighteen in block A of the map of Lemark which is herewith transferred to the said Sallie Scott to have and to hold with all its appurtenances to her the said Sallie Scott her heirs and assigns for so

er and that they will forever warrant and defend the title of the aforesaid land to her the said Grantor herein and assigns against all lawful claims or later in testimony whereof the said Grantors herein have hereunto affixed their names and seals this 24th day of September A.D. 1889

Willy ^{her} ~~x~~ Hoy
 Isaac ^{mark} ~~x~~ Hoy

seal

seal

State of Miss }
 Madison County }

Personally appeared before me A. C. Shaw an acting Justice of the Peace for said County Willy Hoy and his husband Isaac Hoy who acknowledged they signed sealed and delivered the foregoing deed as their voluntary act and deed on the day and year therein mentioned.

Witness my hand this September 24th A.D. 1889

A. C. Shaw
 Justice of the Peace

Mrs. Mary E. Stewart }
 To } deed
 Chris Olsen }

Filed for Record at 9 o'clock A.M. Sept 30th A.D. 1889

Recorded Oct 3rd 1889

This indenture made and entered into this 28th day of September A.D. 1889 between Mrs. Mary E. Stewart of the first part and Christian Olsen of the second part witnesses that the said Mary E. Stewart for and in consideration of the assumption by said Olsen of all the liabilities of the late firm of Stewart & Olsen who did a public ginning and milling business in the city of Canton Mississippi except one account due one Willie Stewart of about forty dollars which Mrs. Mary E. Stewart is to pay and for the further consideration of sixteen hundred dollars two hundred dollars of which has been paid me this day by said Olsen in cash receipt whereof is hereby acknowledged the other fourteen hundred dollars to be paid in two years from date hereof as evidenced by the promissory note of said C. Olsen for that amount payable to Mrs. Mary E. Stewart or order on the 28th of Sept. 1891

Satisfied in full this 4th day of January 1892.

M. E. Stewart

with interest from the 1st of January 1890 at the rate of ten per cent. per annum has this day and does by these presents bargain sell convey and warrant & assign unto the said C. Olsen and his heirs forever all the notes accounts & choses in action belonging to the late firm of Stewart & Olsen Also an undivided one half interest in the following land lying and being in the city of Canton State of Mississippi to wit. commencing at the north East corner of a lot owned by Carrace Smith on the south side of Peace St. Thence along the south side of Peace East 75 feet to an alley Thence south 400 ft to Fulton St. Thence west along the north side of Fulton St. 75 feet. Thence north 400 feet to point of Beginning on Peace St. It Being Lot no 21 on map of City of Canton by J. P. George and known as the old Jones & Stewart mill site and lately owned and occupied by Stewart & Olsen as a public gin & grist mill together with all the Engines mills gins & grainig and all other machinery of all kinds now on said lot or belonging to said mill and all other improvements on said lot or whatsoever to have and to hold unto the said C. Olsen and his heirs forever. It is further agreed between the parties to this instrument that C. Olsen may if he so desire pay the note above described or any part thereof on the 1st of January A.D. 1890 or 1st January 1891 and the interest shall stop running on the amount so paid.

In testimony whereof I have hereunto set my signature this 28th Sept 1889.

M. E. Stewart

State of Mississippi }
 Madison County } Personally appeared before the undersigned Notary Public for the City of Canton County & State aforesaid Mrs. Mary Elizabeth Stewart who acknowledged that she signed and delivered the foregoing deed as her act and deed on the day and year therein mentioned and for the purposes therein expressed.

Witness my hand and official seal this 28th day Sept 1889

Robt Powell
 Notary Public.



H. V. Yandell
Commissioner
To: Deed
M. Y. Stone

Filed for Record Octo 2nd 1889 at 4 P.M.
Recorded Octo 3rd 1889 -

By virtue of a decree of the Chancery Court of Madison County, State of Mississippi, I Henry V. Yandell Clerk of the Chancery Court, and Commissioner appointed under said decree do hereby convey unto M. Y. Stone the following described lands, to wit: 25 acres in N. E. corner of Sec. 36 T. 9 R. 1. E. and $W\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 31 T. 9 R. 2. E. and also so much of North side of S.E $\frac{1}{4}$ of Sec. 36 T. 9 R. 1. E. as lies North of public road leading from Canton to the town of Livingston in said County. Reference is hereby made to said decree as being recorded in Book No. 5 page 41 of the minutes of said Court. Witness my signature this the 2nd day of October A. D. 1889 -

H. V. Yandell
Commissioner

State of Mississippi } ss.
Madison County }

Personally appeared before the undersigned M. Allen Clerk of the Circuit Court of the said County the within named H. V. Yandell who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal at office this 2nd day of October A. D. 1889 -

M. Allen Clerk

Jno. E. Nales
To: Deed

Filed for Record at 11 O'clock a.m. Oct 4th A.M. 1889

James Nales

Recorded Oct 4th 1889

In consideration of One Hundred dollars in hand paid the receipt whereof is hereby acknowledged I convey and warrant to James Nales the following land situated in Madison County State of Mississippi and described as follows the north $\frac{1}{2}$ East $\frac{1}{2}$ of north East $\frac{1}{4}$ of section eleven and twenty six acres in south $\frac{1}{2}$ of west $\frac{1}{2}$ of north west $\frac{1}{4}$ in section twelve of Rail Road also ten (10) acres in the southern part of the south $\frac{1}{2}$ of the East $\frac{1}{2}$ of south East $\frac{1}{4}$ in section two (2) south of Rail fence all in township

ten Range 3 east.

Witness my signature this 1st day of October 1889
John E. Wales.

State of Mississippi }
Madison County } Personally appeared before me the
undersigned Justice of the Peace of the county aforesaid
John E. Wales who acknowledged that he signed and
delivered the foregoing deed of conveyance as his own
act and deed on the day and year therein named.
Witness my hand this 1st day of Oct 1889.
Saml. Milton J. P.

Miss J. B. Billingslea } Filed for Record at 10 o'clock a.m. Oct 7th A.D. 1889
To Deed }
J. P. Smith } Recorded Oct 8th 1889

The State Miss }
Madison County }

In consideration of two promissory notes
one for fifty dollars due and payable Nov 1st 1889 and one
for seventy dollars due Nov 1st 1890 I convey and warrant
to J. P. Smith the land described as the S 1/2 E 1/2 N 20 1/2
less 10 acs of the east side sec 26 Trow 11 Range 3 east con-
taining 30 acres.

To have and to hold in fee simple forever.
Witness my hand this the 19 day Aug 1889
J. B. Billingslea

State of Mississippi }
Madison County } Personally appeared before me a
Justice of the Peace of the county aforesaid Miss J. B.
Billingslea who acknowledged that she signed and de-
livered the foregoing Deed of conveyance as her own act
and deed on the day and year therein named.
Witness my hand this 19th day August 1889
Saml Milton J. P.

The fee charge upon for this land was agreed to be
J. B. Billingslea who was the day then of
off the 2nd 2nd 1889 J. P. Smith

James Wales } Filed for Record at 12 o'clock m Oct 7th A.D. 1889
To Deed }
Mrs. Ann Wales } Recorded Oct 8th 1889
In consideration of one hundred dol

land in hand paid the receipt so here of is hereby acknowledged I convey and warrant to Ann Wales the following land situated in Madison County State of Mississippi and described as the 10 acres in the southern part of the south $\frac{1}{2}$ East $\frac{1}{2}$ South East $\frac{1}{4}$ in section two (2) south of Rail fence East $\frac{1}{2}$ North East $\frac{1}{4}$ section 8 lower less that part heretofore deeded to J. R. Wales all of south East $\frac{1}{4}$ of section 8 lower lying west of the line of the New Orleans Jackson and Great Northern Rail Road and the East $\frac{1}{2}$ of south west $\frac{1}{4}$ section 8 lower Twenty six acres in the south $\frac{1}{2}$ west $\frac{1}{2}$ North west $\frac{1}{4}$ section twelve lying west of said Rail Road. Three (3) acres in north west corner of north East $\frac{1}{4}$ section fourteen (14) lying west of said Rail Road and fifteen (15) acres in north east corner of north west $\frac{1}{4}$ of section fourteen (14) lying north of Plant fence all in Township ten (10) Range 3 east also all of my personal property of any and every description now in my possession or at my death Reserving the right of possession of said land and personal property during my natural life and at my death the said Ann Wales is to have full possession of above land and all personal property.

It is in my signature this 1st October 1889

James ^{his} Wales
 marks

State of Mississippi }

Madison County } Personally appeared before me the undersigned Justice of the Peace of the county aforesaid the within named James Wales who acknowledged that he signed and delivered the foregoing deed of conveyance as his own act and deed on the day and year therein named.

It is in my hand this 1st day of October 1889

James Milton J.P.

By this way of a former debt from Charles L. Currier to Benjamin Garrett
North side of page 256 Cherry notes for a sum of \$1000
W. H. Gardner
Chambers Clerk of Madison Co. Miss.

Benjamin F. Garrett and
Kettie C. Garrett
To S D P
Charles L. Currier Trustee
Use The Dundee Mortgage
and Trust Investment Co. Ltd.

Filed for Record at 9th October A.M. Oct 9th A.D. 1889

Recorded Oct 9th 1889

This Indenture made by and between Benjamin F. Garrett and Kettie C. Garrett his wife party of the first part Charles L. Currier of the city of Memphis in the State of Tennessee party of the second part as trustee and The Dundee Mortgage and Trust Investment Company Limited a corporation party of the third part. Witnesseth: That the said party of the first part in consideration of the sum of money hereinafter mentioned loaned by the party of the third part to the party of the first part the receipt whereof is hereby acknowledged and the further consideration of one dollar paid by the party of the second part to the party of the first part does hereby grant bargain and sell convey and confirm unto the said party of the second part the following described real estate situated in the County of Madison and County of Bolivar in the State of Mississippi to wit: The following premises in the County of Madison in the State of Mississippi to wit: Beginning on the north side of Peace Street in the Town of Canton at the south west corner of the lot formerly owned by John W. Fitchett and latterly used by Neathersby for Livery purposes running thence west with Peace Street ninety two and one half (92 1/2) feet to Hickory Street thence north two hundred and six (206) feet more or less to south side of the lot owned by Ediza J. Burruss thence east ninety two and one half (92 1/2) feet thence south to place of beginning. Also the following described premises in Bolivar County Mississippi North half of section nine (9) Township twenty five (25) North Range Five (5) West. Containing Three hundred and twenty (320) acres more or less together with the tenements hereditaments and appurtenances thereto belonging and machinery now or hereafter put upon said premises for the conduct thereof whether attached or detached. To have and to hold the above granted premises appurtenances

improvements and machinery unto the said party of the second part his successors heirs executors administrators and assigns forever. And the said party of the first part does hereby covenant with the said party of the second part his successors and assigns that Benjamin F. Garrett is lawfully seized in fee of the aforegranted premises that they are free from all incumbrances and that they will warrant and forever defend the title to the same unto the said party of the second part his successors or assigns against the lawful claims and demands of all persons. And the party of the first part hereby expressly releases relinquish and convey to said Trustee his successors and assigns all rights of dower or homestead in said premises. This Indenture is intended as a Deed of Trust for the following purposes to wit: To WIT: The said Benjamin F. Garrett is indebted to the said party of the third part in the principal sum of Nineteen Hundred and Fifty (\$1950⁰⁰) Dollars which indebtedness is for money loaned and with interest thereon is evidenced by the following described promissory notes bearing even date herewith to wit:

