

M. L. Shrock
To} Deed.
B. F. Cotton }

Filed for record Jan. 14. 1890 at 4. P. M.-
Recorded January 15th a. D. 1890.-

The State of Mississippi
Holmes County. }

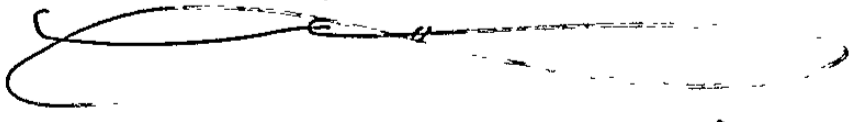
Personally appeared before me R. J. Moody Mayor of
Goodman & Ex. officio a Justice of the Peace in and
for said State & County M. E. Ward one of the subscribing
witnesses to the within deed, who being first duly
sworn deposes and says that he saw the within
named M. L. Shrock whose name is subscribed thereto
sign and deliver the same to the within named B.
F. Cotton and that he saw the other subscribing
witness Mollie Shrock sign the same in the presents
of the said M. L. Shrock & that they signed the same
in the presents of each other on the days and year
therein written. In testimony whereof witness my
hand and seal of office this the 13th day of January
1890.-

R. J. Moody Mayor
of Goodman & Ex Off. J. P.-

State of Mississippi
Attala County }

For and in consideration of
the sum of Three hundred and sixty Dollars in hand
paid, I hereby grant bargain sell convey and warrant
to B. F. Cotton the following tract or parcel of land
situated in the County of Madison State of Mississippi
and known as the West half of the North East
~~Quarter of Section twenty - Township twelve Range~~
~~Four East containing Eighty acres more or less.~~

Witness my signature this 13th day of January
A. D. 1890.-

M. L. Shrock


Witnesses
Mollie Shrock.-
M. E. Ward.-

J. J. Parker } Filed for record Jan'y 14. 1890 at 4. P. M.
 To } Deed } Recorded January 15th 1890.
 Jesse D. Ashley }

State of Mississippi
 Madison County }

In consideration of the sum of Three hundred dollars cash in hand paid the receipt of which is hereby acknowledged I hereby convey and warrant to Jesse D. Ashley the following described land situated in Madison County - State of Mississippi and described as the East half of the South east quarter of Section 21. Township 12. Range 5 East.

It is hereby agreed and understood that all pine trees suitable for sawing are exempt from this Deed.

Witness my hand January 10th 1890.

J. J. Parker.

The State of Mississippi }
 Attala County }

This day personally appeared before me the undersigned Justice of the Peace in and for said County the within named J. J. Parker who severally acknowledge that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand of office this the 10th day of Jan. 1890.

W. J. Messenger J. P.

W. J. McDaniel } Filed for record Jan'y 14th 1890 H. P. M.
 To } Deed } Recorded Jan'y 15th 1890.
 J. J. Parker }

State of Mississippi
 Madison County }

In consideration of the sum of \$210⁰⁰ payable as follows: - one note for \$210⁰⁰ dated this day & payable the 15th day of Nov^r 1889 - I hereby sell convey & warrant to J. J. Parker his heirs & assigns forever the following described land situated in the County of Madison State of Miss. & described as follows: - all the land S. E. of the old Rail Road but the same being a part of N.W. 1/4 of S. 21. T. 12. R. 5 E. containing 38 acres more or less.

Witness my hand August 20th 1889.

W. J. McDaniel

State of Mississippi }
Madison County }

Personally appeared before me W. J. Linn
a justice of the Peace of the County Madison said State
the within named W. J. McDaniel who acknowledge
that he signed and delivered the foregoing instrument
on the day and year herein mentioned.-

Given under my hand this the 28th day of Decr.
1889 -

W. J. Linn J. P.

J. M. Allen }
Fannie Allen }
To of Deed }
M. Haffey }

Filed for record Decr. 23. 1890
at 12. M.
Recorded January 15th. 1890.-

State of Mississippi }
Madison County }

In consideration of Six hundred dollars. We hereby
convey and specially warrant to M. Haffey the land
described as the Eighty six acres off the North end of
Lots 1 & 2 Section 7 Township 10. Range 5 East and
West of the Boundary Line. Also Twenty five acres in the
South East corner of South East 1/4 Section 6. West of
boundary Line. also that being in Lot Six of said
Section in the County of Madison and State of
Mississippi.-

Witness our signature the 16th day of January 1889
J. M. Allen.
Fannie Allen.-

State of Mississippi }
Madison County }

Personally appeared before me
D. J. Brown a justice of the Peace of said County of
Madison said State the within named J. M. Allen
Fannie Allen who acknowledged that they signed
and delivered the foregoing instrument on the day and
year therein mentioned.-

Given under my this 16th day of January 1889.-
D. J. Brown
J. P.

Melvin Wagoner
and
Mary Wagoner
To } Deed of Trust
L. Bridgeforth Trustee
To secure
Bank of Pickens.

Filed for Record Decr 28 1889
at 8. a. m.

Recorded January 15th a. D. 1890.

This Trust deed made this the 27 day of Dec. 1889 between Melvin & Mary Wagoner of the first part and L. Bridgeforth Trustee to secure Bank of Pickens doing business at Pickens, Holmes County, Miss. of the third part is to witness that whereas said first part is justly indebted to said Bank of Pickens in the sum of \$270 ⁹/₁₀₀ for money loaned as evidenced by the promissory note of said first party of even date with this instrument for that amount payable to said Bank of Pickens or order on 1st day of Oct. 1890. with interest at the rate of 10% per annum from maturity until paid. And whereas first said party is desirous of securing the prompt payment of said note at maturity. Now therefore in consideration in consideration of the sum of one dollar to us in hand paid by the said L. Bridgeforth Trustee the receipt of which is hereby acknowledged the said first party have this day and do by these presents bargain sell alien convey warrant unto the said L. Bridgeforth Trustee aforesaid or his successor the following described property in the County of Madison & State of Miss. - The $\frac{1}{2}$ $\frac{1}{2}$ of $\frac{1}{4}$ $\frac{1}{4}$ Section 15. T. 11. R. 3. East also $\frac{3}{4}$ of $\frac{1}{4}$ Section 17. T. 11. R. 3. East. One Black Horse mule one sorrel Mare mule. One Bay Horse. One two horse wagon. above described property being now in our possession and is intended to describe all the property we now own - also all the crops of cotton, corn, fodder, cotton seed & all other agricultural products raised by or for us on lands above described. also all rent, cottons or monies that may be due me for rent of land for the year 1890. To have & to hold unto the said L. Bridgeforth Trustee his heirs or successors forever. In trust however upon following terms and conditions If said first party shall well & truly pay said note at maturity & all cost incurred on account of this deed then this deed to be void, but if said note shall not be so paid then said Trustee, or any other Trustee whom the holder of this note may appoint shall take possession of said property and sell the same at public outcry for cash on the premises.

After giving ten days notice of such a sale, by posting written notices in public places in said County and said Trustee or his successor or is hereby authorized to make a deed & convey lands so sold to the purchaser thereof & out of the proceeds of such sale he shall first pay the cost and expense of such sale - then said note with accrued interest above described - & if any balance remain pay such a balance to said first part. The holder of said note is hereby authorized to pay all taxes due on said property & add to the face of said above described note & when so paid shall draw 10% interest per annum from payment thereof until repaid by party of first part. In testimony whereof said first part has hereunto set our signatures, - this the 27 day of Decr. 1889 -

Melvin ^{his} ~~mark~~ Wagoner
 Mary ^{her} ~~mark~~ Wagoner -

State of Mississippi }
 Holmes County. }

Personally appeared before me B. W. Cotten Mayor of Pickens the within named Melvin & Mary Wagoner who acknowledged that they signed & delivered the foregoing instrument on the day & year therein mentioned. -

Given under my hand this the 27th day of Decr. -
 A. D. 1889 -

B. W. Cotten
 Mayor. -

R. W. Dwyer
 Lena Dwyer
 To of Deed
 Sophie Perlinsky

} Filed for record Decr 26th 1889
 at 10. a. m. -
 Recorded January 15th 1890

In consideration of the sum of Fifteen hundred dollars paid us this day the receipt of which we have acknowledge. We have this day conveyed and warranted to Sophia Perlinsky the following lot or parcel of land lying in the City of Canton in the City of Canton in the County of Madison in the State of Mississippi to wit. that certain lot and residence fronting on the South side of Peace Street - about

109 feet and running back by parallel lines South about 200 feet on which we now reside heretofore known as the Douglas Lot. Said Lot is numbered 33 on a map made by J. P. George of said City of Canton and now among the records in the Office of the Chancery Clerk of said County. Said lot lies directly West of the Presbyterian Church with a street or alley between it and the Church Lot.

Witness our hands & signatures this the 3rd day of Decr 1889.

R. W. Duffey

Mrs Lena Duffey.

State of Miss }
Madison Co. }

Personally appeared before me A. P. Hill Mayor & Ex. Officio J. P. R. W. Duffey & Mrs Lena Duffey who acknowledged that they signed and delivered the foregoing deed on the day & year therein mentioned.

Witness my hands this the 3rd day of Decr 1889.

A. P. Hill Mayor & Ex Off J. P.

L. Foot and
R. C. Smith
of Deed
Mississippi State Bank

Filed for record Jan 1. 1890

at 9 A. M.

Recorded Jan'y 15th 1890.

L. Foot & R. C. Smith composing the Banking firm in Canton Miss. under the firm name of Foot & Smith for value received of the Mississippi State Bank do hereby convey & warrant to said Mississippi State Bank the following parcel of land in the County of Madison in the State of Mississippi & in the City of Canton viz Lot No. one in Square No. seven less 30 feet off of the South end of said Lot and 26 feet off of the West side of Lot No. two in Square No. 7 less 30 feet off of the South end of said 26 feet said Lot being known as the "Old Stone corner" which fronts on Liberty Street 170 feet & also fronts on Peace Street 126 feet.

Witness our signatures this the first day of January A. D. 1890.


R. C. Smith

L. Foot.

The State of Mississippi }
County of Madison }

This day personally appeared before me Robert Powell a Notary Public in & for the City of Canton in County & State aforesaid R. C. Smith & L. F. Hook who acknowledged that they signed and delivered the foregoing deed as their act & deed on the day therein named:-

Given under my hand & seal of office this the first day of January A. D. 1890.-

Robert Powell
Notary Public. 

Ella J. Lee and
R. C. Lee
To J. Trust Deed
Albert R. Shattuck Trustee
To secure
British and American
Mortgage Company Limited

Filed for record January
9th A. D. 1890 at 11⁵⁰ A. M.
Recorded January 15th 1890

This Indenture made and entered into this Third day of January A. D. 1890 by and between Ella J. Lee and R. C. Lee her husband of the County of Madison in the State of Mississippi of the first part Albert R. Shattuck of the City of New Orleans in the State of Louisiana of the second part as Trustee and the British and American Mortgage Company Limited of the third part Witnesseth that the parties of the first part for and in consideration of the sum of Ten Dollars to them in hand paid by said party of the second part the receipt whereof is hereby acknowledged and the considerations hereinafter stated have granted bargained sold conveyed warranted and delivered and do by these presents grant bargain sell convey warrant and deliver unto him the said party of the second part and his heirs successors and assigns all the following described real estate situated and lying in the County of Madison and State of Mississippi to wit:- That plantation lying and being in the County of Madison State of Mississippi known as the "Home Place" and "Bass Quarters" and composed of the following described parcels of land to wit; South West quarter of Section Six (6) all of Section Seven (7) except

Same for pay out of this deed of Trust returned until Jan 1st 1897 - see Record Book C. C. E. page 396 & 397. A. B. Comp. January block

South East quarter of South East quarter (the North half of East half of South West quarter and West half of North East quarter East half of North West quarter (North half of West half of North West quarter of Section Eight (8) North half of East half of North East quarter of Section Seventeen (17) West half of North East quarter and North West quarter of Section Eighteen (18) North half of West half of North West quarter and ten (10) acres off East side of North half of East half of North West quarter of Section Nine (9) all in Township Seven (7) Range Two (2) East and also South East quarter and East half of South West quarter Section Twelve (12) and North half of North West quarter Section Eight (8) all in Township Seven Range One (1) East containing in all Sixteen hundred and fifty (1650) 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 anywise 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 parties of the first part are jointly and severally indebted to said British and American Mortgage Company Limited in the sum of Seven Thousand Five hundred (\$7500⁰⁰) dollars for money lent as evidenced by the Three promissory notes of said parties of the first part dated the Third day of January A. D. 1890 and to become due as follows to wit One note for \$250 (Two hundred & fifty dollars due January 1st 1891 fixed One note for \$250 Two hundred & fifty dollars due January 1st 1892 fixed One note for \$7000 Seven Thousand dollars due January 1st 1893 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 Three interest notes have been executed under the same date to become due as follows to wit One note for \$745⁸⁵ Seven hundred & forty five ⁸⁵ dollars due Jan. 1st 1891 fixed One note for \$725 Seven hundred & twenty five dollars due January 1st 1892 fixed One note for \$700 Seven hundred dollars due January 1st 1893 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

Part of land described in this deed has been returned - see Record Book E. C. E. page 425
 B. P. Stamp book

Part of the Land described in this deed is not one acre of land
 as entered in Return which is recorded in Book EEE page 577
 has been released from the provisions of this deed of 1897
 Antonio my agent in 1897

And whereas it is understood and agreed that said parties of the first
 part will promptly pay all taxes assessments and charges that are or
 would become a lien upon said property - as the same may be due and
 payable - and will keep the buildings and machinery situated on said
 lands insured for the full term of this conveyance in some responsible
 company or companies satisfactory to the said party of the third
 part - in the sum of — dollars and will assign 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
 persons interested in the debts secured herein, and that if said
 parties of the first part shall fail to obtain and keep up
 such 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 on
 said property when they become due - or shall permit the same
 to be sold therefore 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 moneys so paid and
 all expenses incurred therein and thereby and all payments
 made at the option of the said party of the third part - or by
 any person interested as aforesaid for insurance by reason of
 any failure of said parties of the first part to obtain or keep
 up the insurance or to assign and deliver said policies as
 hereinbefore provided - and all attorneys fees fixed at five per
 centum per annum on 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 & demandable
 then the whole of the indebtedness secured in and by this
 instrument may at ~~at~~ the option of said party of the third

or its assigns and without notice to said parties 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 institute proceedings respectively for the collection at law or in equity of such amounts as may be then unpaid. And the said Ella J. & R. L. Lee 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 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 effect. If default is made in the payment of any of the debts above described or any portion thereof when due or if any of the covenants and agreements herein set forth are not kept then the said parties of the second part part when so requested by the party of the third part or any holder of said note or notes or by any person interested in the other debts herein provided for may take possession of said property and sell the same in bulk at his option or so much thereof in parcels as may be necessary to meet said indebtedness and the expense of executing this trust including a commission of five per cent for his individual services at the door of the Court House in said County of Madison by public auction to the highest bidder for cash twenty days previous notice of the time place and terms of such sale having been first given in some newspaper published in the County of Madison by at least two insertions the last insertion not to be less than one week before the day of sale or by notices posted up one at the Court House door and at two other public places in said County such 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 lands so sold the usual recitals wherein shall be received in all courts

of law or equity as full and sufficient proof of the matters therein stated - and at such sale any of the parties hereto may become a purchaser or purchasers - and the proceeds of such sale shall be applied first to the payment of the costs 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 the said Ella J. Lee 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 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 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 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 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 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 tenant 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 parties Ella J. & R. C. Lee of the first part have hereunto set their hands this the 6th day of January A. D. 1890.

R. C. Lee

Ella J. Lee -

State of Mississippi }
County of Hinds }

Personally appeared before me Geo. Lemon a Notary Public for the City of Jackson County of Hinds & State of Miss. the within named Ella J. & R. C. Lee who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hands this the 7th day of January A. D. 1890.

(Seal)

George Lemon
Notary Public

J. H. Robinson and } Filed for records Jan'y 13th 1890 at 3 P.M.
Louisa Robinson } Recorded January 16th 1890 -
To } Deed

Clora Grandberry } State of Miss Rankin Co.
For and in consideration of the sum of \$70.00 to us in hand paid we convey & warrant to Clora Grandberry the following lands described as Lots 14, 15 & 16 Block A as appears on the map of Semarca all in Madison County State of Miss at Madison Station recorded in Book U. V. Page 80. Witness our signatures the 3rd day of September A. D. 1889.

J. H. Robinson Louisa Robinson

State of Miss } This day personally appeared before me the under Rankin Co. signed officer in & for said County J. H. Robinson who makes oath that he signed and delivered the foregoing instrument as his act and deed. Witness my hand this 3rd day of Sept. A. D. 1889.

W. E. Taylor J. P. *(Seal)*

Also before me personally appeared this 3rd day of Sept 1889 Louisa Robinson wife of J. H. Robinson who makes oath that she signed and delivered the foregoing instrument as her act and deed.

Witness my hand this 3rd day of September a. D. 1889.-

W. E. Traylor J. P. 

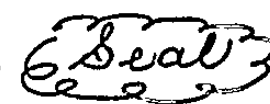
Walter B. Cordts }
To: } War. D. }
Leila S. Cordts }

Filed for record Decr 27. 1889 at 12³⁰ P. M.
Recorded January 16th 1890.-

In consideration of the sum of Three Thousand dollars cash in hand paid me by Leila S. Cordts the receipt of which is hereby acknowledged. I Walter B. Cordts do hereby convey & warrant unto the said Leila S. Cordts forever the following described real & personal property lying being & situated in the County of Madison & State of Mississippi to wit: - 60 acres out of the E 1/2 N E 1/4 & 38 1/4 acres out of the E 1/2 S E 1/4 Sec. 35. T. 10. R. 1. East or all that portion of said subdivisions North of the public road said 60 & 38 1/4 acres being all of said subdivisions East of a line commencing 110 yards East of the North West corner of the first mentioned subdivision & running South to the Public Road. Also 24 acres out of the W 1/2 S W 1/4 Sec. 36. T. 10. R. 1. E. or all that portion of said subdivision North of the Public Road & West of Panther Creek. Also the W 1/2 N W 1/4 Sec. 36. & Lot 7 Sec 25. T. 10. R. 1. East. Also the S 1/2 S E 1/4 Sec 6 & S 1/2 W 1/2 S E 1/4 Sec 7. & 10 acres more or less off of the South end N 1/2 W 1/2 S E 1/4 Sec. 7 T. 9. R. 2. East. or all that portion of said subdivision North of the Road running from the Cordts Homestead to the Canton Road in front of Russell's Store. & all that property both real & personal described in those deeds recorded in Book V. V. pages 436 et seq & Book X. X. Page 182 of the Record for deeds in said County & State said Books being now in the Chancery Clerks Office for said County.

Witness my hand & seal this the 27th day of Decr. a. D. 1889.-

State of Mississippi }
Madison County } S.S.

Walter B. Cordts - 

Personally appeared before the undersigned Henry V. Yandell Clerk of the said County the within named Walter B. Cordts who acknowledges that he signed and delivered the foregoing deed on the day & year therein mentioned as his act and deed.

Given under my hand & official seal at office this 27th day of Dec. a. D. 1889.



