

the within named J. R. Mayson who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal at office this  
20 day of February a. D. 1890.

H. V. Gandell Clerk

Seal

H. W. Blakeman - D. P.

Ashton Phelps

To: Deed

Mrs Pulula Bradley

} Filed for record Jan'y 30th a. D. 1890

at 9 o'clock a. m.

} Recorded February 22nd 1890.

State of Louisiana City of New Orleans Parish of Orleans S. S.  
This deed of conveyance made this 13<sup>th</sup> day of the month of January a. D. 1890 between Ashton Phelps of the City of New Orleans and Mrs Pulula Bradley of Florac Mississippi Witnesseth: The said Ashton Phelps for and in consideration of the sum of  $\$500^{00/100}$  payable as follows according to the tenor of three certain promissory notes of even date herewith drawn by her the said Mrs Pulula Bradley to her own order & by her endorsed each for the sum of  $\$166^{66/100}$  payable respectively on the 1st Jan'y 1891 on the 1st January 1892 & on the 1st January 1893 with interest at the rate of 6% per annum from date until final payment does hereby sell grant and convey to the said Mrs Pulula Bradley her heirs and assigns forever the following described property to wit: A certain tract of land situated in Madison County State of Miss to wit - The N/2 of lot No. 3 Sq No. 1 measuring 50 ft front on "Front Street" by 120 feet back all in the Town of "Florac" Madison County Mississippi To have and to hold the above described premises with the appurtenances to the said Mrs Pulula Bradley her heirs & assigns forever. And the said Ashton Phelps & Mrs Pulula Bradley covenant & agree that he the said Phelps will warrant & forever defend the title of the same to the said Mrs P. Bradley or her heirs or the grantees under her free from & against the right title or claim of any person both at law & equity a lien is hereby retained upon the property hereby conveyed as security for the payment of the above described notes for unpaid purchase money.

In testimony of which the said Ashton Phelps has hereunto set his hand and seal the day and year first above written.

Witness Alf S. du Sossat

E. A. Villars.

Ashton Phelps.

State of Louisiana  
City of New Orleans  
Parish of Orleans.

Personally appeared before me Charles Theodore Soniat a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, duly empowered under the laws of this State to receive acknowledgements of deeds &c. the within named Ashton Phelps, who acknowledged that he signed and delivered the foregoing deed on the day & year therein mentioned as his act and deed.

I was under my hand and official seal this the 13th day of the month of January A.D. 1890

Chas T. Soniat  
Not. pub.

Seal

Moses P Simpson  
and Mattie Simpson  
To } Deed of Trust  
Samuel M. Jarvis Trustee  
use of  
Jarvis Conklin Mortgage  
Trust Company

Filed for record  
Feb 12, 1890 at 8 a.m.  
Recorded Feb 24th 1890.

This indenture made this First day of February in the year of our Lord one thousand eight hundred and ninety, between Moses P Simpson and Mattie J Simpson his wife of the County of Madison, and State of Mississippi party of the first part, and Samuel M Jarvis, Trustee, of County of Jackson, and State of Missouri, of the second part. Witnesseth:

Whereas, The said Moses P Simpson and Mattie J Simpson are justly indebted unto the Jarvis-Conklin Mortgage Trust Company, in the sum of Forty seven hundred \$4700. Dollars borrowed money, as is evidence by their note of even date herewith for the sum of Forty Seven hundred \$4700. Dollars, due and payable on the First day of February 1895, with interest at the rate of six per cent per annum from date until maturity, said interest payments being payable annually, and further specified and shown by Five Coupons of Two hundred eighty Dollars each, attached to said note, which Coupons are due and

and payable on the first day of February of each and every year until maturity of said note. Said coupons to draw ten per cent. interest per annum after due. Said note and coupons being payable to the order of the Jarvis-Corbin Mortgage Trust Company, at its office in Kansas City Missouri and said note draws interest at the rate of ten per cent per annum from date if principal or interest remain unpaid ten days after due.

Now therefore, the said party of the first part in consideration of the premises and for the purpose aforesaid and in consideration of Five Dollars to them in hand paid by the said party of the second part the receipt whereof is hereby confessed hereby grants bargains, sells and conveys unto the said party of the second part or his successors in trust forever the following described lands and premises situated in Madison County and State of Mississippi known and described as follows to wit:

The "Battle Springs" plantation being composed of the following described lands to wit:— The West half ( $\frac{1}{2}$ ) of the West half ( $\frac{1}{2}$ ) of the South East quarter ( $\frac{1}{4}$ ) and the West half ( $\frac{1}{2}$ ) of the North West quarter ( $\frac{1}{4}$ ) and all the South West quarter ( $\frac{1}{4}$ ) of Section Twenty one (21) Also the West half ( $\frac{1}{2}$ ) of the West half ( $\frac{1}{2}$ ) of the North East quarter ( $\frac{1}{4}$ ) and the North half ( $\frac{1}{2}$ ) of the South East quarter ( $\frac{1}{4}$ ) and all of the North West quarter ( $\frac{1}{4}$ ) of Section Twenty eight (28) all in Township seven (7) Range one (1) East; also the China Grove plantation being composed of the following described lands to wit: the West half ( $\frac{1}{2}$ ) of the South West quarter ( $\frac{1}{4}$ ) of Section Thirty three (33); also the South East quarter ( $\frac{1}{4}$ ) of Section Thirty two (32) all in Township Eight (8) Range one (1) East; also the West half ( $\frac{1}{2}$ ) of the North East quarter ( $\frac{1}{4}$ ) and the South East quarter ( $\frac{1}{4}$ ) of North West quarter ( $\frac{1}{4}$ ) of Section Five (5) in Township Seven (7) Range one (1) East. — Also the Garrett Goodloe plantation being composed of the following described lands to wit: The South East quarter ( $\frac{1}{4}$ ) of Section Twenty eight (28) and the West half ( $\frac{1}{2}$ ) of the South West quarter ( $\frac{1}{4}$ ) and all of the North West quarter ( $\frac{1}{4}$ ) of said Section Twenty eight (28) also the South East quarter ( $\frac{1}{4}$ ) of the North West quarter ( $\frac{1}{4}$ ) and the North West quarter ( $\frac{1}{4}$ ) of the South East quarter ( $\frac{1}{4}$ ) of Section Twenty (20) all in Township Eight (8) Range one (1) East, — All in said Madison County Mississippi.

Containing in all Fourteen hundred and six (1406) acres more or less.

To have and to hold the same Together with all and singular the privilege and appurtenances therunto belonging or in anywise appertaining to the premises hereby conveyed unto the party of the second part, or his successors in trust hereinafter named forever In Trust nevertheless to-wit: That in case of default in the payment of said indebtedness or any part thereof, with the interest thereon, at the time, and in the manner, and at the place specified for the payment thereof, or in case of waste or nonpayment of taxes, or neglect to procure or renew insurance, or in case of a breach of any of the covenants or agreements herein contained: then, and in such case, on the application of the legal holder of said note, it shall and may be lawful for said party of the second part, or his successors in trust, to enter upon, possess, hold and enjoy the above granted premises, and either with or without such entry; after having advertised such sale twenty days in a newspaper published (or by posting four notices printed in paper is published in said County) in the County where the premises are situate, to sell the said premises, or any part thereof and all rights and equity of redemption of the said party of the first part, their heirs, executors, administrators, or assigns therein, at public vendue, at the door of the Court House in the County of Madison or in the County where the premises are situate to the highest bidder for cash, at the time appointed in such advertisement, or to adjourn the sale from time to time at discretion; and upon the making of such sale or sales the said party of the first part does hereby authorize and empower the said party of the second part, or his successors, in his or their name, to execute and deliver to the purchaser or purchasers, a deed or deeds of conveyance in fee of the premises sold by virtue hereof (and it is agreed that the recitals in said deed shall be taken and accepted as prima facie evidence of the facts therein stated) and to apply the proceeds of such sale to the payment of—

First — The cost and expenses of executing this Trust including lawful Attorney fees and Compensation to the Trustee for his services.  
 Second — All sums of money paid by said second party or the holder of said note, for insurance taxes, assessments or charges to protect the title, or possession of said premises, together with interest from the time of paying the same at the rate of Ten per cent per annum —  
 Third — To the payment of Principal and



interest due on said notes and rendering the surplus if any to the said first party.

And the said Moses P. Simpson and Mattie O. Simpson do hereby covenant that they are lawfully seized of said premises and for their heirs executors and administrators do covenant and agree to and with the said party of the second part or his successors in trust that they will well and truly pay the principal of said loan and the interest thereon according to the conditions herein before set forth; and that in case of any suit being instituted for the collection of the same or any part thereof that they will pay to the said Samuel M. Jarvis or his successors in trust the sum of Four hundred twenty dollars as solicitors fees, and that a decree or judgment may be rendered for the payment of said sum in addition to the taxable costs of such suits and that they will not at any time hereinafter unless the said principal sum and the interest thereon has been fully paid suffer said premises or any part thereof to be sold for any taxes or assessments whatsoever nor will they do or permit to be done to in upon or about said premises anything that may in anywise tend to impair the value thereof or to diminish the security intended to be effected by virtue of this instrument; and in the event the said third party, its assigns or legal representatives or the party of the second part or his successors in trust shall expend any money to protect the title or possession of said premises then all such money so expended shall be a new and additional principal sum of the money secured by this instrument and shall be payable and may be collected with interest thereon at the rate of ten per cent per annum from the time of so expending the same, And that they will cause any buildings upon said premises to be insured in such safe and responsible insurance company for the sum of Two thousand dollars, or such less sum as the legal holder of the notes secured hereby may elect, and keep the same so insured and will deliver all policies of insurance and all renewal certificates from time to time to said party of the second part or his successor in trust.

And it is stipulated and agreed that in case of default in any of said payments of principal or interest as aforesaid or in the event of a breach of any of the covenants or agreements herein then and in that case the whole of said principal sum hereby secured, and the interest to the time of sale, and all

moneys advanced to that time, shall, at the option of the legal holder of said indebtedness, or any part thereof, the trustee herein named, or them acting, or either or any of them, at once become absolutely due and payable, without notice to the first party - and the said premises may be sold in like manner and with the same effect as though said indebtedness had fully matured by lapse of time in said obligation mentioned.

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

And further, That in case of death, absence, resignation, or other inability or refusal to act, of the said second party, Stanley L Conklin, of Kansas City, Mo. shall become successor in trust to said party of the second part, and in case of the death, resignation or other inability or refusal to act of the said Stanley L Conklin, then it shall be competent and proper for the second party or his successor in trust, or the holder of the said indebtedness or any part thereof to appoint and substitute any other person as trustee to act in stead 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.

Now, If the covenants aforesaid shall be well and truly kept by the said party of the first part, or their legal representatives, then the property hereinbefore conveyed shall be released at the cost of the said party of the first part.

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

Signed, Seal and Delivered in presence of  
Moses P Simpson [seal]  
Mattie J Simpson [seal]  
W R Cooper  
A J Wolfe

State of Mississippi )  
County of Madison ) S.S.

Personally appeared before me C R Young a notary public the within named Moses P Simpson and Mattie J Simpson his wife, who acknowledged that they

signed, sealed and delivered the foregoing deed of Trust on the day and year of the date thereof as their voluntary act and deed for the purposes therein expressed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal, at my office in Jackson Mississippi the day and year first above written.

My term expires July 27<sup>th</sup> 1893

C. R. Young, Notary Public

City of Jackson, Hinds County, Mississippi

Seal

C. C. Dickinson

S. D. McKee

Quit Claim

Junius Mhoon

Filed for record Feb 24 AD 1890 5 P.M.

Recorded Feb 25 AD 1890

For and in consideration of the sum of eleven hundred dollars, we convey and quit claim forever to Junius Mhoon the land described as 1/2 N.E. 1/4 Section 8, and 1/2 N.W. 1/4 Section 8, and ten acres in the N.W. 1/4 S.W. 1/4 Section 9, said ten acres being the N.W. 1/4 E. 1/2 N.W. 1/4 S.W. 1/4 Section 9, all in Township eight (8) Range three (3) east - Also the undivided interest of Robert B Mhoon in the Dower his mother Mary A Mhoon as set apart by decree of the Chancery Court of Madison County, Mississippi. All of said lands lying and being in the County of Madison and State of Mississippi.

The deed from Robt B Mhoon to C C Dickinson is recorded in Book "D D" page 533

Given under our hands this 24<sup>th</sup> day of Feb 1890

S. D. McKee

C. C. Dickinson

State of Mississippi  
Madison County

Personally appeared before the undersigned H. V. Yandell, Clerk of the Chancery Court of Madison County the within named C. C. Dickinson and S. D. McKee who acknowledges that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

Given under my hand and seal of office in this 24<sup>th</sup> day of Feb 1890

H. V. Yandell  
Clerk

Annie Bartels  
H. Bartels  
Do; Deed of Trust  
W.H. Powell

Filed for record Jan 28<sup>th</sup> 1890 11. 472  
Recorded Feb 25<sup>th</sup> 1890

by taking new deed of trust this day January 26<sup>th</sup> 1892  
W.H. Powell Trustee

In consideration of Ten Dollars to me paid.  
D. Annie Bartels & her husband H. Bartels of the City of Canton  
in the County of Madison and State of Mississippi, convey and  
warrant to W.H. Powell Trustee the lands situated lying and being in  
the in the City of Canton County of Madison and State of Mississippi  
described as — that lot of land in Canton Miss. fronting on  
Liberty St 105 feet & running back East 200 feet. beginning at a  
point on the South side of Fulton St & east side of Liberty St  
said point of beginning being the South East corner of the intersection  
of said Liberty & Fulton Sts & running thence east along the south side  
of Fulton St 200 feet & thence South 105 feet & thence west 200 feet  
to the Eastern margin of Liberty St & thence north along the Eastern  
margin of Liberty St 105 feet to the point of beginning.

On Trust, nevertheless and for the following express uses  
and purposes: Now if I, or <sup>my</sup> heirs, executors, administrators or assigns  
shall well and truly pay the sum of Five hundred Dollars, due and  
owing by me to the Home Mutual Building Loan Association of Canton  
Mississippi, a corporation created by and existing under the laws  
of the State of Mississippi which said indebtedness is evidenced  
by an obligation in writing in words and figures following, to-wit:  
\$500.00 Canton Miss Jan 23 1890. Whereas as a member  
of the Home Mutual Building and Loan Association of Canton  
Mississippi and holder of 10 shares of stock of the 2<sup>d</sup> series, I  
obtained a loan from said Association of the sum of fifty dollars  
upon each of said shares of stock, as required by its Acts of  
incorporation and the amendments thereto, and its Constitution  
and the rules and regulations adopted thereunder & I do hereby  
promise to pay to said Association, in monthly installments, on the  
first Tuesday in each and every month, interest upon said  
loan at the rate of 8 per cent per annum, and also on the  
first Tuesday in each and every month the sum of one dollar  
for monthly dues upon each of said shares of stock, and also  
such fines as shall be assessed against me in accordance with  
said acts of incorporation and the Constitution and rules and  
regulations adopted thereunder. For any default I may make  
in the prompt and punctual payment of said installments,



of interest and monthly dues; said payments to continue until the payments made to said Association on account of said 2<sup>nd</sup> series of stock for interest on loans and other receipts, after deducting losses and expenses, shall be sufficient to divide to each shareholder the sum of two hundred dollars upon each share of stock held in said Association. I further promise to pay immediately upon default in the payment of any installment of monthly dues or interest upon said loan, or any part thereof, to the said Association the sum of Five hundred dollars, together with all arrears of monthly dues, interest and fines due from me to said Association, after deducting the value of said shares of stock at the time of said default, according to the rules and regulations of said Association.

Signed - - - - - Annie Bartels - - - - -

Now if I or my heirs, executors, administrators or assigns shall well and truly pay said obligation when the same shall become due and payable and faithfully perform all of the undertakings and promises therein contained according to its tenor and effect, and shall promptly and punctually pay the sum of one dollar upon each share of stock in said Association held by me on the first Tuesday in each and every month until each of said shares of stock shall be equal in value to the sum of two hundred dollars, and shall pay interest at the rate of 8 per cent per annum upon said loan, in monthly installments, on the first Tuesday in each and every month, and any fines assessed for defaults in the payment of the monthly dues and installments and interest as aforesaid, in accordance with the rules and regulations of said Association and keep the buildings upon said premises at all times insured against destruction by fire for the benefit of said Association in such insurance Company as said Association acting through its Board of Directors shall designate for the sum of Five hundred dollars, and shall pay all lawful taxes and assessments made upon said premises when the same shall become due and payable according to law, then, and in that event, the whole sum due, according to the terms of said obligation in writing shall thereupon mature and become due and payable, and thereupon the said Trustees herinbefore named, or either of them shall when requested by the said Home Mutual Building and Loan Association, acting

through its Board of Directors, proceed to sell said premises with the privileges and appurtenances thereto belonging, at public auction, for cash, before the south door of the Courthouse in Canton, Meip, after giving thirty days' notice of the time, place and terms of said sale, by advertisement in some newspaper published in said City. And out of the proceeds of said sale there shall first be paid the costs and commissions for making said sale; second, there shall be paid to the said Home Mutual Building and Loan Association, its successors or assigns, whatever sum or sums may then be due and payable upon said indebtedness; and third, the residue, if any there be, shall be paid over to me or my heirs, administrators or assigns.

And I hereby authorize and empower the said trustee and their successors in trust, or either of them to adjourn said sale from time to time, at their or his discretion, by notice or publication, at their or his discretion, and it shall not be necessary <sup>for</sup> them or him to go to said place of sale to announce such adjournments.

And if I shall fail to pay the insurance premiums and all lawful taxes and assessments made upon said premises, when the same shall become due and payable according to law, I hereby authorize the Home Mutual Building and Loan Association to pay the same, and the sum or sums so expended shall be added to and become part of the indebtedness herein secured to be paid, payable on demand and draw interest at the rate of ten per cent per annum from date of payment, until the same shall be reimbursed to the said Association.

The right to retain possession of said premises, until default shall be made as aforesaid, is hereby reserved. If from death or any other cause, either one or both of the Trustees hereinbefore named, shall fail or refuse to execute this trust, then the said Home Mutual Building and Loan Association, acting through its Board of Directors is hereby authorized and empowered to select some proper person or persons, to act in his or their stead, and the acts of the person or persons so selected, shall have like force and effect as if done by said parties of the second part. And for the consideration aforesaid, O. W. Bartels, husband of the said Annie Bartels do hereby release unto the said parties hereinbefore named as Trustees, and their heirs and assigns all right of homestead in the afore granted premises. Witness our signatures

This 23<sup>rd</sup> day of January 1890

Mrs. Annie Bartels  
 The State of Mississippi }  
 Madison County } H. Bartels

Personally appeared before me  
 H. V. Gandell Chancery Clerk of the County of Madison  
 the within named Mrs. Annie Bartels and H. Bartels  
 who acknowledge that they signed and delivered the  
 foregoing Deed on the day and year therein mentioned,  
 Given under my hand this 25<sup>th</sup> day of January 1890  
 H. V. Gandell

The State of Mississippi }  
 Madison County } Clerk

I, H. V. Gandell Clerk of the  
 Chancery Court of the State of Mississippi in and for the  
 County of Madison hereby certify that the foregoing Deed  
 of Trust was filed in my office for record on the 28<sup>th</sup> day  
 of Jan'y A. D. 1890 at 11<sup>30</sup> O'clock A. M. and duly recorded  
 in Deed Book 44 on page 309 thereof

In witness whereof I have hereunto set my hand and the  
 seal of said Court at Office in Canton this 28<sup>th</sup> day of  
 Feb'y A. D. 1890  
 H. V. Gandell  
 Clerk

Oda McCollum and  
 Jeff Davis McCollum } Filed for record at 2 o'clock P.M.  
 Co. } Deed of Trust } on the 3<sup>rd</sup> day Feb'y 1890  
 W. H. Powell } Recorded Feb 27<sup>th</sup> 1890  
 Trustees }

In consideration of ten dollars to me  
 paid me Jeff Davis McCollum & Oda McCollum of the City  
 of Canton in the County of Madison and State of Mississippi  
 convey and warrant to W. H. Powell Trustee the lands situate  
 lying and being in the City of Canton County of Madison  
 and State of Mississippi described as a lot of land fronting  
 on Peace Street 92 1/2 feet & running back north 108 feet describ  
 as Beginning on north side of Peace Street & on the East side of  
 Hickory Street at the N.E. corner of the intersection of said

Peace and Hickory Streets, & running thence East along the North side of Peace Street 92 1/2 feet, thence North 108 feet, & thence West 92 1/2 feet to Eastern margin of Hickory St. & thence South along the Eastern margin of Hickory Street 108 feet to the point of beginning.