One for Three Hundred and twenty five Dollars (\$375 ⁰⁰)	due January 1 st 1891
One for Three Hundred and twenty five Dollars (\$375 ⁰⁰)	due January 1 st 1892
One for Four Hundred Dollars (\$400 ⁰⁰)	due January 1 st 1893
One for Four Hundred Dollars (\$400 ⁰⁰)	due January 1 st 1894
One for Four Hundred Dollars (\$400 ⁰⁰)	due January 1 st 1895
One for Two Hundred Thirty five ⁶⁵ / ₁₀₀ Dollars (\$235 ⁶⁵ / ₁₀₀)	due January 1 st 1891
One for One hundred Fifty seven ⁵⁰ / ₁₀₀ Dollars (\$157 ⁵⁰ / ₁₀₀)	due January 1 st 1892
One for One hundred and twenty Dollars (\$120 ⁰⁰)	due January 1 st 1893
One for Eighty Dollars (\$80 ⁰⁰)	due January 1 st 1894
One for Sixty Dollars (\$60 ⁰⁰)	due January 1 st 1895

Said notes represent installments of said principal and the annual interest due thereon at the rate of ten per cent. and are executed by Benjamin F. Garrett payable in gold coin of the United States to the party of the third part at the office of Francis Smith Caldwell & Co. in the City of San Antonio Texas with interest at ten per cent. per annum after maturity and each containing a waiver of exemptions and are all with their accruing interest intended to be

secured by this conveyance and if by reason of delay of any part the first note shall on its face include more than ten per cent. interest on the principal sum from date of acceptance of this deed of trust by said trustee or beneficiary to date of maturity of said note then it is agreed between the parties that at the time of such acceptance said note shall be credited with a sufficient sum to make it represent only ten per cent. interest so as to conform to the actual intention and agreement of the parties that not more than legal interest shall be paid or received nor if the said party of the first part shall or sell and truly pay or cause to be paid each and all of said notes as they respectively fall due and shall perform all other acts and obligations as herein provided then this conveyance shall become null and void but should they fail to pay any of said notes at maturity or fail to perform any other act or obligation as herein provided then the whole of the principal unpaid whether due on the face of the notes or not together with all accrued interest on the principal shall all be deemed and held to be due and payable at once at the option of said party of the third part and no notice to the parties of the first part of the exercise of such option shall be necessary and the said party of the second part his successors or assigns may when so requested by the party of the third part its successors assigns or agents take possession of the real estate hereby conveyed and sell the same or so much thereof as may seem necessary in such parts and parcels as to the said party of the second part may seem fit at public auction for cash at the principal door of the Court house in Bolivar county Mississippi after having given twenty days notice of time place and terms of sale in any newspaper then published in said county and if no newspaper is then published in said county then by posting notices of such sale at the door of the Court House and in two other public places in said county. Full

Power and authority is hereby expressly granted to and conferred upon said party of the second part or his successors to make execute and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser at such sale good and sufficient title to the land sold. It is further expressly provided that the recitals in the conveyance to the purchaser shall be full evidence of all matters therein stated and no other proof shall be requisite of request by the party of the third part its successors or assigns to the trustee to enforce this trust or of the proper and due appointment of any substituted trustee who may act or of the advertisement or sale or any particular thereof and all prerequisites to said sale shall be presumed to have been performed and at such sale any of the parties hereto may become purchaser and out of the proceeds of such sale said party of the second part shall pay all the expenses of executing this trust including ten per cent. commission for his individual services and ten per cent. attorneys fees and the full amount of the debt due and owing to the party of the third part both principal and interest and all sums if any which have been paid by said party of the third part its successors or assigns for taxes repairs insurance and other charges which would be a lien upon the said real estate in such order as he may determine and the remainder if any shall be paid over to the said parties of the first part. If any other legal or equitable remedy is resorted to by the party of the third part or its assigns for the collection of the debt herein mentioned then in such event the said parties of the first part hereby covenant and agree to pay to party of the third part or its assigns as attorneys fees ten per cent of the amount then due which shall be a part of the debt hereby secured. And the said parties of the first part covenant and agree that if this deed of trust or the debt or notes hereby secured shall be taxed under any existing laws of the state of Mississippi

or any laws hereafter passed then and in that event all
 of the principal of the debt hereby secured and all in-
 terest accrued thereon and any advances made by the
 party of the third part shall immediately become due and
 payable without notice at the option of the party of the
 third part or its assigns. The parties of the first part see
 by for the purpose of giving satisfactory security for said
 loan of money hereby requests and instructs the party
 of the second part and his successors to take out and
 keep in force such policies of fire insurance as shall
 in his judgment seem necessary not in excess of \$1000⁰⁰
 upon the buildings and machinery situated upon the
 premises hereby conveyed during the existence of this debt
 less if any under which policies shall be payable to the
 party of the third part and the party of the first part
 hereby agrees to pay the premiums for all of such
 fire insurance the party of the second part shall
 not be in any wise liable to the party of the first
 part for any failure on his part to take out and
 keep up such insurance but shall apply the a-
 mount of the loss recovered under such policies which
 shall come into his hands upon the principal and
 interest and other items of existing or possible in-
 debtedness named herein in such order as he may
 be directed by the party of the third part. They further
 the covenant that they will keep the taxes on the real
 estate herein described as they accrue and in the
 event that they shall fail to pay such insurance
 premiums as aforesaid or to pay said taxes on said
 real estate then said party of the third part its suc-
 cessors or assigns may pay said taxes and in-
 surance premiums and the amount so paid for
 any and all of said purposes shall thereupon
 become a part of the said indebtedness hereby se-
 cured and shall be governed by the provisions
 of this deed of trust and shall be an interest
 from the date of payment at the rate of ten
 percent per annum and the said parties of the
 first part hereby covenant to keep all the improve-
 ments upon said real estate in as good repair as they

now are Reasonable wear and tear and the casual
 ities of fire and tempest and overflow excepted.
 The sole consideration of this deed of trust being the
 above mentioned principal sum loaned by the party of
 the third part to the party of the first part repre-
 sented by the notes herein described now in consid-
 eration of the premises and to further secure the
 prompt payment of all sums hereby secured the
 parties of the first part do hereby waive all rights of
 appraisement and redemption in present
 or after acquired property in case of the refusal neg-
 lect or incompetency to act of said trustee or his ab-
 sence from the state or his decease then said party
 of the third part or any holder of said note or notes
 or their legal representative can at any time they
 may desire appoint a trustee in the place of said
 party of the second part or any succeeding trustee whose
 acts done in the premises shall be of the same va-
 lidity as if done by the trustee herein before named.
 It is made an express condition of this deed of
 trust that it shall not be released of record by
 any one but the person who actually holds and
 owns the notes hereby secured at the time such re-
 lease is granted. The trustee herein shall have no
 power to execute any release of this deed of trust and
 any release executed by any one other than the actual
 holder and owner of the notes hereby secured shall
 be null and void and it is expressly agreed
 and made part of this instrument that an exten-
 sion or extensions may be made of the time of
 payment of any part or parts hereby secured with-
 out in any wise altering varying or diminishing
 the force effect or lieu of this instrument in favor
 of any junior incumbrancer mortgagee or pur-
 chaser or other party hereafter acquiring a lien on
 or interest in said land or any part thereof and
 that this instrument shall continue as the first lien
 on all said land until all sums with interest and
 charges hereby secured are fully paid notwithstanding
 any such extension or extensions. It is further made

condition of this deed of trust that no trustees fees herein mentioned shall be paid until the whole sum due the holder of the notes hereby secured shall have been fully paid.

In witness whereof the said Benjamin F. Garrett and Nettie C. Garrett his wife have hereunto set their hands and seals this 8th day of October 1889

Benjamin F. Garrett
Nettie C. Garrett

seal
seal

Witnesses at the request of the Grantors
State of Mississippi }
Madison County }

This day personally appeared before me the undersigned a duly commissioned qualified and acting Chancery clerk within and for said county and state the within named Benjamin F. Garrett and Nettie C. Garrett his wife to me personally known to be the grantors in the foregoing deed of trust and acknowledged that they signed executed and delivered the foregoing instrument on the day and year therein mentioned as their voluntary act act and deed.

Given under my hand and seal this 8th day of October 1889.

N. V. Yancey Clerk
By N. W. Blakeman D.C.

Geo. G. Shackelford
Is { Deed
Mary A. Lutz and
Wm J. Tulem }

Filed for record at 10 o'clock a.m. Oct 10th A.D. 1889

Recorded Oct 10th 1889

In consideration of the sum of Fifteen Hundred and seventy five (\$1575⁰⁰) dollars I convey and warrant to Mary A. Lutz and Wm J. Tulem that certain store house and lot in the City of Canton Madison County Mississippi and described on the original plat of Canton as the East Half of East Half of Lot number two (2) in square number six (6) and also described on map prepared by J. O. P. George of said city and now on file in the office of Chancery Clerk of Madison County Mississippi as Lot number Eleven (11) on south side of Peace street

The consideration of this deed was paid in cash
Geo. G. Shackelford

and bounded by said Peace street on the north twenty five (25) feet on the East by the lot owned by E. Winder one hundred feet and the lot owned by Capt. Wm Priestly one hundred feet on the south by the lot of Angelo Garborino twenty five (25) feet and on the west by the lot owned by Gibman & Smith two hundred feet it being the lot partitioned to me by decree of the Chancery Court of Madison County in the case of Susan S. Shackelford Guardian vs. William P. Shackelford, cause No. 1801 of said Court. Given under my hand this 17th day of September 1889
Geo. G. Shackelford

State of Kentucky }
County of Breathitt } Set

Personally appeared before me J. Wise Nagins clerk of the Breathitt County Court of said state Geo. G. Shackelford who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office this October 3^d 1889
J. Wise Nagins clerk
Breathitt Co. Court.

Wm Wester and
Carrie Wester his wife
To (Died)
Marshall J. Smith
Thomas A. Archer

Filed for Record at 8 o'clock A.M. Oct 7th A.D. 1889

Recorded Oct 10th 1889

The State of Mississippi }
County of Madison }

This deed of conveyance made this the 12th day of March A.D. 1875 by Wm Wester and Carrie Wester his wife parties of the first part to Marshall J. Smith and Thomas A. Archer parties of the second part. Evidence that the said parties of the first part for and in consideration of the sum of fifteen thousand five hundred dollars to them cash in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged have this day granted

as her own voluntary act and deed freely without any fear, threat or compulsion on the part of her said husband or others.

As witness my hand this the 12th day of March 1875
B. R. Jordan Mayor of Jurg & Co. J. P.