H. V. Yandell Clerk

This Mortgage lien is satisfied in full by payment of the money to me this day December 18. 1891 Jno. Handy - Justice

Ada L. Ellis } Filed for record Dec 31st 1889 at 5 P.M.
To } Deed } Recorded January 16th A.D. 1890
Alice Powell }

For & in consideration of the sum of twenty five dollars in cash paid me by Alice Powell and of the further sum of fifty six dollars to be paid to me by her on the first day of January 1891 for which she has given me her note of this date I Ada L. Ellis do by these presents bargain sell & convey to the said Alice Powell her heirs & assigns forever the following described tract or parcel of land in Canton Madison County Miss to wit beginning at a stake 319 1/2 feet South of the intersection of Hickory Street & North Street thence West 220 feet more or less thence North Sixty feet thence East to Hickory Street 220 feet thence South 60 feet to the point of beginning and a vendors lien for the payment of the note above described with interest at ten per cent per annum after it becomes due according to the tenor of said note is hereby expressly retained and if said note is not paid the said Alice Powell hereby covenants & agrees with said Ellis her heirs & assigns that said lot or parcel of ground be sold at public auction to highest bidder for cash at South door of the Court House in Canton aforesaid after giving three weeks notice of the time place & terms of sale and for the purposes of such sale & the effectuation of said lien John Handy and A. H. Parker or either of them are hereby empowered to advertise & sell said property & out of the proceeds after paying all expenses of said trust to pay whatever may then be due to said Ada L. Ellis on said note & the balance of such proceeds of sale of said property to be paid to me The Notice of sale herein provided for may be giving by posting notices thereof at the South door of the Court House aforesaid and at the post office door in Canton aforesaid

Witness our signatures this 31st day of December 1889 the words "is hereby expressly retained" being first interlined -

Ada L. Ellis

Alice ^{her} Powell
mark

State of Mississippi }
Madison County } s.s. Personally appeared before the undersigned Mr. Allen Clerk of the Circuit Court of the said County the within named Ada L. Ellis who acknowledges that she signed sealed and delivered the foregoing deed on the day and year therein mentioned as her act and deed -

Given under my hand and official seal, at office this 31 day of Dec. A. D. 1889.-

M. Allen Clerk

By J. P. Parker D. C.-

State of Mississippi }
Madison County } = S.S

Personally appeared before the undersigned M. Allen Clerk of the Circuit Court of the said County the within named Alice Powell who acknowledges that she signed sealed and delivered the foregoing deed on the day and year therein mentioned as her act and deed.-

Given under my hand and official seal at office this 31 day of Dec. A. D. 1889.-

M. Allen Clerk

By J. P. Parker. D. C.-

C. G. Andrews }
To of Deed of Trust }
John T. Buck To secure }
Capital State Bank. } Filed for record Jan. 3. 1890
at 8. A.M.
Recorded January 16th A. D. 1890

The State of Mississippi - Lauderdale County.-
This deed of Trust made this ___ day of ___ A. D. 189__
Witnesseth that whereas C. G. Andrews party of the first part is indebted to the Capital State Bank of Jackson Miss. in the sum of one hundred Dollars evidenced by my note of that amount and whereas said party of first part expects said Capital State Bank to advance money during the year 1890 at such prices as may be agreed upon at the time of delivery and whereas said party of the first part has agreed to secure the payment of said indebtedness as also any further amounts that may be advanced as aforesaid and not mentioned herein. The party of the first part in consideration of the premises as well as for ten dollars to him paid by John T. Buck Trustee does hereby bargain sell assign set over and convey to said Trustee the following described property situated in Madison County Mississippi viz. entire interest in any and all crops of cotton corn, and all other agricultural products to be planted and now being raised by him and any hands he may employ during

the year 1890 on land belonging to himself — now leased
 and occupied by — or any other land he may rent and
 cultivate during said year and any and all cotton and corn
 that may be due said party of the first part as rent for said
 year and — unexpired lease of the land aforesaid and the
 real estate described as follows: — one undivided half interest
 in the following described lands: — $\frac{E}{2}$ of $\frac{E}{2}$ + $\frac{S}{2}$ of $\frac{E}{2}$ of
 $\frac{NW}{4}$ + $\frac{NE}{2}$ of $\frac{W}{2}$ of $\frac{SE}{4}$ Section 9 + $\frac{E}{2}$ of $\frac{NE}{4}$ + $\frac{W}{2}$ of $\frac{NW}{4}$
 + $\frac{S}{2}$ Section 10 + $\frac{W}{2}$ of $\frac{W}{2}$ Section 11 + $\frac{W}{2}$ of $\frac{NW}{4}$ Section 14 +
 $\frac{NE}{4}$ + $\frac{E}{2}$ of $\frac{NW}{4}$ Section 15 all in Township 8 Range 2 West
 and any increase of property real or personal that may be
 hereafter acquired by purchase or otherwise the title to which
 unto said Trustee or any successor I warrant and agree forever
 to defend. In trust however that if said party of the first
 part shall on or before the 1st day of December 1890 pay
 what may be due said Capital State Bank for money
 advanced as aforesaid and all costs incurred on account of said deed
 of Trust then this Deed of Trust to be void as to the indebtedness
 contracted to that time but if default is made in said payments or
 any part thereof or subsequent indebtedness under this contract the
 Trustee shall take possession of said property without notice of any
 kind and having given 30 days notice of the time place and terms of
 sale by posting written notices at three public places in said County
 sell said property or a sufficiency thereof to make said payments for
 cash at public auction at the front (Eastern) door of City Hall in
 Jackson Miss. And said Capital State Bank or its legal representatives
 can at any time it may desire appoint a Trustee in the place of Jno. J. Buck
 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 or about to be removed out of said county he shall
 take the same into his possession and hold till said payments are
 made or till said property is sold as aforesaid but until demanded
 by the Trustee for either of the purposes as aforesaid said party of first
 part can hold the same. It is further distinctly understood and
 agreed between the parties aforesaid that the prices charged in account
 for goods supplies and merchandise sold so far as the same has been
 agreed upon by and between the parties at the time of sale shall be
 deemed and held to be fair and reasonable and if no such prices have
 been agreed upon that the credit market price prevalent at the time of
 sale & delivery may be charged and collected under this Deed of Trust

and that should the said Trustee take possession of said crops of corn & cotton or any part thereof - he may proceed to gather - or cause to be gathered - any and all of said crops standing in the field & ginn & prepare the cotton or cause it to be ginned and prepared for market & thereafter sell it to the best advantage at private or public sale - as the case may be - and all expenses of picking gathering ginning - baling - & selling shall be a lien upon such corn & cotton & be paid out of the proceeds of sale thereof.

Witness my signature this 28 day of Decr 1889.-
C. G. Andrews.-

The State of Mississippi }
Lauderdale County }

This day personally appeared before me the undersigned W. St. Curtis Clerk in and for said County the within named C. G. Andrews 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 28 day of Decr A. D. 1889.-

W. St. Curtis.

Seal

William Mc Culloch
Kate Mc Culloch
E. St. Anderson
Sarah Anderson
Joseph P. George
Margaret George
Owen Van Vactor
Ann Van Vactor
T. J. Deed
C. E. McStay

Filed for record January 16th
A. D. 1890 at 12 M.-
Recorded January 17th 1890.-

The State of Mississippi }
Madison County }

This indenture made & entered into the 28th day of December A. D. 1872. by & between William Mc Culloch & his wife Kate, of the Parish of Carroll State of Louisiana - E. St. Anderson & his wife Sarah & Joseph P. George & his wife Margaret & O. Van Vactor & his wife Anne Van Vactor of the County of Madison - State of Mississippi

of the first part and C. C. McKay of said last named County of the second part witnesseth That the said parties of the first part for & in consideration of the sum of five hundred dollars to them in hand paid have granted, bargained & sold & by these presents do grant bargain & sell to the party of the second part his heirs & assigns forever the east half of the east half of section sixteen Township Eleven Range five east containing by estimation one hundred & sixty acres be the same more or less situated in the said County of Madison To have & to hold the same unto the said McKay his heirs & assigns forever -

In testimony of all which the said parties have hereunto set their hands & seals the day & year first above written -

Wm Mc Culloch Seal

H. J. McCulloch Seal

O. Van Vacter Seal

Anne Van Vacter Seal

J. P. George Seal

Margaret M. George Seal

E. H. Anderson Seal

S. C. Anderson Seal

The State of Louisiana

Carroll Parish

Personally appeared before the undersigned R. J. Lewis Justice of Peace in & for the third ward the within named William McCulloch & Kate his wife who acknowledged that they signed, sealed & delivered the foregoing deed on the day and year therein mentioned as their act & deed. And the said Kate being by me privately examined separate & apart from her said husband acknowledged that she signed, sealed & delivered the same as her voluntary act & deed freely without any fear threats or compulsion of her husband -

R. J. Lewis J. P.

In & for the third Ward Parish of Carroll State of Louisiana

Witness

A. S. Manning

B. H. Klein

I hereby certify that R. J. Lewis is Justice of the Peace of the 3rd Ward of the Parish of Carroll Louisiana

Seal

W. M. Abbott

Dep. Clk.

The State of Mississippi }
Madison County }

Personally appeared before the undersigned Clerk of the Chancery Court in & for said County the within named O. Van Vactor & his wife Anne who acknowledged that they signed sealed & delivered the foregoing instrument, as their act & deed - on the day & year therein mentioned. And the said Anne being by me privately examined - separate & apart from her said husband - acknowledged that she signed sealed & delivered the same - as her voluntary act & deed freely without any fear threats or compulsion of her husband.

Given under my hand, and seal of said Court this 8th day of March A. D. 1873.
E. S. Jeffrey Clerk.

The State of Mississippi }
Madison County }

Personally appeared before me the undersigned a Justice of the Peace in and for said County the within named Joseph P. George and Margaret George his wife and E. H. Anderson and Sarah his wife who severally acknowledged that they signed sealed and delivered the foregoing deed as their own act and deed. Also appeared Margaret and Sarah who after being by me privately examined separate and apart from their said husbands acknowledged that they signed sealed and delivered the foregoing deed as their own voluntary act and freely without any fear threat or compulsion of their said husbands and for the purposes therein specified.

Given under my hand and seal this the 25th day March A. D. 1873.

Sam^l Milton J. P. (Seal)

Hugh Allison & Co. H. W. Wing
Robert Maxwell W. Y. Allison
Mary A. Hogarth M. B. Allison
Jesse R. Tebo
Jof Deed
Lizzie Wohner

Filed for record Janry 3rd
1890 at 11⁵⁵ a. m.
Recorded Janry 18th 1890.

In consideration of the sum of one hundred and twenty five dollars lawful money of the United States to us in hand paid by Lizzie Wohnex of Canton in the State of Mississippi the receipt whereof is hereby acknowledged and full acquittance granted therefor we hereby convey and warrant unto said Lizzie Wohnex his heirs and assigns all and singular an undivided one half part share and interest in and to those certain lots or parcels of ground situated in the County of Madison in the State of Mississippi lying and being in the City of Canton and designated or described as lots Nos. five and six in Square No Three according to the plat or map of said city of Canton being the same property conveyed unto Hugh Allison & Co. by J. W. Suckett under deed of date of January 15 1874 of records in Books of Deeds B. B. p. 226 in Chancery Clerks office of Madison Co. Miss. To have and to hold said undivided one half interest in and to said lots unto said Lizzie Wohnex her heirs executors and administrators.

As witness our hands this fifteenth day of November A. D. 1889

Hugh Allison & Co. in Liq.

Jos. Robert Maswell

Robt. Maswell

Mary A. Hogarth

by A. G. Tebo Atty.

Jessie R. Tebo

Fred. H. Wing

William Young Allison

by his atty in fact

Wm. H. Peale

Mary B. Allison

State of Louisiana }
 City of New Orleans }

Personally appeared before the undersigned authority the within named Robert Maswell of the firm of Hugh Allison & Co. in liquidation Albert G. Tebo the authorized agent and attorney in fact of Mary A. Hogarth Jessie R. Tebo wife of said Albert G. Tebo Frederick Wing and William A. Peale the authorized agent of William Young Allison and they severally acknowledged that they signed and delivered the within instrument in their said respective capacities as their voluntary act and deed and as & for the act and deed of these said respective

constituents on the day and year therein mentioned - and said Robert Maxwell also acknowledged that he signed and delivered the said instrument as his act own individual & deed on the day and year therein mentioned.

As witness my hand & seal as a qualified Notary Public of & for the Parish of Orleans La. this fifteenth of November A.D. 1889.

Andrew Hero
Not. Pub.

Seal

State of Mississippi }
Madison County } S.S.

Personally appeared before the undersigned Henry V. Vandell, Clerk of the Chancery Court of the said County the within named Mary B. Allison 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 23rd day of Decr A.D. 1889.

Seal

H. V. Vandell Clerk
H. W. Blackburn D. C.

Dick Roberts and
Harriet Roberts
To } Deed
J. M. Allen

Filed for record Janry 6th 1890 at
9 o'clock A.M.
Recorded January 18th 1890.

In consideration of \$400 in hand paid we convey & warrant to J. M. Allen the following land situated in Madison Co. State of Miss. & described as the 1/2 SE 1/4 S. 36. T. 11. R. 4. E. less 20 acres out of S.W. corner & the 1/2 W 1/2 SW 1/4 S. 31. T. 11. R. 5. E. -
Witness our signatures this 20th Nov 1889.

Dick ^{his} Roberts
_{mark}
Harriet ^{her} Roberts.
_{mark}

State of Mississippi - Madison County.

Personally appeared before me a Justice of the Peace of said County Dick Roberts & wife Harriet Roberts who severally acknowledged that they signed & delivered the foregoing deed of conveyance as their own act & deed on the day & year therein named.

Witness my hand this 20th day of November 1889.

Samuel Milton J. P.

Albert R. Shattuck }
 Trustee }
 To } Release and }
 Recourse }
 Ella J. & R. C. Lee }

Filed for record, 11:25 a.m. Jan'y 20 ad. 1890
 Recorded Jan'y 20th. ad. 1890

State of Mississippi }
 Madison County }

The British and American Mortgage Company (Limited) does hereby certify that a certain Trust deed bearing date the 9th day of January ad. 1884 made and executed by Ella J. Lee and her husband R. C. Lee, to Albert R. Shattuck, as Trustee for said Company for the sum of \$9000.⁰⁰/₁₀₀, and evidenced by three promissory Notes of the same date, for the same amount, which Trust Deed was filed for record in the office of the Recorder of Madison County State of Mississippi, on the 12th day of January, ad. 1884 and recorded in book R.R. of Deeds on Page 323. Is paid and the said British and American Mortgage Company (Limited) does hereby consent that the property conveyed by the said Trust Deed, shall be reconveyed by the said Trustee to the said Ella J. & R. C. Lee, In witness whereof the said British and American Mortgage Company (Limited) has caused its corporate seal and the signature of its managing Director to be hereunto affixed. This fiftieth day of Jan'y ad. 1890

A. R. Shattuck

Managing Director

In consideration of the payment of the Notes, named above, I here by release, reconvey, and quit claim unto the said Ella J. & R. C. Lee all the right, title and interest that I have acquired, as Trustee in the property above described

Albert R. Shattuck, Trustee

State of Louisiana, Parish of Orleans, on the fiftieth day of January ad. 1890 before me Wm. H. Cooley, a Notary Public, duly commissioned and residing in said Orleans La. personally appeared A. R. Shattuck, known to me to be the managing Director of the British and American Mortgage Company (Limited) and Albert R. Shattuck, the Trustee above named, who, being sworn did depose, and say that the foregoing instrument was executed by virtue of a resolution of the American Board of Directors of said Company, duly authorized, and that it was signed by them and is delivered as the act and deed of the said Company for the uses and purposes therein mentioned, Deposement

further says that he is acquainted with the seal of the British and American Mortgage Company (Limited) and that the seal hereto attached is the seal of said Company

Seal

Wm B. Booky
Notary Public

W. D. LAWS
President

J. W. Chambers Sr.
To of Deed of Trust
L. Bridgforth Trustee
To secure
Bank of Pickens.

Filed for record Jan. 6th 1890
at 8 a.m.
Recorded Jan. 21. a.d. 1890.

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1890

This trust deed made this the 3rd day of January 1890 between J. W. Chambers Sr. of the first part and L. Bridgforth Trustee to secure Bank of Pickens doing business at Pickens, Holmes County, Miss. of the third part is to witness that whereas said first part is justly indebted to said Bank of Pickens in the sum of Two Thousand Dollars for money borrowed as evidenced by the promissory note of said first party of even date with this instrument for that amount payable to said Bank of Pickens or order on first day of Oct 1890 with interest at the rate of 10% per annum from maturity until paid. And whereas first said party is desirous of securing the prompt payment of said notes at maturity - now therefore in consideration of the sum of one dollar to me in hand paid by the said L. Bridgforth Trustee - the receipt of which is hereby acknowledged - I, the said first party have this day and do by these presents bargain sell alien convey warrant unto the said L. Bridgforth Trustee aforesaid or his successor - the following described property in the County of Madison and State of Miss. S 1/2 of W 1/2 of SW 1/4 and E 1/2 of SE 1/4 Section 26 T. 12. R. 3. East and N 1/2 of NE 1/4 Section 34 and N 1/2 of NW 1/4 Section 34 T. 12. R. 3. East and N 1/2 W 1/2 of NW 1/4 and N 1/2 S 1/2 E 1/2 NW 1/4 Section 36 - T. 12 R. 3. East and W 1/2 of NW 1/4 Section 1. T. 11. R. 3. East and 19 acres out of N. E. corner of NE 1/4 Section 2. T. 11. R. 3. East. One Iron Grey Horse mule. One Bay Horse - one mouse colored mare mule. one mouse

J. W. Chambers Sr. Trustee

colored horse mule one Bay horse mule. - The above described property being now in my possession, and is intended to describe all the property that I now own - also all the crops of cotton, corn, fodder, cotton seed and all other agricultural products raised by or for me on lands above described or all or any other land I may cultivate - also all rent cottons - or monies that may be due me for rent of lands for the year 1890 To have and to hold unto the said T. Bridgforth Trustee his heirs or successors forever. In trust however upon the following terms & conditions If said first party shall well and truly pay said note at maturity & all cost incurred on account of this deed - then this deed to be void but if said note shall not be so paid - then said trustee or any other trustee whom the holder of this note may appoint shall take possession of said property - and sell the same at public outcry for cash - at on the premises - after giving ten days notice of such a sale - by posting written notices in public places in said county - and said Trustee or his successor is hereby authorized to make a deed & convey lands so sold to the purchaser thereof & out of the proceeds of such sale - he shall first pay the cost & expense of such sale - then said note with accrued interest above described, & if any balance remain - pay such balance to said first party - The holder of said note is hereby authorized to pay all taxes due or that may become due on said property and add to the face of said above described note & when so paid shall draw 10% interest per annum - from payment thereof until repaid by party of first part - In testimony whereof said first part has hereunto set my signature this the 3 day of January 1890 -

J. W. Chambers Sr.

State of Mississippi }
 Holmes County }

Personally appeared before me B. W. Cotten Mayor of Pickens and ex off a Justice of the Peace in said County J. W. Chambers who acknowledged that he signed and delivered the above instrument on the day and year therein mentioned -

Given under my hand this the 3rd day of January -
 A. D. 1890 -



B. W. Cotten
 Mayor of Pickens -

Jessie P. Thomas
E. W. Thomas
To of Deed
Mrs. Mary Loeb

Filed Jan'y 6th A.D. 1890 at 3²⁰ p.m.
Recorded Jan'y 21st A.D. 1890.-

In consideration of the sum of One Thousand dollars cash in hand paid us we convey, and warrant to Mrs. Mary Loeb a certain house & lot situated in the City of Canton County, of Madison & State of Mississippi - more fully described as being the sole property of Mrs. E. W. Thomas and owned by her and occupied by her, & her family as a homestead for the past 14 years - and as beginning at the N.W. corner of a lot owned & occupied by J. A. Heron & family for the said 14 years - thence North 213 feet - thence East 200 feet, thence South 213 feet - thence West 200 feet to the point of beginning. -