In Witness whereof, and for the following express uses and purposes, Now if we or our heirs, executors administrators or assigns, shall well and truly pay the sum of Twenty Five Hundred dollars, due and owing by me to The Home Mutual Building and Loan Association of Canton Mississippi, a corporation created by and existing under the laws of the State of Mississippi, which said indebtedness is evidenced by an obligation in writing and words and figures following to-wit: \$2500.00 Canton Miss. Feby 3<sup>d</sup> 1890

Whereas as a member of The Home Mutual Building and Loan Association of Canton Mississippi, and holder of 20 shares of stock of the 1-2-3<sup>d</sup> series, I have obtained a loan from said Association of the sum of Two hundred dollars upon each of said shares of stock, as required by its Acts of incorporation and the amendments thereto, and its Constitution and the rules and regulations adopted thereunder, & I do hereby promise to pay said Association in monthly installments on the first Tuesday in each and every month interest upon said loan at the rate of 8 per centum per annum, and also on the first Tuesday in each and every month the sum of one dollar for monthly dues upon each of said shares of stock, and also such fees as shall be assessed against me, in accordance with said acts of incorporation and the Constitution and rules and regulations adopted thereunder. For any default I may make in the prompt and punctual payment of said installments of interest and monthly dues, said payments to continue until the payments made to said Association on account of said 1-2-3<sup>d</sup> series of stock for interest on loans and other receipts, after deducting losses and other expenses, shall be sufficient to divide to each shareholder the sum of Two hundred dollars upon each share of stock held in said Association.

I further promise to pay immediately upon default in the payment of any installment of monthly dues or interest upon said loan or any part thereof, to the said Association, the sum of Twenty five hundred dollars, together with all arrearages of monthly dues, interest and fees due from me to said Association, after deducting the value of said shares of stock at the time of said default, according to the rules and regulations of said Association.

Signed,

Jeff Davis McCallum



Now if I or my heirs, executors administrators or assigns shall well and truly pay said obligation when the same shall become due and payable, and faithfully perform all of the undertakings and promises therein contained according to its tenor and effect, and shall promptly and punctually pay the sum of one dollar upon each share of stock in said Association held by me on the first Tuesday in each and every month until each of said shares of stock shall be equal in value to the sum of two hundred dollars, and shall pay interest at the rate of 8 per cent per annum upon said loan in monthly installments on the first Tuesday in each and every month and fines assessed for defaults in the payment of the monthly dues and installments and interest as aforesaid in accordance with the rules and regulations of said Association, and keep the buildings upon said premises at all times insured against destruction by fire for the benefit of said Association in such insurance company as said Association acting through its Board of Directors shall designate, for the sum of Fifteen hundred dollars, and shall pay all lawful taxes and assessments made upon said premises when the same shall become due and payable, then this conveyance shall be void and of no effect, and the estate hereby created shall cease and determine.

But should I or my heirs, executors administrators or assigns, make default and fail to pay said monthly dues, installments of interest and fines, or any part thereof, or fail to keep the buildings upon said premises insured against destruction by fire as hereinbefore specified, or to pay all lawful taxes and assessments upon said premises when the same shall become due and payable according to law, then, and in that event, the whole sum due, according to the terms of said obligation in writing, shall thereupon mature and become due and payable, and thereupon the said Parties herinbefore named or either of them, shall when requested by the said Home Mortuar Building and Loan Association acting through its Board of Directors proceed to sell said premises with the privileges and appurtenances thereto belonging, at public auction for cash before the south door of the Courthouse in Canton Miss. after giving thirty days notice of the time, place and terms of said sale, by advertisement in some newspaper published in said City. And out of the proceeds of said sale there shall first be paid the costs and commissions of making said sale; Second, there shall be paid to the said Home Mortuar Building and Loan Association, its successors or assigns, whatever

sum or sums may then be due and payable upon said indebtedness;  
 And third, the residue, if any there be, shall be paid over to me or  
 my heirs administrators or assigns. And I hereby authorize and  
 empower the said trustees and their successors in trust, or either  
 of them, to adjourn said sale from time to time, at their <sup>or his</sup> discretion  
 by notice or publication at their or his discretion, and it shall not  
 be necessary for them or him to go to said place of sale to announce  
 such adjournment. And if I shall fail to pay the insurance  
 premiums and all lawful taxes and assessments made upon said  
 premises when the same shall become due and payable, according  
 to law, I hereby authorize the Home Mutual Building and  
 Loan Association to pay the same, and the sum or sums so  
 expended shall be added to and become part of the indebtedness  
 herein secured to be paid payable on demand, and draw interest  
 at the rate of ten per cent per annum from date of payment,  
 until the same shall be reimbursed to the said Association.

The right to retain possession of said premises, until default  
 shall be made as aforesaid, is hereby reserved.

If from death or any other cause, either one or both of the  
 Trustees hereinbefore named, shall fail or refuse to execute  
 this trust, then the said Home Mutual Building and Loan  
 Association, acting through its Board of Directors is hereby  
 authorized and empowered to select some proper person or persons,  
 to act in his or their stead, and the acts of the person or persons,  
 so selected, shall have like force and effect as if done by said  
 parties of the second part. And for the consideration  
 aforesaid, I, Oda McCollum Wife, of the said Jeff  
 Davis McCollum do hereby release unto the <sup>said</sup> parties hereinbefore  
 named as Trustees and their heirs and assigns all rights of  
 homestead in the afore-mentioned premises.

Witness our signatures this 3<sup>rd</sup> day of July 1890

Oda McCollum  
 Jeff Davis McCollum

The State of Mississippi  
 Madison County  
 Personally appeared before me  
 H. V. Vandell, Clerk of the County of Madison the within  
 named Oda McCollum and Jeff Davis McCollum  
 acknowledge that they signed and delivered the foregoing Deed on  
 the day and year therein mentioned  
 Given under my hand this 3<sup>rd</sup> day of July 1890  
 H. V. Vandell  
 Clerk

The State of Mississippi  
 Madison County  
 I, H. V. Yandell Clerk of the  
 Chancery Court of the State of Mississippi  
 in and for the County of Madison. hereby certify that the  
 foregoing Deed of Trust was filed in my Office for record on  
 the 3<sup>rd</sup> day of Feb. A.D. 1890 at 2 o'clock P.M. and duly recorded in  
 Deed Book 27, on page 312 thereof. - In witness whereof I have  
 hereunto set my hand and the seal of said Court, at Office in Canton  
 this 26<sup>th</sup> day of Feb 1890.

H. V. Yandell Clerk

R. R. Hoines  
 Po Deed  
 J. H. Hoines  
 State of Miss  
 Madison County  
 Clerk  
 Feb 1890 11 o'clock Am  
 1890  
 1894  
 1848

we R. R. Hoines,  
 Ballard and J. H. Hoines  
 and conveyed unto Mrs. N. A. Schrock  
 the sum of twelve hundred and thirty eight dollars  
 Three hundred do.  
 Two hundred do.  
 + Two hundred do.  
 All of the above pa  
 even date with this deed. The last three notes bearing interest at  
 the rate of Ten per cent per annum from January first 1890.  
 The first note to bear no interest. all of the above notes made  
 payable to R. R. Hoines. The following described lands situated  
 and being in the County of Madison and State of Mississippi:  
 The East half and the East half of the West half of Sec 24  
 Township Twelve, Range 5 East. together with all appertinances  
 thereto belonging. The parties of the first part agreeing with  
 the party of the second part to warrant the title of the above  
 land unto the said party of the second part, and the parties  
 of the first part herein specially reserves unto themselves  
 these presents, that  
 Mrs. Mary F.  
 regained sold  
 consideration of  
 follows. Three  
 January 1890  
 January 1891  
 January 1892  
 January 1893.  
 notes bearing  
 interest at  
 the rate of  
 ten per cent  
 per annum  
 from  
 January  
 first  
 1890.

This heirs, or assigns the vendors lie upon the within described land for the payment of the within described notes and all interest that may accrue thereon. Given under our hands this 24<sup>th</sup> Decemr 1888

L R Hoines  
S A J Hoines  
J H H Lee  
Mary F Ballard  
S C Kearr

State of Mississippi  
Copiah County

Personally appeared before the undersigned justice of the Peace Mrs S C Kearr, who acknowledge that she signed sealed, and delivered the hereto attached deed on the day and year here mentioned, and for the purposes therein stated as her act and deed. Witness my hand January 2<sup>d</sup> 1889.

W G Patterson, J.P.

State of Kansas  
Jackson County

Be it remembered, that on this 24<sup>th</sup> day of December A.D. 1888, <sup>before me</sup> the undersigned a Notary Public, in and for the County and State aforesaid, came Mary F Ballard, who is personally known to me to be the same person who executed the within instrument of writing and such person she duly acknowledged the execution of the same. In Testimony Whereof I have hereunto set my hand, and affixed my Official Seal the day and year last above written.

Andrew Neal, Notary Public,  
Term expires Jan 15<sup>th</sup> 1892

State of Mississippi  
County of Attala

Personally appeared before me the undersigned Clerk of the Chancery Court, of Attala County in said State L R Hoines, who acknowledged that he signed and delivered the foregoing deed as his own act and deed on the day and date therein mentioned - Given under my hand and seal of Office this the 19<sup>th</sup> day of February 1889.

W L Land Clerk

State of Mississippi  
County of Attala

Personally appeared before me J P Perry a justice of the Peace of Attala County of said State S. A. J. Hoines, who acknowledged that he signed and delivered the foregoing deed as his own act and deed, on the day and date therein mentioned.

Given under my hand and seal this 22<sup>d</sup> March 1889

J P Perry J.P.



State of Mississippi  
Leake County

Personally appeared before me the undersigned Justice of the Peace J. V. A. Lee who acknowledges that she signed sealed and delivered the above instrument of writing for the purposes therein mentioned as her act and deed Witness my hand this 20<sup>th</sup> day of February 1889.

J. R. Ellington, J. P.

Leonard J. Stadler  
Po. } Head of Post  
W. H. Powell

Filed for record 12<sup>th</sup> day of Feb. 1890.  
Recorded Feb 27<sup>th</sup> 1890.

In consideration of Ten Dollars to me paid, I, Leonard J. Stadler of the City of Canton in the County of Madison and State of Mississippi convey and warrant to W. H. Powell Postmaster the lands situate, lying, and being in the City of Canton, County of Madison and State of Mississippi described as the W. 1/2 of E. 1/2 of Lot 3 in square 6 according to the original plan of the Town of Canton Miss. said lot hereby conveyed, fronting on South side of Peace Street 25 feet and extending back South 200 feet. In Testimony and for the following purposes and purposes: Now if I, or my heirs executors, administrators or assigns, shall well and truly pay the sum of Twenty eight hundred dollars due and owing by me to The Home Mutual Building and Loan Association of Canton Mississippi a corporation created by and existing under the laws of the State of Mississippi which said indebtedness is evidenced by an obligation in writing in words and figures following, to-wit, \$2800<sup>00</sup>, Canton Miss Feb 12<sup>th</sup> 1890.

Whereas as a member of the Home Mutual Building and Loan Association of Canton Mississippi and holder of 15 shares of stock of the 1<sup>st</sup> & 3<sup>rd</sup> series, I have obtained a loan from said Association of the sum of Two hundred dollars upon each of said shares of stock, as required by its acts of incorporation and the amendments thereto; and its Constitution and the rules and regulations adopted thereunder, I do hereby promise to pay said to said Association, in monthly installments in the

on the first Tuesday in each and every month interest upon said loan at the rate of 8 per centum per annum, and also on the first Tuesday in each and every month the sum of one dollar for monthly dues upon each of said shares of stock, and also such fines as shall be assessed against me in accordance with said acts of incorporation and the Constitution and rules and regulations adopted thereunder for any default I may make in the prompt and punctual payment of said installments of interest and monthly dues; said payments to continue until the payments made to said Association, on account of said 1<sup>st</sup> & 3<sup>rd</sup> series of stock for interest on loans and other receipts after deducting losses and expenses, shall be sufficient to divide to each share holder the sum of two hundred dollars upon each share of stock held in said Association, I further promise to pay immediately upon default in the payment of any installment of monthly dues or interest upon said loan, or any part thereof to the said Association the sum of Twenty Eight hundred dollars, together with all arrearages of monthly dues, interest and fines due from me to said Association, after deducting the value of said shares of stock at the time of said default, according to the rules and regulations of said Association

Signed, Leonard J. Stadler

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

Subscribed by order of the Cashier of said Trust  
 Wm. S. Sewell Trust  
 February 16<sup>th</sup> 1892

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

rate of ten per cent per annum from date of payment until the same shall be paid over to said Association. The right to retain possession of said premises until default shall be made as aforesaid, is hereby reserved. If from death or any other cause either one, or both of the Trustees heretofore named, shall fail or refuse to execute this trust, then the said Home Mutual Building & Loan Association acting through its Board of Directors is hereby authorized and empowered to select some proper person or persons, to act in his or their stead, and the acts of the person or persons so selected shall have like force and effect as if done by said parties of the second part. And for the consideration aforesaid I of the said do hereby release unto the said parties heretofore named as Trustees, and their heirs and assigns all rights of homestead in the afore-granted premises.

Witness my signature this the 12<sup>th</sup> day of February 1890  
 Leonard J. Stadler

The State of Mississippi  
 Madison County

Personally appeared before me  
 H. V. Yandell, Clerk of the Chancery Court of the County of Madison the within named Leonard J. Stadler acknowledging that he signed and delivered the foregoing Deed on the day and year therein mentioned. Given under my hand this 12<sup>th</sup> day of Feb'y 1890  
 H. V. Yandell

The State of Mississippi  
 Madison County

I, H. V. Yandell Clerk of the Chancery Court of the State of Mississippi in and for the County of Madison, hereby certify that the foregoing Deed of Trust was filed in my Office for record on the 12<sup>th</sup> day of Feb'y A. D. 1890, at 10 o'clock "a. m." and duly recorded in Deed Book "yy" on page 318 thereof

In witness whereof I have hereunto set my hand and the seal of said Court at Office in Canton this 27<sup>th</sup> day of Feb'y 1890  
 H. V. Yandell  
 Clerk



Mary Loeb  
Deed of Trust  
W H Powell

Filed for record 14<sup>th</sup> day of Feb 1890  
Recorded Feb 28<sup>th</sup> " " " "

Deed not full by  
 amount of stock and cancelled  
 Jan 28 1890  
 Home Mutual Building and Loan  
 Assn of Canton Mississippi

In consideration of One Dollar to me paid by Mary Loeb of the City of Canton in the County of Madison and State of Mississippi convey and warrant to W H Powell Trustee, the lands situate lying and being in the City of Canton, County of Madison and State of Mississippi described as. Beginning at the N.W. Cor. of the residence lot of J. A. Kerrow, and running thence North on the Eastern Margin of Union Street 213 feet, thence East 200 feet, thence South 213 feet to the said property of Kerrow, & thence West 200 feet to Union Street, the point of beginning, said lot being conveyed being the property lately conveyed by G. W. Thomas & wife to Mary Loeb, and being bounded on the North by property of Mills, on South by Kerrow, on West by Union Street. One Trust nevertheless and for the following express uses and purposes: Now if I or my heirs, executors, administrators, or assigns shall well and truly pay the sum of One Thousand Dollars due and owing by me to the Home Mutual Building and Loan Association of Canton Mississippi a corporation created by and existing under the laws of the State of Mississippi which said indebtedness is evidenced by an obligation in writing in words and and figures following to-wit:

\$1,000.00 Canton Miss Feb 10<sup>th</sup> 1890

Whereas as a member of the Home Mutual Building and Loan Association of Canton Mississippi and holder of 5 shares of stock of the 3<sup>d</sup> series, I have obtained a loan from said Association of the sum of Two hundred dollars upon each of said shares of stock as required by its Acts of incorporation and the amendments thereto and its Constitution and the rules and regulations adopted thereunder & I do hereby promise to pay to said Association in monthly installments on the first Tuesday in each and every month, interest upon said loan at the rate of 8 per centum per annum and also on the first Tuesday in each and every month the sum of one dollar for monthly dues upon each of said shares of stock and also such fines as shall be assessed against me in accordance with said acts of incorporation

and the Constitution and rules and regulations adopted thereunder, for any default I may make in the prompt and punctual payment of said installments of interest and monthly dues; Said payments to continue until the payments made to said Association on account of said 3<sup>d</sup> series of stocks for interest on loans and other receipts after deducting losses and expenses shall be sufficient to divide to each shareholder the sum of two hundred dollars upon each share of stock held in said Association. I further promise to pay immediately upon default in the payment of any installments of monthly dues or interest upon said loan, or any part thereof to the said Association the sum of One Thousand dollars, together with all arrearages of monthly dues, interest and fines due from me to said Association, after deducting the value of said shares of stock at the time of said default, according to the rules and regulations of said Association. Signed - Mary Sweb.