The State of Mississippi }
Madison County }

I, E. S. Jeffrey Clerk of the Chancery Court of said county certify that the instrument of writing to which this certificate is attached from Wm and Carrie Hester to M. J. Smith & J. A. Archer was filed in my office for Record on the 4th day of September A.D. 1875 at 9 o'clock A.M. and the same has this day been duly made of Record therein in Book "No. 16" of the Record of Deeds of said county on Page 247.

Given under my hand and seal of office at Canton this 4th day of Sept A.D. 1875

E. S. Jeffrey Clerk

By W. R. C. Benwell D.C.

The within described property although standing in our names is not the property of either of us but is held solely for the benefit of the creditors of Marshall J. Smith & Co. now in liquidation

Marshall J. Smith
Thomas A. Archer

State of Louisiana }
Parish of Orleans }

Personally appeared before me Andrew Nero Jr. a duly appointed & authorized commissioner of the state of Mississippi in & for the City & State aforesaid the within named Marshall J. Smith and Thomas A. Archer and severally acknowledged that they signed sealed and delivered the within & foregoing instrument of writing as their voluntary act & deed on the day & year and for the consideration uses & purposes therein mentioned.

As witness my hand & seal this fourteenth of July A.D. 1876.

Andrew Nero
Commissioner

Wilhelmina F. Phelps
 Mary Phelps Ingersoll and
 Frederick G. Ingersoll
 To & Dued
 Ashton Phelps and
 W^m A. Phelps

Filed for Record at 10:30 clock a.m. Oct. 11th A.D. 1889

Recorded Oct 11th A.D. 1889

This Indenture made the First day of July in the year One Thousand Eight Hundred and Eighty nine between Wilhelmina F. Phelps (widow of John Phelps) of the city of St. Paul State of Minnesota and Mary Phelps Ingersoll who is joined in the execution of this instrument by her husband Frederick G. Ingersoll both of said city of St. Paul and state of Minnesota parties of the first part and Ashton Phelps and W^m A. Phelps composing the commercial firm of Phelps & Co. of the city of New Orleans State of Louisiana parties of the second part.

Witnesseth: That the parties of the first part for and in consideration of the sum of One Thousand Dollars (\$1,000⁰⁰) lawful money of the United States to them in hand paid by the said parties of the second part the receipt of which is hereby acknowledged do by these presents grant bargain and sell convey and confirm unto the parties of the second part all the right title and interest of the said parties of the first part in the following described lots tracts and parcels of land situated in the State of Mississippi, Viz:

1st Lot #4 = Block #3 = with frame store house thereon in the town of Forest, Scott County of said state of Mississippi,
 2^d SE¹/₄ of SW¹/₄ & SW¹/₄ of SE¹/₄ = sec 11 = T. 5 = R. 7
 SE¹/₄ less 5 acres in N.E. corner sec 25 T. 5 R. 7
 N¹/₂ of SW¹/₄ & NW¹/₄ of SE¹/₄ sec 26 T. 5 R. 7
 SW¹/₄ of SE¹/₄ sec 27 T. 5 R. 7
 S¹/₂ of N. SW¹/₄ sec 7 T. 5 R. 8
 N. SW¹/₄ less 4 acres in SW corner sec 18 T. 5 R. 8
 SE¹/₄ of N. SW¹/₄ sec 32 T. 5 R. 8
 SW¹/₄ of NE¹/₄ sec 13 T. 6 R. 7
 N¹/₂ of SE¹/₄ & SW¹/₄ of SE¹/₄ sec 19 T. 6 R. 8
 NE¹/₄ & N¹/₂ of SE¹/₄ & SW¹/₄ of SE¹/₄ sec 20 T. 6 R. 8
 N¹/₂ of SW¹/₄ less 10 acres in S.E. corner & 10 acres in N.W. sec 33 T. 6 R. 8

Corner of $N\ N\frac{1}{4}$ of $N\ E\frac{1}{4}$ sec 33 T 6 R 8
 $E\frac{1}{2}$ of $SE\frac{1}{4}$ sec 36 T 7 R 5
 $N\frac{1}{2}$ of $E\frac{1}{2}$ sec 7 T 7 R 7
 Part of the $SW\frac{1}{4}$ of section 29 T 5 R 8 beginning
 at the SW corner of said section and running north
 11 chains and 16 links thence easterly with Public Road
 7 chains and 14 links thence south to section line thence
 west ^{with section line} to beginning containing 8 acres more or less and
 twenty two acres in $N\ N\frac{1}{4}$ of $N\ N\frac{1}{4}$ sec 32 T 5 R 8 bounded
 as follows:

Commencing at the north west corner of said sec
 tion 32 and running East with said section line
 11 chains thence south 20 chains thence west 11 chains
 thence north with section line to beginning all lying
 situate and being in the county of Scott in said
 State of Mississippi.

3^d The $E\frac{1}{2}$ of $SE\frac{1}{4}$ section 16 and 10 acres in NE cor
 ner of $NE\frac{1}{4}$ section 21 and $N\ N\frac{1}{4}$ & $N\frac{1}{2}$ of $NE\frac{1}{4}$ sec 6 T 4
 R 8 East in T with County of said State of Mississippi

4th The $E\frac{1}{2}$ of $N\ N\frac{1}{4}$ section 34 and $NE\frac{1}{4}$ sec 34 less 40
 acres off of the $SE\frac{1}{4}$ of $E\frac{1}{2}$ $NE\frac{1}{4}$ separated by diagonal
 line running NE and SW all in Township 10 Range

2 East containing about 200 acres (Two hundred acres)
 Together with all and singular the tenements im
 provements and appurtenances thereto belonging. The
 said Wilhelmina F. Phelps conveys the interest to which
 she is entitled as the widow of said John Phelps and
 the said Mary Phelps Ingersoll conveys the interest
 to which she is entitled as one of the children of said
 John Phelps.

In Witness whereof the said parties of the first part
 have hereunto set their hands and seals on the day
 and year first above written.

None in presence of	} Wilhelmina F. Phelps Mary Phelps Ingersoll Frederick G. Ingersoll
James Manahan	
E. G. Sherwood	
State of Minnesota	} On this 25 th day of September A.D. 1889
County of Ramsey	

before me personally appeared Wilhelmina F. Phelps Mary

Phelps Ingersoll and Frederick G. Ingersoll to me
 known to be the persons described in and who executed
 the foregoing instrument and acknowledged that they
 executed the same as their free act and deed
 Jas Manahan
 Notary Public
 Ramsey County
 Minnesota.

No. No. Stadiker } Filed for Record at 1²⁰ O'clock P.M. Oct 11th A.D. 1889
 To { Deed
 N. A. Ward } Recorded Oct 12th 1889

In consideration of Eighty one & 4/100
 Dollars cash paid this day and a note for Eleven & 2/100
 Dollars executed to me this day by N. A. Ward payable
 one day after date said note to be a lien upon the land
 hereafter described and for various amounts of monies
 heretofore paid me by said N. A. Ward I convey to said
 N. A. Ward the following described land being and ly-
 ing in Madison County State of Mississippi and de-
 scribed as follows N 1/2 S 1/4 & N 1/2 S 1/2 S 1/4 sec 3 T 10
 R 4 East.

Witness my hand on this the 11th day of October 1889
 Henry N. Stadiker

State of Mississippi } S.S.
 Madison County }

Personally appeared before the undersigned Henry V. Yandell Clerk of the Chancery Court of the said County the within named Henry N. Stadiker who acknowledges that he signed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed.

Given under my hand and Official seal at of-
 fice this 11th day of October A.D. 1889
 H. V. Yandell Clerk

The note for Eleven & 2/100 Dollars mentioned in this deed has been paid in full
 Cash on hand 11/10/89

Time expended for pay ment of notes secured
by mortg. and of mts - see Book G.F.F. pages 255 & 256
W.C. Kemp. bell

Wm D. Smith }
J. O. R. P. } Filed for Record at 10 O'clock a.m. Oct 12th 1889
Albert A. Thattuck Trustee }
Use B. & A. Mortgage Co. } Recorded Oct 12th 1889
Ltd. }

This Indenture made and entered into this 9th day of October A.D. 1889 by Wm D. Smith and wife Jane M. Smith of the county of Madison in the state of Mississippi of the first part Albert A. Thattuck of the city of New Orleans in the state of Louisiana of the second part as trustee and the British And American Mortgage Company Limited of the third part Witnesseth: That the parties of the first part for and in consideration of the sum of ten dollars to them in hand paid by said party of the second part the receipt or hereof is hereby acknowledged and the considerations hereinafter stated have granted bargained sold conveyed warranted and delivered and do by these presents grant bargain sell convey warrant and deliver unto him the said party of the second part and his heirs successors and assigns all the following described real estate situated and lying in the county of Madison and state of Mississippi to wit: The West Half of the South West quarter and South Half of the East Half of the South West quarter of section Eleven (11) The West Half of the North East quarter and North West quarter of section thirteen (13) The East Half of the North East quarter of section fourteen (14) all in township Ten (10) Range two (2) East and containing Four hundred and forty and 3/4 (440 3/4) acres more or less To have and to hold all and singular the above described property together with all the buildings and improvements on said lands and the rights privileges advantages and appurtenances thereunto belonging or in any wise appertaining to him said party of the second part and his heirs successors and assigns forever. This Indenture is intended as a deed of Trust for the following uses and purposes to wit: Whereas said Wm D. Smith of the first part

On cancellation of this mortgage see Conveyance Book No 1 page 437

L. O. Kemp
Delaware, La.

is indebted to said British And American Mortgage Company Limited in the sum of Twelve hundred & no (\$1200⁰⁰) Dollars for money lent as evidenced by the five promissory notes of said Wm D. Smith of the first part dated the 9th day of October A. D. 1889 and to become due as follows to wit:

- One note for \$120⁰⁰ One hundred and twenty Dollars Due November 1st 1890 (fixed)
 - One note for \$120⁰⁰ One hundred and twenty Dollars Due November 1st 1891 (fixed)
 - One note for \$120⁰⁰ One hundred and twenty Dollars Due November 1st 1892 (fixed)
 - One note for \$120⁰⁰ One hundred and twenty Dollars Due November 1st 1893 (fixed)
 - One note for \$120⁰⁰ Seven hundred and twenty Dollars Due November 1st 1894 (fixed)
- Bearing interest at the rate of ten per cent. per annum from maturity until paid and for the payment of the interest thereon accruing before maturity of said principal notes five interest notes have been executed under the same date to become due as follows to wit:

- One note for \$127⁶⁵ One hundred and twenty seven ^{Dollars} and 65^{cts} Due November 1st 1890 (fixed)
- One note for \$108⁰⁰ One hundred and Eight Dollars Due November 1st 1891 (fixed)
- One note for \$96 - Ninety Six Dollars Due November 1st 1892 (fixed)
- One note for \$84 - Eighty Four Dollars Due November 1st 1893 (fixed)
- One note for \$72 - Seventy Two Dollars Due November 1st 1894 (fixed)