In witness whereof we have hereunto set our hands this the 6th day of January 1890.-

Jessie P. Thomas.-
E. W. Thomas.-

State of Mississippi }
Madison County }

Personally appeared before me
A. J. Bransford a Justice of the Peace in & for District No 1.
Madison Co. Mrs. Jessie P. Thomas & her husband E. W.
Thomas who severally acknowledged that they signed &
delivered the foregoing deed as their act & deed on the day
& year therein named. -

Witness my hand this the 6th Jan'y 1890.-

A. J. Bransford. J.P.-

S. A. Bradley
To of Deed of Trust
J. W. Stammack Jr.
Trustee
To secure
W. B. Jones

Filed for record Jan'y 6. 1890
at 8. a.m.
Recorded January 21st 1890.-

The State of Mississippi }
Madison County }

This deed of trust made this 2nd day of Jan'y A.D. 1890
Witnesseth. That whereas S. A. Bradley party of the first

part is indebted to W. B. Jones in the sum of one thousand dollars, evidenced by promissory note this date, and whereas said party of the first part have agreed to secure the payment of said indebtedness as also any further amounts that may be advanced as aforesaid and not mentioned herein. The party of the first part in consideration of the premises as well as for ten dollars to him paid by J. W. Hammack Jr. Trustee does hereby bargain sell assign, set over and convey to said Trustee the following described property situated in Madison County - Mississippi - viz. His entire interest in any and all crops of cotton corn and all other agricultural products to be planted and raised by him and any hands he may employ during the year 1890 on land belonging to Santledge Estate of C. S. Andrews now leased and occupied by himself or any other lands he may rent and cultivate during said year and any and all cotton and corn that may be due said party of the first part as rent for said year and his unexpired lease of the land aforesaid and: - $W\frac{1}{2}$ $N\frac{E}{4}$ & $N\frac{W}{2}$ Sect 33 Township 8 - 2 West containing 240 acres more or less all Madison Co. Miss. One sorrel Horse named "Blipper" one bay Horse named "Trouble" Twenty five Head cows & their yearling & increase various colors - all branded on Hip & Shoulder B - and any increase of property real or personal that may be hereafter acquired by purchase or otherwise - the title to which unto said Trustee or any successor he warrant and agrees forever to defend. In trust forever that if said party of the first part shall on or before the 1st day of November 1890 pay what may be due said W. B. Jones for money advanced and supplies and merchandise sold and delivered him as aforesaid and all costs incurred on account of said deed of Trust then this Deed of Trust to be void as to the indebtedness contracted to that time but if default is made in said payments or any part thereof or subsequent indebtedness under this contract the Trustee shall take possession of said property without notice of any kind and having given 5 days notice of the time place and terms of sale by posting written notices at three public places in said county - sell said property or a sufficiency thereof to make said payments for cash at public auction at Flora Miss in front W. B. Jones Store. And said W. B. Jones or his legal representatives can at any time he may desire appoint a Trustee in the place of J. W. Hammack Jr. or any succeeding Trustee. And should the Trustee at any time believe said property or any part thereof endangered as

Verified

No. 7, of audit
showing book

as security for said payments or about to be removed out of said county he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid but until demanded by the Trustee for either of the purposes as aforesaid said party of first part can hold the same. It is further distinctly understood and agreed between the parties aforesaid that the prices charged in accounts for goods supplies and merchandise sold so far as the same has been agreed upon by and between the parties at the time of sale shall be deemed and held to be fair and reasonable - and if no such prices have been agreed upon that the credit market price prevalent at the time of sale and delivery may be charged and collected under this deed of Trust - and that should the said Trustee take possession of said crops of corn and cotton or any part thereof he may proceed to gather or cause to be gathered any and all of said crops standing in the field and gin and prepare the cotton or cause it to be ginned and prepared for market - and thereafter sell it to the best advantage at private or public sale as the case may be - and all expenses of picking gathering ginning baling and selling shall be a lien upon such corn and cotton - and be paid out of the proceeds of sale thereof.

Witness my signature this 2nd day of January 1890
S. A. Bradley.

The State of Mississippi }
Madison County }

This day personally appeared before me the undersigned Mayor of Flora & Ex. officio a. J. P. in and for said County the within named S. A. Bradley 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 2 day of Jan. A. D. 1890.

J. C. Hutson
Mayor
&
J. P.

said payments - or any part thereof - or subsequent indebtedness under this contract - the Trustee shall take possession of said property without notice of any kind - and having given 5 days notice of the time place - and terms of sale - by posting written notices - at three public places in said county - sell said property - or a sufficiency thereof - to make said payments for cash at public auction in front W. B. Jones Store - Flora Miss. - And said W. B. Jones or his legal representatives can at any time he may desire appoint a Trustee in the place of J. W. Hammack Jr. - 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 - or about to be removed out of said county - he shall take the same into his possession - and hold till said payments are made - or till said property is sold as aforesaid - but until demanded by the Trustee for either of the purposes as aforesaid said parties of first part can hold the same. It is further distinctly understood and agreed between the parties aforesaid - that the prices charged in account for goods - supplies - and merchandise sold so far as the same has been agreed upon by and between the parties at the time of sale shall be deemed and held to be fair and reasonable - and if no such prices have been agreed upon - that the credit market price prevalent at the time of sale and delivery may be charged and collected under this Deed of Trust - & that should the said Trustee take possession of said crops of corn & cotton or any part thereof - he may proceed to gather - or cause to be gathered any & all of said crops standing in the field - & gin & prepare the cotton or cause it to be ginned & prepared for market & thereafter sell it to the best advantage at private or public sale as the case may be - & all expenses of picking - gathering - ginning - baling & selling shall be a lien upon such corn & cotton & to be paid out of the proceeds of sale thereof -

Witness my signature this 3rd day of January 1890. -
 Bryan Clark

The State of Mississippi }
 Madison County }

This day personally appeared before me the undersigned Mayor of Flora & Ex

Officio a J. P. in and for said county the within named Bryant Clark 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 3rd day of Jan. a. D. 1890-

J. C. Hutson Mayor & J. P.

Mary C. McStee } Filed for record Jan 6 1890 at 3:10 P.M.
To } Deed } Recorded January 22nd 1890-
N. S. Cobb }

State of Mississippi }
Madison County }

In consideration of one hundred & ninety eight & ⁷⁵/₁₀₀ Dollars I convey & warrant to N. S. Cobb the land described as follows to wit: Beginning at the North west corner of the E 1/2 NW 1/4 of Section 33 in Township 10 Range 3 East & running thence South 10⁰⁰ chains to a stake thence 4⁵⁵ chains to the Canton & Stump Bridge Road thence in a South Westerly direction along said road to its intersection with the Canton & Sharpsburg Road thence N. 11⁰ East along said last mentioned road to its intersection with the section line dividing sections 28 and 33 in aforesaid Township & Range & thence East on said Section line 8⁴⁰ chains to the point of beginning estimated to be 13 1/4 acres more or less said tract of land lying in the fork of the Canton & Stump Bridge and the Canton & Sharpsburg Roads being a portion of the N 1/2 NW 1/4 of Section 33 Township 10 Range 3 East in the County of Madison & State of Mississippi-

Witness my signature the ___ day of January a. D. 1890-

Mary C. McStee-

State of Miss. }
Madison Co. }

Personally appeared before me A. P. Hill Mayor & ex officio J. P. Mrs Mary C. McStee who acknowledged that she signed & delivered the foregoing deed on the day and year therein mentioned-

Witness my hand & seal of office this 6th day of January 1890.

A. P. Hill Mayor & Ex officio J. P.

Seal

C. H. & L. M. Pimmer }
To} Deed
Henry Greenwaldt }

Filed for record Jan. 10 1890 at 2 P. M.
Recorded January 22nd 1890.

In consideration of two hundred & fifty dollars paid in hand we convey and warrant to Henry Greenwaldt the following described land situated in Madison County Mississippi to wit: - Forty acres off East side of South east quarter of Section 14. T. 11. R. 4. E. lying between Camden & Artesian Springs road & Camden & Soule Chapel Road. -

Witness our signatures this 6th day of January 1890.
Camden Miss. C. H. Pimmer
1890. Lizzie M. Pimmer.

State of Mississippi Madison County
Personally appeared before me a Justice of the Peace of the County aforesaid C. H. Pimmer and wife Lizzie M. Pimmer who severally acknowledged that they signed and delivered the foregoing deed of conveyance as their own act and deed on the day and year therein named. -

Witness my hand this 6th day of January 1890.
Saml. Milton J. P.

W. A. Owen }
To} Deed
J. A. Hemphill }

Filed for record Jan. 11. 1890 at 9¹⁵ a.m.
Recorded January 23rd a. P. 1890.

State of Mississippi. Madison County
In consideration of one mule valued at \$125.00 I convey & warrant to J. A. Hemphill the land described as follows: - the 1/2 of 1/2 of E 1/2 of NW 1/4 Sec 35. Township 12 R. 4. E. lying in County and state above mentioned. -

Witness my signature the 7 day of January 1890.
Witness W. A. Owen.
H. F. Adams - J. E. Owen.

State of Mississippi. Madison County. -
Personally appeared before me a Justice of the Peace of the County aforesaid the above named H. F. Adams one of the subscribing witnesses to the foregoing deed. who being first duly sworn deposes and saith that he saw the above named W. J. Owen whose is subscribed thereto sign and deliver the same to the above named J. A. Hemphill. that he this deponent

subscribed his name as a witness thereto in the presence of the said W. J. Owen and that he saw the other subscribing witness J. E. Owen sign the same in the presence of the said W. J. Owen and in the presence of each other on the day and year therein named-

Witness my hand this 9th day January 1890-
Saml. Milton J. P.

Vendor Lien in the New
of Section
January 9, 1891
Eliza Mayson

Eliza Mayson and } Filed for record Jan 13, 1890 at 3 P.M.
J. R. Mayson } Recorded January 23rd 1890-
To } Deed
B. F. Reed }

In consideration of the sum of one dollar cash in hand paid Eliza Mayson by B. F. Reed the receipt of which is hereby acknowledged and for the further consideration of B. F. Reed executing to her his promissory note of even date for one hundred & fifty dollars due one year from date with ten per cent interest per annum from date we Eliza Mayson & J. R. Mayson do hereby convey & warrant unto the said B. F. Reed the following described lands lying being & situated in Madison Co State of Miss to wit: The N/2 W/2 SW/4 Sec 36 T. 8. R. 2. East. A vendors lien upon above described land to secure said note is hereby expressly reserved & retained in favor of said Eliza Mayson & her assigns-

Witness our hands & seals this the 18th day of January A. D. 1890-

Eliza Mayson (Seal)
J. R. Mayson (Seal)

State of Mississippi }
Madison County } S.S.

Personally appeared before the undersigned Henry V. Gandell Clerk of the Chancery Court of the said County the within named Eliza Mayson and J. R. Mayson 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 18 day of January A. D. 1890-

(Seal)

H. V. Gandell
Clerk

Georgiana A. Dickinson } Filed for record Jan. 18. 1890 at
 To: Deed } 12³⁵ P.M.-
 B. F. Reed. } Recorded January 23rd 1890.-

In consideration of one dollar cash in hand paid me by B. F. Reed the receipt of which is hereby acknowledged I Georgiana A. Dickinson do hereby convey & warrant unto B. F. Reed the following described land lying & being in Madison County State of Mississippi to wit: Five acres of land out of the S.W. corner of the S/2 E/2 SW/4 Sec 36. T. 8. R. 2. East.-

Witness my hand & seal this the 15th day of January A.D. 1890.-

G. A. Dickinson. 

State of Miss. }
 Madison Co }

Personally appeared before me Mrs G. A. Dickinson who acknowledged that she signed & delivered the foregoing instrument on the day & year therein mentioned.-

Given under my hand this 15th day of Jan 1890.-
 J. B. Galloway - J.P.-

Ella M. Nicholls
 and
 D. Jackson Nicholls
 To: Deed of Trust
 Jno A. Moninger
 To secure
 Globe Investment Co

Filed for Record Jan 24. 1890 at
 11 A.M.-
 Recorded January 25th. 1890.-

"Mississippi Deed of Trust."

This Indenture, made this Fourteenth day of January A.D. One Thousand Eight Hundred and Ninety, by and between Ella M. Nicholls and D. Jackson Nichols her husband of the County of Madison, State of Mississippi party of the first part, and John A. Moninger Trustee herein of the county of Jackson, State of Missouri, party of the second part, and the Globe Investment Company, a corporation established under the laws of the Commonwealth of Massachusetts, and having its principal place of business in Boston, in the county of Suffolk and said

date herewith payable as follows:

Eighteen hundred Dollars on Jan'y 1st 1895, with interest coupons thereto attached, of even date herewith, falling due respectively on the first days of January in each year, and until the same are fully paid, all payable at the office of the Globe Investment Company, Boston Massachusetts, with interest thereon at the rate of ten per cent per annum, payable semi-annually, after maturity or after default, until paid;

And whereas, Said party of the first part agrees with said party of the third part, and the endorsees or assignees of said promissory note - 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 note be paid for the sum of at least Fifteen 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 note, 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 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 attorney's fees; and for the repayment of all moneys paid in the premises with interest thereon from the time of payment at the rate of ten per cent per annum these presents shall be

security in like manner and with like effect as for the payment of said note

Now, If said note and the interest thereon be paid when due, and said agreements be faithfully performed as aforesaid, then these presents shall be void, and the property hereinbefore conveyed shall be released, at the costs of said party of the first part. But if default be made in the payment of said note or any of the interest coupons when due, or in the faithful performance of any or either of the agreements, aforesaid, then the whole amount of said note, with interest thereon, shall at the option of the holder of said note, 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 his successors in trust, may, at the request of the holder of said note, proceed to sell the property hereinbefore described, and any and every part thereof and all right and equity of redemption of the said party of the first part, and the heirs, executors 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 thirty 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 in such County, and 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 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 costs and expenses of executing this trust including compensation to the Trustee for his services and a sum equal to ten per cent, of the amount of said note as solicitor's fee;

and next, to said third party, or the endorsees or assignees of said promissory note, upon the usual vouchers therefor, all moneys paid for insurance and taxes and judgement upon statutory lien claims and costs and interest thereon, as herein before provided for, and next, the interest coupons and interest thereon due and unpaid, and lastly the amount of said principal note, with interest thereon 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.

The party of the first part hereby expressly waives and releases all right, claim, benefit privilege and exemption under any all homestead exemption laws of the State of Mississippi.

And further, That in case of the death, absence resignation, or other inability, or refusal to act of the said second party, that it shall be competent and proper for the second party or the holder of the said indebtedness, or any part thereof, to appoint and substitute any other person as Trustee to act instead of the party of the second part, who shall succeed to and be vested with all the rights powers and authority conferred upon the second party by these presents and shall be the successor in trust of the second party in all respects.

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

Ella M Nichols
 W Jackson Nichols



State of Mississippi }
 County Madison } ss

On this 24 day of January A.D. 1890, before me the undersigned personally appeared Ella M Nichols and W Jackson Nichols her husband 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 for the purpose therein set forth. My term of office will expire on the 1st day of January A.D. 1892.

Witness my hand and official seal the day and year first above written

H. J. Vandell
 Chancery Clerk
 Madison County
 Mississippi

Howell G. Cobb

and

Lizzie J. Cobb

To: Deed of Trust

John A. Moninger Trustee

use of

Globe Investment Comp'y.

Filed for record January 29th 1890 at
 9 a.m.

Recorded January 29th 1890-

Mississippi Deed of Trust

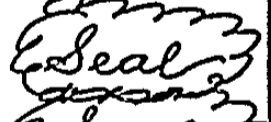
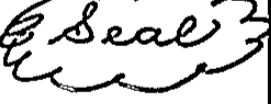
This Indenture made this Twenty third day of January A. D. one thousand Eight hundred and ninety by and between Howell G. Cobb and Lizzie J. Cobb his wife of the County of Madison State of Mississippi party of the first part and John A. Moninger Trustee herein of the County of Jackson State of Missouri party of the second part and the Globe Investment Company a corporation established under the laws of the Commonwealth of Massachusetts and having its principal place of business in Boston in the County of Suffolk and said Commonwealth 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 East half ($\frac{E}{2}$) and North half of the South West Quarter ($\frac{N}{2}$ of $\frac{SW}{4}$) of Section Twenty seven (27) Township Ten (10) Range Two (2) East of Choctaw Meridian and possession of said premises now deliver unto said party of the second part To have and to hold the same with the appurtenances 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 all liens and incumbrances. and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever. In trust however for the following purposes. - Whereas the said Howell S. Cobb and Lizzie J. Cobb his wife did on the twenty third day of January 1890. make, execute and deliver to the said Globe Investment Company. one principal Real estate Bond for the sum of Fifteen hundred dollars borrowed money of even date herewith payable as follows: - Fifteen hundred Dollars on January 1st 1895. - with interest coupons thereto attached of even date herewith. falling due respectively on the first days of January in each year and until the same are fully paid. all payable at the office of the Globe Investment Company. Boston Massachusetts with interest thereon at the rate of ten per cent per annum payable semiannually after maturity or after default until paid. - And whereas said party of the first part agrees with said party of the third part. and the endorsees or assignees of said promissory note 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 note be paid for the sum of at least One Thousand 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 note 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 note - Now if said note and the interest thereon be paid when due and said agreements be faithfully performed as aforesaid then these presents shall be void 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 said note or any of the interest coupons when due or in the faithful performance of any or either of the agreements as aforesaid then the whole amount of said note with interest thereon shall at the option of the holder of said note 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 his successors in trust may at the request of the holder of said note proceed to sell the property hereinbefore described and any and every part thereof and all right and equity of redemption of the said party of the first part and the heirs executors 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 thirty 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 in such County and 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 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 costs and expenses of executing this trust including compensation to the Trustee for his services and a sum equal to ten per cent of the amount of said note as solicitors fee and next to said third party or the endorsees

or assignees of said promissory note, 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 the interest coupons and interest thereon due and unpaid, and lastly the amount of said principal note, with interest thereon up to the time of such payment, and if not enough therefore 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. The party of the first part hereby expressly waives and releases all right claim benefit, privilege and exemption under any and all homestead exemption laws of the State of Mississippi. And further that in case of the death absence resignation or other inability or refusal to act of the said second party that it shall be competent and proper for the second party or the holder of the said indebtedness or any part thereof to appoint and substitute any other person as Trustee to act instead of the party of the second part, who shall succeed to and be vested with all the rights powers and authority conferred upon the second party by these presents, and shall be the successor in trust of the second party in all respects.


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

Howell S. Cobb 
 Lizzie J. Cobb 

State of Mississippi }
 County of Madison } S.S.-

On this 29th day of January A. D. 1890 before me the undersigned personally appeared Howell S. Cobb and Lizzie J. Cobb his wife 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 for the purpose therein set forth.

My term of office will expire on the 1st day of January 1892. Witness my hand and official seal the day and year first above written.

H. V. Vandell 
 Chancery Clerk

James Briggs and
Esther Briggs

To J. Mississippi Deed of Trust
John A. Moninger Trustee
To Globe Investment Co

Filed for record Feb. 3rd 1890

at 12-M.