Now, if I, or my heirs executors, administrators or assigns shall well and truly pay said obligation when the same shall become due and payable, and faithfully perform all of the undertakings and promises therein contained according to its tenor and effect and shall promptly and punctually pay the sum of one dollar upon each share of stock in said Association held by me on the first Tuesday in each and every month until each of said shares of stock shall be equal in value to the sum of two hundred dollars; and shall pay interest at the rate of 8 per cent per annum upon said loan in monthly installments, on the first Tuesday in each and every month and any fines assessed for defaults in the payment of the monthly dues and installments and interest as aforesaid, in accordance with the rules and regulations of said Association and keep the buildings upon said premises at all times insured against destruction by fire for the benefit of said Association in such insurance Company as said Association acting through its Board of Directors shall designate, for the sum of eight hundred dollars, and shall pay all lawful taxes and assessments made upon said premises when the same shall become due and payable, then this conveyance shall be void and of no effect, and the estate hereby created shall cease and determine, But should I or my heirs executors administrators or assigns, make default and fail to pay said monthly dues, installments of interest and fines, or any part thereof, or fail to keep the buildings upon said premises insured against destruction by fire as heretofore specified, or to pay all lawful

taxes and assessments upon said premises, when the same shall  
 become due and payable according to law, then, and in that  
 event, the whole sum due, according to the terms of said obligation  
 in writing, shall thereupon mature and become due and payable  
 and thereupon the said Trustees heretofore named or either of  
 them, shall when requested by the said Home Mutual Building  
 and Loan Association acting through its Board of Directors —  
 proceed to sell said premises with the privileges and appurtenances  
 thereto belonging, at public auction, for cash, before the South  
 door of the Court House in Canton Miss. after giving thirty days  
 notice of the time, place and terms of said sale, by advertisement  
 in some newspaper published in said City. And out of the proceeds  
 of said sale there shall first be paid the Costs and Commission for  
 making said sale; second, there shall be paid to the said  
 Home Mutual Building and Loan Association its successors  
 or assigns, whatever sum or sums may then be due and payable  
 upon said indebtedness; and third, the residue, if any there be  
 shall be paid over to me or my heirs, administrators or assigns.  
 And I hereby authorize and empower the said Trustees, and  
 their successors in trust or either of them, to adjourn said  
 sale from time to time at their or his discretion, by notice or  
 publication at their or his discretion, and it shall not be necessary  
 for them or him to go to said place of sale to announce such  
 adjournment. — And if I, shall fail to pay the insurance  
 premiums and all lawful taxes and assessments made upon said  
 premises, when the same shall become due and payable according  
 to law, I hereby authorize the Home Mutual Building and  
 Loan Association to pay the same, and the sum or sums so  
 expended shall be added to and become part of the indebtedness  
 herein secured to be paid, payable on demand, and draw  
 interest at the rate of ten per cent per annum from date of  
 payment until the same shall be reimbursed to said Association.  
 The right to retain possession of said premises, until default  
 shall be made as aforesaid is hereby reserved —  
 If from death or any other cause, either one or both of  
 Trustees, heretofore named, shall fail or refuse to execute  
 this trust, then the said Home Mutual Building and Loan  
 Association acting through its Board of Directors, is hereby authorized  
 and empowered to select some person or persons, to act in his or their  
 stead and the acts of the person or persons so selected, shall have,

like force and effect as if done by said parties of the second part  
 And for the consideration aforesaid I -----  
 ----- of the said ----- do hereby release unto  
 the said parties hereinbefore named as Trustees, and their heirs  
 and att. assigns all right of Homestead in the afore-granted premises  
 Witness my signature this 17th day of February 1890 -----  
 Mary Robt -----

(The State of Mississippi)  
 Madison County )  
 Personally appeared before me  
 A. J. Branford Justice of the Peace of the County of Madison  
 the within Mrs Mary Robt acknowledged that she signed and  
 delivered the foregoing Deed on the day and year therein mentioned  
 Given under my hand this 14th day of Feb 1890 -----  
 A. J. Branford J.P.

(The State of Mississippi)  
 Madison County )  
 I, H. V. Yandell Clerk of the Chancery  
 Court of the State of Mississippi, in and for the County of Madison  
 hereby certify that the foregoing Deed of Trust was filed in my  
 Office for record on the 14th day of Feb. A. D. 1890, at 10<sup>00</sup> o'clock  
 P.M. and duly recorded in Deed Book 24 of said County on Page 322 thereof  
 In witness whereof I have hereunto set my hand and the seal of  
 Court and Office, in Canton, this 28th day of Feb. A. D. 1890  
 H. V. Yandell  
 Clerk

Deed

Quit Claim  
 Mary D. Kelley  
 James W. Kelley  
 Elizabeth R. Hoyt  
 David Hoyt  
 Sarah E. Clark &  
 E. S. Clark - (Co.)  
 Jos. Lindsey  
 Filed Feb 12th A. D. 1890  
 Recorded on the 28 Feb 1890  
 (This indenture made this the  
 Twenty Fourth day of February, in the  
 year of our Lord one thousand eight hundred  
 and ninety, Between Mary D. Kelley &  
 James W. Kelley her husband, Elizabeth  
 R. Hoyt and David Hoyt her husband  
 Sarah E. Clark and Edward S. Clark her husband,  
 all of the City of Rochester County of Monroe and State of



of New York of the first part and for Henry of the County of Madison and State of Mississippi - of the second part.

Witnesseth That the said parties of the first part in consideration of the sum of Two hundred & fifty dollars \$250<sup>00</sup> to them in hand paid by the <sup>said</sup> party of the second part the receipt <sup>where</sup> of is hereby confessed and acknowledged have bargained sold remised and Quiet Claimed and by these presents do bargain sell remise and Quiet Claim unto the said party of the second part and to his heirs and assigns forever All that tract or parcel of land situate in the County of Madison and State of Mississippi known and distinguished as the East one half of the South West Quarter (E 1/2 of S W 1/4) of Section Twenty nine (29) in Township Eleven (11) Range Three (3) East containing by estimation eighty (80) acres more or less Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining and the revenues and reversions remainders and remainders rents issues and profits thereof and all the estate rights title interest claim and demand whatsoever of the said parties of the first part either in law or equity of in and to the above bargained premises with the said hereditaments and appurtenances to have and to hold the said above described tract or parcel of land to the said party of the second part his heirs and assigns to the sole and only proper benefit and behoof of the said party of the second part his heirs and assigns forever.

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

Sealed & delivered in the presence of  
Frank B. Bishop

Mary D. Kelly  
Elizabeth R. Hoyt  
Sarah E. Clark  
David Hoyt  
James H. Kelly  
Edward S. Clark

State of New York )  
County of Monroe )  
City of Rochester )

On this 24<sup>th</sup> day of January in the Year one thousand eight hundred and ninety before the subscriber personally appeared Mary D. Kelly James H. Kelly Elizabeth R. Hoyt David Hoyt Sarah Clark & Edward S. Clark to me personally known to be the same persons described in and who executed the within instrument and they severally acknowledged that they executed the same  
William Ramsey  
Justice Sup Ct N.Y.

Mary D Kelly et al  
Deed

Quit Claim

To

George Henry

Dated 20<sup>th</sup> day Feb. 1890.

Recorded 1<sup>st</sup> day March 1890

This indenture made this twenty fourth day of January in the year of our Lord one thousand eight hundred and ninety. Between Mary D Kelly and James H Kelly her husband Elizabeth R Hoyt and David Hoyt her husband, and Sarah E Clark and Edward S Clark her husband, all of the City of Rochester County of Monroe and State of New York of the first part, and George Henry of the County of Madison and State of Mississippi of the second part. Witnesseth. That the said parties of the first part in consideration of the sum of two hundred dollars \$200<sup>00</sup> to them in hand paid by the said party of the second part, the receipts whereof is hereby confessed and acknowledged, have bargained, sold, remised and Quit Claimed, and by these presents do bargain, sell, remise and Quit Claim unto the said party of the second part, and to his heirs and assigns forever. All that tract or parcel of land situate in the County of Madison and State of Mississippi known and distinguished as the West one half of the South East quarter (1/2 of S E 1/4) of Section Twenty nine (29) in Township Eleven (11) Range Three (3) East, excepting therefrom one half (1/2) acre in the South West corner of the South one half of the West one half of the South East quarter (1/2 of 1/2 of S E 1/4) known as the Parker and Lambert Garre Yard. Containing by estimation seventy nine and one half (79 1/2) more or less. Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions and the reversions, remainders and remainders, rents, issues and profits, thereof and all estates, rights, title, interest claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances. To have and to hold the said above described tracts or parcel of Land, to the said party of the second part his heirs and assigns, to the sole and only proper benefit and behoof of the said party of the second part, his heirs and assigns forever. In witness whereof. The parties of the first part, have hereunto set their hands and seals the day and year first above written,

Witness & delivered in the presence of

Francis B Bishop

Mary D Kelly  
Elizabeth R Hoyt  
Sarah E Clark

David Hoop  
Edward S. Clark  
James H. Kelly

State of New York  
County Monroe  
City of Rochester

On this 24<sup>th</sup> day of January in the year one thousand eight hundred and ninety before me the subscriber personally appeared Mary D. Kelly, James H. Kelly, Elizabeth R. Hoop, David Hoop, Sarah E. Clark, & Edward S. Clark to me personally known to be the same persons described in and who executed the within instrument and they severally acknowledged that they executed the same.

William R. Remy  
Justice Sup Ct. N.Y.

Wid. Quid Claim

Mary D. Kelly  
Elizabeth R. Hoop

Sarah E. Clark

David Hoop

James H. Kelly

Do } Paine Simmons }

Filed for record 20<sup>th</sup> Feb 1890

Recorded March 1<sup>st</sup> 1890

This indenture made this twenty fourth day of January, in the year of our Lord one thousand eight hundred and ninety. Between Mary D. Kelly and James H. Kelly, her husband Elizabeth R. Hoop and David Hoop, her husband and Sarah E. Clark and Edward S. Clark, her husband, all of the City of Rochester, County of Monroe and State of New York of the first part, and Paine Simmons of Madison County State of Mississippi of the second part. Witnesseth, That the said parties of the first part in consideration of the sum of two hundred and fifty dollars \$250<sup>00</sup> to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged, have bargained, sold, remised and Quid Claimed, and By their presents do hereby bargain, sell, remise and Quid Claimed unto the said party of the second part and to his heirs and assigns, forever All that tract or parcel of land situate in the County of Madison and State of Mississippi, viz: The West one half of the North East quarter

(W<sup>1/2</sup> of N E 1/4) of section twenty nine (29) in Township eleven (11) Range Three (3) East containing by estimation eighty (80) acres more or less. Together with all and singular the hereditaments and appurtenances thereto. Belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of in and to the above bargained premises, with the said hereditaments and appurtenances. Do have and to hold the said above <sup>described</sup> tract or parcel of land to the said party of the second part, his heirs and assigns, to the sole and only proper benefit and behoof of the said party of the second part, his heirs and assigns forever. In witness whereof the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of  
 Frank B. Bishop } Mary D. Kelly  
 Elizabeth R. Hooyt  
 Sarah E. Clark  
 David Hooyt  
 James H. Kelly  
 Edward S. Clark

State of New York }  
 County of Monroe }  
 City of Rochester }

On this 21<sup>th</sup> day of January, in the year one thousand eight hundred & ninety, before me the undersigned personally appeared Mary D. Kelly, James H. Kelly, Elizabeth R. Hooyt, David Hooyt, Sarah E. Clark, Edward S. Clark, to me personally known to be the same persons described in the aforesaid the within instrument, and they severally acknowledged that they executed the same.

William Ramsey  
 Justice Sup. Ct. N.Y.

J. H. Matlock H. L. Matlock  
 J. A. Matlock E. E. Matlock  
 M. W. Matlock Maggie Leitker  
 Sallie Leitker D. M. Leitker  
 J. E. Easton for W. H. Easton  
 To: Deed  
 M. J. Easton

Filed for record Feb 18<sup>th</sup>  
 1890 at 3<sup>25</sup> P.M.  
 Recorded March 7<sup>th</sup>  
 A.D. 1890.

In consideration of the conveyance to us of the following lands under a compromise among the heirs of E. H. Matlock of Leake



County State of Mississippi to wit: J. H. Matlock H. L. Matlock  
 J. A. Matlock M. E. Leitaker S. A. Leitaker Mollie U. Matlock  
 M. H. Easton and E. E. Matlock We have this day bargained  
 sold and quit claimed to M. J. Easton the following lands lying  
 in the County of Madison in the State of Mississippi known and  
 designated as follows to wit:  $\frac{1}{2}$  of SW  $\frac{1}{4}$  Sec. 24 T. 10. R. 2. E. and  
 $\frac{1}{2}$  of  $\frac{1}{2}$  of NE  $\frac{1}{4}$  Sec. 15 T. 10. R. 2. E. But this conveyance is  
 intended to operate as a deed of quit claim without covenants  
 of warranty of title In testimony whereof we have signed and  
 delivered this deed this the 14th day of December 1881-

J. H. Matlock E. E. Matlock H. L. Matlock Sallie Leitaker  
 J. A. Matlock Maggie Leitaker M. U. Matlock J. S. Easton for  
 M. H. Easton D. H. Leitaker-

The State of Miss  
 Leake County } Personally appeared before the undersigned  
 an acting Justice of the Peace for said County the within named  
 J. H. Matlock E. E. Matlock J. A. Matlock H. L. Matlock M. U. Matlock  
 J. S. Easton agt for M. H. Easton Daniel Leitaker J. S. Easton who  
 acknowledged they signed sealed and delivered on the day and  
 year and for the purposes therein mentioned as their act and  
 deed Also appeared Sarah Leitaker wife of Wm Leitaker J. M.  
 Easton wife of J. S. Easton and Margaret Leitaker wife of  
 Daniel Leitaker who being examined separate and apart  
 from their husbands acknowledged they signed sealed and  
 delivered the within instrument of writing as their voluntary  
 act and deed without any fear threat or compulsion on the  
 part of their said husbands-

Given under my hand &c. This Dec 14th 1881-

Jas. A. Sigler J. P.

M. H. McCauley } Filed for record Feby 18th 1890 at 3<sup>25</sup> P.M.  
 J. R. D. McCauley } Recorded March 7th A. D. 1890-  
 To of Deed  
 J. M. Easton

In consideration of Fifty Dollars we hereby convey & especially  
 to J. M. Easton our undivided one ninth interest in & to the  
 following land in Madison Co. Miss. to wit:  $\frac{1}{2}$  of  $\frac{1}{2}$  of NE  $\frac{1}{4}$   
 of Sec. 15 T. 10. R. 2. E. &  $\frac{1}{2}$  of  $\frac{1}{2}$  of SW  $\frac{1}{4}$  Sec. 24 T. 10. R. 2. E.-  
 Witness our signatures this the 14th day of Feb. 1890-

M. H. McCauley - J. R. D. McCauley

State of Mississippi }  
Leake County }

Personally appeared before me Porter Watkins a Justice of the Peace of said County the within named M. H. McCauley and J. P. D. McCauley who acknowledged that they signed and delivered the within instrument on the day and year therein mentioned. Given under my hand this the 4th day Feb. 1890.

Porter Watkins J. P.

M. R. Grigsby and  
Emeline B. Grigsby  
To S. Deed  
Christian Olsen

Filed for record March 10 - 2 o'clock P.M. 1890

Recorded March 12th ad. 1890

State of Mississippi }  
Madison County }

This deed of conveyance made this third day of March AD. 1890 by and between Emeline B. Grigsby formerly Emeline B. Bostick and M. R. Grigsby her husband of the first part and Christian Olsen of Madison County Mississippi of the second part witnesses that said parties of the first part for and in consideration of the sum of Eight Hundred Dollars to them in hand paid, and for the further sum of Five Hundred and fifty Dollars, to be paid on the first day of January 1891, with interest from this date until paid at the rate of two per cent per annum evidenced by the promissory note to be a special lien on land here conveyed of said party of the second part payable to the order of said parties of the first part, have granted bargained, sold and conveyed, and warranted and by these presents do grant bargain sell convey and warrant to said party of the second part his heirs and assigns forever the following described lot or parcel of land lying and being in the said County of Madison, and within the present Corporate limits of the City of Canton, beginning at a stake in the line between Sections 18 & 19 in Township 9, Range 3, East on the East side of the Township Bluff and Canton Road, now known as Liberty Street, thence North ten degrees East Forty Poles to a stake, thence North Eighty Two and one half degrees East, Forty Poles to the land of Mrs. Ann. Pfander thence South ten degrees west to a stake in the section

the note and amount thereon paid by hand and date of payment  
M. R. Grigsby  
Emeline B. Grigsby  
By M. R. Grigsby  
Emeline B. Grigsby  
172 & 173  
1890

line aforesaid, thence South Eighty two & one half degrees West to the point of beginning, containing two acres (more or less) to have and to hold said tract or parcel of land to said party of the second part his heirs and assigns forever

Witness our signatures

M. R. Grigsby (Seal)  
Emilia Grigsby (Seal)

State of Tennessee }  
County of Davidson }

Personally appeared before me J. W. Hart a Notary Public in and for said County and State, the parties named M. R. Grigsby & wife Emilia C. Grigsby the bargain with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained and Mrs. Emilia C. Grigsby wife of the said M. R. Grigsby having personally appeared before me privately and apart from her husband the said Mrs. Emilia C. Grigsby acknowledged the execution of said instrument to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from said husband and for the purposes therein expressed

Witness my hand and official seal at Nashville Tennessee this 6th day of March 1890

J. W. Hart Notary Public

J. W. Garrett }  
Dec. 10 }  
Dec. 10 }  
Mrs. E. L. Cross }  
serve as Trustees

Filed for record March 13 AD. 1890 9 am

Recorded March 13 AD. 1890

Having been requested by Mrs. E. L. Cross the assignee of the claims secured by the deed of trust executed by E. W. Exum & his wife, on Jan 5th 1885 to sell the lands conveyed therein to me as trustee, and not being able to act, I do hereby refuse to perform the duties of trustee therein devolved upon me, J. W. Garrett

State of Tennessee }  
Davidson County }

Personally appeared before me W. J. Smith Clerk of the County Court of said County the within

named J. M. Garrett. The bargainer with whom I am personally acquainted, and who acknowledged that he executed the annexed instrument for the purpose therein contained witnessed my hand at office this 10 day of mch 1890.  
 W. T. Smith Clerk

Emily L. Wood } Filed for record mch 13th Jan. ad. 1890  
 Substitution }  
 To J. Trustee }  
 D. L. Roberts } Recorded mch 13 ad. 1890  
 Canton Miss 3/6 1890  
 Mr D. L. Roberts

Dr Sir  
 on Jan'y 6' 1885  
 E. M. Exum and C. J. Exum his wife executed a deed of Trust to J. M. Garrett Trustee to secure the undersigned, said deed of Trust is recorded in the office of Chancery Clerk of Madison County Missisippi in record Book R. R. page 130. now J. M. Garrett Trustee named in said Trust deed being unable to perform the duties of Trustee and having been requested & having declined to act on account of absence - and in accordance with the stipulations of said Trust deed. I now appoint you D. L. Roberts to act as trustee in the room & place of J. M. Garrett to make sale of property mentioned in said Trust Deed  
 Emily L. Wood

D. L. Roberts trustee } Filed for record mch 13th Jan. ad. 1890  
 E. M. Exum et Ux }  
 To J. Deed } Recorded mch 13th ad. 1890  
 L. Foot }

In consideration of the sum of nine hundred dollars paid by L. Foot to me as substituted trustee in printing to a certain deed of trust executed on the 8th day of January 1885 and recorded in the Chancery Clerks office of Madison County Missisippi in record Book R. R. page 130 as the highest bidder made for the land herein after described at public sale there of made by me this day in front of the Court House door of Madison County in said State after giving notice of the time terms and place of sale in accordance with the terms of said Trust deed, I, as trustee as afore said



have this day bargained, sold, delivered, and conveyed to the said L. Foot, he being the highest and best bidder at such sale, the following described lands situated in the County of Madison and State of Mississippi to wit: The East half of East half Sec 19 and N 1/4 of Sec 20 all in Township Eleven Range four East, the title whereof, I hereby alien and convey as fully and completely as I am empowered to do as such Trustee in said trust deed.