All of which both principal and interest notes are payable in United States Gold Coin of the present standard of weight and fineness to the British And American Mortgage Company (Limited) at the Louisiana National Bank of New Orleans La. and are all with their accruing interest intended to be secured by this conveyance and whereas it is understood and agreed that said parties of the first part will promptly pay all taxes assessments and charges that are or would become a lien upon said property as the same may be due and payable and will keep the building and machinery situated on said lands insured for the full term of this conveyance in some responsible company or companies satisfactory to the said party of the third part in the sum of Dollars and will assign and deliver said policies of insurance to said party of the second part for the use and benefit of said party of third part and all and any persons interested in the debts secured herein and

that if said parties of the first part shall fail to obtain and keep up said insurance or shall fail to assign and deliver said policies of insurance to said party of the second part within ten days from the execution of this indenture or shall fail to pay any of the taxes assessments or other legal charges upon said property when they become due or shall permit the same to be sold therefor or forfeited for any reason then said party of the third part or any of its successors or assigns or any person or persons interested in any of the debts hereby secured shall be entitled to obtain said insurance and to pay said taxes assessments and other legal charges and in case of sale redeem said property and all monies so paid and all expenses incurred therein and thereby and all payments at the option of said party of the third part or by any person interested as aforesaid for insurance by reason of any failure of the parties of the first part to obtain or keep up the insurance or to assign and deliver said policies as herein before provided and all attorneys fees fixed at five per centum on the amount in suit in the event of litigation shall be a part of the principal debt secured by this instrument and shall respectively bear interest at the rate of ten per cent per annum from date of payment thereof or liability incurred therefor by the creditor but the amount so paid for premiums on insurance shall not exceed in any one year the sum of - \$1000.00. Nor it is further understood and agreed that if default is made in any payment of any indebtedness herein provided for when the same may become due and demandable then the whole of the indebtedness secured in and by this instrument may at the option of said party of the third part or its assigns and without notice to said parties of this first part be declared due and payable and it may proceed to enforce this deed of trust as hereinafter provided or at its option institute proceedings respectfully for the

collection at law or in equity of such amounts as
 may be then unpaid and the said parties of the first
 part do hereby waive and renounce any and all
 rights of appraisement redemption and homestead.
 Now it is mutually agreed between the parties hereto
 that if the said parties of the first part shall well
 and truly keep and perform all the covenants and
 agreements above set forth and well and truly
 pay off and discharge all the notes and other
 indebtedness secured and intended to be secured
 herein then this conveyance shall be null and void
 but otherwise it shall remain in full force and ef-
 fect if default is made in the payments of any of
 the debts above described or any portion thereof when
 due or if any of the covenants and agreements
 herein set forth are not kept then the said party of
 the second part or her so requested by the party of
 the third part or any holder of said note or notes or
 by any person interested in the other debts herein provid-
 ed for may take possession of said property and
 sell the same in bulk at his option or so much
 thereof in parcels as may be necessary to meet said
 indebtedness and the expense of executing this
 trust including a commission of five per cent
 for his individual services at the door of the Court-
 house in said County of Madison by public auc-
 tion to the highest bidder for cash twenty days
 previous notice of the time place and terms of such
 sale having been first given in some newspaper pub-
 lished in the County of Madison by at least two inser-
 tions the last insertion not to be less than one week be-
 fore the day of sale or by notices posted upon at
 the Court house door and at two other public
 places in said County said sale to be made on
 some day fixed by said party of the second part
 and to be made between the hours of ten O'clock in
 the forenoon and three O'clock in the afternoon
 full power and authority being hereby expressly
 granted to and conferred upon said party of the
 second part or his successors to make and execute

and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser or purchasers thereof good and sufficient title to the land so sold the usual recital to be in and to be received in all courts of law or equity as full and sufficient proof of the matters therein stated and at such sale any of the parties hereto may become a purchaser or purchasers and the proceeds of such sale shall be applied first to the payment of the cost and expenses of executing this trust including the commissions of said party of the second part and five per cent for the creditors attorneys fees in the event of litigation second to the payment of the debt due said party of the third part its successors or assigns and the remainder if any then be shall be paid to the said W^m D. Smith of the first part. In case of the refusal or neglect or incompetency to act of said trustee or his absence from the state or his decease then said party of the third part or any holder of said note or notes or their legal representative can at any time they may desire appoint a trustee in the place of said party of the second part or any succeeding trustee or have acts done in the premises shall be of the same validity as if done by the trustee hereinbefore named and should the trustee at any time believe said property or any part thereof endangered as a security for the indebtedness of the said parties of the first part to the said party of the third part he may take the same or any part thereof into his possession and hold it until said indebtedness is paid or until said property is sold as aforesaid but until demanded by the trustee for any of the purposes aforesaid said party of the first part may hold the same but nothing in this Indenture contained shall be construed as requiring the trustee herein to take or have actual possession of any of said property before being authorized to sell the same as herein before mentioned. It is further expressly covenanted and agreed that if a sale shall be made under the pro

visions of this deed of trust then the parties of the first part their assigns or legal representatives who may be in possession of said premises at the time of said sale shall become from the day of such sale the tenants or tenants at will of the purchaser and shall and will remove at any time thereafter upon ten days notice from said purchaser and will pay him the reasonable rental value of said premises from the day of such sale to the day of such removal. It is further understood and agreed that this instrument and the notes therein referred to shall be construed and governed by the laws of the state of Mississippi notwithstanding a different place of payment may be named.

In witness whereof the said party Wm D. Smith of the first part has hereunto set his hand this 12th day of October A.D. 1889

Wm D. Smith
 State of Mississippi }
 County of Madison } Done. H. Smith

Personally appeared before me H. V. You are Clerk of the Chancery Court the within named Wm D. Smith, who acknowledged that he signed and delivered the foregoing instrument on the day and near therein mentioned.

Given under my hand and official seal this 12th day of October A.D. 1889

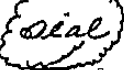
H. V. You are
 By H. M. Blakeman D.C.

Miss E. C. Magruder } Filed for Record at 2 o'clock P.M. Oct 12th 1889
 To Exec. Deed. }
 Margaret J. Zuntz } Recorded Oct 14th 1889

This Indenture made and entered into this 1st day of June A.D. 1884 between E. C. Magruder of the first part and Margaret J. Zuntz of the second part Witnesseth that the said party of the first part for and in consideration of a Deed this day made to O. L. Pace to a certain tract of land

by Margaret J. Zuntz the party of the second part
 In this Deed has granted bargained aliened and
 conveyed and by these presents does grant bargain
 sell and convey to the said party of the second
 part Margaret J. Zuntz The $N\frac{1}{2}$ of the $N\frac{1}{2}$ $NE\frac{1}{4}$ ^{and}
 Tract Five (25) acres off the north end of $S\frac{1}{2}$ of the
 $N\frac{1}{2}$ $SE\frac{1}{4}$ sec 18 29 R 4 East in Madison County Miss
 containing 165) Sixty five acres in a body together
 with the appurtenances to said premises belonging and
 all estate title and interest both at law and in equi-
 ty of the party of the first part in the same To have
 and to hold the said granted premises with the ap-
 purtenances unto the said party of the second part
 her heirs and assigns forever in fee simple And the
 said party of the first for her heirs executors and ad-
 ministrators does hereby covenant and agree with the
 said party of the second part her heirs and assigns
 that the said party of the first part shall forever
 warrant and defend the title to the said premi-
 ses unto the party of the second part her heirs and
 assigns against the claim of all persons lawfully
 claiming the same or any part thereof Except on ac-
 count of Taxes due from and after the 1st day of
 January AD 1885

In Witness whereof the said party of the first part has
 hereunto set her hand and seal the day and year
 first above written

E. L. Maguder 

State of Mississippi }
 Madison County }

Personally appeared before me the
 undersigned President of the Board of Supervisors of
 Madison County the within named Mrs. E. L. Ma-
 guder who acknowledged that she signed sealed
 and delivered the foregoing deed on the day and
 year therein mentioned as her act and deed and for
 the purposes therein specified

Given under my hand and seal this 7th day of October AD 1884

C. H. O'Leary
 Pres B. Supervisors
 Madison County

Ada L. Ellis } Filed for Record at 2 o'clock P.M. Oct. 12th A.D. 1889
 To Quit claim deed }
 B. M. Mesdorffer } Recorded Oct. 14th 1889
 For & in consideration of - Dollars paid
 to me by B. M. Mesdorffer of Madison County Mississippi
 I Ada L. Ellis of the same County do by these presents
 release & quit claim to said Mesdorffer all my right title
 interest & claim in & to the following, described lands situated
 in said County namely Lot six in section 19: Lots 3 & 4 in
section 20 & 1/2 Lot 5 in section 21 all in T10 R2 E 1st: to
 have & to hold same to the said Mesdorffer his heirs & assigns
 forever
 Witness my signature this 10th day of October A.D. 1889
 Ada L. Ellis

State of Mississippi }
 Madison County }
 Personally appeared before the under
 signed Henry V. Yandell Clerk of the Probate
 Court of the said County the within named Ada L.
 Ellis who acknowledged that she signed and deliv-
 ered the foregoing deed on the day and year therein
 mentioned as her act and deed
 Given under my hand and Official seal at of-
 fice this 12th day of October A.D. 1889
 H. V. Yandell Clerk

Eliza Mayson } Filed for Record at 1 o'clock^{P.M.} Oct 14th A.D. 1889
 To Quit claim deed }
 Estelle Wilson and } Recorded Oct 14th 1889
 Jeremiah Wilson }

State of Mississippi }
 Madison County }
 Know all men by these presents that
 I Eliza Mayson have this day and by these presents
 in consideration of one dollar paid by Estelle Wilson
 & Jeremiah Wilson the receipt whereof is hereby acknowl-
 edged do relinquish release and forever quit claim
 unto the said Estelle Wilson and Jeremiah Wilson the fol-
 lowing described lands in the County of Madison and

State of Mississippi To Wit "The NE 1/4 of section 33 29
 R 2 East less 6 2/3 acres more or less off the north side &
 more particularly described as follows Beginning at a
 point 3.33 chains south of the NW corner of the NW 1/4 of the
 NE 1/4 of said section 33 thence running east to Leaton
 & Livingston road thence along said road in a
 north easterly direction until said road strikes the
 section line dividing sections 28 and 33 To have
 and to hold the above described lands against the
 claims of myself my heirs and of all other persons
 claiming through me
 Witness my hand & seal this the 14th day of October
 1889

Eliza Mayson 

State of Mississippi }
 Madison County }

Personally appeared before the under
 signed Henry V. Yandoe Clerk of the Chancery Court
 of the said County the within named Eliza Mayson who
 acknowledges that she signed and delivered the fore-
 going Quit Claim Deed on the day and year therein
 mentioned as her act and deed

Given under my hand and official seal at office
 this 14th day of October A.D. 1889



H. V. Yandoe Clerk

Estelle Wilson and
 Jeremiah Wilson
 To Quit Claim Deed
 Mrs. Eliza Mayson

Filed for Record at 12⁵⁵ O'clock P.M. Oct 14th A.D. 1889

Recorded Oct 14th 1889

State of Mississippi }
 Madison County }

Know all men by these presents that
 we Estelle Wilson & Jeremiah Wilson have this day by
 these presents in consideration of one dollar paid by
 Eliza Mayson the receipt whereof is hereby acknowl-
 edged do relinquish release and forever Quit claim unto
 Eliza Mayson the following described lands in the coun-
 ty of Madison State of Mississippi to wit "The SE 1/4 of

section 28 T9 R 2 East & 6 2/3 acres more or less off the north side of N E 1/4 sec 33 T9 Range 2 East & more particular described as follows Beginning at a point 3.33 chains south of the N corner of the N 1/2 of the N E 1/4 of said section 33 thence running east to Canton & Livingston road thence along said road in a North eastern direction until said road strikes the section line dividing sections 28 & 33. To have and to hold the above described lands against the claim of ourselves our heirs and of all persons claiming through us.