Recorded Feb. 3rd 1890

This Indenture made this Twenty fourth day of January A. D. one thousand eight hundred and ninety by and between James Briggs and Esther Briggs his wife of the County of Madison, State of Mississippi party of the first part and John A. Moninger Trustee herein of the County of Jackson, State of Missouri, party of the second part and the Globe Investment Company, a corporation established under the laws of the Commonwealth of Massachusetts and having its principal place of business in Boston in the County of Suffolk and said Commonwealth 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 West $\frac{1}{2}$ ($\frac{1}{2}$) of lot number Eight (8) in Section Twelve (12) and the North half of the East half of the North East quarter ($N^2 E^2 NE^4$) of Section Thirteen (13) all in Township Ten (10) Range Two (2) East of the Choctaw Meridian. deliver unto said party of the 2nd part To have and to hold the same with the appurtenances 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 or 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 all liens and incumbrances and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever. In trust however for the following purposes Whereas the said James Briggs and Esther Briggs his wife did on the twenty fourth day of January 1890 make execute and deliver to the said Globe Investment Company one Principal Real estate bond for the sum of Four

hundred Dollars borrowed money on even date herewith

May 1895

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John A. Knapp for being absent & having failed
 to set or transfer in that deed of land recorded by John
 Knapp this was either scripps dated 24th day of
 June 1890 & recorded in book 77. page 242 et seq.
 in the Chancery Clerk's office in & for the reason
 Company with indebtedness incurred thereby having
 been assigned to me by the State Street Trust
 Co. of Boston Massachusetts & default having been
 made by the assignor thereof, the indebtedness in-
 curred thereby is now declared due & payable &
 will be well of said bonds on 20th day of July
 1895 at 7 o'clock in the afternoon of said date
 John A. Knapp she is directed to execute said
 deed by John of lands described therein
 within my legal jurisdiction, at the County
 Clerk's office at Lowell this 13th day of July
 1895
 Albert P. Decker
 Notary Public

with my knowledge of office the day of
 said date
 O. W. Decker
 Notary Public
 State of New Hampshire
 appeared before me O. W. Decker a Notary Public
 within & for said County of Rockingham
 the field described in & who executed the same
 June 1890 at the time & place aforesaid with
 knowledge of the same by his free will & deed
 from the premises then in set forth
 within my legal jurisdiction of office the day of
 said date
 O. W. Decker
 Notary Public

NR 44 263
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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

ten per cent per annum. These presents shall be security in like manner and with like effect as for the payment of said note. Now if said note and the interest thereon be paid when due and said agreements be faithfully performed as aforesaid then these presents 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 said note or any of the interest coupons when due or in the faithful performance of any or either of the agreements as aforesaid then the whole amount of said note with interest thereon shall at the option of the holder of said note 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 his successors in trust may at the request of the holder of said note proceed to sell the property hereinbefore described and any and every part thereof and all right and equity of redemption of the said party of the first part and his 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 thirty 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 in such County and 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 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 costs and expenses of executing this trust including compensation to the Trustee for his services and a sum equal to ten per cent of the amount of said note as solicitors fee and next to said third party or the endorsees or assignees of said promissory note upon the usual vouchers therefor all moneys paid for insurance and taxes & judgments

upon statutory lien claims - and costs and interest thereon as hereinbefore provided for - and next the interest coupons and interest thereon due and unpaid - and lastly the amount of said principal note with interest thereon 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. The party of the first part hereby expressly waives & releases all right claim benefit privilege and exemption under any and all homestead exemption laws of the State of Mississippi - And further - That in case of the death absence resignation - or other inability or refusal to act of the said second party that it shall be competent and proper for the second party or the holder of the said indebtedness - or any part thereof to appoint and substitute any other person as Trustee to act instead of the party of the second part - who shall succeed to and be vested with all the rights powers and authority conferred upon the second party by these presents - and shall be the successor in trust of the second party in all respects -

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

Signed Sealed and } James ^{his} Briggs (Seal)
delivered in presence of } _{mark}
J. W. Milton } Esther ^{her} Briggs (Seal)
W. Mosal } _{mark}

State of Mississippi }
County of Madison } s.s. -
A. D. 1890 before me the undersigned Chancellor Clerk personally appeared James Briggs and Esther Briggs his wife 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 & deed for the purpose therein set forth - My term of office will expire on the 3rd day of January A. D. 1892. Witness my hand and official seal the day and year first above written
(Seal) H. V. Vandell. Chancellor Clerk
Madison County Mississippi

J.R. Simpson
and M.A. Simpson

Filed for record July 13th ad 1890

To
L. Bridgeforth
Trustee
To secure
Basis of Pickens

Recorded July 14th ad 1890

This Trust Deed made this the 10 day of July 1890

between J.R. and M.A. Simpson, of the first part and L. Bridgeforth
Trustee to secure Basis of Pickens, doing business at Pickens Holman
County

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Five and
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Pickens
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East
being

W.D. LAWSON, PRESIDENT. W.S. GORDON, CASHIER.

Bank of Pickens

Pickens, Miss. of 1890

to said Bank of
1890. With interest
maturity until paid
the prompt pay-
our consideration of
by the said L.
honestly acknowledged
presently began per
with the Trustee afore said
The County of Madison
N.E. Corner Section 3, 7, 11
is described property
to describe all the
property that we now own to have and to hold unto the said
L. Bridgeforth, "Trustee" his heirs or successors forever, In Trust however
upon the following terms and conditions. If said first party
shall or we and truly pay said note at maturity and
all costs incurred on account of this deed, then this deed
to be void, but if said note shall not be so paid then
said Trustee, or any other trustee whom the holder of
this note may appoint, shall take possession of said
property and sell the same at public outcry for
Cash at or on the Premises, after giving ten days notice
of such a sale by posting written notices in public places in
said County and said Trustee or his successor is hereby
authorized to make a deed and convey lands so
sold to the purchaser thereof and out of the

to sum of Seventy
as witnessed by
our date, with this
to said Bank of
1890. With interest
maturity until paid
the prompt pay-
our consideration of
by the said L.
honestly acknowledged
presently began per
with the Trustee afore said
The County of Madison
N.E. Corner Section 3, 7, 11
is described property
to describe all the

property that we now own to have and to hold unto the said
L. Bridgeforth, "Trustee" his heirs or successors forever, In Trust however
upon the following terms and conditions. If said first party
shall or we and truly pay said note at maturity and
all costs incurred on account of this deed, then this deed
to be void, but if said note shall not be so paid then
said Trustee, or any other trustee whom the holder of
this note may appoint, shall take possession of said
property and sell the same at public outcry for
Cash at or on the Premises, after giving ten days notice
of such a sale by posting written notices in public places in
said County and said Trustee or his successor is hereby
authorized to make a deed and convey lands so
sold to the purchaser thereof and out of the

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proceeds of such sale he shall first pay the cost and exp-
 ense of such sale, then said note with accrued interest above
 described, and if any balance remain, pay such a balance to
 said first part. The holder of said note is hereby authorized
 to pay all taxes due or that may become due on said property
 and add to the face of said, above described note, and when so paid,
 shall draw 10% interest per annum, from payment thereof until
 repaid by party of first part. In testimony whereof said first
 part has hereunto set

Signature
 Day of

the the
 18—
 J. R. Simpson
 M. A. Simpson

Witness
 J. F. Ward
 J. J. Ward

State of Mississippi }
 Madison County }

Personally appeared before me, D. W. Cottow
 Mayor of Pickens & Ex-off. J. P. in and for said County, the within
 named J. F. Ward, one of the subscribing witnesses to the foregoing
 instrument, who, being first duly sworn, deposes and saith
 that he saw the within named J. R. and M. A. Simpson, whose names
 is subscribed thereto sign and deliver the same to the said Board
 of Pickens, that he this deponent, subscribed his name as a witness
 thereto in the presence of the said J. R. and M. A. Simpson and that
 he saw the other subscribing witness sign the same in the presence
 of the said J. R. and M. A. Simpson, and that the witness is signed
 in the presence of each other, on the day and year therein named.
 Given under my hand and Seal this the 11th day of January A.D. 1890

D. W. Cottow Mayor Pickens Seal

This deed in trust made by
 J. D. Walker, satisfied in full
 by sale of land thereon men-
 tioned.
 J. D. Walker
 Feb 10, 1891

James D. Walker } Filed for record Jan'y 14th, 1890.
 J. D. of Trust }
 W. J. Mosby, R. H. Hoffman } Recorded Feb'y 4/90 A.D.
 Trustees, use of }
 and Parker Chaslin }

This Deed in Trust made this 8th day of January A.D. 1890
 James D. Walker of Helena Arkansas, of the first part, H. P. Parker
 Cashier of Miss of the second part, & Robert H. Hoffman & Wm. J. Mosby


also of Canton aforesaid of the third part, Witampeth, whereas said party of the first part, is indebted, to the said party of the second part in the sum of one hundred and twenty Dollars and six Cents - for which he has executed his promissory note to said party of the second part, bearing even date with these presents and payable on the first day of January, 1891, with interest at the rate of two per Centum per annum after maturity, if not then paid and whereas said party of the first part is willing to assign said party of the second part in the payment of said note, Now therefore in consideration of the premises, the said party of the first doth, by these presents bargain sell and convey & warrant, to the said party of the third part, the following described lands lying and being in Madison County, State of Missouri, to wit: $E\frac{1}{2}$, $S\frac{1}{2}$ & $Tr\frac{1}{4}$ Tracts, one $\frac{3}{4}$ acre, off west side of $S\frac{1}{2}$, $or\frac{1}{2}$, $SE\frac{1}{4}$ of Section 27 & thirty acres, more or less, off $E\frac{1}{2}$ $NW\frac{1}{4}$, Section 20, said thirty acres being all of that part of $E\frac{1}{2}$ $NW\frac{1}{2}$, Section 20, which lies north of the public Road leading from Canton to Cherow in said $\frac{1}{4}$ including a parcel of land known as, the Mosser place, all being in T. 9, R. 3, East & containing $151\frac{3}{100}$ acres more or less to have and to hold said tract or parcel of land to said parties of the third part & their successors forever, but upon the trust following to "wit", upon this that if said party of the first part shall will and truly pay said party of the second part, his assigns or legal representatives, the said note, according to its tenor and effect then this conveyance is to be void, but if said party of first part shall fail so to do, then said parties of the third part or their successors or either of said parties, shall see to the highest bidder for cash before the south door of the Court House in Canton aforesaid, the said tract or parcel of land hereby conveyed upon request of said party of the second part or any legal holder of said note and out of the proceeds of such sale said Trustee making said sale shall first pay all taxes that may then be a lien upon said land and next all expenses incident to this trust & then the amount that at the date of such sale, may be due, on said note and the residue if any he shall pay to said party of the first part, his assigns or legal representatives; but no such sale of said land shall be made under & by virtue of this trust without previous notice of the time place & terms of sale having been posted for at least fifteen days, prior to such sale at the south door of the Court House in Canton aforesaid and at the United States Post office in the same place, and it is further agreed & stipulated, between said parties of the first and second part that in case of the absence, sickness or death or unwillingness of either or both of said parties of the third part to execute this trust said

party of the second part, his assign or legal representatives shall have power to appoint a trustee to execute this trust, whose action in the matter shall have as full force and effect as if done by said parties of the third part or either of them.

Witness my signature the day & year first herein written
Jan D. Walden

The State of Arkansas }
County of Phillips }

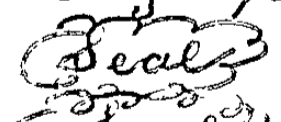

Personally appeared before me J. B. Lambert a Notary Public in for said State and County James D. Walden who acknowledged that he signed & delivered the foregoing deed, on the day and year therein mentioned

Given under my hand & official seal at Helena in said State this 10 day of January 1890
J. B. Lambert J.P.


Charles Ware and
Mollie Ware
To } Deed
Gabriel Adams

Filed for record Feb 1. 1890 at 3. P.M.
Recorded Febry 5th a. D. 1890

For consideration of the sum of Ten dollars in hand paid, the receipt whereof is hereby acknowledged. I convey and quit claim to Gabriel Adams the land in Madison County and State of Mississippi and described as the E 1/2 of N E 1/4 and 3/100⁶⁷ acres off the East of the West half of the North east quarter of Section six Township 9. Range 5. East.

Witness my signature this 30th day of January 1890
Charles Ware 
Mollie Ware 

State of Mississippi }
Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for said County Charles Ware and Mollie Ware who acknowledges that they signed and delivered the foregoing deed on the day and year therein mentioned as their act and deed. Given under my hand this 30th day of January a. D. 1890. J. C. Pitchford J.P.

Gabriel Adams

and

Harriet Adams

his wife

To of Mississippi Deed of Trust

John A. Moninger Trustee

Globe Investment Company

Filed Feby 3. 1890 at

H. P. M.

Recorded Feb 5. 1890

This Indenture made this twenty third day of January A. D. 1890 by and between Gabriel Adams and Harriet Adams his wife of the County of Madison State of Mississippi party of the first part and John A. Moninger Trustee herein of the County of Jackson State of Missouri party of the second part and the Globe Investment Company a Corporation established under the laws of the Commonwealth of Massachusetts and having its principal place of business in Boston in the County of Suffolk and said Commonwealth party of the third part witnesseth that the said party of the first part in consideration of the debt and trust herein after 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 East half of the North east quarter $(\frac{1}{2} \times \frac{1}{4})$ and Thirty one and $\frac{6}{100}$ acres off of the East side of the West half of the North east quarter $(\frac{1}{2} \times \frac{1}{4})$ of Section Six (6) Township Nine (9) Range Five (5) East of Choctaw Meridian and possession of said premises now deliver unto the said party of the second part To have and to hold the same with the appurtenances to the party of the second part and to his successors hereinafter designated forever. The said party of the first part hereby covenanting with the 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 all liens and encumbrances and that

they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever in trust however for the following purposes. Whereas the said Gabriel Adams and Harriet Adams his wife did on the Twenty third day of January 1890 make execute and deliver to the said Globe Investment Company one principal real estate bond for the sum of _____ Dollars borrowed money of even date herewith payable as follows:— Four hundred and seventy five Dollars on January 1st 1895 with interest coupons thereto attached of even date herewith falling due respectively on the first days of January in each year and until the same are fully paid all payable at the office of the Globe Investment Company Boston Massachusetts with interest thereon at the rate of ten per cent per annum payable semiannually after maturity or after default until paid and whereas said party of the first part agrees with said party of the third part and the endorsees or assignees of said promissory note 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 party may approve of until said note be paid for the sum of at least _____ 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 monies becoming payable thereunder and apply the same toward the payment of said note 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 judgments for
 any Statutory Lien claim and may protect the title or
 possession of said lands 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 note. Now if said note and the
 interest thereon be paid when due and said agreements
 be faithfully performed as aforesaid then these presents shall
 be void and the property hereinbefore conveyed shall be
 released at the costs of the said party of the first part
 but if default be made in the payment of said note or any
 of the interest coupons when due or in the faithful
 performance of any or either of the agreements as aforesaid
 then the whole amount of said note with interest thereon
 shall at the option of the holder of said note 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 his successor in trust may
 at the request of the holder of said note proceed to sell the
 property hereinbefore described and any and every part
 thereof and all right and equity of redemption of the
 party of the first part and the heirs executors or assigns
 of said first party thereon 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 thirty 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 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 in such County and 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 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 costs and expenses of executing this trust including compensation to the trustee for his services - and a sum equal to ten per cent of the amount of said note as solicitors fee - and next to said third party or the endorsees or assignees of said promissory note upon the usual vouchers therefore - all monies paid for insurance and taxes and judgments upon Statutory lien claims and costs and interest thereon as hereinbefore provided for - and next the interest coupons and interest thereon due and unpaid and lastly the amount of said principal note with interest thereon up to the time of such payment - and if not enough therefore then apply what remains - The balance of such proceeds if any shall be paid to the party of the first part or the legal representatives of said ¹⁸⁸² party - The party of the first part hereby expressly waives and releases all right claim benefit privilege and exemption under any and all Homestead exemption laws of the State of Mississippi And further that in case of the death absence resignation or other inability or refusal to act of the said second party that it shall be competent and proper for the second party or the holder of said indebtedness - or any part thereof to appoint and substitute any other person as Trustee to act instead of the party of the second part who shall succeed to and be vested with all rights powers and authority conferred upon the second party by these presents - and shall be the successor in trust of the second party in all respects

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

Signed sealed and delivered in presence of
J. C. Pitchford - R. S. Hicks

Gabriel ^{his} Adams (Seal)
Harriet ^{mark} _{here} Adams (Seal)
^{mark}

State of Mississippi }
 County of Madison } S.S.

On this Thirty first day of January A. D. 1890 before me the undersigned J. C. Pitchford a Justice of the Peace for said County personally appeared Gabriel Adams and Harriet Adams his wife 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 for the purpose therein set forth. My term of office will expire on the 1st day of January A. D. 1892.

Witness my hand and official seal the day and year first above written.

J. C. Pitchford J. P.
 Madison County Mississippi

Dundee Mortgage } Filed for record Jan 30th A. D. 1890 at 8 a. m.
 Trust Investment Co } Recorded February 8th A. D. 1890
 To } Release
 John H. Odeneal and
 Annas M. Odeneal

The Dundee Mortgage Trust Investment Company Limited hereby releases from the lien of a certain Trust deed executed for its benefit by John H. Odeneal and Annas M. Odeneal his wife on the eighth (8) day of June 1886 recorded in Hinds County State of Mississippi on the (9) ninth day of June 1886 and in record book 56 on page 535 recorded in Madison County State of Mississippi in Record book J. J. on page 307 et seq. the following described real estate and no other to wit: -
 E/2 of SW/4 & all of SE/4 of Sec 11, SW/4 of Sec 12, NE/4 Sec 13 all of E/2 & E/2 of W/2 Sec 14, N/2 of SE/4 & NE/4 of NW/4 Sec 23 all in Township 8 R. 2 E. situated in Madison County State of Mississippi & containing 1160 acres more or less. This release is intended to release only the above described real estate but said Trust deed is to remain and be in full force and effect upon all the other real estate by it conveyed.

In witness whereof the said The Dundee Mortgage & Trust Investment Company Limited has caused this instrument to be executed for it and in its name by Francis Smith Caldwell & Co attorneys in fact for said Company. This 25th day of October 1889
 The Dundee Mortgage & Trust Investment Company Limited

By Francis Smith Caldwell & Co attys in fact by
A. S. Caldwell.

State of Tennessee }
Co. of Shelby } S.S.-

Personally appeared before me the under-
signed a Notary Public in and for said County and State
Albert S. Caldwell a member of the Firm of Francis Smith
Caldwell & Co attorneys in fact for the Dundee mortgage &
Trust Investment Co. Limited who acknowledged that he
signed sealed and delivered the above instrument on the day
and year aforesaid as his voluntary act and deed and for
the purposes therein expressed.

Witness my hand and official seal this 23rd day of
Octo. 1889.

Chas. C. Currier
N. P.

Seal

Ed. Simpson } Filed for record Jan'y 21st 11⁴⁰ a.m. a.d. 1890
Darius Simpson } Recorded Feby 10th a.d. 1890
G. S. Duda }
J. W. Jones }
State of Mississippi }
Madison County }

In consideration of the sum of three hundred twenty one & 10/100 dollars
we convey or grant to J. W. Jones the following lands situated in Madison County Mississippi
and described as follows - $E\frac{1}{2}$ of $S\frac{1}{2}$ of $W\frac{1}{2}$ - $S\frac{1}{4}$ of $S\frac{1}{4}$ + $S\frac{1}{2}$ of $E\frac{1}{2}$ of $S\frac{1}{4}$, also $6\frac{2}{3}$ acres off E end
 $E\frac{1}{2}$ of $N\frac{1}{2}$ of $W\frac{1}{2}$ of $S\frac{1}{4}$ and $13\frac{2}{3}$ acres off S end $N\frac{1}{4}$ of $S\frac{1}{4}$ of section 9, T. 11, R. 4 East, containing in
all Eighty acres more or less. Witness our hands this 16th day of January a.d. 1890

Ed. Simpson
Darius Simpson

State of Mississippi }
Madison County }

Personally appeared before me a Justice of the Peace of the
County aforesaid the within named Ed Simpson and wife Darius Simp-
son who severally acknowledged that they signed and delivered the
foregoing Deed of Conveyance as their own act and deed on the
day and year therein named.