Witness my signature this 12th day of March 1889  
D L Roberts  
Substituted Trustee

State of Mississippi }  
Madison County }

Personally appeared before me the undersigned H V Gardner Chancery Clerk in and for said County the within named D L Roberts who acknowledges that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

H V Gardner  
Chancery Clerk

Pranquilla S Hamblet  
James K Hamblet  
W P Churchill Trustee  
For the  
Equitable Mortgage Co

Filed for record 24th day of Feb 1890  
Recorded Feb 17th 1890

This indenture made this 17th day of February A D One Thousand Eight Hundred and ninety by and between Pranquilla S Hamblet & James K Hamblet Husband and Wife of the County of Madison State of Mississippi party of the first part and W P Churchill Trustee of the County of Jackson State of Missouri party of the second part and the Equitable Mortgage Company of Kansas City Missouri party of the third part: -  
Witnesseth: That the said party of the first part in consideration of the debt and trust herein after mentioned and creation 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 do 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:

Canceled Jan 27th 1900  
For cancellation of this mortgage see Book  
R K K page 213 at ref -  
McClellan's Land

The South east quarter & the East half of the South west quarter (Leif  
 Pin and one half acres off the South end thereof) of Section Two; the West  
 half of the South west quarter of Section One all in Township One of  
 Range Five East and containing Three Hundred and nine acres more  
 or less and possession of said premises now devised unto said party of  
 the second part to have and hold the same together with all and singular  
 the tenements, hereditaments, appurtenances, rights, privileges, rents and profits  
 thereunto belonging or in any wise appertaining, and all machinery now upon  
 or which may be hereafter put upon said premises whether attached or  
 detached, to the said party of the second part and to his successors  
 hereinafter designated forever: the said party of the first part hereby  
 covenants 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 hereby expressly releasing and conveying all rights  
 of dower or homestead in said premises.

On trust however, for the following purposes:

Whereas, the said party of the first part is justly indebted unto the  
 said party of the third part in the sum of Nine hundred Ninety and <sup>no</sup> <sup>no</sup>  
 dollars according to the tenor and effect of <sup>certain</sup> Promissory notes of  
 even date herewith duly executed by the said party of first part  
 and payable in Gold Coin of the United States or its equivalent, to  
 the order of Equitable Mortgage Company, at its office in New York City  
 State of New York with interest thereon from the maturity thereof at the  
 rate of Five per cent per annum payable annually according to the dates  
 and for the amounts of said notes as follows:

No. 1	Due	December 1 <sup>st</sup>	1890	For	\$109 <sup>17</sup> / <sub>100</sub>
" 2	"	"	"	1891	" \$114 <sup>00</sup> / <sub>100</sub>
" 3	"	"	"	1892	" \$108 <sup>00</sup> / <sub>100</sub>
" 4	"	"	"	1893	" \$102 <sup>00</sup> / <sub>100</sub>
" 5	"	"	"	1894	" \$96 <sup>00</sup> / <sub>100</sub>
" 6	"	"	"	1895	" \$90 <sup>00</sup> / <sub>100</sub>
" 7	"	"	"	1896	" \$84 <sup>00</sup> / <sub>100</sub>
" 8	"	"	"	1897	" \$78 <sup>00</sup> / <sub>100</sub>
" 9	"	"	"	1898	" \$72 <sup>00</sup> / <sub>100</sub>
" 10	"	"	"	1899	" \$66 <sup>00</sup> / <sub>100</sub>

And whereas, said party of the first part agrees with said party of the third part, and the endorsers or assigns of said promissory note and each of them to pay all taxes and assessments, general and special, against said lands 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 insure in such companies as said third party may approve of, until said notes be paid for the sum of at least \_\_\_\_\_ dollars and 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 towards the payment of said notes unless otherwise paid; and also to keep said land and improvements thereon free from all statutory lien claims of every kind, and also to protect the title and possession of said premises so that this Deed of Trust shall be a first lien thereon until said debt is paid; and if any or either of said agreements be not performed as aforesaid then said party of the third part or said endorsers or assigns 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 of possession of said land including all costs and atty. 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 points shall be security in like manner and with like effect as for the payment of said notes.

Now, if said notes be paid when due and said agreements be faithfully performed as aforesaid, then these points shall be void and the property hereinbefore conveyed shall be released at the cost of said party of the first part; but if default be made in the payment of any of said notes or any part thereof when due or in the faithful performance of any or either of the agreements as aforesaid, then the whole amount of said notes shall at the option of the holder of said notes become immediately due and payable without notice to said party and this debt shall remain in force, and the said party of the second part or such persons as the said party of third part or its successors or assigns shall appoint, orator in his place by a duly executed deed of appointment duly recorded in the County in which the land therein described is situated, (who shall thereupon become his successor to the title to said property and the same become vested in him in trust for the purposes and objects of these points, and with all the

Powers, duties and obligations thereof) may at the request of the holder of  
 said notes proceed to sell the property herein before described, and any  
 and every part thereof and all rights and equity of redemption of the said  
 party of the first part, and their heirs, executors or assigns of said first  
 party therein, at public vendue, to the highest bidder, at the front door  
 of the Court House in the County of Madison and State of Mississippi  
 first giving twenty days public notice of the time, terms and place of  
 sale, and of the property to be sold by advertisement in some newspaper  
 printed and published in the County in which the land is situated  
 or by posting written notices thereof in at least three public places in such  
 County, one of which shall be at the Court House door of such County;  
 and the said Trustee may adjourn the sale from time to time in his  
 discretion, and upon such sale shall execute and deliver a deed of conveyance  
 of the property sold to the purchaser or purchasers thereof, and any statement  
 or recital of fact in such deed in relation to the nonpayment of the  
 money hereby secured to be paid, existence of the indebtedness or secured  
 notice by advertisement, or posting of notices, sale, the receipt of the money,  
 and the appointment whereby such other Trustee may become successor  
 as herein provided) shall be prima facie evidence of the truth of such  
 statements or recital, and the said Trustee shall receive the proceeds  
 of said sale, out of which he shall pay: first, the cost and expenses  
 of executing this trust, including five per cent upon the amount of said notes  
 as compensation to the Trustee for his services, and a sum equal to ten per  
 cent, of the amount of said notes as collectors fee; and, next, to said third  
 party or the endorser or assignee of said promissory notes upon the usual  
 vouchers therefor, all moneys paid for insurance and taxes and judgment  
 upon statutory lien claims, and costs and interest thereon as heretofore provided  
 for; and, next, all of said notes then due and unpaid, including interest  
 then due thereon, and, next, the principal of such of said notes as are  
 not due at the time of sale, with interest up to the time of such payment,  
 and if not enough therefor, then apply what remains. The balance of such  
 proceeds, if any shall be paid to the said party of the first part, or the  
 legal representatives of said first party. And the said party of  
 second part covenants faithfully to perform the trust herein created;  
 And the said party of the second part hereby lets the said premises to  
 said party of the first part, until a sale be had under the foregoing  
 provisions therefor, upon the following terms as conditions thereof to wit:  
 The said party of the first part, and any and all persons claiming or  
 possessing such premises, and any part thereof, by, through, or under  
 said first party, shall or will pay rent therefor during said term



at the rate of one ~~per~~ cent per month payable monthly upon demand and shall and will surrender peaceable possession of said premises and any and every part thereof sold under said provisions to said party of the second part his successors or the purchaser thereof under such sale within ten days after the making of such sale and without notice or demand therefor. This Deed of Trust and the notes secured thereby shall be construed according to the laws of the State of Mississippi;

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

Pranquilla S Hamblin  
James K Hamblin

State of Mississippi  
Madison County

Personally appeared before me D. J. Brown acting Justice of the Peace in and for said County of Madison & State of Mississippi the within named Pranquilla S Hamblin and James K Hamblin Wife & Husband who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and Official Seal this the twenty second day of February 1890  
D. J. Brown J. P.

Thomas F Leonard & also } Filed for record 3<sup>10</sup> P.M. mch 13<sup>th</sup> a.d. 1890  
To & Deed }  
Elizabeth Harter } Recorded mch 21<sup>st</sup> a.d. 1890

In consideration of three hundred & thirty seven & 50/100 Dollars to us paid by Elizabeth Harter. The receipt whereof is hereby acknowledged, we Thomas F. Leonard Juliet Dublier & Laura Reaboldy do hereby Convey & warrant to said Elizabeth Harter the following described real estate in the City of Canton Madison County. Mississippis to wit Three undivided fourths (3/4) of that certain lot on the public square of said City fronting on the west side of Union Street twenty five (25) feet & running back west 200 feet designated on the map of said City by Dr. George as lot no Eight (8) on Union Street said lot being the same as 1/2 of the 1/2 of lot no Two (2) in square no 4 according to the original plat of said City witness our hands this 10<sup>th</sup> day

of march 1890

Laura Reabola

J. F. Leonard

Juliette E. Dublin

State of Mississippi }  
Pike County }

Personally appeared before me W. L. Praeger a Justice of the Peace of the County of Pike the within named Laura Reabola, who acknowledged that she signed & delivered the foregoing instrument on the day and year therein mentioned, Given under my hand this 10 day of March 1890

W. L. Praeger J.P.

State of Mississippi }  
Madison County }

Personally appeared before me A. J. Bransford an acting Justice of the Peace of said County & State J. F. Leonard & Mrs. J. E. Dublin who acknowledged that they signed & delivered the foregoing deed on the day & year therein mentioned as the act & deed, witness my hand this 13th March 1890

A. J. Bransford J.P.

J. F. Robinson  
Mamie Robinson Williamson  
To } Deed  
Special Wron.  
Joseph Klausler

Filed for record 8 am. March 21st A.D. 1890

Recorded March 21st A.D. 1890

The State of Mississippi }  
County of Madison }

In consideration of ten dollars to me in hand paid the receipt of which is hereby acknowledged, one conveyance and specially warrant me to Joseph Klausler, the following described land lying and being in Madison County, State of Mississippi to "wit" The E 1/2, of S W 1/4, & E 1/2, of N W 1/4, of Sec. 28, also E 1/2, of S E 1/4 & S 1/2, of N W 1/4, of S E 1/4, of Sec. 28, also, a portion of E 1/2 of N E 1/4, of Sec 33, more particularly described as follows to "wit" Beginning at the north west corner of said E 1/2 of N E 1/4 thence South 25 chains thence South 89° 45' E. 7 chains and 60 links thence South 5 chains and 15 links thence East 12 chains, 52 links to the east line said Sec. 33, thence north on said east line 30 chains and 12 links to the north east corner of said Sec

33 thence west on the north line of said section 21 6 chains and 1/2 links to the place of beginning all of the above lands being in T. 4. R. 2 East. containing in all 301 acres more or less. Witness our signatures this the 20th day of March 1890

J. F. Robinson  
Miamie Robinson Williamson

State of Mississippi }  
County of Hinds }

This day personally appeared before the undersigned a Notary Public in and for said County and State the within named Joseph F. Robinson and Miamie J. Williamson formerly Miamie J. Robinson who acknowledged that they signed and delivered the foregoing instrument as their act and deed on the date therein named. Witness my signature and official seal this the 20th day of March 1890.

L. R. Young  
Notary Public

Mississippi Deed of Trust

Jonas Smith & Wife

Recorded for Record 17th March 1890

John A. Mornings Trustee

Recorded March 24th 1890

Globe Investment Company

This Indenture made this Twenty Sixth day of February A. D. One Thousand Eight Hundred and Ninety by and between Jonas Smith and Elsey Smith his Wife of the County of Madison State of Mississippi party of the first part and John A. Mornings 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 do by these presents Grant Bargain and Sell Convey and Confirm unto the said party of the second part the following described Real Estate Situate in the County

of Madison in the State of Mississippi to wit: The West half of the South west quarter (NW 1/2 SW 1/4) of Section One (1) The North East quarter of the South of the South East quarter NE 1/4, SE 1/4 of Section Two (2) and the East half of the North West quarter, E 1/2 NW 1/4 of Section Three (3) all in Township Eleven (11) North, Range Five (5) East of Choctaw meridian and possession of said premises now delivered unto said party of the second part; We 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 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.

On trust however for the following purposes:

Whereas the said Jonas Smith and Emily Smith his wife, did on the Twenty fifth day of February 1890 make, execute and deliver to the said Globe Investment Company, One Principal Real Estate Bond for the sum of Four hundred and fifty dollars — borrowed money, of even date herewith, payable as follows: Four hundred and fifty dollars 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 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 percent 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 endorses or assigns, of said promissory note — and each of them, to pay all taxes and assessments general and special, against said 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 insure in such Companies as said third party may approve of until the 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 moneys becoming payable thereunder, and apply the same toward the payments 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 endorser or assignee, or any of them may pay such taxes and assessments, and may effect such insurance for said purposes, paying the costs 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 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 effects as for the payments 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 thereon when due, or in the faithful performance of any or either of the agreements as aforesaid, 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 rights and equity of redemption of the said party of the first part and the heirs, executors or assigns of said first party, therein or 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 such 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 instrument 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 fees; and next to said third party or the endorser or assignee of said promissory note, upon the usual vouchers thereof, 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 thereof 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 representative of said first party.

The party of the first part hereby expressly waive and release all rights, 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.

On 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 } Jonas <sup>his</sup> Smith (Seal)  
 J. R. Sherwood } <sub>miss</sub>  
 G. W. Manoll } Elsey <sup>her</sup> Smith (Seal) <sub>mar</sub>

State of Mississippi }  
 County of Madison }

On this the 13<sup>th</sup> day of March A.D. 1890, before me the undersigned W. P. Linn a Justice of the Peace personally appeared Jonas Smith & Elsey Smith, 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 first day of January 1892

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

written

W. I. Linn, a Justice of the Peace  
Madison County, Miss.

Deed of Trust  
Joseph Kansler  
and Wife

Do

Filed for Record 19 March, A.D. 1890

Samuel McJarvis

Trustee for

Recorder March 25<sup>th</sup> 1890

Jarvis-Centelin Mortgage

Trust Company

This indenture made this first day March in the year of our Lord one thousand eight hundred and ninety between Joseph Kansler and Maggie S. Kansler his Wife of the County of Madison and State of Mississippi, party of the first part and Samuel McJarvis Trustee of the County of Jackson and State of Missouri of the second part. Witnesseth Whereas the said Joseph Kansler and Wife, Maggie S. Kansler are justly indebted unto the Jarvis-Centelin Mortgage Trust Company in the sum of Two thousand \$2,000 Dollars borrowed money as is evidenced by their note of even date herewith for the sum of Two thousand \$2,000 Dollars due and payable on the first day of March 1895 with interest at the rate of six per cent per annum from date until maturity. Said interest payments being payable annually and further specified and shown by five coupons of One hundred twenty dollars each attached to said note which coupons are due and payable on the first day of March of each and every year until the maturity of said note. Said coupons to draw ten per cent interest per annum after due. Said note and coupons being payable to the order of the Jarvis-Centelin Mortgage Trust Company at its office in Kansas City Missouri and said note draws interest at the rate of ten per cent per annum from date if principal or interest remain unpaid ten days after due. Now therefore the said party of the first part in consideration of the premises and for the purposes

aforesaid and in the further consideration of One dollar to them in hand  
 paid by the said party of the second part. the receipt whereof is hereby  
 confessed. hereby Grants, Bargains, Sells & Conveys unto the said party  
 of the second part or his successors in trust forever the following described  
 lands and premises situated in Madison County and State of Mississippi  
 known and described as follows to-wit: The East half of the South  
 West quarter of Section Twenty eight (28); also the East half of the South  
 East quarter of said Section Twenty eight (28); also a portion of the East half  
 of the North East quarter of Section Thirty three (33) more particularly  
 described as follows to-wit: - Beginning at the North West corner of said  
 East half of North East quarter of Section Thirty three (33); thence South Twenty five (25) chains  
 thence South  $89^{\circ} 45'$  East Seven (7) chains and sixty <sup>(60)</sup> links; thence  
 South Five (5) chains and fifteen (15) links; thence East Twelve (12)  
 chains and fifty two (52) links to the East line of said Section Thirty  
 three (33); thence North on said East line Thirty (30) chains and  
 twelve <sup>(12)</sup> links to the North East corner of said Section Thirty three (33);  
 thence West on the North line of said Section Twenty (20) chains and  
 Twelve (12) links to the place of beginning. All of above lands being  
 in Township Seven (7) Range Two (2) East in said Madison County  
 Mississippi - Containing in all Three hundred and one (301) acres  
 more or less. To have and to hold the same together with all  
 and singular the privileges and appurtenances thereto belonging  
 or in anywise appertaining to the premises hereby conveyed unto  
 the party of the second part, or his successors in trust hereinafter  
 named forever. On Trust nevertheless to-wit: That in case of  
 default in the payment of said indebtedness, or any part thereof  
 with the interest thereon at the time and in the manner and at  
 the place specified for the payment thereof or in case of waste  
 or non payment of Taxes, or neglect to procure or renew insurance  
 or in case of a breach of any of the covenants or agreements herein  
 contained; then, and in such case, on the application of the Agent  
 holder of said note, it shall and may be lawful for said party  
 of the second part or his successors in trust to enter upon  
 possess, hold and enjoy the above granted premises, and either  
 with or without such entry, after having advertised such sale  
 twenty days in a newspaper published, (or by posting four notices  
 provided no paper is published in said County) in the County where  
 the premises are situated, to sell the said premises, or any part



thereof and all right and equity of redemption of the said party of  
 of the first part, their heirs, executors, administrators or assigns therein  
 at public vendue at the door of the Court house in the County of  
 Madison, or in the County where the premises are situate, to the  
 highest bidder for cash, at the time appointed in such advertisement  
 or to adjourn the sale from time to time at discretion; and upon  
 the making of such sale or sales the said party of the first part  
 do hereby authorize and empower the said party of the second  
 part, or his predecessors, in his or their name, to execute and deliver  
 to the purchaser or purchasers, a deed or deeds of conveyance in fee of  
 the premises sold by virtue hereof. (and it is agreed that the recitals  
 in said deed shall be taken and accepted as prima facie  
 evidence of the facts therein stated) and to apply the proceeds of  
 such sale to the payment of— First— The cost and expenses of  
 executing this trust, including lawful attorneys fees, and compen-  
 sation to the trustee for his services. Second— All sums of money  
 paid by said second party, or to the holder of said note, for  
 insurance, taxes, assessments or charges on, or for the title or  
 possession of said premises, together with interest from the  
 time of paying the same at the rate of ten per cent per annum.  
 Third— To the payment of principal and interest due on said  
 note, and rendering the surplus if any to the said first party.

And the said Joseph Kausler and Maggie S. Kausler, do hereby  
 covenant that they are lawfully seized of said premises and for  
 their heirs, executors and administrators, do covenant and agree  
 to and with the said party of the second part or his successors  
 in trust, that they will well and truly pay the principal of said  
 loan, and the interest thereon according to the conditions hereinbefore  
 set forth; and that in case of any suit being instituted for the  
 collection of the same or any part thereof, that they will pay to  
 said Samuel Mc Jarvis, or his successors in trust the sum of  
 Two hundred Dollars, as solicitors fees, and that a decree or  
 judgment may be rendered for the payment of said sum in  
 addition to the taxable costs of such suit, and that they will not  
 at any time hereinafter, until the said principal sum and the interest  
 thereon has been fully paid, suffer said premises, or any part thereof  
 to be sold for any tax or assessment whatsoever, nor will they do, or  
 permit to be done to, in, or about said premises, anything that may  
 in anywise tend to impair the value thereof, or to diminish the  
 security intended to be effected by virtue of this instrument.

and in the event the said third party, its assigns or legal representatives or the party of the second part, or his successors in trust shall expend any money to protect the title or possession of said premises then all such money so expended shall be a new and additional principal sum of the money secured by this instrument, and shall be payable and may be collected with interest thereon at the rate of Ten per cent per annum from the time of so expending the same. And that they will cause any buildings upon said premises to be insured in such safe and responsible insurance Company for the sum of eight hundred Dollars, or such less sum as the legal holder of the notes secured hereby may elect, and keep the same so insured, and will deliver all policies of insurance and all renewal certificates from time to time to said party of the second part, or his successors in trust.

And it is Stipulated and Agreed, That in case of default in any of said payments of principal or interest as aforesaid, or in the event of a breach of any of the Covenants or agreements herein, then, and in that case, the whole of said principal sum hereby secured and the interest to the time of sale and all moneys advanced to that time, shall, at the option of the legal holder of said indebtedness or any part thereof, the trustee herein named, or their acting, or either, or any of them at once become absolutely due and payable, without notice to the first party, and the said premises may be sold in like manner and with the same effect as though said indebtedness had fully matured by lapse of time in said obligation mentioned.