Witness our hands and seals this the 14th day of October 1889

Estelle Wilson

Jeremiah Wilson

Seal
Seal

State of Mississippi }
Madison County }

Personally appeared before the undersigned ^{Hugh W. Nauder} Clerk of the Chancery Court of the said County the within named Estelle Wilson and Jeremiah Wilson who do acknowledge that they signed and delivered the foregoing Quit Claim deed on the day and year therein mentioned as their act and deed Given under my hand and official seal at office this 14th day of October A.D. 1889

H. W. Nauder Clerk

Emily G. Fox by
Nathan Miller Trustee
To and
Isidore Mesdorffer

Filed for Record at 4²⁰ o'clock P.M. Oct 14th 1889

Recorded Oct 15th 1889


Whereas on the 16th day of January 1888 Emily G. Fox executed & delivered a certain deed of trust to secure W. N. Powell in a certain sum of money therein named recorded in Book U. U. of record of deeds of Madison Co. Miss. on page 147 in which E. Fox was named as trustee; and whereas afterwards the note secured by said deed of trust was transferred & delivered by said Powell to Ben Mesdorffer; and whereas E. Fox declined & refused to act as trustee in said deed of trust; and whereas Ben Mesdorffer the legal owner & holder of said note

Deed filed in full this
 Oct 31st 1889
 J. Mesdorffer Jr
 Ben Mesdorffer

deed of trust appointed in writing Nathan Miller
 to act as Trustee in said deed of trust in the place
 & stead of said S. Foot. And whereas the debt se-
 cured by said deed of trust has long since been
 due & is now unpaid and I Nathan Miller as
 trustee having been requested by said Nesdorffer
 to enforce the said deed of trust & to sell the property
 therein conveyed and whereas on the 2nd day of Oc-
 tober 1889 I did as said trustee write out two notic-
 es that I would on Monday the 14th day of October
 1889 sell at public auction to the highest bidder for
 cash before the south door of the Court House in the
 city of Canton between the hours of 11 a. m. & 3 P. m.
 O'clock all the land hereinafter described and where-
 as both notices were posted on said 2nd ^{day} of October one
 at the Post Office & the other at the south door of the
 Court House in said City of Canton both of which
 were public places in said County and are conven-
 ient: And whereas I have complied with all the terms & con-
 ditions of said deed of trust & performed them in every
 particular and have complied with the terms of said
 notices in all respects: and whereas on this the 14th day of Oc-
 tober 1889 at the hour of 12⁰⁰ O'clock P. m. I as said Trust-
 ee did offer the land hereinafter described as required
 in said deed of trust & in accordance with the terms
 of said notices at public auction for sale to the high-
 est bidder for cash after having given the notice as re-
 quired by said deed of trust when Isidore Nesdorff
 appeared & bid for the land hereinafter described
 the sum of Fifty Dollars in cash which was the highest
 & best bid therefor & the said land was knocked off to
 him: And whereas the said Isidore Nesdorffer
 has paid to me in cash the sum of fifty dollars the
 amount of his bid the receipt of which is here by
 acknowledged: Now therefore in consideration of the
 premises I Nathan Miller trustee as aforesaid do
 hereby convey & warrant unto the said Isidore
 Nesdorffer all the right title & interest of the said
 Emily G. Fox of me & to the following described lands
 lying & being in Madison County State of Mississippi

to wit:- The 1/2 NE 1/4 + 1/2 E 1/2 NW 1/4 + SE 1/4 + E 1/2 SW 1/4 all in section 28 Township 10 Range 2 East.

Witness my hand and seal this the 14th day of October, A.D. 1889

Nathan Miller  Trustee &c.

State of Mississippi }
Madison County }

Personally appeared before the undersigned Henry V. Yandall Clerk of the Chancery Court of the said County the within named Nathan Miller Trustee &c. who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed

Given under my hand and official seal at office this 14th day of October A.D. 1889

H. V. Yandall Clerk
W. V. Handy D.C.

Joseph P. George Sr et als }
vs } writ for partition }
Susie George }

under order Chancery Court
25th September A.D. 1889.
Recorded October 14th 1889.

State of Mississippi }
Madison County }
County Greeting /

To the Sheriff of Madison

You are hereby commanded to summon John Cauthen, John C. Russell & Thos. J. Cauthen discreet freeholders, & citizens of Madison County who are not related to the parties by consanguinity or affinity, and to act as Commissioners to make a fair and equitable division of the following lands lying and being in Madison County and State aforesaid to wit:- SW 1/4 of SW 1/4 of Sec. 2. NE 1/4 + W 1/2 SE 1/4 + NE 1/2 E 1/2 SE 1/4 Sec. 10. E 1/2 W 1/2 + W 1/2 E 1/2 Sec 15. all in T. 11. R. 5. E. The said commissioners shall allot said lands into seven parts - equal parts or shares so that they may be equal in value as may be according to the respective rights of the parties - One share to Joseph P. George Sr one share to Margaret George, one share to Alice George, one share to Joseph P. George Jr. one share to Kittie M. George one share to Edward A. George and one share to Susie.

George, said Commissioners having made the allotment as above directed will make their report to the next term of this Court that being the 4th Monday of September 1889 and you will have there and then this writ with the manner in which you shall execute the same endorsed thereon.

Witness the Hon. Warren Cowan Chancellor
5th Chancery District at Canton on the 12th day
of September 1889.

Seal

H. V. Vandell
Clerk.

Executed this 14th day Septo. 1889.

G. R. Kemp Sheriff
By A. Chichester D. S.

State of Mississippi }
Madison County }

Personally appeared before me G. R. Kemp Sheriff of Madison County the within named John Cauthen, John C. Russell and Thos. J. Cauthen who upon oath state that they will honestly faithfully and impartially make the partition intended in the within writ and perform the duties trusts and services required of them to the best of their skill knowledge and judgment

Sworn to and subscribed }
before me this 14th day of }
Septo. A. D. 1889. }

John C. Russell
J. J. Cauthen
J. B. Cauthen.

G. R. Kemp Sheriff
By A. Chichester D. S.

State of Mississippi }
Madison County }

Personally appeared before me John C. Russell Comm'r J. P. George, who upon oath stated that he would faithfully & impartially make a survey of the within described lands

Sworn to and subscribed }
before me this 21st day }
Sept 1889 }

J. P. George

John C. Russell

To the Hon. Warren Cowan

Chancellor of the 5th Chancery Dist of Madison County Miss.

We the undersigned Commissioners appointed by your honor to partition the following lands to wit - The SW¹/₄ of SW¹/₄ of Sec. 2. NE¹/₄ & W¹/₂ SE¹/₄ & NE¹/₂ E¹/₂ SE¹/₄ Sec. 10. & E¹/₂ W¹/₂ & W¹/₂ E¹/₂ Sec 15 all in Township 11. Range 5. East between the heirs of Margaret M George dec^d. having been duly qualified - met on the premises on the 21st day of Sept^r. 1889. & after a careful examination & survey of the place proceeded to partition the same into seven parcels or lots, as equal in value, as we could, & numbered these lots consecutively from one to seven as will appear by the plat which accompanies this report & as we deemed it desirable we made the allotment as follows to wit - To Kittie M. George Lot No 1. To Edward A. George Lot No 2. To Alice George Lot No 3 To Susie George Lot No 4 To Maggie George Lot No 5. To J. P. George Jr. Lot No 6. & To J. P. George Sr. Lot No 7. all of which will appear properly mapped & described by diagram & report of surveyor herewith attached & all of which we respectfully submit to your honor being assured that said partition is satisfactory to all the claimants.

In witness whereof we subscribe our names on this 21st day of Sept^r. 1889.

Jno. C. Russell
 J. J. Cauthen
 J. B. Cauthen.

{ For Map See Next Page }

Map of
Estate
Margaret M. George

as partitioned by
Jno. C. Russel
J. D. Cauthen
& John B. Cauthen
Commissioners

Lot No. 4

Description -

Lot No. 1. Katie M. George
E 1/2 N E 1/4 Sec. 10. Twp. 11. Range 5. Eas. 4. 80 ac.

Edward A. George -

Lot No. 2 -

W 1/2 N E 1/4 Sec. 10. Twp. 11. R. 5. E. 80 "

Alice George

Lot No. 3.

W 1/2 S E 1/4 & N E 1/4 of S E 1/4 Sec. 10. Twp. 11. R. 5. E. 120 "

Susie George -

Lot No. 4. - ✓

E 1/2 N W 1/4 Sec. 15. Twp. 11. R. 5. E. 80 a
& S W 1/4 of S W 1/4 Sec. 2. Twp. 11. R. 5. E. 40 a
120 a

Margie George

Lot No. 5.

W 1/2 N E 1/4 Section 15. Twp. 11. R. 5. E. 80 a

J. P. George Jr. -

Lot No. 6.

W 1/2 S E 1/4 Sec. 15. Twp. 11. R. 5. E. 80 a

J. P. George Sr. -

Lot No. 7. -

E 1/2 S W 1/4 Sec. 15. Twp. 11. R. 5. E. 80 a

Lot No. 2

Lot No. 1

10

Lot No. 3

Lot No. 4

Lot No. 5

15

Lot No. 7

Lot No. 6

Map
 of
 Flora and
 Corporate Limits
 Madison County
 Miss. July 11th 1889.-
 drawn by R. H. Bell.

Recorded Oct. 14th. a. d. 1889.-

The following and attached document annexed
 hereto is a true and correct copy of the map of Flora as
 made by R. H. Bell of date July 11th 1889.- Reference is also
 made to the original map in possession of the Chancery Clerk

Gas Wales
To Deed
J. R. Wales
J. M. Vinson and
Ralph Eldridge
Trustees

Filed for Record at 10 O'clock A.M. Oct 16th A.D. 1889

Recorded Oct 19th 1889

For and in Consideration of \$1.00 Ten Dol
lars I hereby convey & warrant unto Gas. Robert Wales J. M.
Vinson & Ralph Eldridge Trustees and their successors in
office the following tract & parcel of land to wit:-
One (1) Acre of land lying in the intersection of the
public road & the southern terminus of the right of way
conveyed to J. R. Wales in Book N. U. p. 576 of the Chancery
y. Clerk's office of Madison County Miss. & described by
the following metes & bounds: commencing at a stake on
the north side of the public road at its intersection with said
right of way & running thence north along the west side of said
right of way 70 yds thence west to a stake 70 yds thence south
70 yds to a stake thence along said public road 70 yds East
to a stake to the point of beginning so as to include one
1 acre of land lying & being situated in section 11 Township
10 Range 3 East in Madison County Miss. for school
purposes however & when said property is no longer used
by the school Trustees of that school district as a school
house then the property herein conveyed shall revert to
& the title to same be vested in the undersigned and
in that event the building on said land shall be and
become the property of Madison County.