Witness my hand this 16th day of January 1890

Saul Milton J.P.

J. W. Mellow } Filed for record Feby 1st ad. 1890
To S. Deed } Recorded February 10th ad. 1890
J. Oliver Meaux }

State of Mississippi }
Madison County }

In consideration of Two Hundred and Sixty four dollars
I hereby grant, bargain, sell, convey, and warrant to J. Oliver Meaux the following
described land and property situated in Madison County Mississippi, more
particularly described as follows the triangular piece of land about (3/4) three
quarters of a mile south of balloon station Mississippi being a part of the Cum-
mings place and described as follows: Beginning at a point one half mile from
south line of section 34 Township 8. Range 2 East, and about 18 rods
from East line of said section, said point being known by the neighbors
as "Jim Bass" & running thence due north one half mile to section line between
section 34 & 29 to the old hedge row, which hedge formerly separated the
bass & Sader places thence about or nearly south East along said
hedge to the point of beginning forty four acres more or less
Witness my signature the 10th day of September 1888

J. W. Mellow

The State of Mississippi }
Hinds County }

This day personally appeared before me the undersigned
M. H. Harris J. P. in and for said county, the within named J. W. Mellow
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 10th day of Sept ad. 1888

M. H. Harris J. P. (Seal)

The forty four acres of land described herein is released from vendor lien by Richardson & May
they having received the consideration therefor \$264.00 and the block is authorized to
enter release on the margin, Sept 10th 1888. G. F. Freeman agent & atty
for Richardson & May

The State of Mississippi }
Hinds County }

This day personally appeared before me the undersigned, A. B. Jones
Notary Public in and for the city of Jackson Miss. the within named G. F. Freeman
agt & atty for Richardson & May who acknowledged that he signed and delivered
the foregoing instrument on the day and year therein mentioned
under my hand and seal this 16th day Feby 1889

A. B. Jones Notary Public

Benjamin F. Passmore
 and Ellen Jane Passmore
 To, Mississippi Trust Deed
 Charles C. Currier Trustee
 To secure
 Francis Smith Caldwell & Co

Filed for Record Feby 10th
 a. D. 1890 at H. P. M. -
 Recorded Feby. 11th a. D. 1890.

See also in Pam attorney Book No 1 page 389
 W. H. Caldwell

This Indenture made by and between Benjamin F. Passmore and Ellen Jane Passmore his wife party of the first part. Charles C. Currier of the City of Memphis in the State of Tennessee party of the second part. as trustee and Francis Smith Caldwell & Co. of the City of Memphis in the State of Tennessee 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 in the State of Mississippi to wit: - The following lands in Township Nine (9) North Range One (1) East West half of North West quarter of Section One (1) North East quarter of Section Two (2) except seven (7) acres off of West side of South West quarter of said North East quarter Thirty (30) acres off the North end of North West quarter of Section Two (2) Also the following lands in Section Three (3) Twenty five (25) acres off the North end of East half of North East quarter and North West quarter of North East quarter, and Fourteen (14) acres off of the North end of East half of North West quarter and seven (7) acres in the North East corner of West half of North West quarter and Twenty Two (22) acres off of South end of West half of North East quarter of said Section Three (3). also the following lands in Township Ten (10) North Range One (1) East Lots Five (5) and Seven (7) in Section Twenty six (26) Lots one (1) Two (2) Three (3) Six (6) Seven (7) and Eight (8) in Section Thirty four (34) Forty (40) acres off of West side of West half of Section Thirty five (35)

Also Twenty one and $\frac{1}{2}$ ($21\frac{1}{2}$) acres off South end of the East half of South East quarter of Section Thirty five (35) All of the above lands composing the R. C. Sanders plantation [Also the plantation known as the Jno. W. Brown place lying in Township Nine (9) North Range one (1) West composed of the West half of Lot six (6) and Lots Seven (7) and nine (9) in Section one (1) also Lot Five (5) in Section Two (2) also the East half of North East quarter of Section Eleven (11) also West half of Section Twelve (12) and Fifteen (15) acres off the West side of South east quarter of Section Twelve (12) also the following parcels of land in Section Thirteen (13) Sixteen (16) acres off of the North end of West half of North West quarter and Five (5) acres off the North end of East half of North west quarter and seventeen (17) acres off the North end of East half of said Section Thirteen (13) containing in all of said lands Eighteen hundred and eight (1808) acres more or less (also the following described lands West half of West half of Section Five (5) North half of South east quarter and east half of North east quarter of Section Six (6) All in Township Nine (9) North Range Two (2) East) also Twenty five (25) acres in the South half of Section Thirty six (36) Township Ten (10) North Range one (1) East bounded as follows Beginning at a point Four hundred and forty (440) yards North of the South east corner of West half of Southeast quarter thence running North Two hundred and Twenty (220) yards thence West Five hundred and fifty (550) yards thence South Two hundred and twenty (220) yards thence east five hundred and fifty (550) yards to the beginning containing in all Three hundred and forty five (345) acres more or less containing in all of above lands hereby conveyed Twenty one hundred and Fifty three (2153) 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. Passmore 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 release, 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:-

Whereas the said Benjamin F. Passmore is indebted to the said party of the third part in the principal sum of Twenty-five hundred Forty-three and $\frac{33}{100}$ ($\$2543\frac{33}{100}$) 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 One hundred Forty three and $\frac{33}{100}$ dollars ($\$143\frac{33}{100}$) due January 1st 1891 - One for One hundred and fifty dollars ($\$150.00$) due January 1st 1892 - One for One hundred and fifty dollars ($\$150.00$) due January 1st 1893 - One for one hundred and fifty dollars ($\$150.00$) due January 1st 1894 - One for one hundred and fifty dollars ($\$150.00$) due January 1st 1895 - One for one hundred and fifty dollars ($\$150.00$) due January 1st 1896 - One for Sixteen hundred and Fifty dollars ($\$1650.00$) due January 1st 1897 - Said notes represent installments of said principal and the annual interest due thereon at the rate of 10 per cent and are executed by Benjamin F. Passmore 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 sort the first note shall on its face include more than 10 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 10 per cent interest so as to conform to the actual intention and agreement of the parties that not more than legal interest shall be received or paid

Now if the said party of the first part shall well and truly pay, or cause to be paid, each and all of said notes as they respectively fall due, and shall perform all other acts and obligations as herein provided, then this conveyance shall 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 said principal shall be deemed and held to be due and payable at once at the option of the said party of the third part, and no notice to the parties of the first part of the exercise of such option shall be necessary. - And the said party of the second part, his successors or assigns may, when so requested by the party of the third part, its successors, assigns, or agents, take possession of the real estate hereby conveyed and sell the same or so much thereof as may seem necessary, in such parts and parcels as to the said party of the second part may seem fit, at public auction for cash, at the principal door of the Court House in Madison County, Mississippi, after having given twenty days notice of time, place and terms of sale in any newspaper then published in said County, and if no newspaper is then published in said County, then by posting notices of such sale at the door of the Court House and in two other public places in said County. Full power and authority is hereby expressly granted to and conferred upon the said party of the second part, or his successors, to make, execute and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser at such sale, good and sufficient title to the lands sold. It is further expressly provided, that the recitals in the conveyance to the purchaser shall be full evidence of all matters 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 substitute trustee who may act, or of the advertisement, or sale, or any particulars thereof, and all prerequisites to said sale shall be presumed to have been performed, and at such sale any of the parties hereunto may become purchasers. And out of the proceeds of such sale said party of the second part shall pay all the expense of executing this trust.

including ten per cent commission for his individual service 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 and in such event the said parties of the first part hereby covenant and agree to pay to the 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 interest 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 - They further covenant that they will keep the taxes on the real estate herein described paid as they accrue - And in the event that they should 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 successors or assigns may pay said taxes and insurance premiums and the amounts so paid - for any and all of said purposes - shall thereupon become a part of the said indebtedness hereby secured - and shall be governed by the provisions of this Deed of Trust and shall bear interest from the date of payment at the rate of ten per cent per annum - and the said parties of the first part hereby covenant to keep all

the improvements upon said real estate in as good repair as they now are, reasonable wear and tear and the casualties 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 represented by the notes herein described. now in consideration 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, sale and redemption in present or after acquired property. In case of the refusal, neglect or incompetency to act of said trustee or his absence from the State, or his decease then said party of the third part or any holder of said note or notes or their legal representatives can at any time they may desire appoint a trustee in the place of the said party of the second part or any succeeding trustee whose acts done in the premises shall be of the same validity as if done by the trustee hereinbefore named. It is made an express condition of this Deed of Trust that it shall not be released of record by anyone but the person who actually holds and owns the notes hereby secured at the time such release is granted. The Trustee herein shall have no power to execute any release of this Deed of trust and any release executed by anyone 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 extension or extensions may be made of the time of payment of any part or parts of the notes hereby secured without in anywise altering, varying or diminishing the force effect or lien of this instrument in favor of any junior incumbrancer mortgagee or purchaser 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 a condition of this deed of Trust that no trustee's 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. Passmore

Frank Hopkins } Filed for record Jan 30. 1890 at 9 a. m.
 To } Deed } Recorded February 12th 1890
 C. C. Cauthen }

State of Miss }
 Madison Co }

In consideration of the sum of four hundred dollars I convey and warrant to C. C. Cauthen the land described as follows to wit $1/2$ $1/2$ of $SE 1/4$ Sect. 25. Tow. 10. R. 5. E. and $1/2$ $1/2$ of $NE 1/4$ Sec. 36. Tow. 10. R. 5. E. containing 80 A's more or less.

Witness my signature this 30th day of Decr. 1889 -

Frank ^{his} Hopkins -
 mark

State Miss }
 Madison Co }

Personally appeared before me M. B. S. of the County Madison, State Miss. the within named Frank Hopkins who acknowledged that he signed and delivered the foregoing Deed on the day and year therein mentioned.

Given under my hand this 30th day of December 1889 -

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

Mrs. Mattie Pickett } Filed for record Jan 30. 1890 at 9 a. m.
 To } Deed } Recorded February 12th 1890
 C. C. Cauthen }

State Miss }
 Madison Co }

Known all men by these presents that I Mrs. M. Pickett 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 C. C. Cauthen and his heirs forever all my right title interest both at law and in equity all that tract of land as follows $2 1/2$ A's more or less on the South end of $1/2$ of $1/2$ $NE 1/4$ Sect. 34. Tow. 10. Range 5 East

Witness my signature the 22nd of March 1889 -

State Miss }
 Madison Co }

Mattie Pickett (Seal)

Personally appeared before me the undersigned M. B. S. the within named Mrs. M. Pickett who acknowledged that she signed and delivered the within deed on the day & year therein mentioned -

Given under my hand this the 22nd of March 1889 -

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

Virginia Carlisle ✓
M. V. Fearn ✓
Geo. L. Fearn ✓
Emma L. Turk ✓
Deed of Partition

Filed for record January 11th
A.D. 1890 at 11. a.m.
Recorded February 12th 1890.

We being the owners of a tract of land in the County of Madison, and State of Mississippi known as the Lawson Place containing 2360 acres, and desiring to partite the same among us, hereby convey in fee simple, and warrant specially as follows:-
To Mrs Emma L. Turk S E 1/4 and N 1/2 of SW 1/4 Section 16 and S E 1/4 Section 17 and E 1/2 of S E 1/4 Section 28 and W 1/2 of S E 1/4 Section 32. Township 8 of Range 2 West.
To Mary V. Fearn E 1/2 of SW 1/4 and W 1/2 of S E 1/4 Section 8 and S 1/2 of N W 1/4 Section 16 and N E 1/4 Section 17 and W 1/2 of S E 1/4 Section 21 and S 1/2 of N W 1/4 Section 32. Township 8 Range 2 West.
To Mrs Virginia Carlisle W 1/2 of W 1/2 and N E 1/4 of SW 1/4 Section 15, and N E 1/4 and N 1/2 of N W 1/4 Section 16 and E 1/2 of S E 1/4 Section 21 and N 1/2 of SW 1/4 Section 32. Township 8. R. 2. West.
To George L. Fearn S 1/2 of SW 1/4 Section 16 and E 1/2 Section 20 + E 1/2 of N W 1/4 + S W 1/4 of N W 1/4 Section 21 + W 1/2 of SW 1/4 Section 29 + N W 1/4 of N W 1/4 Section 32. Township 8. Range 2. West. To have and to hold with all the improvements on each parcel in severalty as above.

Witness our signatures this 30th day of December A.D. 1889-
Virginia Carlisle
Mollie V. Fearn
Emma L. Turk
Geo. L. Fearn

The State of Mississippi }
Hinds County }

Personally came before the undersigned Clerk of the Circuit Court in and for the County and State aforesaid Mrs Virginia Carlisle who being personally known to me, acknowledged that she signed and delivered the foregoing deed of partition on the date thereof as her own act and deed. Given under my hand & official seal this the 30th day of December 1889
W. H. Potter, Clerk Circuit Court, Hinds Co. Mississippi.

Seal

State of Mississippi }
 Madison County } S.S.

Personally appeared before the undersigned Henry V. Vandell Clerk of the Chancery Court of the said County the within named, Miss Mollie Fearn and Mrs Emma L. Turk 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 1st day of January A. D. 1890.

Seal

H. V. Vandell Clerk

The State of Texas }
 County of Dallas }

Before me Max Rosenfield a Notary Public in and for said County on this day personally appeared Geo. L. Fearn Dallas Tex. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed and delivered the same for the purposes and consideration therein expressed.

Seal

Given under my hand and seal of office this Sixth day of January A. D. 1890.

Max Rosenfield

A Notary public Dallas Co. Texas.

J. F. Sigrest }
 To } Deed of Trust }
 C. L. Hinton Trustee }
 To secure E. F. Gaddis }

Filed for record Jan 13th 1890 at 8 a.m.
 Recorded February 13th 1890

The State of Mississippi }
 Madison County }

This deed of Trust made this 2nd day of January A. D. 1890 -
 Witnesseth that whereas J. F. Sigrest party of the first part is indebted to E. F. Gaddis in the sum of one hundred & ninety dollars evidenced his note of even date herewith & due & payable on the 15th day of November 1890 and whereas said party of first part expects said E. F. Gaddis to advance him money and sell supplies and merchandise during the year 1890 at such prices as may be agreed upon at the time of delivery or at the usual and customary

credit prices in the Town of Flora Mississippi and whereas said party of the first part has agreed to secure the payment of said indebtedness, as also any further amounts that may be advanced as aforesaid, and not mentioned herein. The party of the first part - in consideration of the premises as well as for ten dollars to him paid by E. L. Hinton Trustee does hereby bargain sell, assign set over and convey to said Trustee the following described property situated in Madison County Mississippi viz: his entire interest in any and all crops of cotton, corn and all other agricultural products to be planted and raised by him and any hands he may employ during the year 1890 on land belonging to S. A. D. Greaves now leased and occupied by him or any other land he may rent and cultivate during said year and any and all cotton and corn that may be due said party of the first part as rent for said year and his unexpired lease of the land aforesaid and; One iron gray mare five years old named "Polly" one iron gray mare four years old named "Fancy" One two horse thimble skin wagon this being the only wagon owned by first party & now in his possession & the following lands lying & being in the County of Smith and State of Mississippi the N.E. 1/4 of N.E. 1/4 Section 23. T. 3. R. 7 East - and any increase of property real or personal, that may be hereafter acquired by purchase or otherwise the title to which unto said Trustee or any successor he warrants and agrees forever to defend. In trust however that if said party of the first part shall on or before the 15th day of November 1890 pay what may be due said E. L. Gaddis for money advanced and supplies and merchandise sold and delivered him as aforesaid, and all costs incurred on account of said Deed of Trust then this deed of Trust to be void as to the indebtedness contracted to that time but if default is made in said payments or any part thereof or subsequent indebtedness under this contract the Trustee shall take possession of said property without notice of any kind and having given one days notice of the time place and terms of sale by posting written notices at three public places in said County - sell said property

or a sufficiency thereof to make said payments for cash at public auction at Flora, Mississippi. And said E. F. Gaddis or his legal representatives can at any time he may desire appoint a Trustee in the place of C. L. Hinton 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, or about to be removed out of said county, he shall take the same into his possession, and hold till said payments are made or till said property is sold as aforesaid, but until demanded by the Trustee for either of the purposes as aforesaid, said party of first part can hold the same. - It is further distinctly understood and agreed between the parties aforesaid that the prices charged in account for goods supplies and merchandise sold so far as the same has been agreed upon by and between the parties at the time of sale shall be deemed and held to be fair and reasonable and if no such prices have been agreed upon, that the credit market price prevalent at the time of sale and delivery may be charged and collected under this Deed of Trust, and that should the said Trustee take possession of said crops of corn and cotton or any part thereof, he may proceed to gather, or cause to be gathered any and all of said crops standing in the field and gin and prepare the cotton or cause it to be ginned and prepared for market and thereafter sell it to the best advantage at private or public sale, as the case may be and all expenses of picking, gathering, ginning, baling and selling shall be a lien upon such corn and cotton and be paid out of the proceeds of sale thereof. -

Witness my signature this 2nd day of January 1890 -

J. F. Sigrest -

The State of Mississippi
Madison County. }

This day personally appeared before me the undersigned Mayor of Flora & Ex officio Justice of the Peace in and for said County the within named J. F. Sigrest who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. -

Given under my hand this 2nd day of January A.D. 1890

J. C. Hutson Mayor & Ex officio
a Justice of the Peace. -

Wm Joyce
 Mary P. Joyce
 To: Deed
 Wilburn Bros

Filed for record Jan'y 14th A.D. 1890
 at 8. a. m.
 Recorded February 13th 1890.-

The State of Mississippi }
 Madison County. }

In consideration of Four hundred dollars we convey &
 warrant unto Wilburn Bros. the land in Madison Co.
 Mississippi described as NE 1/4 of NE 1/4 of Sec 1. T. 11. R. 3. E
 & seventy acres out of NW 1/4 of Sec 6. T. 11. R. 4. E. described
 as follows: - commencing at NW cor. of Sec 6. aforesaid
 & run thence East 27.5⁰ chains thence South 25⁴⁶ chains
 thence West 27.5⁰ chains thence North 25⁴⁶ chains to the
 beginning. all estimated at 108⁰⁴ acres. a vendors lien
 is expressly reserved on said land to secure the purchase
 money aforesaid. evidenced by the promissory note of
 said Wilburn Bros. of even date herewith due Dec 1st.
 1890. and payable to order of Mrs Mary P. Joyce. -

Witness our hands the 13th day of Jan'y 1890.-
 W. Joyce.-
 Mary P. C. Joyce.-

The State of Mississippi }
 County of Carroll. }

This day personally came
 before the undersigned Justice of the Peace, in and
 for said County and State William Joyce and his
 wife Mrs Mary P. Joyce, each of whom. severally
 acknowledged before me that they signed & delivered
 the foregoing deed on the day & year therein mentioned.