And the party of the first part hereby expressly waives and releases all rights, 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, then Stanley L. Conklin of Kansas City Mo., shall become successor in trust to said party of the second part, and in case of the death, resignation, or other inability or refusal to act of the said Stanley L. Conklin, then it shall be competent and proper, for the second party or his successors in trust, or the holder of the said indebtedness or any part thereof, to appoint and substitute any other person as trustee to act in stead of the party of the second part, who shall proceed to and be vested with all the rights, power and authority conferred upon the second party by their presents and shall be the successor in trust of the second party in all respects.

And if the covenants aforesaid shall be well and truly kept by the said party of the first part, or their legal representatives then the property hereinbefore conveyed shall be released at the cost of the said party of the first part.

On Witness Whereof, The said party of the first part have hereunto set their hands and seals on the day and year first above written

Signed seal & delivered in presence  
A. D. Wolfe  
W. R. Wainwright

Joseph Kanaler Seal  
Mrs Maggie S. Kanaler (Seal)

State of Mississippi  
County of Madison

Personally appeared before me a Notary Public the within named Joseph Kanaler and Maggie S. Kanaler his wife, who acknowledged that they signed, sealed and delivered the foregoing deed of Trust on the day and year of the date thereof as their voluntary act and deed for the purposes therein expressed.

On Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Jackson Mississippi the day and year first above written

My Term expires July 27<sup>th</sup> 1893

C. R. Young Notary Public  
Hinds County Mississippi

The State of Mississippi } Discharged Feb 19<sup>th</sup> 1890 2<sup>5</sup>  
Madison County } Recorded

This Deed of Trust, made this 5<sup>th</sup> day of February AD 1890, Witnesseth that whereas James T. Ward and his wife Minnie Lillard, parties of the first part are indebted to A. A. Shrock in the sum of one hundred and Ten Dollars evidenced by their promissory note of same date of this Deed of Trust due November 15<sup>th</sup> 1890 with 10 per cent interest after maturity and whereas said parties of the first part have agreed to secure the payment of said indebtedness and also any further amount that may be advanced as aforesaid and not mentioned herein. The

parties of the first-part, in consideration of the premium, as well as for ten dollars to them paid by W<sup>m</sup> F. Shrock, Trustee do hereby bargain, sell, assign set-over and convey to said Trustees the following described property situated in Madison County, Mississippi viz: The following described Land, the West-half of S<sup>e</sup> Quarter and East-half of East-half of South-West-Quarter containing one hundred and twenty acres more or less, Section 5 Township 11 Range 4<sup>th</sup> East and any increase of property real or personal that may hereafter be acquired by purchase or otherwise the title to which, said said Trustees or any Successor, they warrant and agree to defend: I trust, however that if said parties of first-part shall on or before the 15<sup>th</sup> day of November 1890 pay what may be due said St. A. Shrock for money advanced and receipts and mere handling sold and delivered them as aforesaid, and all costs incurred on account of said deed of Trust, then this deed of Trust shall 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 Trustees shall take possession of said property without notice of any kind and have given 10 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 raise said payments, for cash at public auction at Archaic Springs Madison Co. Miss. And said St. A. Shrock or her legal representative can at any time she may desire appoint a Trustee in the place of W<sup>m</sup> F. Shrock 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. Witness our signatures this 5<sup>th</sup> day of Feb<sup>r</sup> 1890

W. E. Ward  
 J. J. Ward  
 Trustees

J. J. Ward  
 Minnie L. Ward

The State of Mississippi Personally appeared before me the undersigned Madison County Justice of the Peace and for said county the within named W. E. Ward one of the subscribing parties to the foregoing deed of Trust who being duly sworn deposed that

C. W. Ward  
 W. E. Ward  
 J. J. Ward  
 Minnie L. Ward



and saith that he saw the within named J. T. Ward & Minnie R. Ward whose name is subscribed thereto, sign and deliver this same to the said N. A. Shrock, that, he, this deponent, subscribed his name as a witness thereto in the presence of the said J. T. Ward and Minnie R. Ward and that the witness he saw the other subscribing witnesses sign the same in the presence of the said J. T. & Minnie R. Ward and that the witness signed in the presence of each other on the day and year therein named. Sworn to and subscribed this 15<sup>th</sup> day of July 1890.

M. E. Ward

Witness my hand and seal of office this 15<sup>th</sup> day of February 1890.

Paul Miller J.P.

The State of Mississippi  
Madison County

This Deed of Trust, made this 30<sup>th</sup> day of January A.D. 1890. Witnesseth that whereas J. T. Ward and his wife M. R. Ward parties of the first part are indebted to Mrs. N. A. Shrock in the sum of one hundred & fifty dollars evidenced by a promissory note of same date of this Deed due January 1<sup>st</sup> 1891 with 10 per cent interest from Jan'y 1<sup>st</sup> 1890, and whereas said parties of 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 here in: The parties of the first part in consideration of the premises as well as for ten dollars to them paid by N. A. Shrock Trustee do hereby bargain, sell, assign, set over and convey to said Trustee, the following described property situated in Madison County Mississippi viz. The West half of South West Quarter and the West half of East half of South West Quarter section 15 T. Five Township Eleven Range Four East the title to which, unto said Trustee or any successor they may appoint warrant and agree to defend forever: In trust however that if said parties of first part shall on or before the 1<sup>st</sup> day of January 1891, pay what may be due said Mrs. N. A. Shrock for money advanced and supplies and merchandise sold and delivered them 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 <sup>doing</sup> 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 day notice of time, place and terms of sale by posting written notice

Attested by notary & herewith  
Attested this 20<sup>th</sup> of 1890  
W. M. Gardner Clerk

at three public places in said county, sell said property or a sufficient quantity of the same, to make said payments, for cash, at public auction at Greysville City Madison County Miss. And said Mrs N A Shrock or her legal representative, and at any time she may desire appoint or be appointed in the place of N A Shrock 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 the same until said payments are made or till said property is sold as aforesaid, but until demanded by the Trustee for either of the purposes aforesaid.

Witness our signatures this 30<sup>th</sup> day of January 1870

M E Ward 3  
A G Ward 3  
Witnesses

J F Ward  
M A Ward

The State of Mississippi }  
Volusia County } Personage appeared before me the undersigned Mayor of Government & Ex. officio a Justice of the Peace in and for said county, the within named M E Ward one of the subscribing witnesses to the foregoing deed of Trust the being first duly sworn deponent and saith that he saw the within named J F Ward and M A Ward whose names are subscribed thereunto sign and deliver same to Mrs N A Shrock that she then subscribed her name as a witness thereto in the presence of the said J F Ward and M A Ward and that she saw the other subscribing witnesses sign the same in presence of the said A G Ward and that the witnesses signed in presence of each other on the day and year therein named. Sworn to and subscribed this 4<sup>th</sup> day of February 1870

Witness my hand and seal of office this 4<sup>th</sup> day of February 1870  
R J Moody Mayor of Government & Ex. officio JP

W. W. Scott  
To Release  
Andrew Helm

Filed for Record 25<sup>th</sup> February 9 o'clock 1890

Recorded March 29<sup>th</sup> 1890

Whereas by a deed of conveyance executed by W. W. Scott and  
M. C. Scott on the 4<sup>th</sup> day of January 1887, the following described  
lands were conveyed to Andrew Helm viz:  $W\frac{1}{2}$   $N\frac{1}{2}$   $W\frac{1}{2}$  S. 33  
T. 9, R. 1, E. E.  $\frac{1}{2}$  S. 4; T. 9, R. 1, E. Lot 8, in S. 33 & Lot 5 in S 34  
T. 10, R. 1, E. less 40 acres all in Madison County Miss.

And whereas by the provisions of said deed a lien upon said lands  
was reserved to secure the payment of three promissory notes of \$325.00  
each given for the purchase money of said lands.

And whereas said Andrew Helm has fully paid said notes with  
interest - all of the purchase money of said lands having now  
been paid in full -

Now therefore in consideration of the premises, I the  
said W. W. Scott hereby declare the vendors lien upon said  
land fully discharged & hereby release all my rights, title,  
& demand in & to said lands

The deed above referred to is of record in the Chancery  
Clarks Office in said County Book II, P. 515.

Witness my hand this 21<sup>st</sup> day of February AD 1890  
W. W. Scott.

State of Texas  
County of Guadalupe

Personally appeared before me  
W. J. Arritt, J. P. and ex officio Notary  
Public in and for said County and State W. W. Scott,  
who acknowledged that he signed and delivered the foregoing  
instrument, on the day and year, & for the purposes therein  
mentioned as his free act and deed.

W. J. Arritt, J. P. and  
Ex officio Notary Public  
Guadalupe Co.

John W. Greaves  
Ida L. Greaves  
J. S. Dool  
B. L. Bulby

Filed for record 12 m. 8 o'clock 1890

Recorded March 31<sup>st</sup> 1890

In consideration of thirty nine (\$39) cash and eight  
hundred dollars (\$800) to be paid, evidenced by the promissory  
notes of B. L. Bulby one for \$400 - due and payable December 1<sup>st</sup>  
1890 without interest; and one for \$400 due and payable December  
1<sup>st</sup> 1891 with interest at the rate of 10% from and after December

1<sup>st</sup> 1890, said notes bearing even date herewith and payable to - Jno. W. Groves and Ida L. Groves or order, or the said Jno W. Groves and Ida L. Groves here by convey and warrant to B. L. Bulley the following land in Madison County Mississippi, and undivided five sevenths interest in, west half (W/2) of south west quarter (SW/4) of sec 14, The south east quarter (SE/4) of sec 15, and the north East quarter (NE/4) of sec. 22, all in Township 7 Range 2. E, containing 400 acres more or less, the said B. L. Bulley to pay the taxes for 1889, the vendors him received. Witness our signatures this December 7<sup>th</sup> 1889

John W. Groves  
Ida L. Groves

State of Mississippi } ss  
Madison County }

Personally appeared before me, Wm Henry Mayor of Jackson and ex officio J.P. in and for said County John W. Groves who acknowledged that he signed & delivered the foregoing deed on the day & year mentioned & for the purposes expressed as in his act and deed, given under my hand this 7<sup>th</sup> day of December 1889

Wm Henry  
Mayor of Jackson and ex officio J.P.

State of Arkansas }  
County of Sebastian }

Personally appeared before me, J. M. M. Boone a Notary Public in said State and County, duly authorized to administer oaths the above named Ida L. Groves who acknowledged that she signed & delivered the foregoing deed on the day & year mentioned as her act and deed, & for the purposes expressed

Given under my hand and seal this  
January 2<sup>nd</sup> 1890 J. M. M. Boone Notary Public

B. L. Bulley }  
Deed } 7, led for record on ch 8<sup>th</sup> 12 m. ad 1890  
Recorded on ch 31<sup>st</sup> ad. 1890  
H. C. Bulley }

In consideration of six hundred (\$600<sup>00</sup>) dollars to be paid evidenced by promissory notes of H. C. Bulley one for \$400<sup>00</sup> due & payable December 10<sup>th</sup> 1890 without interest and one for \$200<sup>00</sup> due and payable Dec-



number 1<sup>st</sup> 1891, with interest at the rate of 10% from and after  
 December 1<sup>st</sup> 1890 said notes bearing even date herewith and payable  
 to B. L. Bulley or order. I said B. L. Bulley hereby convey and warrant  
 to H. C. Bulley the following land in Madison County, State of Miss-  
 issippi and undivided half interest in west half of South  
 west quarter (SW<sup>1/4</sup> of SW<sup>1/4</sup>) of Sec 14; The south east quarter  
 (SE<sup>1/4</sup>) of Sec 15, and the north east quarter (NE<sup>1/4</sup>) of Sec  
 22 - all in Township 7 Range 2 East containing 400 acres  
 more or less. The Vendors here received,

Witness my signature this

January 11<sup>th</sup> 1890

B. L. Bulley

State of Mississippi }  
 Madison County } ss

Personally appeared before me  
 Circuit Clerk in and for said County B. L. Bulley who acknowledged  
 that he signed & delivered the foregoing deed on the day and  
 of the month mentioned and for the purposes expressed as his act and deed  
 Given under my hand this 11<sup>th</sup> day of January 1890

W. H. Potter

Circuit Clerk

Mr. E. Ward  
 v. G. Ward  
 To of Deed  
 Henry Jones

} Filed for record Feb 17 1890 at 8 a.m.  
 Recorded March 31 1890

} State of Mississippi Madison County  
 For and in consideration of the sum of seven hundred  
 dollars to us in hand paid as follows one note of even  
 date of this deed and payable January 1<sup>st</sup> 1891 for the  
 sum of one hundred & seventy five dollars and one  
 note of same date for same amount and payable  
 January 1<sup>st</sup> 1892 and one note of same date for same  
 amount payable January 1<sup>st</sup> 1893 and one note of same  
 date for same amount payable January 1<sup>st</sup> 1894 each  
 note to bear ten per cent interest from January 1<sup>st</sup> 1891  
 We hereby grant bargain sell convey and warrant  
 to Henry Jones the following described tract or  
 parcel of Land situated in the County of Madison  
 State of Mississippi and known as the SW<sup>1/4</sup> of SE<sup>1/4</sup>  
 of Section 10 and NW<sup>1/4</sup> of NE<sup>1/4</sup> of Section 15 all in

Township 11. Range 4 East. containing eighty acres more or less.

Witness our signatures this 8<sup>th</sup> day of Februy. a. D. 1890.

Witness

W. F. Shrock.

H. F. Shrock.

Mr. E. Ward.

A. G. Ward.

The State of Mississippi }  
Holmes County. }

Personally appeared before me the undersigned Mayor of Goodman & ex officio a Justice of the Peace for said County W. F. Shrock one of the subscribing witnesses to the deed of conveyance hereinto attached who being first duly sworn deposes & says that he saw the within named Mr. E. Ward and A. G. Ward, whose names is subscribed thereto sign and deliver the same to Henry Jones that he this deponent subscribed his name thereto as a witness in the presence of the said Mr. E. & A. G. Ward and that he saw the other subscribing sign his name thereto in the presence of the said Mr. E. & A. G. Ward & that they signed the same in the presence of each other on the day and year therein written.

In testimony whereof - witness my hand & official seal of office this the 11<sup>th</sup> day of Feb. 1890

R. J. Moody

Seal

Mayor of Goodman & Ex O. J. P.

Henry Jones }  
Tof Deed of Trust }  
J. D. Simpson }  
use Mr. E. & A. G. Ward }

Filed for record Feb 17/90 8 a.m.

Recorded April 1st 1890.

The State of Mississippi - Madison County.

This Deed of Trust made this 8<sup>th</sup> day of Februy a. D. 1890. Witnesseth that whereas Henry Jones party of the first part is indebted to Mr. E. & A. G. Ward in the sum of seven hundred & eighty five Dollars evidenced by four notes of date of this

Paid in full and Call Colled  
Dec 18 92 M. E. Ward & A. S. Ward

deed, each for the sum of One hundred & seventy five dollars and payable as follows: January 1st 1891. January 1st 1892. January 1st 1893. January 1st 1894. each note bearing 10% interest after January 1st 1891. Also a note of same date for the sum of Eighty five dollars payable Nov 15/1890 to M. E. Ward with ten per cent interest after maturity, and whereas said party of first part expect said M. E. Ward & A. S. Ward 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 County of Madison 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 J. D. Simpson 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 him 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 also the following Land SW 1/4 of SE 1/4 of Section 10 and NE 1/4 of NE 1/4 of Section 15 all in Township 11 Range 4 East also one black mare mule about 12 years old named Jane also one roan cow one red heifer and one red bull yearling all above cattle are marked crop off left ear also one red ox marked Split & crop in right ear & crop & underbit in left also one speckled mule bull yearling 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 I do trust however that if said party of the first shall on or before the day of --- 189- pay what may be due said M. E. & A. S. Ward for money advanced and supplies & merchandise

solid and delivered him as aforesaid. & 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 & having given ten 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 place he now resides. And said M. E. & A. S. Ward or their legal representative can at any time they may desire appoint a Trustee in the place of J. D. Simpson 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 & 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 & agreed between the parties aforesaid that the prices charged in account for goods. supplies & merchandise sold so far as the same has been agreed upon by & between the parties at the time of sale shall be deemed & held to be fair & reasonable. & if no such prices have been agreed upon. that the credit market price prevalent at the time of sale & delivery may be charged & 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 cotton & corn. & to be paid out of the proceeds of sale thereof. -



Witness my signature this 8<sup>th</sup> day of February 1890

Witness

W. F. Shrock

H. F. Shrock.

Henry <sup>his</sup> x Jones -  
mark

The State of Mississippi

Holmes County.

Personally appeared before me the undersigned Mayor of Goodman & Exc. Off. a Justice in & for said County the within named W. F. Shrock one of the subscribing witnesses to the foregoing deed of Trust, who being first duly sworn deposes & saith that he saw the within named Henry Jones whose name is subscribed thereto sign & deliver the same to the said M. E. Ward & A. G. Ward that he this deponent subscribed his name as a witness thereto in the presence of the said Henry Jones & that he saw the other subscribing witnesses sign the same in the presence of the said Henry Jones, & that the witnesses signed in the presence of each other on the day & year therein named:-

Sworn to & subscribed this 14 day of Februy 1890

Witness my hand & seal of office this 14 Feb 1890

R. J. Moody Mayor of Goodman & Exc. Office J. P.

*(Seal)*

Mark Grew

Sila Grew

To Deed of Trust

W. H. Powell Trustee

use Home Mutual Building

and Loan association

Filed for record at 3 o'clock P.M.

on the 31<sup>st</sup> day of March 1890

In consideration of Five Dollars to me paid me Mark Grew and Sila Grew his wife of the city of Canton in the county of Madison and state of Mississippi convey and warrant to W. H. Powell Trustee the lands situate lying and being in the City of Canton County of Madison and state of Mississippi described as Lot No 8 as laid down in Couch & Georgian's addition to the City of Canton as shown by this plat recorded in Book 2 pages 434 & 435 in the chancery clerk's office being the lot conveyed in Book 20 page 310 & in Book 22 page 636 and being the

Sole first named 18<sup>th</sup> 1893 by discharge of B. L. Roberts secretary  
W. H. Gower Printer

property upon which we now reside as a homestead, I do not  
nevertheless and for the following express uses and purposes: that  
if I or my heirs executors administrators or assigns, shall need  
and truly pay the sum of Two thousand dollars due and owing by  
me to the Home Mutual Building and Loan Association of Canton  
Mississippi a corporation created by and existing under the laws  
of the state of Mississippi, which said indebtedness is incurred by an  
obligation in writing in words and figures following to wit:

\$2000.00. Canton Miss March 15<sup>th</sup> 1890. Whereas as a member of  
the Home Mutual Building and Loan Association of Canton Miss-  
issippi, and holder of 2 shares of stock of the 2<sup>nd</sup> series I have ob-  
tained a loan from said association of the sum of Two thousand  
dollars upon each of said shares of stock as required by its act of incorporation  
and the amendments thereto and its constitution and the rules and  
regulations adopted thereunder & do hereby promise to pay to said  
association, in monthly installments on the first Tuesday in each and  
every month, month interest upon said loan at the rate of 8 percentum  
per annum, and also on the first Tuesday in each and every month  
the sum of one dollar for monthly dues upon each said share of  
stock and also such fines as shall be assessed against me in accord-  
ance with said acts of incorporation and the constitution and rules  
and regulations adopted thereunder for any default I may make  
in the prompt and punctual payment of said installment of interest  
and monthly dues. Said payments to continue until the payment made  
to said association, on account of said 2<sup>nd</sup> series of stock for  
interest on loans and other receipts, after deducting losses and expenses,  
shall be sufficient to divide to each shareholder the sum of  
two thousand dollars upon each share of stock here and said asso-  
ciation. I further promise to pay immediately upon default  
in payment of any installment of monthly dues or interest upon said  
loan, or any part thereof to the said Association the sum of Two thousand  
dollars together with all arrearages of monthly dues, interest and  
fines due from me to said Association, after deducting the value of  
said shares of stock at the time of said default, according to  
the rules and regulations of said Association.