In Testimony whereof witness my hand & seal this 11th day of
October A.D. 1889

James ^{his} Wales
marks

The State of Miss
Madison County

Before me the undersigned F. D. Coleman
member of the Board of Supervisors of said county in & for
said County this day came James Wales & he acknowledged
that he signed & delivered the above deed for the purposes
therein set forth on day & date then above written.

Witness my hand this 11th day of October 1889

F. D. Coleman
M. B. J.

J. W. Dorris Jr. } Filed for Record at 10th o'clock a.m. Oct 17th A.D. 1889
 To { Deed
 Dr. J. W. Holland. } Recorded Oct 19th 1889

In consideration of the sum of Thirty one
 25/100 dollars paid in cash I hereby convey warrant to
 J. W. Holland. The following parcel of land in Madison
 County State of Mississippi, adjoining the city of Canton
 Commencing at the south west corner of a lot known as the
 Stokes lot on the east side of Union Street and running
 east along the southern boundary of said Stokes lot to
 Liberty Street. Thence south along Liberty Street to a
 stake. Thence west to a lot on which is located a col-
 ored church. Thence north to the north east corner of
 said church lot. Thence west to Union Street. Thence
 north to the beginning - So as to enclose One and 1/4
 acres -

Witness my hand and signature this the 17th day of Oc-
 tober 1889

J. W. Dorris Jr.

State of Mississippi }
 Madison County }

Personally appeared before the under-
 signed Henry V. Yandall Clerk of the Chancery Court of
 the said County the within named J. W. Dorris Jr.
 who acknowledged that he signed and delivered the fore-
 going Deed on the day and year therein mentioned as
 his act and deed.

Given under my hand and official seal at office this
 17th day of Oct A.D. 1889

H. V. Yandall Clerk
 W. B. Blakeman, D.C.

W. B. Stokes } Filed for Record at 9 o'clock a.m. Oct 25th A.D. 1889
 To { Deed
 Bryan Clark } Recorded Oct 25th 1889

State of Miss. }
 Madison County }

In consideration of Two hundred
 and Ten Dollars Evidence of two promissory notes

executed and delivered to me by the grantee herein one for One hundred Dollars due & payable on the first day of January 1891 & One for One hundred & ten Dollars due & payable on January the first 1892 Held as a lien upon the land herein conveyed until the full payment of principal are paid I hereby convey and warrant to Bryan Clark the land described as The $S\frac{1}{2}$ $N\frac{1}{2}$ $N\frac{1}{4}$ and $NE\frac{1}{4}$ $N\frac{1}{4}$ and $N\frac{1}{4}$ of $N\frac{1}{4}$ sec 36 T9 R2 west in said county of Madison and state of Mississippi Witness my hand & signature this the 27th day of Sept 1889

N. B. Nobles

State of Mississippi }
Madison County }

Personally appeared before me O. W. Phillips a Justice of the Peace of said county in Justice Dist. no. 2 the within named N. B. Nobles who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the 27th day of September 1889

O. W. Phillips J. P.

The Land above is described as follows To wit $S\frac{1}{2}$ $N\frac{1}{2}$ $N\frac{1}{4}$ and $NE\frac{1}{4}$ of the $N\frac{1}{4}$ and $N\frac{1}{4}$ of the $N\frac{1}{4}$ section 36 T9 R2, 88.

O. W. Phillips J. P.

M. Y. Stone }
J. L. Deed }
Lee Witherpoon }
Trustee &c. }

Filed for Record at 11:30 o'clock A. M. Oct 24th 1889

Recorded Oct 26th 1889

State of Mississippi }
Madison County }

For and in consideration of the sum of Ten dollars to me in hand paid and the receipt of which is hereby acknowledged by Lee Wither-

Witnesseeth that I have this day sold and do by these presents bargain sell alien and convey unto the said Lee Witherspoon Trustee for King Solomon's Chapel one acre of ground more or less situated and lying in the north East corner of sec. 25. T. 9. Range one East to have and to hold same and I warrant said title
 Signed by me this the 5th day of Nov. A.D. 1887.
 M. J. Stone

State of Mississippi }
 Madison County }

Personally appeared before the undersigned Henry V. Yandall Clerk of the Chancery Court of the said County the within named M. J. Stone who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.
 Given under my hand and official seal at office this 24th Day of Oct. A.D. 1889.
 H. V. Yandall Clerk
 W. J. Bradley D. C.


Lizzie Bastin
 Mary Bastin ^{and}
 Mary A. Hendricks
 To & Ned
 Nancy B. Neal

Filed for Record at 8 o'clock A.M. Oct 23rd A.D. 1889
 Recorded Oct 28th 1889

This indenture made and executed this Twenty Eighth day of May A.D. 1889 by and between Lizzie Bastin, Mary Bastin and Mary A. Hendricks their mother parties of the first part and Nancy B. Neal party of the second part all of the County of Hinds State of Mississippi Witnesseth: That for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid by the party of the second part unto the parties of the first part the receipt whereof is here by acknowledged the said parties of the first part have granted bargained released and quit claimed and do hereby grant bargain release and quit claim unto the party of the second part all right title and interest in and to the following described lands

situated in the County of Madison State of Mississippi to wit: The west half of the north west quarter of section thirty three township eight range one east containing eighty acres together with all the improvements and appurtenances thereto belonging to have and to hold unto her the said party of the second part her heirs and assigns forever.

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

Lizzie Bastin 

State of Missis }
Winds Co

Personally appeared before me the undersigned a Justice of the Peace in District No. 1 of said Co. the following named parties who acknowledged they signed the foregoing instrument with their own free will and accord

this the 16th of Sept 1889

Lizzie Bastin
Mary A. Newdick
Mary Bastin
John Fletcher J. P.

John J. Tucker }
To { Deed

Mrs. Nancy J. Tucker } Recorded Oct 28th 1889

Filed for Record at 4¹² O'clock P. M. Oct 21st 1889

This Indenture made and entered into this 21st day of October A. D. 1889 by and between John J. Tucker of the first part and Nancy J. Tucker of the County of Madison in the State of Mississippi of the second part Witnesseth That for and in consideration of the sum of One Thousand dollars cash in hand paid the receipt whereof is hereby acknowledged the said party of the first part here by conveys and warrants specially unto said party of the second part those certain lands in the said County of Madison and State of Mississippi described as follows: The East half of the south East quarter section thirty five township eleven range three East the north half of the East half of the north East quarter section

two township ten range three East known as the Murray Place and containing one hundred and twenty acres more or less; the East half of the south west quarter and the west half of the East half and the East half of the East half less twenty eight acres off the north end section thirty four township eleven range three East the west half of section thirty five same township and range less fifty six acres off the north end thereof. the west half of the East half of section thirty five same township and range the south west quarter of section thirty six same township and range less twenty one acres off the south end thereof. the East half of the north East quarter section three township ten Range three East. the west half of the north west quarter section two same township and range less that part lying south and east of Doars Creek known as the Wager See Place and containing about one thousand and sixty five acres: the north half of the west half of the south west quarter and all that part of the west half of the north west quarter lying south of Big Black River and the East half of the south west quarter all in section thirty one township eleven range three East and the north west quarter of section six township ten range three East known as the Saunders Place: and the west half of the south East quarter section thirty one township eleven range three East known as the Carter Place and containing eighty acres. together with all and singular the tenements hereditaments and appurtenances there unto belonging.

In testimony whereof witness the signature of the party of the first part this day and year first above written

Jno. S. Tucker

The State of Mississippi }
County of Madison }

Personally appeared before me the undersigned W. V. Yandall Clerk in and for said County and State the above named John S. Tucker who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and official seal this 21st day of October 1889.

W. V. Yandall, Clerk
By W. M. Blackman, Plk.

Tom Peyton & Ellen Schick } Filed for record October 28th 1889
 Mary Peyton & William Schick } at 8 a.m.
 To } Deed } Recorded October 30th 1889
 Mary Welch }

This quit claim deed made and entered into this 13th day of December 1878 between Thomas Peyton Mary Peyton and Mrs Ellen Schick, and William Schick parties of the first part, and Mary Welch party of the second part Witnesseth that the said parties of the first part have this day released relinquished and forever quitted claim unto the said party of the second part the following described lands, lying being and situated in the County of Madison State of Mississippi for and in consideration of the sum of Ten Dollars in hand paid to the said party of the second part to the <-----> parties of the first part to wit <-----> at the South West corner of the lot this day conveyed by Thomas Peyton and Mary Welch to Ellen Schick fronting on the street running parallel with the Rail Road and fronting on said street 129 feet and running back due East 480 feet to the hedge on the Ranger line, thence North 129 feet thence West 480 feet to the point of beginning on said road running in front of B. C. Dough's dwelling house. The above described property is the same sold by John J. Carveron and James Hughes to Ellen Peyton situated in the corporate limits of the City of Canton.

Witness our hands & s. <-----> December A. D. 1<----->

<----->

<----->

The names of Mary Peyton and William Schick were inserted before

Mary Peyton *(Seal)*

Wm Schick *(Seal)*

the signing sealing & delivery of this deed.

State of Mississippi } S.S.
 Madison County }

Personally appeared before me <---> S. Jeff <---> the Chancery Court of the said County the within named Thomas Peyton and William S. <---> and Mary Peyton and Ellen S. <---> their wives who severally acknowledged that they signed sealed and delivered the foregoing and annexed deed as their act and deed and the said Mary Peyton and Ellen Schick upon a private examination by me made separate and apart from their said husbands acknowledged that they signed sealed and delivered the same as their voluntary act and deed, freely, without any fear, threats or compulsion of their

said husbands:-

Given under my hand and seal of said Court this 14th day of December. A. D. 1878.-

C. S. Jeffrey Clerk

Seal

The blanks represented by brackets in red ink designate mutilations which occur in original deed:-

H. V. Youden
Chancery Clerk.

C. C. Cauthern }
Co. Deed. }
Mrs. M. Pickett }

Filed for record Nov 2. 1889 at 12. M.
Recorded Nov 2nd 1889.-

State of Miss. }
Madison Co }

Known all men by these presents that I, C. C. Cauthern of Madison Co. Miss in consideration of fifty dollars to me in hands paid, do bargain sell and convey and quit claim, and by these presents do bargain sell and quit claim, to Mrs M. Pickett, and her heirs forever all my right title interest, both at law and in equity, all that tract of land as follows. W 1/2 of SW 1/4 Sect 35. T. 10. R. 5 East, 40 as in East side N 1/2 of N E 1/4 Sect 34. T. 10. R. 5. East + N 1/2 of the remainder of N 1/2 of N E 1/4 Sec. 34. T. 10. R. 5 East.

Witness my signature this the 22^d of Mar. 1889.-

C. C. Cauthern. Seal

State Miss. Madison Co:-

Personally appeared before me, the undersigned M. B. S. the within named C. C. Cauthern, who acknowledged that he signed and delivered the within deed on the day and year therein mentioned.-

Given under my hand this the 22nd day of March 1889.

Jno. J. Lockett. M. B. S.