Witness my hand the 13th day of Jan'y 1890.-
 J. F. Dubard J. P. Seal.-

J. D. Edwards
 Charlotte Edwards
 J. B. Barham
 E. J. Barham
 To: Deed
 J. B. Edwards

Filed for record Feb 13th A.D.
 1890 at 1. P. m.-
 Recorded Febr'y 13th 1890.-

State of Mississippi }
 Madison County } In

consideration of the sum of \$ 800⁰⁰ We convey and warrant to J. B. Edwards the following described lands situated in the County of Madison State of Mississippi to wit:-
 S E 1/4 of Section 14 and Lot one in section 23 and also one hundred acres in the Southern portion of Lot 2 Section 24. All in Township 7 Range 2 East In all 1407 acres more or less - With all the appurtenances thereunto belonging
 Witness our hands and seals - This January 7th 1890 -

J. B. Barham Seal
 E. J. Barham Seal
 Thomas D. Edwards Seal
 Charlotte Edwards Seal

State of Miss }
 Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the within named J. D. Edwards Charlotte Edwards J. B. Barham and E. J. Barham who acknowledge they signed and delivered the foregoing deed on the day and year therein mentioned as their voluntary act and deed.

Witness my hand this Januy 7th 1890 -
 A. C. Shaw J. P.

J. R. Simpson } Filed for record Januy 15th 1890 at 9. a. m.
 To } Deed } Recorded Febry 13th a. D. 1890 -
 Shrock Bros & Co }

State of Mississippi
 Madison County }

In consideration of the sum of Three hundred and sixty six ²/₁₀₀ dollars to me in hand paid by Shrock Brothers & Co. I hereby grant bargain sell convey and warrant to said Shrock Brothers & Co. the following described tract or parcel of land situated in said County and State above written and known as the East half of North ^{East} quarter of Section ten Township Eleven Range four east and containing Eighty acres, more or less.

Witness my signature this January 7th 1890 -

Attest
 M. E. Ward
 E. L. Hamblin -

J. R. Simpson

"East" interlined omitted by Clerk.

The State of Mississippi }
Holmes County. }

Personally appeared before me
R. J. Moody Mayor of Goodman & Ex officio a Justice of
the Peace in and for said State & County M. E. Ward
one of the subscribing witnesses to the within and
foregoing deed of conveyance. who by me first duly
sworn deposes and saith that he saw the within
named J. R. Simpson whose name is subscribed thereto
sign and deliver the same to the within named Brock
Brothers & Co. that the said deponent subscribed his
name as a witness thereto in the presents of the said
J. R. Simpson & that he saw the other subscribing
witness E. L. Hamblen signed the same in the
presents of the said J. R. Simpson and that they
signed the same in the presents of each other and
on the day and year therein named.

In testimony whereof witness my hand this the
13th day of January 1890.

R. J. Moody Mayor
of Goodman & Ex. off. J. P.

H. F. Culipher } Filed for record Jan'y 24th 1890
To J Deed } at 11³⁰ A. M.
Ed. Lockett } Recorded February 14th 1890.

For and in consideration of Three hundred dollars to
me in hand paid I convey & warrant to Ed. Lockett the
land described as follows W 1/2 of SW 1/4 Sec 10. Township 9
R. 5. E. in State Mississippi Madison Co.

Witness my name this Jan'y 22nd 1890.
Witness C. C. Cauthen H. F. Culipher.
J. J. Ray ^{his} mark Sr.

State of Mississippi - Madison County - S. E.

Personally appeared before the undersigned Clerk of the Chancery Court
the above named C. C. Cauthen one of the subscribing witnesses to the foregoing
deed who being first duly sworn deposes & saith that he saw the above named
H. F. Culipher whose name is subscribed thereto sign and deliver the same to the
above named Ed. Lockett that he this deponent subscribed his name as a
witness thereto in the presence of the said H. F. Culipher & that he saw the other
subscribing witness J. J. Ray sign the same in the presence of the said H. F. Culipher
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 24. day of
Jan. a. d. 1890.

This deed was filed with instruction for me not to record until notified, and was recorded through reference to V. G. Sandell July 14/90

H. V. Sandell Clerk Escalib

John S. McDonald } Filed for record January 16th 1890 at
 To: Deed } 12⁵ P.M.

Mrs L. E. Richards } Recorded February 14th A.D. 1890.
 For and in consideration of the sum of One hundred dollars cash
 in hand paid me by Mrs L. E. Richards the receipt whereof I hereby
 acknowledge I convey and warrant to the said Mrs L. E. Richards
 a certain lot of ground lying & being in the City of Canton
 County of Madison & State of Mississippi more fully described as
 beginning at the South Eastern intersection of Walnut and Fulton
 Streets thence South Four hundred feet (400) Thence East one
 hundred & twenty (120) feet thence North Four hundred (400) feet
 Thence west one hundred & twenty (120) feet to the point of
 beginning. This being lot 4 as shown by Georges map of the
 City of Canton.

In witness whereof I hereunto set my hand this 15th day January
 1890.

attest

Geo. Balderf }

C. Brugier }

State of Louisiana } S.S.
 Parish of Orleans }

John S. McDonald

On this 15th day of January A. D.
 Eighteen hundred & 90 before me Benjamin Ory a Commissioner
 of deeds for Mississippi residing in New Orleans La. Personally
 appeared John S. McDonald of New Orleans La. the person
 described in and who executed the foregoing instrument who is
 to me personally well known to be such who stated and
 acknowledged that he signed sealed and delivered the
 foregoing instrument dated the 15th day of January 1890 as his
 voluntary act and deed for the uses and purposes therein
 mentioned on the day of the date thereof.

In faith whereof I have hereunto set my
 hands and official Seal at New Orleans
 La. on this 15th of January 1890.

Seal

Benjamin Ory

Commissioner of Deeds
 for Mississippi
 in New Orleans La.

Harriet E. McLaurin } Filed for record Jan. 24th A.D. 1890
 To } Deed. } at 3⁴⁵ P.M.
 J. H. Holliday } Recorded February 14th 1890.
 State of Miss }
 Madison Co }

I Harriet E. McLaurin for and in consideration of the sum of three hundred dollars to me cash in hand paid and for other good and sufficient considerations not herein named, have & by this deed do convey & warrant unto J. H. Holliday his heirs & assigns - my undivided one sixth part of & share in certain lands situated in Madison Co. Miss. inherited by me from my father Robert Love late of said County - said lands being more particularly described as follows to wit: - $W\frac{1}{2}$ $NW\frac{1}{4}$ Sec 15. & $W\frac{1}{2}$ $SE\frac{1}{4}$ Sec 10 & $W\frac{1}{2}$ $NW\frac{1}{4}$ Sec 10. & $E\frac{1}{2}$ $NE\frac{1}{4}$ Sec 9. & $SE\frac{1}{4}$ Sec 9. & 60 acres off North end of the $NE\frac{1}{4}$ Sec 16. all in Township 9. R. 3. E. - containing 540 acres more or less.

Witness my signature this the 24th day of January 1890.
 State of Miss } Harriet McLaurin.
 Madison Co }

Personally appeared before me A. P. Hill Mayor & ex. officio J. P. Mrs. Harriet McLaurin who acknowledged that she signed & delivered the foregoing deed on the day & year therein mentioned.

Witness my hand this the 24th day of January 1890.
 A. P. Hill Mayor & J. P.

J. H. Barden } Filed for record Jan. 25th 1890 at 8. a.m.
 To } Deed. } Recorded February 14th 1890.
 D. F. & Ida Smith }

In consideration of Thirty dollars cash in hand paid the receipt of which is hereby acknowledged I have this day sold & conveyed to D. F. Smith & Ida Smith all of my right title & interest in following described lands to wit 1.17 qts. S. from corner of House on line between J. H. Barden & W. L. Smith thence E. 160 to middle of public road all of N of E S. 28. 3 & R. 2. W. west of public Rd. running from Brownsville to Scotts Ferry - comprising 3 acres more or less. all in Madison County and State of Miss.

Witness my hand this 24th day of Jan. A. D. 1890.
 J. H. Barden

State of Mississippi
Madison County

Personally appeared before the under-
signed Mayor of Flora & Ex officio a Justice of the Peace in &
for said County & State the within named J. H. Barden who
acknowledged that he signed & delivered the foregoing deed
on the day & year therein mentioned as his act & free will.

Witness my hand this 24th day of Jan. A. D. 1890

J. C. Hutson Mayor & Ex. Officio a J. P.

Kate M. Avery
Benj. H. Avery
To Deed of Trust
W. H. Powell Trustee
To secure Carroll Smith

Filed Jan'y 21st A. D. 1890 at H. P. M.
Recorded Feby 14th A. D. 1890

3rd Jan 1891
Filed in
Trust

Whereas Kate M. Avery and Benj. H. Avery owes Carroll Smith the sum of five hundred dollars evidenced by their promissory of even date herewith due and payable January 1st 1891 bearing interest at the rate of ten per cent per annum after maturity & whereas said Kate M. Avery & Benj. H. Avery are anxious to secure the payment of said note at the maturity thereof therefore in consideration of ten dollars to them in hand paid by W. H. Powell Trustee herein the receipt whereof is hereby acknowledged the said Kate M. and Benj. H. Avery conveys and warrants to W. H. Powell the lands & personal property situated & being in the County of Madison & State of Mississippi vizt N 1/4 E 1/2 SW 1/4 W 1/2 SW 1/4 W 1/2 SE 1/4 Sec. 18 N 1/2 E 1/2 N 1/4 W 1/2 N 1/2 W 1/4 N 1/2 W 1/2 N 1/4 Sec. 19 all in T. 10 R. 3 E containing 520 acres more or less also 1 dark bay mare mule name Fanny 9 yrs old 1 mouse col mare mule name Daisy 5 yrs old 1 black horse mule name Sam 7 yrs old 1 bay horse mule name Henry 7 yrs old one mouse col mare mule name Sue 8 yrs old 1 Iron grey mule (horse) name Pete 7 years old one Iron Grey mare mule name Molly 7 years old also all crops of cotton corn &c raised by us & those in our employ during the year 1890. This conveyance is in trust. Should the said Kate M. & Benj. H. Avery pay said indebtedness at maturity this conveyance shall be void otherwise at the request of Carroll Smith the said Powell Trustee or any success appointed in his place shall sell said land & personalty or a sufficiency

thereof to satisfy said claim aforesaid then unpaid. before the South door of the Court house in Canton. after having given ten days notice of the time place & terms of sale. by posting written notices in two or more public places. in said County. & out of the proceeds arising from such sale the costs & expenses for executing this deed of Trust shall first be paid. next the amount of said indebtedness & lastly any balance remaining shall be paid to Kate M. & Benj. H. Avery. The said Carroll Smith or the legal holder of said note is hereby authorized to appoint another Trustee in the place of said Powell if from any cause the said Powell shall not be present. able & willing to execute this trust. & such appointee shall have full power as trustee herein.

Witness our signatures this the 21st day of Jan. 1890

Kate M. Avery
Benj. H. Avery.

State of Mississippi }
Madison County } S.S.

Personally appeared before the undersigned Henry V. Yandell Clerk of the Chancery Court of the said County. the within named Kate M. Avery and Benj. H. Avery who acknowledge that they signed & delivered the foregoing deed on the day & year therein mentioned as their act & deed.

Given under my hand and official seal at office this 21st day of January A.D. 1890
H. V. Yandell Clerk

W. S. Mabry and
H. M. Mabry
To} Deed of Trust
W. D. Waugh Trustee
use of
Chapman Powell & West.

Filed for record Feby 14th A.D. 1890
at 4³⁰ P.M.
Recorded February 15th A.D. 1890.

The State of Mississippi }
County of Madison. }

This indenture and agreement. executed this the 30 day of January A.D. 1890 between William S. Mabry and his

wife Francis M. Mabry of Madison County, Mississippi parties of the first part and W. D. Waugh party of the second part and Charles Chaffe, John Powell and J. B. West merchants and partners doing business in New Orleans, Louisiana under the firm name of Chaffe Powell & West parties of the third part witnesseth. That whereas said first parties desire and expect said third parties to advance them or either of them in money or other things, within one year from date, as called for by them or either of them to the amount of One Thousand dollars, and said third parties have agreed to do so at such times in such manner, and for such purposes as they may deem safe and expedient and said first parties have executed to said third parties their promissory note of even date herewith payable to their order at their office in New Orleans Louisiana and described as follows: in the sum of Eleven hundred dollars due one year after date and bearing interest at the rate of ten per cent per annum from maturity till paid to cover said advances which last described note is to be discounted at agreed rates and the proceeds thereof passed to the credit of said parties of the first part or any or either of them to cover any open account indebtedness and to provide for said advances. And whereas said third parties may at their option make additional advances in money supplies acceptances or other accommodations to said first parties or any or either one of them at any time within one year from this date to any extent and in any manner that may be agreed upon between said third parties and said first parties or any or either of them, which last named advances supplies acceptances or other accommodations are to bear interest at the rate of ten per cent per annum from date of advancement till paid and the payment of which is to be secured by and under this instrument. The current open account between the parties hereto shall bear interest at the rate of eight per cent per annum from date and said first parties agree to pay said third parties a commission of two and one half per cent on all purchases and sales of merchandise cotton and other things made for them or either one of them and said first parties further agree to pay all of the cost and expenses of or incident to creating maintaining & executing this trust & agreement including five per cent trustees fee and ten per cent attorneys fees on so much of said indebtedness as may be collected by or through the trustee and an

attorney - or either of them - as the case may be - and the said third parties - or the legal holders of the indebtedness hereby secured - shall be the exclusive judges of the time and necessity of employing such attorney - and such trustee's and attorneys fees are secured by and under this instrument. And said first parties do further agree to ship all of the cotton which they may raise or control of the crop of the year 1890 - from time to time as early and as rapidly - as it can be gathered and prepared for market to said third parties in New Orleans La. for sale by them at their discretion on their usual terms - & should said first parties fail to so ship by the first day of March 1891. as much as Sixty seven bales of cotton - and in addition thereto one bale of cotton to each ten dollars of money or other things which may be advanced as aforesaid in excess of said present indebtedness & fixed advances before the first shipment of cotton under this contract said first parties agree to pay said third parties a commission of \$1²⁵ per bale on any such deficiency of shipment. And said first parties represent that the property hereinafter described and conveyed is now free from any & all liens of every kind & character - & they agree to keep the same free from any such liens - but in the event the said property is now encumbered by any liens - or in the event the said first parties shall fail to pay all taxes that may be assessed & levied upon the said property - & any & all liens by judgment decree or otherwise - then the said third parties or the legal holders of the indebtedness herein secured may - if they so desire (but only at their discretion and option) pay the same - & the amounts so paid and expended together with ten per cent interest per annum from date of payment shall become a debt due additional to the ones above named & secured in like manner hereunder - Now in consideration of the premises the said first parties do hereby grant bargain sell convey & warrant unto the said second party the following described real estate with all the appurtenances & improvements thereunto belonging situated in the

County of Madison & State of Miss. to wit N.E. 1/4 & E. 1/2 of N.W. 1/4 of S. 19 T. 12 R. 4 E. less 2 acres off of the N.E. corner it being intended to include & convey all the lands in said Madison County now owned by said parties of the first part or either of them, & the same is hereby conveyed - and all the crops of cotton corn & other produce grown or controlled by or for said first parties or any or either of them on or upon the lands above described or elsewhere in said Madison Co during the year 1890 & 1891 & all the rents profits & income yielded by all said lands & plantations during the year 1890 & 1891 also all of the horses, mules, cattle & other live stock & all wagons & farming implements of every kind & character owned by said first parties or either of them & now upon the lands & plantations above described, & all of the horses mules cattle & other live stock & all wagons & farming implements of every kind & character which said first parties or either one of them may acquire & put upon said lands or plantations above described between now & the first ^{day} of March 1891 - But this conveyance is made in trust & upon the following conditions to wit: - That if said first parties shall promptly pay all of the indebtedness, advances, interest, commissions, fees & expenses hereby secured & intended to be secured as the same becomes due & payable & shall ship all of said cotton as promised & shall well & truly keep & perform all of the agreements herein mentioned then this conveyance shall be void but if default is made in said payments or in any part thereof at maturity the entire indebtedness & obligations hereby secured & intended to be secured except unearned interest shall then & thereby become due and collectable or if the said first parties shall fail to keep and perform any of the covenants & agreements herein mentioned or if any of said property shall be seized or levied upon by execution attachment or other writ issuing from any court or if the said third parties or the legal holders of the indebtedness herein secured shall at any time believe that any part of said property is about to be endangered or diverted as a security for the said payments or if any of said personal property shall be removed or is about to be removed from the lands & plantations above described without the written consent of said third parties or the legal holders of said indebtedness then the said second party though the

second said indebtedness hereby secured be not due, shall be entitled to the immediate possession of all the property hereby conveyed, & he at the request of said third parties or either member of said firm or the legal holders of said indebtedness, after giving twenty days notice of the time place & terms of sale by publication in a newspaper published in said County of Madison or by written or printed notice posted in at least two public places in the said County of Madison shall sell or cause to be sold, at some convenient place in said County of Madison, for cash, to the highest bidder at public outcry, all of said property or so much thereof as may be necessary to pay all of the indebtedness, commissions, fees, expenses and accrued interest secured & intended to be secured by this instrument, & the said real estate & personal property may be sold in bulk or in such separate parcels as the trustee may elect, & such sale may be made without the trustee having possession of said property or any part thereof, & out of the proceeds of sale the trustee shall pay first; the expenses of executing this trust including trustee's & attorney's fees, next all the aforesaid indebtedness commissions & accrued interest hereby secured & intended to be secured, & the surplus if any there be, to said first parties. - And the said third parties, or either member of said firm or the legal holders of said indebtedness, may at any time they, or either of them desire, appoint in writing a trustee in place of said second party or any succeeding trustee, which substituted trustee shall by virtue of his appointment, be invested with all the rights title power & authority herein conferred on said second party, and it is further agreed that said third parties or the legal holders of said indebtedness shall have the exclusive control of & right to apply the proceeds of the sale of all cotton or other things bought or sold by them, or shipped to them, and all payments of money or other things made to them by or for said first parties, or any or either of them to the payment of any secured or unsecured indebtedness

matured or unmatured which may be due now, or which may hereafter become due to them by said first parties or either of them, that such applications may be made at such times & in such manner as they may elect & that such applications so made or applied shall not in any event impair, lessen or prejudice the debts hereby secured - and intended to be secured, or the security herein & hereby given & after such applications may have been made, said third parties or the legal holders of said indebtedness may at their pleasure & discretion from time to time change & alter such applications at any time previous to final settlement between said first and third parties. - The words commencing with "whereas" on 10th line and ending with "and" on 20th line were erased before signing hereof. It is agreed that this instrument & the indebtedness hereby secured are to be governed & construed by the laws of the State of Mississippi. Witness the signatures of the said first parties the day & year first above written.

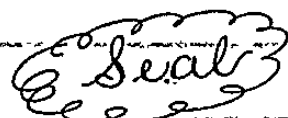
W. S. Mabry

F. M. Mabry

State of Mississippi }
County of Holmes }

Personally appeared before me R. J. Moody Mayor of Goodman & Ex. officio a Justice of the Peace of the County of Holmes the within named W. S. Mabry & his wife F. M. Mabry who severally acknowledged that they signed & delivered the foregoing instrument on the day & year therein mentioned.

Given under my hands this 13th day of Feb. A. D. 1890 -



R. J. Moody -

Mayor of Goodman & Ex. off. a J. P.

Benjamin F. Passmore &
Ellen J. Passmore }
To of Deed of Trust }
W. H. Powell, Trustee }
use of R. W. Levy }

Filed for record Feb. 13th 1890 at
3²⁵ P.M.