Signed Mark X Gower  
Gower  
mark

Now if I or any heirs executors administrators or assigns, shall need  
and truly pay said obligation when the same shall become due  
and payable, and faithfully perform all of the undertakings and promises

therein contained according to its tenor and effect and shall promptly and punctually pay the sum of one dollar upon each share of stock in said Association held by me on the first Tuesday in each and every month until each of said shares of stock shall be equal in value to the sum of two hundred dollars, and shall pay interest at the rate of 8 percent per annum upon said loan in monthly installments, on the first Tuesday in each and every month, and any fines assessed for defaults in the payment of the monthly dues and installments and interest as aforesaid, in accordance with the rules and regulations of said Association and keep the buildings upon said premises at all times insured against destruction by fire for the benefit of said Association, and such insurance company as said Association acting through its Board of Directors, shall designate for the sum of Two Hundred dollars and shall pay all lawful taxes and assessments made upon said premises when the same shall become due and payable, then this conveyance shall be void and of no effect, and the estate hereby created shall cease and determine. But should I or any of my executors, administrators or assigns make default and fail to pay said monthly dues, installments of interest and fines or any part thereof or fail to keep the buildings upon said premises insured against destruction by fire as hereinbefore specified, or to pay all lawful taxes and assessments upon said premises when the same shall become due and payable according to law thereon, and in that event the whole sum due according to the terms of said obligation in writing shall thereupon mature and become due and payable, and thereupon the said Justice hereunto named or either of them, shall when requested by the said Home Mutual Building and Loan Association, acting through its Board of Directors, proceed to sell said premises with the fixtures and appurtenances thereto belonging, at public auction, for cash, before the south door of the Court House, in Canton, Miss., after giving thirty days' notice of the time and place and terms of said sale by advertisement in some newspaper published in said city. And out of the proceeds of said sale there shall first be paid the costs and commissions for making said sale, second, there shall be paid to the said Home Mutual Building and Loan Association, its successors or assigns whatever sum or sums may then be due and payable upon said indebtedness,

and third the residue, if any there be shall be paid over to me or my heirs, administrators or assigns. And I hereby authorize and empower the said Trustees and their successors in trust, or either of them, to adjourn said sale from time to time at their or his discretion, and it shall not be necessary for them or him, to go to said place of sale to announce such adjournment.

And if I shall fail to pay the insurance premiums and all lawful taxes and assessments made upon said premises, when the same shall become due and payable according to law I hereby authorize the Home Mutual Building and Loan Association to pay the same and the sum or sums so expended shall be added to and become part of the indebtedness herein secured to be paid, payable on demand, and draw interest at the rate of ten percent per annum from date of payment until same shall be reimbursed to the said Association.

The right to retain possession of said premises, until default shall be made as aforesaid is hereby reserved.

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

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

Witness our signatures this 15th day of March 1890

Mark <sup>his</sup> Greer  
Rida <sup>hers</sup> Greer

State of Mississippi }  
Madison County }

Personally appeared before me W. V. Andrus Chancery Clerk of the county of Madison the within named Mark Greer & Rida Greer who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand this 31st day of March 1890  
W. V. Andrus Chancery Clerk



C. G. & J. M. Dickerson. — Filed for record at 8 o'clock P.M. Feb. 7<sup>th</sup> 1890  
 To } Deed of Trust  
 S. B. Blair Trustee  
 vs } W. R. Nelson & Son

This deed of Trust and agreement made this 3<sup>rd</sup> day of January A.D. 1890. Witnesseth: That whereas C. G. & J. M. Dickerson parties of the first part indebted to W. R. Nelson & Son in the sum of Three Hundred and Forty Five <sup>xx</sup>/<sub>100</sub> Dollars on a promissory note bearing even date herewith and due on the first day of November next (1890)

And whereas said parties of the first part expect said W. R. Nelson & Son to advance money, supplies and merchandise during the year 1890, and whereas said parties of first part agree to secure the payment of said sum as also any amount that may be advanced as aforesaid, that the first parties of the first part in consideration of the premises as well as for Five Dollars to them paid by S. B. Blair, Trustee, do hereby bargain, sell and convey to said Trustee the property being in Madison & Attala Counties Mississippi and described as follows. A certain tract of land located in Attala County Miss. and described as follows to wit, N <sup>1</sup>/<sub>2</sub> of the NW <sup>1</sup>/<sub>4</sub> Sect. 20 Township 13 Range 5 East Cont. 80 acres more or less the said land belonging to C. G. Dickerson and one light-bay mare mule <sup>about 13 years old</sup> named Push and one black horse mule about 10 years old named Sam, and also all our crops of Cotton, Corn, Fodder and all other agricultural products which shall be raised by ourselves hereafter and hands hired during the present year (1890) the title to which unto said Trustee or any successor we warrant and agree to forever defend. Do trust however that if said parties of the first part shall on or before the first day of November 1890 pay what may be due said W. R. Nelson & Son as aforesaid and all costs incurred on account of this deed then this Deed to be void. But if default is made in said payments, the Trustee shall take possession of said property, and then having given Eight days notice of the time place and terms of sale by posting in two or more public places in Attala and Madison Counties Miss. all said property or a deficiency thereof, to make said payments, for cash, at public auction at Goodman's Holmes County Miss.

And said W. R. Nelson & Son or their legal representatives can at any time they may desire appoint a Trustee in place of said S. B. Blair or any succeeding Trustee. And should the Trustee at any time believe said property or any part thereof endangered

as a security for said payments he shall take the same into his possession and hold till said payments are made or till said property is sold as aforesaid; but until demanded by the Trustees for either of the purposes aforesaid said parties of the first part can hold the same

In witness whereof said Chy. J. M. Dickerson have hereunto set hand and seal

G. L. Dickerson  
 J. M. Dickerson  
 marks

The State of Mississippi

Holmes County

This day personally appeared before me R. J. Moody Mayor of Goodman and Ex Officio J. P. in and for said County the within named G. L. Dickerson and J. M. Dickerson who severally acknowledged that they signed sealed and delivered the foregoing deed of trust and agreement at the time therein named as their act and deed.

Given under my hand and seal of office this 3<sup>rd</sup> day of January A. D. 1890.

R. J. Moody Mayor of Goodman  
 and Ex Officio J. P.

R. M. Whitehead

Co. of Deed

A. E. Fore

Filed for record Feby 25<sup>th</sup> 1890  
 at 8 a. m.

Recorded April 11<sup>th</sup> A. D. 1890.

State of Mississippi, Madison County.

In consideration of three notes, two for \$200<sup>00</sup> each given on the 24<sup>th</sup> day of June 1889, & due & payable on the 1<sup>st</sup> day of November 1889, and the first day January 1890 respectively with interest at ten per cent per annum after maturity, & the third note for \$112<sup>00</sup> due & payable on the 15<sup>th</sup> day of December 1890 with ten per cent interest per annum from the 15<sup>th</sup> day of December 1888, until paid, I convey & warrant to A. E. Fore the lot of land described as Lots one (1) and two (2) in Square nineteen (19) in E. F. Gaddis addition to the Town of Flora, Mississippi.

Witness my signature the 24<sup>th</sup> day of June 1889.

R. M. Whitehead.

State of Mississippi

Madison County } Personally appeared before me J. C. Hutson a justice of the Peace of said County & State the within named R. M. Whitehead who acknowledged that he signed & delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the 24<sup>th</sup> day of June A. D. 1889.

J. C. Hutson J. P.

C. E. Young and } Filed for record Febry 25<sup>th</sup> 1890 at  
C. A. Young } 9. A. M.  
To of Deed of Trust } Recorded April 4<sup>th</sup> A. D. 1890.  
H. J. Brown  
use }  
of } J. W. Persons }


This Indenture made & entered into this the 10<sup>th</sup> day of February A. D. 1890 by & between C. E. Young & C. A. Young his wife parties of the first part & H. J. Brown party of the second part & J. W. Persons Agent party of the third part Witnesseth that said parties of the first part is indebted to the party of the third part in the sum of six hundred dollars evidenced by a promissory note of even date and whereas the said parties of the first part are desirous of securing to said party of the third part the prompt payment of said indebtedness together with all interest accruing on same on or before January 1<sup>st</sup> 1891. Now therefore in consideration of the premises as well as for & in consideration of the sum of ten dollars in hand paid by said party of the second part to said parties of the first part & the receipt whereof is hereby acknowledged the said parties of the first part have granted bargained & sold & by these presents do grant bargain sell & convey unto the said party of the second part, his heirs administrators & assigns the following described real estate lying & being in the County of Madison & State of Mississippi to wit: Beginning in the center of the Jackson & Canton Road at a point 5 links east of where said dirt road crosses the dividing line between the E 1/2 of the N E 1/4 & the W 1/2 of the N E 1/4 of S. 8. T. 7. N. R. 2. E. & running thence N 25° 45' E. 9 50/100 chains to a stake thence West 12 68/100 chains to the line of the S. C. R. Rd. right of way. thence S. 25° 45' E. along R. Rd. line 9 50/100 chains to a stake thence East along dirt

By witness under the signature of J. W. Persons and under the 2457 code 1892 I satisfy this Deed this 4<sup>th</sup> day of June 1890  
J. C. Hutson Clerk  
By M. J. Brown

road  $12\frac{68}{100}$  chains to the beginning said land partly in the E $\frac{1}{2}$  & partly in the W $\frac{1}{2}$  of the aforesaid N E $\frac{1}{4}$  S. 8. T. 7. N. R. 2. E. To have & to hold the same unto the said party of the second part his heirs executors administrators & assigns & the successors of him forever in trust nevertheless upon these terms & conditions that is to say That if the said parties of the first part shall fail or refuse to pay to the said party of the third part & his assigns the amount of said indebtedness on or before maturity thereof & all interest which shall accrue thereon & the cost & charges of this deed then the said party of the second part or the successors of him may & shall enter into & take possession of said real estate & sell the same or so much thereof as may be necessary at Madison Station Miss at public auction to the highest bidder for cash after giving 10 days notice of the place & time of said sale by posting advertisements thereof in 3 or more convenient public places & convey the estate so sold to the purchaser by proper instruments of conveyance & from the proceeds of said sale the said party of the second part or his successor shall first pay cost & charges of this deed & of said sale & then pay to the said party of the third part and his assigns the amount of said indebtedness & all interest due thereon & if there then shall remain any surplus of the proceeds of said sale then the said party of the second part shall pay the same to said parties of the first part & their assigns & if the said parties of the first part shall well & truly pay the amount of said indebtedness & all interest due thereon & the cost & charges of this deed then the party of the second part shall enter satisfaction of this deed upon the records thereof & the same thenceforward shall be null & void. It is further agreed by the parties hereunto that if the said party of the second shall from any cause fail to perform the duties of trustee then & in that case the said party of the third part or his assigns shall in writing appoint another trustee in his place whose actings & doings in the premises shall be as binding as if done by the said H. J. Brown trustee aforesaid.

In testimony whereof the said parties of the first part hereunto set their hands & seals on the day & year first above written

C. E. Young 

C. A. Young 



State of Mississippi

Leake County } Personally appeared before me R. Moore a Supervisor in and for said County the within named C. E. Young & C. A. Young his wife who acknowledged that they signed sealed & delivered the foregoing deed on the day and year therein mentioned as their act and deed.

Given under my hand and seal this the 17th day of February A. D. 1890-

R. Moore - M. B. S. -

H. V. Vandell

Commissioner &c

To of Deed.

Thomas H. Murtagh

} Filed for record Feb 28/90 at 11<sup>25</sup> a. m

} Recorded April 4<sup>th</sup> A. D. 1890-

The State of Mississippi - Madison County -

By virtue of the authority conferred on me as Commissioner, by the decree and proceedings in the cause of Mary Murtagh et al against Rosa Murtagh et al. No 2306 on the general docket of the Chancery Court of Madison County State of Mississippi which decree and proceedings are here referred to and made a part of this conveyance as aforesaid. I, H. V. Vandell Commissioner as aforesaid, and in consideration of Three hundred and fifty <sup>00</sup>/<sub>100</sub> Dollars, I hereby convey to Thomas H. Murtagh the purchaser thereof at a sale made by me on the 5th day of November 1889 the following described land lying and being situated in the County of Madison State of Mississippi to wit: Beginning at the S. W. corner of a lot or parcel of land deeded to Bridget Daly by John J. Cameron by his deed bearing date the 28th day of Decr. 1863 & running with the right of way of the N. O. & G. N. R. Rd. N. 200 ft thence E. 428 ft to a stake thence S. 200 ft to Chas. Shackelford's lands thence W. 428 ft to place of beginning.

Witness my signature the 28th day of February 1889-

H. V. Vandell - Commissioner &c -

The State of Mississippi

Madison County. } This day personally appeared before me M. Allen, Clerk of the Circuit Court in & for said County H. V. Vandell Commissioner etc. who acknowledged that he signed & delivered the foregoing conveyance on the day and year therein mentioned. Given under my hand & the seal of said Court hereto affixed this 28th Feb 1890-

Seal

M. Allen - Circuit Clerk

By the order of a power of attorney given to me directed by Geo. H. Birchett & Co. in the name of the County of Warren, Miss. dated Nov. 18th 1890. A. M. Danks, atty.

Dr. J. O. Payne  
 Trustee of Trust  
 Geo. H. Birchett, Trustee  
 use of  
 Peoples Savings Bank  
 & Loan Co

Filed for Record March 17th 9 am. a.m. 1890  
 Recorded April 17th 1890

In consideration of the sum of ten dollars to me paid by George H. Birchett. The receipt whereof is hereby acknowledged and to secure the payment of the indebtedness herein after mentioned, me J. O. Payne and Ida Payne his wife do hereby convey and warrant to said George H. Birchett, the lands mentioned as follows:

First Those certain lots of land, with their improvements, situate in the City of Vicksburg in the County of Warren and State of Mississippi described as follows, to wit: All of Lots Five (5), Six (6), Fifteen (15) and and Sixteen (16) in Square Three (3) of Mary P. Morton's Survey; except a Strip of land forty five (45) feet wide off of the East side of said Lots Six (6) and Fifteen (15); Secondly That certain tract of land situate in the County of Yazoo in the State of Mississippi described as follows to wit: The North East quarter (NE 1/4) of Section Four (4) in Township Nine (9) Range Two (2) West; Thirdly That certain tract of land situate in the County of Madison in said State, described as follows to wit: The west half of the North West quarter (NW 1/2 of NW 1/4) of Section Seventeen (17) in Township Nine (9) Range Three (3) East; Fourthly, That certain tract of land with its improvements, situate in said County of Madison described and bounded as follows to wit, Lying north of Canton on the Moore's Bluff Road, and bounded on the north and east, by the premises of John Hardy, on the west by the Moore's Bluff Road, and on the south by the "Parsonage lot", containing fourteen acres, and known as the "Hick Place", being the same property conveyed to said J. O. Payne by deed recorded on page 224 of Book "M" of the Records of Deeds of said Madison County. But this conveyance is made upon the following trust: I am indebted to the Peoples Savings Bank and Loan Company in the sum of Twenty eight Hundred Dollars evidenced by my promissory note for said sum of even date hereunto payable two years after date to the Peoples Savings Bank and Loan Company, or Branch, with interest, at the rate of two per cent per annum from date until paid. The interest payable semi annually, and two per cent attorneys fees if placed in the hands of an attorney for

collection, and until said note shall have been fully paid, I agree to pay promptly when due, all taxes and assessments against said property, and to keep the buildings on said lots of land in Vicksburg insured for a sum not less than Two Thousand Dollars for the benefit and protection of said note, the policy to be made, loss if any, payable to the Peoples Savings Bank and Loan Company, as its interest may appear. Now if I shall pay said note at its maturity and pay all taxes and assessments against said lands when due and keep said buildings insured as aforesaid, then this conveyance, shall become void, otherwise it shall remain in full force. But if I shall fail to pay said note at its maturity, or to pay any semi annual installment of interest when due, or fail to pay all taxes and assessments against said lands when due or fail to keep said buildings insured as aforesaid then said George H. Birchett having given notice of the time terms and place of sale by publication once a week for three consecutive weeks in some newspaper then published in said County of Warren shall see the above conveyed property at public auction, to the highest bidder for cash, at the east door of the Court House of said County of Warren, and convey the same to the purchaser or purchasers and he shall apply the proceeds first to the payment of the costs of executing this trust secondly to the repayment of any sums, which may have been paid by any owner of said notes for taxes assessments or insurances on said property, or my default therein, with ten per cent interest thereon. Thirdly to the payment of said note, and lastly, the balance if any, he shall pay over to me. The President or Secretary of said Savings Bank & Loan Company, or any owner of said note, may at any time by writing appoint another trustee in the stead of said Birchett, and said substituted trustee shall have full power and authority to execute all the provisions and trusts hereof.


Witness my signature this 21<sup>st</sup> day of February 1890  
 J. O. Payne

State of Mississippi }  
 Warren County }

Personally appeared before this

undersigned a Justice of the Peace of said County, the above named J. O. Payne who acknowledged that he signed and delivered the foregoing instrument, on the day and year therein mentioned

Given under my hand this 28<sup>th</sup> day of Febry 1890

 W. B. Banks  
Justice of the Peace

State of Mississippi } ss  
Warren County }

J. N. J. Baginsky Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument was filed in my office for Record on the 5<sup>th</sup> day of March A.D. 1890, at 8<sup>30</sup> o'clock A.M. and duly recorded in Dead Book, 70 Pages, 332, 333, and 334

Witness my hand and Seal of Court this 8<sup>th</sup> day of March A.D., 1890.