Sily Martin
 Allen ^{and R. Martin}
 To J. Deed of Trust
 W. H. Powell, Trustee
 Vice of the Trustee
 Home Mutual
 Building & Loan
 Association

Filed for Record Nov 2nd ad. 1889

Recorded Nov 6th ad. 1889

Satisfied by order of B. L. Roberts only April 5th 1893
 W. H. Powell Trustee

In consideration of Ten Dollars to me paid I Sily Martin (nee Sily Booth) of the City of Canton in the County of Madison and State of Mississippi, convey and warrant to W. H. Powell Trustee, the lands situate, lying and being in the City of Canton, County of Madison, and State of Mississippi, described as follows: That lot of land south of Fulton st, described in the Deed made by Jesse Dawson & others to Mrs. Booth & Sily Booth said deed recorded in Book 1 page 121 of the record of deeds for Madison Co. said book being now in the Chancery Clerk's office for said Co. Also that lot of land described as beginning at a point on the South side of Academy St, 150 feet west of the west side of East St, and running thence west 50 feet & thence South, 400 feet & thence East 50 feet & thence north, 400 feet to Academy St, the point of beginning being the same land conveyed by deed from Jno. V. Fitchett to Sily Booth, recorded in Book 77, page 615 of the record of deeds for said County. In Trust nevertheless, and for the following express uses and purposes: Now if I or my heirs executors administrators or assigns, shall ever and truly pay the sum of Five Hundred Dollars due and owing by me, to the Home Mutual Building and Loan Association of Canton Mississippi a corporation created by and existing under the Laws of the State of Mississippi, which said indebtedness is evidenced by an obligation in writing in words and figures following to wit: \$500⁰⁰/₁₀₀ Canton Miss, Nov 2nd 1889. Whereas as a member of the Home Mutual Building and Loan Association of Canton, Mississippi and holder of 3 Shares of stock of the 2nd Series, I have obtained a loan from said Association of the sum of One Hundred & Sixty six 66/100 dollars upon each of said Shares of stock as required by its Act of Incorporation and the Amendments thereto and its Constitution and the rules and regulations, adopted thereunder, I do hereby promise to pay to said Association in monthly installments on the first Tuesday in each and every month, month,

Said bond April 29 1893

interest upon said loan at the rate of 8 per centum per annum, and also on the first Tuesday in each and every month, the sum of one dollar for monthly dues, upon each of said shares of stock, and also such fines as shall be assessed against me, in accordance with said acts of Incorporation and the Constitution and rules and regulations adopted thereunder, for any default. I may, make in the prompt and punctual payment, of said installments of interest and monthly dues; said payments to continue, until the payments made to said Association on account of said, 2nd Series of stock for interest on loans and other receipts, after deducting losses and expenses, shall be sufficient to divide to each shareholder the sum of two hundred dollars upon each share of stock held in said Association. I further promise to pay immediately upon default in the payment of any installment of monthly dues or interest upon said loan, or any part thereof, to the said Association the sum of Five hundred dollars, together with all arrearages of monthly dues, interest and fines due from me to said Association after deducting the value of said shares of stock, at the time of said default, according to the rules and regulations of said Association.

Signed, Dilys Booth,

Now, if, I or my, heirs, executors, administrators or assigns, shall ever and truly pay said obligation when the same shall become due and payable, and faithfully perform all of the undertakings and promises therein contained according to its tenor and effect, and shall promptly and punctually, pay the sum of one dollar upon each share of stock in said Association held by me on the first Tuesday in each and every month until each of said shares of stock shall be equal in value to the sum of two hundred dollars, and shall pay interest at the rate of 8 per cent. per annum upon said loan, in monthly installments, on the first Tuesday in each and every month, and any fines assessed for defaults in the payment of the monthly dues and installments and interest as aforesaid, in accordance with the rules and regulations of said Association, and keep the buildings upon said premises at all times insured against destruction by fire for the benefit of said Association, in such insurance company as said Association acting through its Board, of

Directors, shall designate, for the sum of Four hundred Dollars, and shall pay all lawful taxes and assessments made upon said premises when the same shall become due and payable, then this conveyance, shall be void and of no effect, and the estate hereby created shall cease and determine. But should I or my heirs, executors, administrators or assigns, make default and fail to pay said monthly dues, installment of interest and fines, or any part thereof, or fail to keep the buildings upon said premises insured against destruction by fire, as herein before specified, or to pay all lawful taxes, and assessments upon said premises, when the same shall become due and payable, according to law, then, and in that event, the whole sum due, according to the terms of said obligation in writing, shall thereupon mature and become due and payable, and thereupon the said Trustee herein before named, or either of them, shall when requested by the said Home Mutual Building and Loan Association acting through its Board of Directors, proceed to sell said premises with the privileges and appurtenances thereto belonging, at public auction, for cash, before the south door of the Court house in Canton, Miss, after giving thirty days notice of the time place and terms of said sale, by advertisement in some newspaper published in said City. And out of the proceeds of said sale there shall first be paid the costs and commissions for making said sale; second, there shall be paid to the said Home Mutual Building and Loan Association, its successors or assigns, whatever sum or sums may then be due and payable upon said indebtedness; and third the residue, if any there be, shall be paid over to me or my heirs, administrators, or assigns. And I hereby authorize and empower the said Trustee and their successors in trust, or either of them, to adjourn said sale from time to time, at their or his discretion, by notice or publication at their or his discretion, and it shall not be necessary for them or him, to go to said place of sale to announce such adjournment.

And if I shall fail to pay the insurance premiums and lawful taxes and assessments made upon said premises, when the same shall become due and payable, according to law, I hereby authorize the Home Mutual Building and Loan Association to pay the same, and the sum or sums so expended, shall be added to and

become part of the indebtedness herein secured to be paid, payable on demand, and draw interest at the rate of two per cent, per annum from date of payment, until the same shall be reimbursed to the said Association,

The right to retain possession of said premises, until default shall be made as aforesaid, is hereby reserved. If from death or any other cause either one or both of the Trustees hereinbefore named shall fail or refuse to execute this trust, then the said Home Mutual Building and Loan Association, acting through its Board of Directors is hereby authorized and empowered to select some person or persons, to act in his or their stead, and the acts of the person or persons so selected, shall have like force and effect as if done by said parties of the second part.

And for the consideration aforesaid, I Allen B. Martin, husband of the said, Sily Martin do hereby release unto the said parties hereinbefore named as Trustees and their heirs and assigns, all right of homestead in the aforesaid premises,

Witness our signatures this 2nd day of November 1889

Sily Martin

A. B. Martin

State of Mississippi)
Madison County)

Personally appeared before me, H. V. Yancey Clerk of the Chancery Court of the County of Madison the within named, Sily Martin & Allen B. Martin, who acknowledged that they signed and delivered the foregoing deed, on the day and year therein mentioned.

Given under my hand this 2nd day of November, 1889

H. V. Yancey
Clerk.

J. J. Galloway
 J. B. Galloway
 Kate Galloway
 A. W. Galloway
 Mary Galloway
 L. W. Galloway
 Charles Galloway
 George W. Galloway

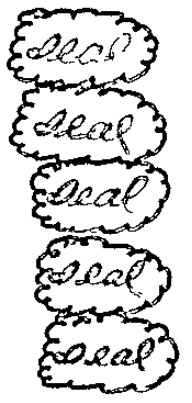
Filed for Record at 11 o'clock a.m. Aug 20th AD 1889

Recorded Nov 7th 1889

This Indenture made the 14th day of August 1889 between S. J. Galloway, J. B. Galloway, A. W. Galloway, Mary Galloway and Kate Galloway of the first part and Charles and George W. Galloway of the second part Witnesseth: that the said parties of the first part for and in consideration of the sum of ten dollars to them in hand paid by said parties of the second part the receipt whereof which is hereby acknowledged have granted sold bargained sold and conveyed and by these presents do grant bargain sell and convey to parties of the second part their heirs and assigns that certain tract or parcel of land situated in the county of Madison and State of Mississippi known and described as follows $E\frac{1}{2}$ $S\frac{1}{4}$ $\&$ $N\frac{1}{2}$ $SE\frac{1}{4}$ Sec. 22, 28, Q. S. E. $E\frac{1}{2}$ $\&$ $E\frac{1}{2}$ $S\frac{1}{4}$ Sec. 27, 28, Q. S. E. together with the appurtenances to said premises belonging and all estate title and interest both at law and in equity of the parties of the first part in same to have and to hold the said granted premises with the appurtenances unto the parties of the second part their heirs and assigns forever in fee simple and the said parties of the first part for their heirs executors and administrators do hereby covenant and agree with the said parties of the second part their heirs and assigns that said parties of the first part shall forever warrant and defend the title to the said premises unto the parties of the second part their heirs and assigns against the claim of all persons lawfully claiming the same or any part thereof except on account of taxes due from and after the 1st day of January 1889.

In Witness where of the said parties of the first part have hereunto set their hands and seals the day and year above written.

J. J. Galloray
J. B. Galloray
Kate Galloray
A. D. Galloray
Mary Galloray



State of Mississippi } S.S.
Madison County }

Personally appeared before the undersigned Henry V. Yandell Clerk of the Chancery Court of the said County, the within named J. J. Galloray, J. B. Galloray, Kate Galloray, A. D. Galloray, and Mary Galloray who acknowledge that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed.

Given under my hand and official seal at office this 20th day of August A.D. 1889.
H. V. Yandell Clerk

H. V. Yandell Commissioner } Filed for Record at 11⁵⁰ O'clock Oct 21st A.D. 1889
To & Deed }
C. L. Dickerson } Recorded Nov. 7th 1889

This Indenture made and entered into on this the 21st day of October A.D. 1889 between H. V. Yandell a Commissioner of the Chancery Court of the County of Madison State of Mississippi of the one part and C. L. Dickerson of the County of Madison and State of Mississippi of the other part witnesseth; That whereas the said Commissioner in pursuance to a decree of the said Chancery Court made at the October term 1889 thereof in the suit of Ex parte C. L. Dickerson et al Complainant No. 2293 in said Court directing the said Commissioner to see the following described lands One undivided one sixth interest in 1/2 30 1/2 A 6 1/4 less two acres off of N.E. corner 1/2 A 7 1/4 and 7 1/2 A 7 1/4 sec 22 T 11 R 3 East. And whereas the said Commissioner on the 21st day of October 1889 at the Court house door in the town of Canton in said

County within lawful hours having first given the notice required by law and said decree as will fully appear by reference to the proceedings of said Chancery Court in said cause to which reference is here made as a part of this Decree did expose for sale at public outcry to the highest bidder the above described lands on the following terms to wit: For cash when and where the said C. L. Dickerson bid for the same the sum of One hundred and twenty five Dollars which being the highest and best bid made for the said premises the same were struck off to him and he declared the purchaser thereof. And whereas the said W. V. Yandee has fully complied with the requirements of said decree by duly advertising and selling said lands for this Indenture witnesseth that in consideration of the premises and the compliance on the part of the said C. L. Dickerson with the terms of said sale as directed by said decree the said Commissioner has this day given granted bargained sold and conveyed and by these presents doth give grant bargain sell convey and confirm unto the said C. L. Dickerson his heirs and assigns forever all of the described lands together with all and singular the tenements hereditaments and appurtenances thereunto belonging or appertaining To Have and to hold the above granted bargained and described premises unto the said C. L. Dickerson his heirs and assigns to his and their only proper use benefit and behoof forever as fully and effectually to all intents and purposes in the law as he the said Commissioner could or ought to see and convey the same by virtue of the decree of the Court aforesaid.