Recorded Feb. 17th A. D. 1890 -

Whereas we Benjamin F. Passmore & Ellen J. Passmore are indebted to R. W. Levy in the sum of \$2269²⁵ as is evidenced by our two promissory notes of even date due on January 1st 1891 & 1892 -

for \$1134 ⁶²/₁₀₀ each respectively. each bearing interest
 from date at rate of 8% per annum - and whereas we
 are desirous of securing the prompt payment of each
 of said notes as well the performance of the covenants
 herein contained. Now therefore in consideration of the
 premises & one dollar cash in hand paid me by W. H.
 Powell. the receipt of which is hereby acknowledged to
 secure the payment of each of said notes & the covenants
 herein contained. We Benjamin F. Passmore & Ellen J.
 Passmore do hereby convey & warrant unto W. H. Powell
Trustee & to his successors in office forever the following
 described real estate lying being & situated in the County
 of Madison State of Mississippi to wit: - The following
 lands in T. 9. R. 1. E. - W¹/₂ N¹/₂ Sec 1. N¹/₂ Sec 2. except 7
 acres off W side S¹/₂ N¹/₂ of N¹/₂ Sec 2. 30 acres off North end N¹/₂
 Sec 2. also following lands in Sec. 3. 25 acres off N end E¹/₂
 N¹/₂ E¹/₂ & N¹/₂ N¹/₂ E¹/₂ & 14 acres off N end E¹/₂ N¹/₂ & 7 acres in
 N. E. cor of W¹/₂ N¹/₂ & 2.2 acres off S end W¹/₂ N¹/₂ of said
 Sec 3. also the following lands in T. 10. R. 1. E. Lots 5 & 7
 in Sec 26. Lots 1. 2. 3. 6. 7 & 8. in S. 34. 40 acres off W. side
 W¹/₂ S. 35. also 2 1/2 acres off S. end E¹/₂ S E¹/₂ Sec 35. all of
 above lands composing the "R. C. Sanders place" (also the
 Plantation known as the Jno. W. Brown place lying in T. 9.
 R. 1. W. composed of the W¹/₂ Lot 6. & lots 7 & 9. S. 1. also Lot 5.
 Sec 2. also E¹/₂ N¹/₂ S. 11. & W¹/₂ Sec 12. & 15 acs off W side S E¹/₂
 Sec 12. also the following parcels of land in Sec. 13. 16 acres
 off N end W¹/₂ N¹/₂ & 5 acs. off N end E¹/₂ N¹/₂ & 17 acs. off N.
 end E¹/₂ of said sec. 13.] containing in all of said lands 1808
 acres more or less. Also the W¹/₂ W¹/₂ Sec 5. & N¹/₂ S E¹/₂ &
 E¹/₂ N¹/₂ Sec 6. all in T. 9. R. 2. E. also 25 acres in the S¹/₂ Sec
 36. T. 10. R. 1. E. bounded as follows: - Beginning at a point
 440 yards North of S. E. cor W¹/₂ S E¹/₂. thence running north
 220 yards thence west 550 yards thence south 220 yds. thence
 East 550 yards to the beginning. containing in all 345 acres
 & containing in all of the above lands hereby conveyed 2153 acres
 with all tenements hereditaments & appurtenances thereunto
 belonging.] In trust & upon the following terms & conditions -
 If we shall promptly pay each of said promissory notes as they
 mature then this deed of trust shall be null & void & of no effect.
 But should we fail to pay said notes or either of them as they mature then the said

Powell trustee or his successors in office is hereby empowered to enter into & take possession of all the above described property & sell the same for cash at public auction to the highest bidder before the South door of the Court House in Canton Miss. after having given 30 days notice of the time & place of said sale by posting notice thereof in one or more public places in said County & convey the property so sold to the purchaser thereof by proper deed & from the proceeds of said sale shall pay the cost & charges of executing this trust & then the amount which may be owing upon said notes & should any balance remain pay it over to us or our assigns. Should we fail to pay the first named note when due said Levy or his assigns can declare them all due. We covenant to keep the taxes paid upon said lands. If the said W. H. Powell shall from death or any other cause refuse or fail to perform the duties of Trustee herein then the said Levy or his assigns is empowered to appoint in writing someone else to act as trustee whose acts when appointed in the premises shall be of same force & effect as if done by W. H. Powell Trustee as aforesaid.

Witness our hands & seals this February 10th 1890-

Benjamin F. Passmore (Seal)
Ellen J. Passmore (Seal)

State of Mississippi }
Madison County } s.s.

Personally appeared before the undersigned Henry V. Gandell Clerk of the Chancery Court of the said County the within named Benjamin F. Passmore & Ellen J. Passmore 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 10th day of February A. D. 1890-

(Seal)

H. V. Gandell Clerk

Geo. H. Zuehlmeier } Filed for record Feb 18th 1890 at 8 a.m.
John S. Houseman } Recorded Feb 18th A. D. 1890.
To: F. H. Hutson }
F. H. Hutson

For and in consideration of the sum of \$225⁰⁰ cash in hand paid the receipt whereof is hereby acknowledged we convey & specially warrant unto F. H. Hutson the following described real estate lying & being situate in the County of Madison State of

Mississippi viz - 5/2 of the 5/2 of lot one Square due East situated in the Town of Flora - & so described. on the map or plat thereof - It being the same lot bought by us from E. H. Smith the 25th day of Feby 1886 - & formerly occupied by him & used by him as a place of business for selling liquor - with all the improvements thereunto belonging. -
 Witness our hand & seal this the 18th day of January a. D. 1890 -

Geo. H. Zuehmerer
 John G. Houseman -

The State of Alabama }
 Jefferson County } I Geo. S. Kennedy Notary Public
 State hereby certify that Geo. S. Houseman - whose name is signed to the foregoing conveyance who is known to me acknowledged before me on this day - that being informed of the contents of this conveyance he executed the same voluntarily - on the day the same bears date -

Given under my hand this 20th day of Janry 1890 -
 Geo. S. Kennedy -
 Notary Public.

State of Mississippi }
 County of Yazoo } S.S. - Personally appeared before me Robert Bowman Jr. a Justice of the Peace in & for said County & State George H. Zuehmerer who acknowledged that he signed and delivered the foregoing instrument on the day & year therein named -

Given under my hand this 29th day of Jan. 1890
 Robert Bowman Jr. J.P.

Jack Williams } Filed for record Feb. 1. 1890 at
 Co. of Deed } 5 P.M. -
 Leander H. Moore } Recorded Feb 18th 1890 -

State of Mississippi }
 Madison County }
 This conveyance made this 1st day of Feb. 1890 between Jack Williams of Madison County & Leander H. Moore also of Madison County witnesseth. That in consideration that said Leander H. Moore is the rightful heir & also in consideration that he pledges himself to furnish to said Jack Williams such sustenance as he from time to

time shall find requisite for his comfort said Jack Williams does hereby grant & convey to him a certain parcel of land situated in said County of Madison State of Mississippi namely $W\frac{1}{2}$ of the $S\frac{1}{2}$ of $NE\frac{1}{4}$ of S. 29 T. 12 R. 4 E. containing 4.0 acres of land more or less. And the said Jack Williams covenants that he has the right to convey said land to the grantee (Leander A. Moore) that the same is free from all incumbrances that the grantee shall have quiet possession of said land that he shall execute such further assurances of said land as shall be requisite & that he shall warrant generally the property hereby conveyed.

Witness the following signature and seal-

Jack ^{his} ~~x~~ Williams _{mark}

State of Mississippi

Holmes County } Personally appeared before me B. W. Cotten Mayor of Pickens & Ex. off. J. P. in said County Dis. No. 3. the within named Jack Williams who acknowledged that he signed and delivered the foregoing instrument on the day & year therein mentioned-

B. W. Cotten

Mayor of Pickens & Ex. off. J. P.

Phillip Jones By
F. A. McNeill Guardian
and F. A. McNeill
To: Deed
W. G. Mabry

Filed for record Feby 14 1890 at
4³⁰ P. M.
Recorded February 18th A. D. 1890-

In consideration of the sum of \$200⁰⁰ to us cash in hand paid for the use & benefit of Phillip Jones one of the grantors herein receipt of which is hereby acknowledged we Phillip Jones & Fannie A. McNeill his guardian do by these presents convey unto W. G. Mabry the undivided interest of said Phillip Jones of in & to $NE\frac{1}{4}$ & $E\frac{1}{2}$ of $NE\frac{1}{4}$ Sec. 19 T. 10 R. 4 E. situated in Madison County State of Miss. & we do for us & each of us jointly & severally covenant & agree to & with said Mabry his heirs executors & administrators & assigns that on the coming of age of said Phillip Jones that he the said Phillip Jones will make or caused to be made unto said Mabry his heirs executors administrators or assigns a good & sufficient ratification & confirmation of this deed upon the request of the said grantee his heirs executors administrators or assigns.

In testimony whereof we hereto set our hands this 10 day of February 1890.

F. a. McNeill
Guardian &c.-

The State of Mississippi }
Leflore County. }

Personally appeared before me R. H. Hicks, Clerk of the Circuit Court in & for said County Mrs F. a. McNeill who acknowledged that she signed & delivered the foregoing deed as Guardian of Phillip Jones on the day & year therein named as her act & deed.

Witness my hand & seal of office this the 10th day of February 1890.

R. H. Hicks, Clerk.
By R. M. Hight D. C.-

John Mc Murtry }
Annie Mc Murtry }
To: Deed }
William Jones and }
Franklin Smith }

Filed for record Januy 25th 1890 at 2. P. M.-
Recorded February 18th 1890.

In consideration of Four hundred dollars in hand paid we convey and warrant to William Jones and Franklin Smith the following ^{land} situated in Madison County, State of Mississippi and described as the N 1/2 of N W 1/4 less eight (8) acres off Sec. (1) T. 10. R. H. E. & E 1/2 S 1/2 of W 1/2 of S W 1/4 S. 36. T. 11. R. H. E.-

Witness our signatures this 6th day of Januy 1890.

John ^{his} Mc Murtry
Annie ^{her} Mc Murtry.-

State of Mississippi, Madison County.

Personally appeared before me a Justice of the Peace of the County aforesaid John Mc Murtry and wife Anne Mc Murtry who severally acknowledged that they signed and delivered the foregoing deed of conveyance as their act & deed on the day & year therein named.

Witness my hand this 6th day Januy 1890.

Saml. Milton
J. P.

This deed set aside by pay ment This second day Janry A. D. 1891
J. J. Wilman

Mary E. Kelly and John Kelly To of Deed in Trust W. J. Mosby Trustee for Joseph J. Gilman	}	Filed for record Janry 24 th A. D. 1890 at 12 ¹⁵ P M. Recorded February 18 th 1890
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This trust deed made this 24th day of January A. D. 1890 between John Kelly & Mary E. Kelly husband & wife of the first part Joseph J. Gilman of the second part & William J. Mosby of the third part witnesseth Whereas the said parties of the 1st part on the day of the date hereof executed & delivered to said party of the second part their promissory note for the sum of \$220⁰⁰ payable to said party of the second part 12 months after its date & bearing interest at the rate of 10 per cent per annum after maturity if not then paid the payment of which note according to its tenor & effect said parties of the first part are willing to secure to the said Gilman or his assigns Now in consideration of the premises the said parties of the first part do by these presents bargain sell & convey to said party of the third part & his successors as hereinafter provided the following lot or parcel of land lying & being in the County of Madison State of Mississippi containing 26 acres more or less commencing 33 feet west from the N. W. corner of Lot No 2 according to plat hereinafter mentioned & running East with said Lot No 2 52²¹ chains to the public road thence North 19° E 17³⁴ chains thence west 59³⁵ chains to the Miss Central Rail Road now commonly known as the Illinois Central Rail Road thence along said R. Rd. to the point of beginning said Lot being No 3 allotted to S. S. Lockett in the division of the estate of Emily Lockett deceased according to plat of said division now on file among the papers in the matter of the estate of William R. Lockett deceased in the office of the Clerk of the Chancery Court of said County To have & to hold said Lot or parcel of land to said party of the third part his heirs & assigns or his successors forever but upon the trust & condition following to wit: if said parties of the first part shall well & truly pay said promissory note then this conveyance shall be void & of no effect but in case they fail to pay the same in whole or in part then said party of the third part shall have power & the right to take possession of said parcel of land & to sell the same to the highest bidder for cash


before the South door of the Court House of said County between the hours of eleven & four o'clock having first given twenty days notice of the time place & terms of sale by advertisement put at the South door of said Court House & out of the proceeds of such sale the said trustee shall first pay all taxes constituting a lien upon said land, whether the same be then due or not and the costs incident to such sale & then the promissory note hereinbefore mentioned & the remainder of said purchase money he shall pay over to the said Mary E. Kelly and it is hereby covenanted & agreed between the said parties of the first & second parts that in case of the death of said party of the third part or of his failure or inability from any cause to execute this trust the said party of the second part his assigns or legal representative shall have the right to execute the same by any person he may thereunto appoint verbally or by writing & upon such appointee all the rights duties & powers herein specially conferred upon said party of the third part shall devolve & belong.

Witness our hands & signatures

John Kelly
Mary E. Kelly.

State of Mississippi }
Madison County } S.S.

Personally appeared before the undersigned Henry V. Gandell Clerk of the Chancery Court of the said County the within named John Kelly and Mary E. Kelly 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 24th day of January A. D. 1890.
 H. V. Gandell Clerk.

Margaret A. Holliday }
 To } Deed } Filed for Record Feb 3rd
 J. C. Stein } } A. D. 1890 at 8. A. M.
 In consideration of five hundred dollars paid & to be } Recorded Feby 18th 1890.

State of Arkansas } Primarily appeared before me J. W. Scott Clerk of the Circuit Court in and for the State and County
 Miller County } of said Miller County who after being sworn by me deposited and with that instrument
 different promissory notes given by J. C. Stein for the purchase money of certain lands sold him or which are deposited
 in Record of Deeds of Madison County and State of Arkansas in Book 89, page 287 & 288 are each and all
 of them paid in full
 Recorded this 20th day of December 1889
 J. W. Scott Clerk

paid by J. C. Stein as follows one hundred dollars cash
 one hundred dollars to be paid Jan'y 1. 1891 one hundred
 dollars Jan'y 1st 1892 one hundred dollars Jan'y 1st 1893 &
 one hundred dollars Jan'y 1. 1894 I Margaret A. Holliday
 formerly Margaret A. Stein do hereby sell convey & warrant
 specially all my right title claim & demand in & to all those
 certain lands in Madison County Mississippi of which the
 late J. C. Stein of said County died seized My interest in said
 lands being an undivided one fourth of same I also in
 consideration of the above sell & convey to said J. C. Stein my
 individual interest in & to all the personal property of which
 said J. C. Stein died possessed - meaning hereby to convey to
 said J. C. Stein all my interest in & to the estate of said J. C.
 Stein under the provisions of the last will & testament of said
 J. C. Stein said will being of record in the Chancery Clerk's office
 of said Madison County in Will Book A page 606 - The
 deferred payments above mentioned are evidenced by promissory
 notes of said J. C. Stein of even date herewith of one hundred
 dollars each due & payable at the dates above specified To
 have & to hold the property herein conveyed to him the said
 J. C. Stein his heirs & assigns forever -

Witness my hand this 19 day of December 1889 -
 Margaret A. Holliday -

State of Arkansas }
 County of Miller }

Personally appeared before me a Notary Public in and for
 Miller County Arkansas Margaret A. Holliday who acknow-
 ledged that she signed & delivered the foregoing deed on the day
 & year & for the purposes therein named as her free act & deed -
 Witness my hand & seal of office this 19 day of Dec. A. D. 1889

 Seal

W. H. Arnold -
 Notary Public



S. W. Lewis and
 Ada Lewis
 To J. War. D.
 Ben M. Hesdorffer

Filed for record Jan 28. 1890 at 3 P.M.
 Recorded February 19th A. D. 1890

In consideration of the sum of \$200.00 cash in hand paid S.W.
 Lewis the receipt of which is hereby acknowledged by Ben
 M. Hesdorffer We S.W. Lewis & Edith Lewis his wife do hereby

convey & warrant unto the said Ben. M. Heddorffer forever the following described land with all improvements - lying being & situated in Madison County - State of Mississippi to wit: Lot 4 in Durveys addition to Canton in Sec. 19. T. 9. Range 3. East.

Witness our hands & seals this the 28th day of Januy 1890.

S. W. Lewis 
Edith P. Lewis 

State of Mississippi }
Madison County }

Personally appeared before me A. J. Bransford an acting justice of the Peace in & for said County & State S. W. Lewis and Mrs. Edith P. Lewis who acknowledged that they signed & delivered the foregoing deed on the same day & year therein mentioned as their act & deed.

A. J. Bransford J. P.

Joseph Conway }
Lucy Conway }
To: Deed }
Isidor Gross }

Filed for record Januy 30th 1890
at 11¹⁵ a. m.
Recorded February 19th a. D. 1890.

In consideration of \$150.00 in hand paid we convey & warrant to Isidor Gross the following described land situated in Madison County Mississippi and described as the E 1/2 Lot 6. in Section eight - and 2.0 acres off of North end of Lot 3 Section 17. East of the Choctaw Boundary line all in T. 10. R. 5. E. -
Witness our signatures this 13th Januy 1890.

Joseph Conway
Lucy Conway.

State of Mississippi Madison County.

Personally appeared before me a justice of the peace of the county aforesaid the within named Joseph Conway & wife Lucy Conway who acknowledged that they signed & delivered the foregoing deed of conveyance as their own act & deed on the day & year therein named.

Witness my hand this 13th day of Januy 1890.

Sam^l Milton J. P.

B. L. Cully } Filed for record Feb 20th A. D. 1890 at 8 a.m.
 To: Deed } Recorded February 20th 1890.
 J. H. Boswell }

State of Mississippi, Madison County
 February 25th 1887. In consideration of one hundred and seventy five (\$175⁰⁰) Dollars evidenced by two promissory notes executed and delivered to me by the grantee herein one for seventy five (\$75⁰⁰) dollars and one for one hundred (\$100⁰⁰) dollars and of even date herewith payable respectively on 1st day of May 1887 and 1st day of January 1888 held as a lien upon the land herein conveyed until the full payment of principal I herein convey and warrant to J. H. Boswell the land described as all that portion of the E 1/2 of NW 1/4 Section 17 T. 7. R. 2. E. lying west of the S. C. Rail Road amounting to nine (9) acres more or less.

Witness my signature the 25th day of February 1887.

B. L. Cully -

Personally appeared before the undersigned Justice of the Peace of Madison County and State of Miss. Dr. B. L. Cully who acknowledges that he signed the foregoing deed on the day and date above mentioned as his act and deed.

This February 28th 1887.

A. C. Shaw J. P.

"General Affidavit"

The State of Mississippi }
 Hinds County }

Before me Wm. Henry Mayor of Jackson and Esc. Officio J. P. a Justice of the Peace of the County aforesaid Dr. B. L. Cully makes oath that J. H. Boswell has fully satisfied the deed hereto attached the full amt. of one hundred & seventy five dollars, having been paid.

Sworn to and subscribed before me 18th day of February 1890.

Wm. Henry
 Mayor of Jackson
 and
 Esc. Officio J. P.

E. Seal

B. L. Cully -

Maggie P. Wales
John E. Wales
To of Deed of Trust
Wm. Gandell Trustee
To secure J. J. Gilman

Filed for record January 24th
a. D. 1890 at 3. P. M.
Recorded February 20th at
3 P. M. - a. D. 1890.