J. N. J. Baginsky Clerk  
Wm. Foster D.C.

State of Mississippi }  
Wagon County }

J. I. S. Griffin Clerk of the Chancery Court of said County, certify that the instrument of writing to which this certificate is attached from, Dr. J. O. Payne to Peoples Savings Bank & Loan Co. was filed in my office for Record on the 11<sup>th</sup> day of March 1890 at 11<sup>15</sup> o'clock A.M. and that the same has been made of Record therein in Book A C of the Record of Deeds etc of said County on pages 244, & 245

Given under my hand and Seal of office this 13<sup>th</sup> day of March 1890

J. I. S. Griffin Clerk  
N. J. Rugh D.C.



The Scottish American  
Mortgage Company Limited } Filed for record April 2<sup>nd</sup> 8 am a.d. 1890  
To Power of Attorney }  
Francis Smith } Recorded April 18<sup>th</sup> a.d. 1890  
Albert S. Baldwin }  
Bolton Smith }

Know all men by these presents  
that the Scottish American mortgage Company Limited of Edinburgh  
Scotland a Corporation, has made constituted and appointed  
and by these presents does make constitute and appoint Francis  
Smith of Indianapolis Indi. and Albert S. Baldwin of Memphis  
Tennessee, and Bolton Smith of Memphis Tennessee, Co. partners under  
the firm name of Francis, Smith Baldwin and Company its true and  
lawful attorneys in fact for it and in its name, place and stead  
to release and satisfy of record when fully paid all mortgages and deeds  
of trust in any State of the United States of America, negotiated by the  
firm of Francis Smith and Company or Francis Smith Baldwin  
and Company with said The Scottish American mortgage  
Company Limited, and now held by said Company, and  
to assign the same when fully paid without recourse on said  
Company, and to release and satisfy of record when fully paid  
all mortgages and deeds of trusts in any State of the United States  
of America, hereafter to be negotiated by the firm of Francis Smith  
Baldwin and Company with said The Scottish American mort-  
gage Company Limited, and to assign the same, when fully  
paid without recourse on said Company, said releases and  
assignments to good and sufficient when signed in the  
firm's name by any of the members of said firm of Francis  
Smith Baldwin and Company also to see convey and  
quit claim for such price or prices as directed by said  
The Scottish American mortgage Company Limited  
J Guthrie Smith  
J Duncan Smith

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Limited and all Real Estate now owned by said Company  
which has been acquired by it by virtue of foreclosures of mortgages  
negotiated with said Company by Francis Smith and Company, and  
to see convey and quit claim for such price or prices as directed by  
said The Scottish American mortgage Company Limited and  
all Real Estate which said Company may hereafter acquire by

virtue of Foreclosure of mortgages or deeds of Trust or sales under mortgages or deeds of Trust negotiated by the firm of Francis Smith Baldwin and Company, with said Company; Such deeds to be good and sufficient when signed by any of the members of the firm of Francis Smith Baldwin & Company, in their firm's name; also to lease and rent for the best price possible and upon the best terms possible such above described Real Estate and to collect and receipt for the rents accruing; Such leases and such renting to be made upon the judgment and authority of any member of the firm of Francis Smith Baldwin and Company but in the name of said firm; also to collect and receipt for all Interest and principal or Installments thereof now due or hereafter to become due to said The Scottish American Mortgage Company Limited on Loans negotiated with said Company by the firms of Francis Smith and Company or Francis Smith Baldwin and Company hereafter to be negotiated by Francis Smith Baldwin and Company; Such receipts to be good and sufficient when signed by any member

J Guthrie Smith

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Member of the firm of Francis Smith Baldwin and Company in the name of said firm; also to bring any and all suits in any of the courts of the State or the United States or in the United States courts to protect the interests or enforce the rights of said "The Scottish American Mortgage Company" Limited; such suits to be brought in the name of said Company; and to appear for and defend any and all suits brought against said Company in any court and to employ Counsel to prosecute or defend such suits as the case may be; This authority restricted to suits growing out of transactions negotiated by said firms of Francis Smith Baldwin and Company and Francis Smith and Company with said "The Scottish American Mortgage Company" Limited; and shall be exercised by any of the members of said firm of Francis Smith Baldwin and Company in the name of said firm; also to collect and receive any and all monies, now due or hereafter to become due to said The Scottish American Mortgage Company Limited, from any Insurance Company by reason of loss on any policies held by said "The Scottish American Mortgage Company" Limited as collateral security to any of the Loans now held or hereafter to be held by said The Scottish American Mortgage Company Limited negotiated with it by said Francis Smith and Company or Francis Smith Baldwin and Company and to receipt for the same in the name

of said The Scottish American

J Guthrie Smith

J Duncan Smith

(4)

American Mortgage Company" Limited, Also full power and authority is given to Francis Smith and Bolton Smith jointly to declare due all the notes secured by any Trust Deed where any of the notes there by secured have not been paid and to direct the Trustee in any such Trust Deed to proceed to sell the lands thereby conveyed to satisfy the whole debt due The Scottish American Mortgage Company" Limited, such power being restricted to the notes and Trust Deeds negotiated with said Company by Francis Smith and Company and Francis Smith, Caldwell and Company and to such notes and Trust Deeds hereafter to be negotiated by Francis Smith, Caldwell and Company with said Company. Full power and authority is also given said Francis Smith and Bolton jointly to appoint any person they may see fit to act as Trustee in any Trust Deeds now held or hereafter to be held by said The Scottish American Mortgage Company" Limited, negotiated with it by Francis Smith and Company, and Francis Smith, Caldwell and Company, or hereafter to be negotiated with said Company by Francis Smith, Caldwell and Company in the place and stead of Albert S. Caldwell the Trustee now named in said Trust Deeds, whenever said Albert S. Caldwell cannot act for any reason or is unwilling to act and signifies his unwillingness or incapacity by resignation of his Trust; and said The Scottish,

J Guthrie Smith

J Duncan Smith

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Scottish American Mortgage Company" Limited, hereby ratifies and confirms all the acceptances of Mortgages in Louisiana heretofore accepted for said Company by Francis Smith or Albert S. Caldwell or Bolton Smith, and hereby grants full power to said Francis Smith, Albert S. Caldwell and Bolton Smith or either of them to accept Mortgages in Louisiana in all Loans hereafter to be made by said Company in said State; giving and granting unto its said attorneys in fact full power and authority in the premises to do and perform the acts herein set forth as fully and to all intents and purposes as said The Scottish American Mortgage Company" Limited, by its proper

officers might or could do if personally present. In witness whereof  
 the said, the Scottish American Mortgage Company Limited  
 has caused this present to be signed in its corporate name by its Chairman  
 of Directors John Guthrie Smith and attested by its managing Director  
 James Duncan Smith, and its corporate seal to be affixed hereunto  
 upon the ninth day of March one thousand eight hundred and  
 eighty seven. J. Guthrie Smith  
 Chairman of Directors

Attest  
 J. Duncan Smith  
 Managing Director of said Company

Consulate of the United States  
 of America at Leith, Edinburgh,  
 United Kingdom of Great  
 Britain and Ireland } SS

On this tenth day of March a.d. 1887  
 before me Oscar Malmoos United States Consul at Leith, Edinburgh,  
 personally appeared John Guthrie Smith and James Duncan Smith to me  
 personally known to be the identical persons described in and who subscrib-  
 ed as Chairman of Directors and managing Director respectively  
 of the "Scottish American Mortgage Company" Limited, and on  
 behalf of said Company the foregoing. Instrument and acknow-  
 ledged that they voluntarily executed the same as the free act and deed  
 of said Company for the uses and purposes therein expressed having  
 authority, and being specially directed so to do by the Board of  
 Directors of said Company. Witness my hand and the  
 Seal of this Consulate at Edinburgh, Scotland the day month and  
 year last above written

Oscar Malmoos.  
 U.S. Consul

Dobbins & Dagg } Filed record 1140 and a/c 14th a.d. 1890  
 J. S. Pop atty }  
 H. V. Gaudin } Recorded a/c 21st a.d. 1890  
 Chauncy Clerk }

To the Chauncy Clerk of Madison County,  
 State of Mississippi. We hereby authorize and empower you to enter  
 satisfaction in full upon the records of Madison County of that certain  
 Deed of Trust executed by Albert Maas & Theresa Maas on the fourth



day of (May) 1885. to secure this note to our selves for the sum of ~~2458 00~~  
 Twenty Four Hundred and Fifty Eight 00 Dollars, said Deed of Trust being  
 recorded on page # 244 Book S.D. of the records of said County of  
 Madison State of Mississippi.

Witness our hands at New Orleans La. This 29th day of March A.D. 1890  
 Dobbin & Daguey

Dobbin & Daguey } Filed for record 11:45 a.m. A.D. April 14th 1890  
 Y. S. Deed }  
 Carrie Maas & } Recorded April 21/90  
 Rosa Maas }

In consideration of the sum of six  
 hundred dollars cash in hand paid us by Carrie Maas and  
 Rosa Maas of Lauderdale County, Miss, the receipt of which is hereby  
 acknowledged, we Dobbin & Daguey a mercantile firm doing  
 business in New Orleans La, do hereby receive, release quit claim  
 and convey unto the said Carrie Maas and Rosa Maas all  
 our right title and interest of us, and to the following descri-  
 bed Real Estate lying being, and situated in Canton Mad-  
 ison County State of Mississippi to wit, that property conveyed  
 to Dobbin & Daguey by Wm. Thomas substituted Trustee on March  
 18th 1886 by deed recorded in record Book S.D. pp 634 in the  
 Chancery Clerk's office of Madison County State of  
 Mississippi, and being that certain lot fronting forty nine  
 (49) feet on the north side of Center street, and running  
 back two hundred (200) feet from said street, with one frame  
 stone house situated thereon, said stone house being 24  
 feet wide and 30 feet deep, said lot being No two  
 (2) in square No two (2) of said City of Canton, except so  
 much of lot No. Two (2) as was conveyed by Jefferson  
 Love to Anna Mariah Ernest, and except fifteen feet off of  
 north end of the same, said lot being the same property which  
 was conveyed by Lehonaw Abraham & Co of New Orleans La, to L.  
 Maas by deed dated June 19th 1848, and recorded in Book  
 O.O. pp. 232 of the records of deeds of Madison County; also  
 that other lot in said City of Canton adjoining that above mentioned,  
 being (30) thirty feet off the east side of Lot No Two (2) in square  
 No Two (2) of said City of Canton fronting (30) thirty on Center  
 street and running back two hundred two (200) feet with a brick stone  
 house situated thereon, said stone house being 30 feet wide and 100 feet deep, said properties

being the same as conveyed by The Germania National Bank of New Orleans La, to Leopold Maas by deed dated April 1<sup>st</sup> 1890 and recorded in book No. 26, pp 89. of the record of deeds of Madison County Miss. It is here by expressly agreed and understood that we have received said sum of five hundred dollars as the consideration for this conveyance and also in full satisfaction and payment, of all claims and demands which we hold against J. Maas and A. Maas, and all heirs at law claiming and interest in and to said property, the rents and profits from said property above conveyed are reserved and retained by said Dobbins and Dagg, until the first day of April 1890, and shall belong to them - after the said 1<sup>st</sup> day of April 1890, the tenants of said property can pay rents to said Carrie and Rosa Maas

Witness our hands and seals this 29<sup>th</sup> day of March A.D. 1890

Dobbins & Dagg

by Jas. P. Dobbins a member of said firm

State of Louisiana }  
Parish of Orleans }

Personally appeared before me William Armstrong, Commissioner for the State of Mississippi, residing at New Orleans State of Louisiana the named, named, James P. Dobbins a member of the mercantile firm of Dobbins and Dagg of New Orleans La, who acknowledged that in the name and behalf of the said mercantile firm of Dobbins & Dagg, he signed and delivered the foregoing instrument on the day and year therein mentioned, given under my hand this 29<sup>th</sup> day of March 1890

Wm Armstrong

Commissioner for the State of Mississippi

Theresa Maas

To } Deed

Carrie Maas

Rosa Maas

State of Mississippi

County of Lauderdale }

Filed for Record at 11<sup>00</sup> a.m. April 14<sup>th</sup> 1890

Recorded Apr 22<sup>nd</sup> A.D. 1890

Know all men by these presents that I Theresa Maas of the City of Meridian State of Mississippi County of Lauderdale in consideration of the sum of five hundred (\$500.00) in hand paid to Dobbins & Dagg a mercantile firm doing

business in the City of New Orleans and State of Louisiana for the receipt of my indebtedness due them paid by Carrie Maas and Rosa Maas of the State and County above said & the receipt of which I do here by acknowledge. I do here by sell and convey to said Carrie Maas and Rosa Maas their heirs and assigns and the survivors of them & their heirs and assigns of the survivors of them forever all my rights title & interest in & to the real estate of which Leopold Maas my husband deceased; bequeathed me to me for my lifetime. Said real estate consisting of a certain Store house & lot in Livingston State of Mississippi & County of Madison also a certain Brick Store house situated in the City of Canton County of Madison and described as follows 30 feet off the east side of lot no (2) two in square no (2) two of said City of Canton fronting 30 feet on Center Street & running back two hundred (200) feet with a brick Store house situated thereon said Store house being 30 feet wide and 100 feet deep, said property being the same as conveyed by the Hibernia National Bank of New Orleans La. to Leopold Maas by deed dated April (1<sup>st</sup>) first AD 1895 and recorded in book K. K. pp 89. of the records of deeds of Madison County Mississippi. Also one other lot fronting forty nine (49) feet on the north side of Center Street and running back two hundred (200) feet from said street with one frame Store house situated thereon said Store house being twenty four (24) feet wide and fifty (50) feet deep said lots being no (2) two in square no (2) two of said City of Canton except so much of lot (no 2) two as was conveyed by Jefferson Love to Anna Mariah Ernest, and except fifteen feet off of north end of the same, said lot being the same property which was conveyed by Lehman Abraham & Co of New Orleans La to L. Maas by deed dated June 19<sup>th</sup> 1898 and recorded in Book O. C. pp 232. of the record of deeds of Madison County & State of Mississippi, and in consideration of the six hundred hundred dollars paid to Dobbins & Sagoy of New Orleans La for a receipt in full of all demands due them by me, I here by guarantee the title to the above described property and forever agree to defend witness my hand & seal This 8<sup>th</sup> day of April AD, 1890

The State of Mississippi

Theresa Maas

Lauderdale County } Before me J. L. Spinks a Justice of the peace in and for said County personally came Theresa Maas, who acknowledged that she signed, sealed and delivered the foregoing deed as her own act and deed.

Witness my hand & seal April 8<sup>th</sup> 1890. J. L. Spinks J. P. Seal

J. Maas Albert, Maas  
 David, Maas Carrie Maas  
 and Rosa Maas } Filed for record April 18<sup>th</sup> 10 a.m. 1890  
 J. B. Maas Trustee used } Recorded April 22<sup>nd</sup> a.d. 1890  
 Aaron Maas }

Whereas, Me J. Maas, Albert Maas, David Maas, Carrie Maas & Rosa Maas of Lauderdale County and State of Mississippi indebted to Aaron Maas of Dallas County State of Alabama in the sum of four hundred dollars, as evidenced by promissory note dated April 12<sup>th</sup> 1890 and due April 1<sup>st</sup> 1891, and over the said J. Maas, Albert Maas, David Maas, Carrie Maas, & Rosa Maas, being desirous to secure, by this deed of trust, the prompt payment of said indebtedness at maturity; & should the above described note be paid, on or before maturity with a legal rate of interest from date until paid, this deed is then to be void & of no effect. Therefore, me the said, J. Maas, Albert Maas, David Maas, Carrie Maas, & Rosa Maas, do hereby, grant, bargain, sell and convey to B. Maas of Madison County, Mississippi, as Trustee, the following described property situated in Canton Madison County State of Mississippi and described as follows. That lot in the City of Canton fronting 49 feet on the north side of Centre Street & running back from said street 200 feet, being lot no. 2, in square no. 2, of said City of Canton except so much of said lot no. 2 as was conveyed by Jefferson Love, to Anna Maria Ernest & except 15 feet off the north end of same, said lot being the same property as was conveyed by Lehman Abraham & Co. of New Orleans La, to L. Maas by deed dated June 19<sup>th</sup> 1846. Said lot having one frame stone house situated upon it, 24 feet wide & 50 feet long & recorded in Book Q.C. pp 232 of the records of deeds of Madison County Mississippi, also that other lot in said Canton with one brick stone house, situated upon it 30 feet wide and 100 feet deep, adjoining that above mentioned 30 feet off the east side of lot no. 2, in square no. 2, of said Canton fronting 30 feet on Centre Street & running back north 200 feet said property being the same as conveyed by the Hibernia National Bank of New Orleans La, to Leopold Maas by deed dated April 1<sup>st</sup> 1875 & recorded in Book 162, page 89 of the records of deeds of Madison County Mississippi, and me the said, J. Maas, Albert, Maas, David, Maas, Carrie Maas & Rosa Maas, do hereby Covenant to and with the said Trustee, and the said Aaron Maas that the said property, is free from all incumbrances and that we have good right to sell and convey the same

Subscribed in full Aug 7<sup>th</sup> 1895  
 B. Maas Trustee



and we the said J. Maas, Albert Maas, David Maas, Carrie Maas & Rosa Maas, do fully authorize said Trustee, or failure to pay said indebtedness at maturity, to sell said property here by conveyed for cash, to the highest bidder, on giving twenty days notice of the time and place of sale, by advertising the same in some newspaper, published in the County of Madison, or by posting notices of the time and place of said sale in the public places in said County for the time aforesaid, and out of the proceeds of said sale to pay said debt and expenses of executing this Trust.

It is further agreed, that in case of the death or neglect or refusal of said Trustee to act, the said Aaron Maas, or legal representatives, shall have the power, by written endorsement on this deed of trust to appoint another Trustee, with the same powers of sale as the Trustee herein appointed.

Witness our hands and seals this 12<sup>th</sup> day of April 1890

J. Maas (Seal)

Albert Maas, David Maas (Seal)

Carrie Maas, Rosa Maas (Seal)

State of Mississippi }  
Lauderdale County }

Personally appeared before me J. L. Spruick a Justice of the Peace in and for said County the above named J. Maas, Albert Maas, David Maas, Carrie Maas, & Rosa Maas who acknowledged that they signed sealed and delivered the foregoing deed of trust, on the day and year therein mentioned as their act and deed, given under my hand and seal this 12<sup>th</sup> day of April ad. 1890.

J. L. Spruick J. P. (Seal)

W. B. Pratt

W. S. Reed

W. F. Woodman

} Filed for record Apr 22 9 am. ad. 1890

} Recorder, Apr 22<sup>nd</sup> ad. 1890

State of Mississippi }  
Madison Co. }

Whereas by a certain deed executed by Sarah Woodman on the 1<sup>st</sup> day of March 1878 to John Otis Trustee, the said Sarah Woodman conveyed to said Otis the following described lands in Madison County, Mississippi to wit the SE 1/4 Sec 31, the N 1/2 of NE 1/4 & NW 1/4 & SE 1/4 & N 1/2 SE 1/4, Sec 32, all in Township 9

Range 1 and said Conveyance being in trust to secure the  
 payment of a certain promissory note in said deed mentioned  
 payable to the order of J. L. Hayward on the 1st day of March 1880  
 (the date of payment of which note was afterwards extended  
 by agreement of the parties thereto to Jan'y 1st 1884 said agreement  
 endorsed upon said note) said deed being of record in the County  
 Clerk's office of said County, Book on m. p. 499, and whereas  
 said J. L. Hayward, did in pursuance of a power conferred upon  
 him by the said deed in trust, on the 13th day of March 1890  
 appoint in writing F. D. Pratt, as substituted trustee to execute the  
 provisions of said deed in trust, which said written appointment  
 is annexed hereto as a part of this Conveyance, and whereas  
 the said J. L. Hayward did on the 18th day of March 1890 advise  
 said F. D. Pratt that said note with interest thereon was wholly due  
 & unpaid & did demand of him to proceed to execute the provisions of  
 said deed in trust, and whereas the said F. D. Pratt having  
 accepted said appointment of substituted trustee, did on the  
 18th day of March 1890 post at the Post office in Canton in  
 said County & at the Court House door & at European Hotel  
 in said Canton written notices that I would on the 19th day  
 of April 1890 in pursuance of the powers conferred in said  
 deed & said written appointments sell at public outcry  
 to the highest bidder for cash, at the south door of said Court  
 House, between the hours of 11 o'clock a.m. & 2 o'clock p.m., the  
 above described lands; a copy of which said notice is attached  
 hereto as a part of this Conveyance, and whereas I did in  
 pursuance of said notice on said April 19th 1890, sell for  
 sale said lands to the highest bidder for cash at public outcry,  
 at said Court House door at 12 o'clock noon, at which said  
 sale W. F. Woodman bid for said lands the sum of three  
 thousand dollars & he being the highest bidder, said lands were  
 struck off to him as the purchaser thereof. Now therefore in consideration  
 of the premium & in consideration of the sum of three thousand  
 dollars to me paid by the said W. F. Woodman, & the said F.  
 D. Pratt substituted trustee do hereby sell & convey to the  
 said W. F. Woodman all the lands herebefore described  
 to have and to hold the same to him the said W. F. Woodman  
 his heirs & assigns forever. In witness whereof I have hereunto  
 set my hand this 19th day of April 1890  
 F. D. Pratt

State of Mississippi }  
Madison County }

Personally appeared before me a Justice of the Peace in & for said County & State F. D. Pratt who acknowledged that he signed & delivered the foregoing deed on the day & year & for the purposes therein mentioned as his free act & deed

April 19<sup>th</sup> 1890

A. J. Dransford J.P.

Whereas on the 1<sup>st</sup> day of March 1878 Sarah Woodman executed a deed to certain lands in Madison County Mississippi to John Otis in trust to secure the payment of a certain note to the undersigned J. Lester Hazard, said deed in trust being of record in the Chancery Clerk's office of said County Book Mon. page 500, and whereas it is provided by the terms of said deed in trust that should the said John Otis be from any cause unable to act as such trustee that the undersigned may appoint a trustee in place of said Otis, and whereas the debt which said deed was given to secure, is still unpaid & due & the said John Otis is unable to act in the premises by reason of having removed from said State, now therefore in consideration of the premises I the said J. Lester Hazard do hereby appoint F. D. Pratt Trustee in place & stead of said John Otis and I hereby direct the said F. D. Pratt to proceed to execute the provisions of said deed by sale of the lands conveyed therein. Witness my hand this 13<sup>th</sup> day of March 1890. J. Lester Hazard

State of Vermont }  
County of Rutland }

Personally appeared before me a Notary Public in & for said County & State J. Lester Hazard who acknowledged that he signed & delivered the foregoing instrument on the day & year & for the purposes therein mentioned as his free act & deed.