In Testimony whereof the said W. V. Yandee Commissioner as aforesaid has hereunto set his hand and affixed his seal the day and year first aforesaid.

W. V. Yandee Commissioner

(Seal)

J. M. Allen
 To: J. Deed
 Anderson Roberts
 J. M. Conway
 Thomas Smith
 Trustees &c

Filed for record Oct 23rd 12³⁰ P.M.

Recorded Nov 7th A.D. 1889 11⁴⁵ AM

In consideration of Ten dollars in hand paid and the further consideration of one acre of land, being enclosed by a wire fence (said acre being the land on which the Grave Yard is located) I convey and warrant to Andrew Roberts, W. M. Conway and Thomas Smith, Trustees of Liberty Chapel, W. M. E. Zion Church and their successors in office, the following Land, situated in Madison County, Mississippi, and described as two (2) acres out of the East 1/2, South West 1/4, Section 6, Township 10, Range 5 East, said 2 acres, bounded on the north by Liberty School lot, on the east and south by Lands of J. M. Allen on the west, by Lands of Fletcher Taylor. The above land is to be used for Church, and Grave Yard purposes, and none other, and whenever it ceases to be used as such, then the title to said land is to revert to J. M. Allen.

Witness my signature this

14th October 1889

J. M. Allen

State of Mississippi
 Madison County

Personally appeared before me, a Justice of the Peace, of the County aforesaid, J. M. Allen who acknowledged that he signed and delivered the foregoing deed, as his own act and deed, on the day and year therein named.

Witness my hand this 17th day of October 1889

Saml. Milton J.P.

J. M. Allen
 To: J. Deed
 E. Scott
 Clark Singleton
 Peter McMurtry
 Trustees

Filed for record 12³⁰ P.M. Oct 23rd A.D. 1889

Recorded Nov 7th A.D. 1889

In Consideration of ten dollars in hand paid I convey and warrant to, E. Scott, Clark Singleton

and Peter M. Murtray, Trustees of Liberty Public School and their successors in office, the following land situated in Madison County, Mississippi, and described as one acre out of the East $\frac{1}{2}$ South West $\frac{1}{4}$, Section 6, Township 10 Range 5 East, said acre of land bounded north by public Road East by land of J. M. Allen, west by land of Fletcher Taylor and south by land deeded to Liberty Chapel Church, the above land to be used for Church purposes, and none other and whenever it ceases to be used as such, then title to said land is to revert to J. M. Allen. Witness my signature this 17th October 1889

J. M. Allen

State of Mississippi }
Madison County, I.

Personally appeared before me a Justice of the Peace of said County, J. M. Allen who acknowledged that he signed and delivered the foregoing deed as his own act and deed on the day and year therein named. Witness my hand this 17th day of October 1889

Saul Miltow J.P.

Kinchin Chubb } Filed for record 250 P.M. Oct 28th 1889
To S. D. and
Henry Chubb } Recorded November 7th 1889

For and in consideration of the sum of one dollar, I hereby bargain sell and convey to Henry Chubb the following described lands in Madison County Miss, to wit: The E $\frac{1}{2}$, S or $\frac{1}{4}$ Sec 15, T 9 Range 4 E, containing (80) Eighty acres more or less, Witness my hand this 1st day of August 1889

Kinchin Chubb

State of Mississippi }
Madison County, I.

Personally appeared before me the undersigned Justice of the Peace of said County the above named Kinchin Chubb, who acknowledged that he signed and delivered the foregoing deed on the day and year therein written, as his act and deed.

Given under my hand this 2nd day of August 1889

Wm. Griffin J.P.

Frank Chubb } Filed for record Oct 28th 2⁵⁰ P.M. 1889
 To & Deed }
 Henry Chubb } Recorded Nov 4th A.D. 1889

For and in consideration of the sum of one Dollar, I hereby bargain, sell and convey to Henry Chubb the following described lands in Madison County, Mississippi to wit; the N 1/2, SE 1/4, and S 1/2, or 1/2, SE 1/4, less 9 a. and less 2 a. for grove yard, sec 15 T. 9 R. 4 E.
 Witness my hand this 1st day of August 1889
 Frank Chubb

State of Mississippi }
 Madison County }

This day personally appeared before me the undersigned Justice of the Peace of said County, Frank Chubb, who acknowledged that he signed and delivered the above foregoing deed as his act and deed, on the day and year therein written, Given under my hand this 2nd day of August 1889
 Wm Griffin J.P.

Henry Chubb } Filed for record Oct 28th A.D. 1889 3 O'clock P.M.
 To & Deed }
 Kinch Chubb } Recorded November 15th A.D. 1889

For and in consideration of the sum of one dollar, I hereby bargain, sell and convey to Kinch Chubb my son, the following described lands in Madison County Mississippi, to wit; SE 1/4, less 49 a. out of SE Cor, and less 14 1/2 a. off N. side and less 2 a. out N End for Grave Yard containing by estimation twenty four and one half (24 1/2) Acres, Witness my hand this 2nd day of August 1889
 Henry Chubb
 H.C.

State of Mississippi }
 Madison County }

This day personally appeared before me the undersigned Justice of the Peace of said County Henry Chubb, who acknowledged that he signed and delivered the above foregoing deed as his act and deed, on the day and year therein written, Given under my hand this 2nd day of August 1889
 Wm Griffin J.P.

Henry Chubb } Filed for record Oct-28th 3 P.M. AD 1889
 To J. Dea }
 Frank Chubb } Recorded November 15th 1889

For and in consideration of the sum of one Dollar,
 I hereby bargain sell and convey to Frank Chubb, my son
 the following described lands in Madison County, Mississippi to wit:
 $E\frac{1}{2}$ & $N\frac{1}{4}$ & $14\frac{1}{2}$ A^c off west side of $N\frac{1}{2}$, $SE\frac{1}{4}$, Sec 15, T. 9, R. 4
 E, containing by estimation, $9\frac{1}{2}$ Acres.

Witness my hand this 2nd day of August, 1889.
 Henry ^{his} Chubb
 owner

State of Mississippi }
 Madison County }

This day personally appeared before me the
 undersigned Justice of the Peace of said County, Henry Chubb
 who acknowledged that he signed and delivered the above
 and foregoing deed on the day and year therein written as his
 act and deed.

Given under my hand this 2nd day of August 1889
 J. W. Griffin J.P.

J. J. Gilman } Filed for record Nov 8th AD 1889 12³⁵ P.M.
 To } Dea }
 Jasper Nichols } Recorded Nov 15th AD 1889

State of Mississippi }
 County of Madison }

This Indenture made this the first day of
 Nov A.D. 1889 by and between J. J. Gilman party of the first part &
 Jasper Nichols party of the second part, witnesses that the said
 J. J. Gilman doth by these presents bargain sell and convey with war-
 ranty of title unto the said Jasper Nichols, his heirs and assigns
 certain parcels of land, described as follows. To wit: the $N\frac{1}{2}$
 $E\frac{1}{2}$ $SE\frac{1}{2}$ Sec 4, also all that part of $E\frac{1}{2}$ $NE\frac{1}{4}$ Sec 4 lying
 & being south off on East & west line running across said
 $E\frac{1}{2}$ $NE\frac{1}{4}$ Sec 4, West from a certain black jack tree
 marked with a cross & two chops & standing on or near
 section line on the east line, said $E\frac{1}{2}$ $NE\frac{1}{4}$, Sec 4.
 Also all that part of $N\frac{1}{2}$ $NE\frac{1}{4}$ Sec 4, line & being south
 of, an East and west line running east across said
 $N\frac{1}{2}$ $NE\frac{1}{4}$ $SW\frac{1}{4}$, from a stake standing at the foot

of the north gate post, on the west side, said $\frac{1}{2}$ NE $\frac{1}{4}$ sec 4,

all the above described land in sec 4, Town 9, R. 3 East in the County of Madison & State of Mississippi, to have and hold, the same with the said nichols, his heirs and assigns forever. The consideration of the aforesaid parcel of land being three promissory notes of even date here with, made by the said Jasper Nichols, paid to the said J. J. Gilman. One note for Three hundred and sixty three ^{dollars} $\frac{33}{100}$, payable one year after date, with interest after maturity at 10 per cent per annum. One note for Three hundred twenty two $\frac{66}{100}$ dollars, payable after date, with interest after maturity at 10 per cent per annum, and one note for Three hundred & fifty four $\frac{93}{100}$ dollars, payable three years after date, with interest after maturity at 10 per cent per annum. For the full payment of which note, principal & interest a lien on the above described parcels of land is hereby reserved by the said J. J. Gilman.

The said J. J. Gilman gives the said nichols a right of way to and from the said parcels of land three feet in width along the western side N $\frac{1}{2}$, NE $\frac{1}{4}$, said sec 4, also the same, along the west side, SE $\frac{1}{4}$, sec 33, Town 10, R. 3. East in County and State aforesaid.

In witness where of I hereunto set my signature this day: first above written

J. J. Gilman

State of Mississippi } (SS)
Madison County

Personally appeared before me the V. Yandus Clerk of the Chancery Court of the said County, the within named J. J. Gilman who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal at office this 8th day of Nov-1888
V. Yandus
Clerk

J. J. Cauthen } Filed for record Nov 15. 1889 at 5 P.M.
 To } Deed } Recorded Nov 16. A.D. 1889.
 William Dawson }

State of Mississippi }
 Madison County }

In consideration of the sum of Five Hundred Dollars to me in hand paid receipt whereof is hereby acknowledged I convey and warrant to William Dawson the following described tract of Land lying in Madison & Leake counties to wit Sixty six & two thirds ($66\frac{2}{3}$) acres off the South side of the South East quarter of Section twelve Township Eleven Range five east & thirty three & a third ($33\frac{1}{3}$) acres off the South end of the west half of the South west quarter of Section Seven Township Eleven Range Six east containing one hundred acres more or less.

In witness whereof I subscribe my signature on this the 15th day of November 1889-

J. J. Cauthen

State of Mississippi }
 Madison County }

Personally appeared before me the undersigned Henry V. Yandell Clerk of the Chancery Court of the said County the within named J. J. Cauthen who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed:-

Given under my hand and official seal at office this 15th day of November A.D. 1889-

H. V. Yandell
 Clerk

M. B. Jones } Filed for record Oct 31st 8. a.m. 1889
 To } Deed } Recorded Nov 16th A.D. 1889
 Mrs. Rubena Bradley }

For and in Consideration of the sum of Eight hundred Dollars Cash in hand, I this day transfer to Mrs. Rubena Bradley all my right, title, interest & all claims to the following described lots of land, to wit; all of the $\frac{1}{2}$ lot 1 square 1 measuring 25 feet on Front Street by 125 feet in rear, together with the appertinances, one Stone house thereunto belonging, also land & in M. B. Jones addition to north Flora, together with