The child being a child of his father's first
has been found by N. W. Gilman & me
newly born - January 2 to 1890
J. J. Gilman

In consideration of our indebtedness to J. J. Gilman in
the sum of Eight hundred and eighty dollars by our
promissory note of this date due twelve months after date
we hereby convey & warrant to W. M. Gandell as Trustee
the following lands - lying in Madison County - Miss -
described as the W/2 SW/4 & E/2 SW/4 of Sec 1. less 20th off
the north end of E/2 of SW/4 and E/2 N/2 W/2 NW/4 &
27 acres out of the N. W. corner of E/2 NW/4 of Sec 12 - and
E/2 S E/4 of Sec 2 - and all of S/2 E/2 N E/4 Sec 2. South of
Doats Creek - and all N/2 E/2 N E/4 Sec 11 - and all of the
NW/4 of Sec 12 less that part deeded to J. P. Wales, by deed of
record in book U. V. 547 all in T. 10. R. 3. East - but the above
deed is in trust to secure the prompt payment of the above
debt and should default therein be made it shall be the
duty of said trustee to advertise the above lands by written
parties for ten days - in three or more public places in
said County and sell the same for cash in front of
the South door of the Court House in Canton & apply
the proceeds of said sale to the payment of said debt
and execute a deed of conveyance to the purchaser and
it is further agreed that in the event of the death of
the said Gandell or his failure or refusal to act as such
trustee the said Gilman or the then holder of our note may
in writing appoint another trustee with full power to
execute the purposes of this Trust. Witness our hands and
signatures the 24th day of January a. D. 1890.

Maggie P. Wales
John E. Wales.

State of Mississippi - Madison County } S. S. -
Personally appeared before the undersigned Henry V. Gandell
Clerk of the Chancery Court of the said County - the within
named Maggie P. Wales & John E. Wales who acknowledged 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 24th day of January a. D. 1890.
H. V. Gandell, Clerk

Seal

Artemesia Cameron } Filed for record January 25th 1890
 Dora Cameron and } at 3⁴⁵ P.M.
 Grand Cameron } Recorded February 20th 1890 -
 To: Deed -

Sallie W. Dinkins -

Whereas Jno. J. Cameron in 1888 executed a deed of trust upon the $\frac{1}{2}$ SW $\frac{1}{4}$ & $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 29 & $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 30 $\frac{1}{2}$ E $\frac{1}{2}$ & $\frac{1}{2}$ SW $\frac{1}{4}$ & $\frac{1}{2}$ SE $\frac{1}{4}$ & $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ - Sec. 31 & $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 32 T. 10. R. 3. East to secure S. W. Dinkins recorded in Book U. W. page 614 among the record of land deeds in the Chancery Clerk's office for Madison County Miss. And whereas W. O. Baldwin the trustee in said deed of trust on September 3rd 1889 sold said lands & conveyed the same to Sallie W. Dinkins by deed recorded in Book Y. G. page 15 A. seq. -

And whereas Jno. J. Cameron is now dead but in 1888 at the execution of said deed of trust resided upon said lands with his family as a homestead upon a portion of it and whereas we Artemesia Cameron and Dora & Grand Cameron are his widow & children respectively

And whereas in Sept. 1889 we had said land surveyed & plotted by J. P. George Co. surveyor with the view of carrying out & selecting from said lands - 160 acres of land as a homestead allowed by law in such cases And whereas we have selected laid out and now occupy as such homestead the $\frac{1}{2}$ SW $\frac{1}{4}$ & $26\frac{2}{3}$ acres off the end of $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 29 and $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ & $13\frac{1}{3}$ acres out of N. E. corner $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 30 all in T. 10. R. 3. E. which embodies the dwelling house & outhouses

And whereas said Dinkins is satisfied with said selection - Now therefore in consideration of the premises & one dollar cash in hand paid us by Sallie W. Dinkins the receipt of which is hereby acknowledged we Artemesia Cameron, Dora Cameron & Grand Cameron do hereby convey unto the said Sallie W. Dinkins forever the following described lands in Madison County State of Miss. to wit - $13\frac{1}{3}$ acres off the end of $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 29 & $\frac{1}{2}$ SE $\frac{1}{4}$ & $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ & $6\frac{2}{3}$ a. off the end E $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 30 & $\frac{1}{2}$ E $\frac{1}{2}$ & $\frac{1}{2}$ SW $\frac{1}{4}$ & $\frac{1}{2}$ SE $\frac{1}{4}$ & $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 31 & $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 32 all in T. 10. R. 3. E. containing 560 acres more or less -

Witness our hands & seals this the 8th day of January A. D. 1890 -

A. Cameron (Seal) J. D. Cameron (Seal) Glendora Cameron (Seal)

State of Mississippi - Madison County }

Personally appeared before me A. J. Bransford an acting Justice of the Peace in & for said County & State Artemesia J. D. & Glendora Cameron who acknowledged that they signed & delivered the foregoing deed on the day & year therein mentioned as their act & deed - Given under my hand this 24th day, Jan'y 1890 -

A. J. Bransford J. P.

Primus C. W. Moore 11/30/90

Primus & Mollie Moore
To } Deed of Trust &
J. S. Ward Trustee

Filed January 25th 1890 at
3⁵² P.M.
Recorded Februy 21st 1890.

To secure Mr. J. Weathersby }
In consideration of our indebtedness to Mrs Mr. J. Weathersby in the sum of \$227⁰⁰ due by our promissory note of this date payable on the 25th day of January A. D. 1891. we hereby convey & warrant to J. S. Ward as trustee the following lands lying in Madison County - Miss described as 35 acres off of the North end of W/2 N E 1/4 & 4.3 acres off of the N. E. corner of N. W/4 of Sec. 21. T. 10. R. 3. East. We also sell & deliver to said Ward as trustee two mules called Sam & Vick & the entire crops to be grown by us on the lands aforesaid in 1890 but this conveyance is in trust to secure the prompt payment of the above debt but should default be made in payment it shall be the duty of the said Ward to advertise the above property by written posters for ten days in three or more public places in said County & sell the same in front of the South door of the Court House in Canton for cash & apply the proceeds of said sale to the payment of said debt & execute a deed to the purchaser - It is further agreed that in the event of the death or failure or refusal of the said Ward to execute the trust herein conferred on him then the said Mrs Mr. J. Weathersby or the then holder of our note may in writing appoint another person to act as trustee whose acts when done shall be as valid in law as if done by the said Ward. - Witness our hands and signatures this the 25th day of January A. D. 1890.

Mollie ^{her} Moore - Primus ^{his} Moore -
_{mark} _{mark}

State of Mississippi }
Madison County } S.S. -
Personally appeared before the undersigned Mr. Allen Clerk of the Circuit Court of the said County the within named Primus Moore and Mollie Moore who acknowledges that they signed sealed & delivered the foregoing deed on the day & year therein mentioned as their act & deed. Given under my hand & seal at office this 25 day of Jan A. D. 1890.
Seal
M. Allen Clerk

Subscribed in full Oct 24th 1890
Mr. J. Weathersby per witness copy

Instrument of S. W. Murphree 1130/40

500 fine due 11-5-1890

Satisfied in full March 11/1891 J. S. Ward Trust

Oscar Murphy &
Jane Murphy
To of Deed of Trust
J. S. Ward Trustee
To secure
M. J. Weathersby
The State of Miss -
County of Madison

Filed for record Janry 27th 1890 at
11⁵⁵ a.m.
Recorded February 21st A. D. 1890

In consideration of \$904⁰⁰ nine hundred & four Dollars due
on Dec. 1st 1890 to M. J. Weathersby We the undersigned have
bargained sold & conveyed in trust to J. S. Ward Trustee the
following property in Madison Co. Miss to wit. W/2. N/4 & N/2
W/2. S W/4 of section 7 T. 10 Range 4 East & 6 head of cattle
all Town 1 Grey mare mule "Helle" & 2 brown mares,
6 years old named Dollie & Mollie & all my crops of cotton
corn peas & other products grown by me or by my hands on
above named lands or any other lands in said County should
said debt be paid at maturity by the undersigned then this deed
is void but if default is made in same then the said Trustee
shall advertise same for 10 days by posting notices in 2 public
places & shall sell said property at auction to the highest
bidder for cash at the South door of the Court House in Canton
& the surplus if any after paying for the trust & the debt herein
named shall be paid to the undersigned. If said trustee fail to
act his successor appointed by M. J. Weathersby shall have
full power to act & his doings shall be as binding as if
performed by the trustee herein named.

In testimony of which attest our hands this 25th Janry 1890

Oscar ^{his} ~~mark~~ Murphy
Jane ^{her} ~~mark~~ Murphy

The State of Mississippi
County of Madison

Before me this day came
Oscar Murphy & Jane Murphy his wife who acknowledged
that they signed & delivered the within deed as their act on
this 27th day of Janry 1890

Saml Milton J. P.

Seal

Mr. C. Hemmingway }
To: Deed of Trust }
John T. Hutcherson Jr. }
use of J. A. Simmons }

Filed for record January 30th
A.D. 1890 at 9. a.m. -
Recorded February 21st - A.D. 1890

Subscribed & sworn to by order of J. A. Simmons before me
my office with J. A. Hutcherson on the 21st of
Feb. 1890
W. G. G. G. G.

This deed of Trust and agreement made this 10th day of January A.D. 1890. Witness, that whereas Mr. C. Hemmingway party of the first part is indebted to J. A. Simmons in the sum of \$93.⁵⁰ Ninety three Dollars on promissory note due & payable the 1st day of November next 1890. - interest after maturity at the rate of ten per cent. And whereas said party of the first part expect said J. A. Simmons to advance her money, supplies and merchandise during the year 1890. and whereas said party of the first part agreed to secure the payment of said sum. as also any amount that may be advanced as aforesaid. that the party of the first part in consideration of the premises as well as for Ten dollars to her paid by Jno. T. Hutcherson Jr. Trustee I hereby bargain sell and convey to said Trustee the property being in Madison County Mississippi and described as follows. - N E 1/4 & S 1/2 N W 1/4 & N 1/2 S W 1/4 Section 22. Township 9. R. 5. East. - the title to which unto said Trustee or any successor I warrant & agree forever to defend in trust however that if said party of the first part shall on or before the 1 day of November 1890. pay what may be due said J. A. Simmons as aforesaid. & 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. & then having given 10 days notice of the time place & terms of sale by posting in 3 public places sell said property or a sufficiency thereof to make said payments for cash at public auction at New Port Miss Atala County. & said J. A. Simmons assigns or legal representatives can at any time they may desire appoint a trustee in place of said John T. Hutcherson Jr. 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. & hold till said payments are made or till said property is sold as aforesaid. - but until demanded by the trustee for either of the purposes as aforesaid said party of the first part can hold the same. - In testimony whereof said hereunto set my hand and seal. - Mr. C. Hemmingway.

Seal

The State of Mississippi

Attala County

Personally appeared before me
W. J. Massengale a Justice of the Peace for said County the
within named M. C. Hemmingway who severally acknowledged
that she signed sealed and delivered the foregoing deed of
Trust and agreement and at the time therein named as her
act and deed -

Given under my hand and seal at office this the 10th day
of January 1890 -

W. J. Massengale J. P.

J. D. Ashley and

A. L. Ashley

To of Deed of Trust

J. A. Simmons

J. M. Sandige Trustee

Filed for record January 30th 1890 at

9 a. m. -

Recorded February 21st a. D. 1890.

This deed of Trust and agreement made this 10 day of January a. D.
1890 Witness that whereas J. D. Ashley & A. L. Ashley his wife parties
of the first part are indebted to J. A. Simmons in the sum of \$330⁰⁰
on our promissory note due & payable the 1st day of November
next 1890 - interest after maturity at the rate of ten per cent until paid
And whereas said parties of the first part expect said J. A. Simmons
to advance them money supplies and merchandise during the
year 1890 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 J. M. Sandige Trustee we hereby bargain sell and convey to
said Trustee the property being in Madison County Mississippi
& described as follows: - $\frac{1}{2}$ of the S $\frac{1}{4}$ of Sec. 21 T. 12 Range 5 East
also our entire crop - cotton corn Fodder Potatoes oats sugar cane
molasses cotton seed or any other products we may raise or caused
to be raised on our land or any other lands we may cultivate
this year 1890 & 1891 - the title to which unto said Trustee or any
successor we warrant and agree forever to defend in trust
however that if the said parties of the first part shall on or before
the 1 day November 1890 pay what may be due said J. A. Simmons
as aforesaid & 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 proceed to

sell the same and then having given 10 days notice of the time place & terms of sale by posting in 3 public places sell said property - or a sufficiency thereof to make said payments for cash at public auction at Newport Miss. - attala County and the said J. A. Simmons or his assigns or legal representatives - can at any time they may desire appoint a Trustee in place of said J. M. Sandige 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 & hold till said payments are made, or till said property is sold as aforesaid - but until demanded by the Trustee - for either of the purposes as aforesaid - said parties of the first part can hold the same -

In witness whereof said — hereunto set hand & seal.

J. D. ^{his} _{mark} Ashley (Seal)
 A. L. ^{her} _{mark} Ashley (Seal)

The State of Mississippi attala County.

Personally appeared before me W. J. Massengale Justice of the Peace for said County the within named J. D. Ashley & A. L. Ashley who severally 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 and seal of office this 10th day of January 1890 -

W. J. Massengale -

John Soy and
 Louisa Soy
 To: Deed of Trust
 J. M. Sandige Trustee
 use J. A. Simmons

} Filed for record January 30th
 a. D. 1890 -
 Recorded February 21st 1890 -

This deed of Trust and agreement made this 12th day of December a. D. 1889. Witness that whereas John Soy & his wife Louisa Soy parties of the first part is indebted to J. A. Simmons in the sum of \$230⁰⁰ on promissory notes 1 for \$120⁰⁰ due 15 Oct 1890 & 1 for \$110⁰⁰ due Oct 15th 1891 interest after maturity at the rate of 10 percent till paid

And whereas said parties of the first part expect said J. A. Simmons to advance them money supplies & merchandise during the year 1890 & 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 J. M. Sandige Trustee we hereby bargain sell & convey to said Trustee the property being in Madison County Mississippi and described as follows: - as the W/2 of S E/4 of S 20 T 12 R 5 E containing Eighty acres - also our entire crop cotton corn fodder peas oats cotton seed - also my entire crop cotton corn fodder sugar cane molasses sugar cane cotton seed 1891 or the crop raised on any other lands the title to which into said Trustee or any successor we warrant and agree forever to defend In Trust however that if said parties of the first part shall on or before the 15 day of October 1890 & 91 pay what may be due said J. A. Simmons 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 10 days notice of the time place and terms of sale by posting in three public places sell said property or a sufficiency thereof to make said payments for cash at public auction at Newport Miss - and said J. A. Simmons his assigns or legal representatives can at any time he may desire appoint a trustee in place of said J. M. Sandige or any succeeding trustee And should the trustee at any time believe said property or any part thereof endangered as a security for said payments he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid but until demanded by the Trustee for either of the purposes as aforesaid said part of the first part can hold the same -

In testimony whereof said — John ^{his} _{mark} Joy (Seal)
 hereunto set — hand and seal Laura ^{her} _{mark} Joy (Seal)

The State of Mississippi Atala County

Personally appeared before me E. J. Branch a J. P. for the said County the within named John and Laura Joy who severally acknowledged that they signed sealed & delivered the foregoing deed of trust & agreement & at the time therein named as their act & deed

Given under my hand & seal of office this 12th day of December 1889
 E. J. Branch - Justice of the Peace

J. V. Parker and
Ellen Parker
of Deed of Trust
John T. Hutcherson Jr.
in v. of J. A. Simmons

Filed for record January 30. 1890 at 9 am
Recorded February 22nd 1890.

Sold by Court City from J. A. Simmons record in power city
Book W-1. page 384. Nov 24th 1894 with full

This deed of Trust and agreement made this 21 day of January
A. D. 1890. Witness that whereas J. V. Parker & Ellen Parker his
wife parties of the first are indebted to J. A. Simmons in the
sum of \$110.⁰⁰ on promissory note due & payable the 15th day
of October next 1890. Interest after maturity at the rate of
10 per cent. And whereas said parties of the first part
expect said J. A. Simmons to advance them money -
supplies and merchandise during the year 1890. 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 John T. Hutcherson Jr. Trustee we hereby
bargain sell and convey to said Trustee the property
being in Madison County Mississippi and described
as follows: - 1/2 S.W. 1/4 Sec 28. T. 12. R. 5 E. also black mare
mule about 8 years old colored rose color also our
entire crop cotton, corn, cotton seed, sugar cane, molasses,
oats, peas, potatoes, or any other product, we may raise or
caused to be raised on our land or any other lands we may
cultivate during this year 1890 or caused to be cultivated.
The title to which unto said Trustee or any successor we
warrant and agree forever to defend. in Trust however
that if said parties of the first part shall, on or before the
15 day of October 1890. pay what may be due said J. A.
Simmons 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 10 days notice of
the time place and terms of sale by posting in 3 public
places sell said property or a sufficiency thereof to
make said payments for cash at public auction at
Newport Miss. Attala County. And said J. A. Simmons
or his assigns - or legal representatives can at any time
they may desire appoint a Trustee in place of said

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

In testimony whereof said - J. V. Parker (Seal) hereunto set - hand and seal. Ellen Parker (Seal)

The State of Mississippi } Madison County }

Personally appeared before me W. T. Linn a Justice of the Peace for said County the within named J. V. Parker Ellen Parker who severally 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 and seal of office this 21 day of January 1890 -

W. T. Linn J.P.

J. R. Mayson } To of Deed of Trust } T. W. Maxwell Trustee } To secure Mrs. V. L. Kemp } State of Mississippi } Madison County }

Filed for record Feb 20th A.D. 1890 at 3 30 P.M. Record February 22nd 1890 -

This indenture made and entered into this the 20th day of February 1890 between J. R. Mayson party of the first part T. W. Maxwell party of the second part and Mrs. V. L. Kemp party of the third part Witnesseth that the said party of the first part is justly indebted to the party of the third part in the sum of one hundred dollars evidenced by his note of this tenor & date due the 1st day of November next with interest from date at the rate of 10% per annum. And that the party of the first part is desirous of securing the prompt payment of said indebtedness at the maturity thereof. Now therefore in consideration of the sum of Ten dollars as well as in consideration of the premises paid by the party of the second part to said party of the first part & the receipt whereof is hereby acknowledged the said party of the first part has granted bargained and sold & by these presents do grant

State of Mississippi in full by sale of property - V. L. Kemp a/p for J. R. Mayson this 8 day Feb 1890

bargain sell and convey to the said party of the second part his heirs, executors, administrators and assigns the following described real estate lying & being in Madison County & State of Mississippi "To wit Lot No 8. on the north side of North Street West of Rail Road. (Georges Survey) in the City of Canton - also one lot of ground near the boundary line of the City of Canton described as follows to wit - 50 feet by 60 feet off the west end of a lot bought by E. W. Mabry of Mrs Kate L. Barlow in Sec. 19. T. 9. R. 3. E To have and to hold the same unto the said party of the second part his and assigns to him forever in trust nevertheless upon these terms & conditions that is to say that if the said party of the first part shall well & truly pay to the said party of the third part the full amount of said indebtedness - & in case said indebtedness is not paid at maturity then the said party of the second part or the successor of him shall take possession of said property - & sell the same before the door of the Court House in the City of Canton at public auction to the highest bidder for cash after giving five days notice of the time & place of sale by advertising in one or more public places in said County & convey the same so sold to the purchaser thereof by proper instruments of conveyance. & from the proceeds of said sale pay the said party of the second part or his successor - shall first pay the party of the third part or assigns the amount of said indebtedness and all interest due thereon - and if then there shall remain any surplus of the proceeds of said sale - then he shall pay over to said party of the first part or his assigns. - Should the party of the second part refuse or fail to perform any of the duties of trustee then the party of the third part may appoint another trustee whose actings & doings shall be as binding as if done by the party of the second part. -

Witness my hand this the day and year first above written
J. R. Mayson. -

State of Mississippi }
Madison County } S.S.

Personally appeared before the undersigned Henry V. Yandell Clerk of the Chancery Court of the said County