Witness my hand & seal of office at Fair Haven  
This 13<sup>th</sup> day of March 1890

Erastus W. Phelps

Notary Public

Rutland Co

Trustee Sale, By virtue of the provisions of a certain deed in trust executed on the 11<sup>th</sup> day of March 1878 by Sarah Woodman to John Otis Trustee to secure S. L. Hazard Jr in the payment of a certain promissory note in said deed of trust mentioned default having been made in the payment of said note I will as substituted trustee expose for sale at public outcry to the highest bidder for cash, the lands in said deed of trust mentioned, or a sufficient amount of said land to pay said note, said lands are described as follows the NE 1/4, Sec 31 the N 1/2, NE 1/4, & N N 1/4, & S W 1/4, & S 1/2, SE 1/4, Sec 32 are in Township 9 R. 1 West in Madison County Miss Containing 640 acres (more or less) said sale will be made at the south door of the Court House at Canton in said County on Saturday April 19<sup>th</sup> 1890 between the hours of 11 am and 2 P.M.

Y. D. Pratt

Canton March 18<sup>th</sup> 1890 } Substituted Trustee.

I Certify that this notice was posted at the Post office in Canton Miss March 18<sup>th</sup> 1890 & remained so posted until April 19<sup>th</sup> 1890 & that duplicate copies of same were in like manner posted at Court House door & European Hotel.

Y. D. Pratt

W. F. Woodman,  
To S. L. Hazard Jr in Trust  
Y. D. Pratt Trustee  
To S. Secure  
S. L. Hazard Jr

Filed for Record April 22 11 am. 1890

Recorded April 22 ad. 1890

Whereas, J. W. F. Woodman an indebted to S. L. Hazard Jr in the sum of Twelve hundred Dollars evidenced by my promissory note of even date herewith for said sum of \$1200<sup>00</sup>, payable to the order of said S. L. Hazard Jr five years after date with interest at the rate of seven per cent per annum payable semi annually, Now therefore in consideration of the premises & to secure the payment of said note at maturity & the interest thereon as the same shall fall due, I the said W. F. Woodman do hereby sell convey & warrant to Y. D. Pratt the



following described lands in Madison County Mississippi  
 to wit the SE 1/4 Sec 31 & 1/2 of NE 1/4 & NW 1/4 & SW 1/4 &  
 1/2 of SE 1/4 Sec 32 all in Township 9 Range 1 West  
 To have and to hold the same to him the said Pratt his  
 assigns & successors forever. In trust however for the  
 purposes herein expressed; If said note is not paid at  
 maturity it shall become the duty of said Pratt or his  
 successor to sell said lands at auction to the highest  
 bidder for cash at the south door of the Court House in  
 Canton in said County & to execute to the purchaser  
 of same proper deed of conveyance. The proceeds of  
 such sale shall be applied to the payment of the  
 expenses of executing the provisions of this deed & to the  
 payment of said note & all interest thereon and the resi-  
 due if any paid to me. Notice of such sale shall be  
 posted at said Court House door 10 days prior to the  
 day of sale. Said Haggard or whoever may become  
 the legal holder of said note may in writing appoint  
 some other person to act as trustee in place of said Pratt  
 whenever he shall for any reason deem it advisable  
 & for his interest so to do & such person so appointed shall  
 upon such appointment become vested with the the  
 legal title to said lands, with all the provisions herein  
 conferred upon said Pratt.

Witness my hand this 19 day of April  
 1890

State of Mississippi  
 Madison County  
 W. F. Woodman

Personally appeared before me  
 a Justice of the Peace in & for said County W. F.  
 Woodman who acknowledged that he signed &  
 delivered the foregoing deed on this day & year & for  
 the purposes therein mentioned as his free act and deed  
 April 19th 1890  
 A. J. Crawford J.P.

Lena H. Luce } Filed for record 7 day of April 8<sup>20</sup> am. 1890  
 To J. W. S. }  
 Clayton M. Collins } Recorded April 23<sup>rd</sup> a.m. 1890  
 In consideration of one hundred Dollars  
 cash in hand paid me by Clayton M. Collins. I have of the

The note mentioned in this deed has been fully paid  
 this day & this deed is hereby cancelled  
 Feb 23-1891 - S. Haggard by O. C. Woodman  
 Attorney in fact by order of  
 Court in Power of Attorney Book 211

Children of Geo. J. Hulme) do hereby convey & warrant unto the said Clayton M. Colburn all my right title & interest of in & to the following described lands lying & being in Madison County, State of Mississippi to wit: E 1/2 NE 1/4 & E 1/2, SE 1/4, Sec 31. and W 1/2 NE 1/4 & W 1/2 Sec 32, T. 8. R. 1. W. WITNESS my hand & seal this the 12<sup>th</sup> day of December A.D. 1888

The State of Texas } Lema H. Luce (Seal)  
 County of Uvalde }

Before me R.E. Jones, Notary Public in and for said County and State; on this day personally appeared, Lema H. Luce introduced by Mr. A. Lue to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24<sup>th</sup> day of December 1888  
 R.E. Jones Notary Public Uvalde Co Texas

Sallie J. Lipscomb & } Filed for record apl 4<sup>th</sup> 8, 22<sup>nd</sup> am. ad. 1890  
 J.O. Lipscomb }  
 703 Mar. 5<sup>th</sup> } Recorded apl 23<sup>rd</sup> ad 1890  
 Clayton M. Colburn }

In consideration of one hundred Dollars Cash paid me I (one of the children of Geo. J. Hulme) do hereby convey & warrant unto Clayton M. Colburn all my right & title of in & to the following described lands lying in Madison County, State of Mississippi to wit: E 1/2 NE 1/4, & E 1/2 SE 1/4 Sec 31 and W 1/2 NE 1/4 & W 1/2 Sec 32, T. 8. R. 1 West. WITNESS my hand & seal this the 12<sup>th</sup> day of December A.D. 1888

Sallie J. Lipscomb (Seal)  
 J.O. Lipscomb

The State of Texas }  
 Caldwell County }

Before me A. McDowell, a Notary Public in & for said County & State on this day personally appeared J.O. Lipscomb to me well known to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed & executed the same for the purposes & considerations therein expressed, and at the same time personally appeared Mrs Sallie J. Lipscomb, wife of said J.O. Lipscomb to me well known to be the person whose name is subscribed to the foregoing instrument, & having been examined by me privately & apart from her husband and having the same fully explained to her, she, the said Sallie J. Lipscomb acknowledged such instrument to be her act and deed and declared

That she had willingly signed the same for the purpose and  
considerations therein expressed and that she did not wish to  
retract it. Given under my hand and seal of office on this the  
19<sup>th</sup> day of December A.D. 1888

J. S. McJannet V.P. Lebo Texas

M. A. Hulme  
Geo. J. Hulme  
L. H. Graves  
To's Mar. Deed  
Clayton M. Colburn

Filed for Record a/c 14<sup>th</sup> 824 a.m. A.D. 1890

Recorded a/c 23 A.D. 1890

In consideration of one thousand Dollars cash in  
hand paid us by Clayton M. Colburn the receipt of which is hereby  
acknowledged & for the further consideration of fifteen hundred  
Dollars as is evidenced by the two promissory notes of even date  
herewith due and payable to the order of M. A. Hulme in  
one & two years from date respectively both executed by  
the said Clayton M. Colburn & each for the sum of seven  
hundred & fifty Dollars & bearing interest from January 1<sup>st</sup>  
1889 until paid at the rate of ten per cent per annum,  
we M. A. Hulme, Geo. J. Hulme, and Lucilla, H. Graves (the  
last named being one of the children of Geo. J. Hulme)  
do hereby convey & warrant unto the said, C. M. Colburn the  
following described lands lying & being in Madison County,  
State of Mississippi to wit "Six" E 1/2 NE 1/4, & E 1/2, SE 1/4, of  
Section 31 and N 1/2, NE 1/4, & W 1/2, Section 32, Township 8, Range 1  
West, all upriser on Vendors Lien is hereby reserved & retained  
upon all of the above described lands, to secure the payment of  
said two promissory notes in favor of the said M. A.  
Hulme and her assigns. In witness whereof we have hereunto set  
our hands & seals this the 12<sup>th</sup> day of December A.D. 1888

M. A. Hulme (Seal)  
Geo. J. Hulme (Seal)  
L. H. Graves (Seal)

State of Mississippi }  
Madison County }

Personally appeared before the undersigned, a Justice of the  
Peace of said County the within named, M. A. Hulme, G. J. Hulme, and L. H. Graves  
who acknowledged that they signed sealed and delivered the foregoing deed  
on the day and year therein mentioned as their act and deed. Given under my hand this  
the 13<sup>th</sup> day of December A.D. 1888. J. B. Houston J.P.

Clayton M. Colburn } Filed for record apr 7 8<sup>25</sup> am a.d. 1890  
 vs D. B. }  
 Maggie A. Hulme } Recorded apr 23<sup>rd</sup> a.d. 1890

In consideration of the Cancellation and delivery to me, Clayton M. Colburn of my two notes of seven hundred & fifty Dollars, each, bearing date Dec 12<sup>th</sup> 1888 & payable to the order of, M.A. Hulme in one & two years from this date respectively, which delivery & cancellation is herewith made & acknowledged, the said two notes being the ones set out in the deed from, M.A. Hulme & J. H. Graves to Clayton M. Colburn of said date Dec 12<sup>th</sup> 1888, I, Clayton M. Colburn do hereby promise, release, quit claim & convey unto Maggie A. Hulme, the following described lands in Madison County, State of Mississippi to wit, the E 1/2, NE 1/4, & E 1/2, SE 1/4, Sec 31 & W 1/2, NE 1/4, & W 1/2, Sec 32, Town, 8 Range, 1 west  
 Witness my hand & seal this the 1<sup>st</sup> day of apr ad 1890  
 Clayton M. Colburn (Seal)

State of Mississippi }  
 Madison County }

Personally appeared before the undersigned Mayor of Florissant & ex officio J.P. in and for said County & State the within named Clayton M. Colburn who acknowledged that he signed and delivered the foregoing instrument on the day & year above mentioned.

Witness my hand this the 2<sup>nd</sup> day of April ad. 1890  
 J. B. Hutson Mayor & ex officio J.P.

William H. Bole } Filed for record 5<sup>10</sup> P.M. apr 10<sup>th</sup> ad. 1890  
 vs D. B. }  
 Madison County } Recorded apr 23<sup>rd</sup> ad. 1890

State of Mississippi }  
 Madison County }

For and in consideration of the sum of one hundred dollars, I, Convey grant bargain and sell to William H. Bole that portion of land lying and being in the County of Madison and State of Mississippi and described as the north half of the north half of the East half of the North East quarter of section thirty one Township ten Range four east, twenty acres more or less, said land was conveyed to me by John Lusk, Trustee and recorded in Book D.V. page 248 of the records of said County



Witness my signature this the 10<sup>th</sup> day of April 1890

A Garbino

State of Mississippi }  
Madison County }

Personally appeared before the undersigned  
Clerk of the Chancery Court of Madison County the within named  
A Garbino who acknowledged that he signed and delivered  
the foregoing instrument on the day and year therein mentioned as  
his act and deed

Given under my hand and seal of office

this the 10<sup>th</sup> day of April 1890

H. V. Gaudin Clerk

H. W. Blakeman D.C.

Donie O'Leary }  
Vince and Mary Jones }  
To S. Deed }  
William H. Bole }

Filed for Record April 9<sup>th</sup> 9<sup>40</sup> am. ad. 1890

Recorded April 24<sup>th</sup> ad. 1890

In consideration of the sum of sixty dollars, J. Donie O'Leary of  
his at Law of Vince and Mary Jones deceased, Convey, warrant, grant, bargain and sell to William  
H. Bole that parcel of land lying and being in the County of Madison and State of Mississippi and  
described as the south half of the north half of the east half of the north east quarter of section  
thirty one, Township Ten of Range four east, Twp. 10 N. R. 4 E. and being the same land  
conveyed by C. M. O'Leary and his wife to Vince and Mary Jones, and recorded in  
record Book N. N. page 44 of the records of Madison County.

Given under my hand this the 9<sup>th</sup> day of April 1890

Witness

Donie O'Leary  
<sup>his</sup>  
man

M. O. Baldwin

State of Mississippi }  
Madison County }

Personally appeared before the undersigned  
H. V. Gaudin Clerk of the Chancery Court of Madison County the within  
named Donie O'Leary who acknowledged 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 seal of office

on this the 9<sup>th</sup> day of April ad. 1890

H. V. Gaudin Clerk

H. W. Blakeman D.C.

L. R. Hayes.

Bulah O. Hayes

To } \$100

W. O. Baldwin Trustee

use of  
George Buckley

Filed for record 11th day of March 9th day. A.D. 1890

Recorded April 24th A.D. 1890

Satisfy bill in full by payment by family  
George Buckley

Whereas L. R. Hayes and Bulah O. Hayes owe George Buckley Four hundred dollars by their promissory note of same date with this instrument for said amount, due and payable twelve months after date and bearing interest at the rate of ten per cent per annum from date until paid, and whereas said L. R. and Bulah O. Hayes are anxious to secure the payment of said indebtedness at the maturity thereof; therefore in consideration of ten dollars to them paid by W. O. Baldwin (Trustee) the receipt hereof is hereby acknowledged, the said L. R. Hayes and Bulah O. his wife, conveyes and warrants unto said W. O. Baldwin the lands and property, situate in the County of Madison and State of Mississippi, and described as Viz: The fourth or east quarter less Eleven acres off the South East corner of Sec 14, and Lot No 10, E & S. L. Sec, five (5) and west half section fifteen (15) all in Township nine of north, Range five East - 490 acres more or less. This conveyance is in trust, and upon the following conditions, should said L. R. and his wife Bulah O. Hayes pay said, indebtedness, and interest owing thereon, at maturity, this conveyance shall be void, otherwise at the request of said George Buckley or the legal holder of said note or either of them, the said W. O. Baldwin or any successor appointed in his place shall sell said property and land or a sufficiency thereof, to satisfy the indebtedness afore said then unpaid after having given twenty days notice of the time place and terms of sale, by posting written notices at three or more public places in said County, said sale to be before the south door, of the Court house in Canton, Madison County, Mississippi and out of the proceeds arising from such sale, the costs and expenses of executing this Trust shall first be paid, next the amount of said indebtedness then remaining unpaid, and lastly any balance remaining shall be paid to L. R. Hayes and his wife Bulah O. The said George Buckley or the legal holder of said note or either of them are hereby authorized to appoint another Trustee and the place of said Baldwin if from any cause the said Baldwin shall not be present, able and willing to execute this Trust, and such appointee shall have full power as Trustee herein, Witness our signatures this 6 day of March 1890

L. R. Hayes  
Bulah O. Hayes

The State of Mississippi }  
Madison County }

Personally appeared before me John T. Lockett, the undersigned member Board Supervisors in and for said County, the within named L. R. Hayes and Dulach O. Hayes who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed

Given under my hand this 6 day of March 1890

John T. Lockett

M.P.S.

St. Mountfort Jones }  
To or as Deed }

Filed for Record, 1st April ad. 1890 10. am

Martha T. Bledsoe

Recorded April 25<sup>th</sup> ad. 1890

In consideration of the sum of Four hundred & ninety five dollars cash in hand paid me by Martha T. Bledsoe the receipt of which is hereby acknowledged I St. Mountfort Jones do hereby convey and warrant unto the said Martha T. Bledsoe forever the following described Real Estate lying, being & situated in the City of Canton County of Madison & State of Mississippi to wit: Lot No. 1 in square 11, less one foot off the west side of said lot, according to the original plan of the town of Canton also that parcel of land described as beginning at the north east corner of said Lot 1 and running thence north 95 feet & thence west 99 feet & thence south 95 feet and thence East 99 feet to the point of beginning, the property above conveyed fronting 99 feet on north street & running back north 235 feet witness my hand & seal this the 15<sup>th</sup> day of March ad. 1890

M. Jones (Seal)

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Henry V. Yancey Clerk of the Board of the said County the within named M. Jones who acknowledges that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed Given under my hand and official seal at office this 15<sup>th</sup> day of March ad. 1890

H. V. Yancey Clerk

Martha J. Bleasor  
W. or Bleasor  
Trustee of Trust  
M. H. Rowell

Filed for record April 1st 10<sup>5</sup> AM, AD, 1890  
Recorded Apr 22<sup>th</sup> AM, 1890

In consideration of Ten Dollars to us paid me, Martha J. Bleasor & her husband W. or Bleasor, of the City of Canton, in the County of Madison, and State of Mississippi. Comy and warrant to M. H. Rowell Trustee the lands situate lying and being in the City of Canton County of Madison and State of Mississippi, described as, Lot 1 in square 11 according to the original plans of the Town of Canton and also that parcel of land, described as beginning at the N.E. corner of said lot 1 and running thence north 95 feet, thence west 99 feet thence south 95 feet & thence East 99 feet to beginning, all the above making a lot 99 feet, E & west, & 235 feet, north and south, fronting north street 99 feet and running back north 235 feet, & lying on the west side of Union Street. In Trust nevertheless and for the following purposes and purposes; Now if ore or our heirs executors administrators or assigns, shall ore and truly pay the sum of six hundred & fifty, Dollars due and owing, by me, to The Home Mutual Building and Loan Association of Canton Mississippi, a corporation created by and, existing under the laws of the State of Mississippi, which said indebtedness is evidenced by an obligation in writing in words and figures following to wit, \$650.00

Canton Miss April 1<sup>st</sup> 1890.

Whereas a member of The Home Mutual Building and Loan Association of Canton, Mississippi, and holders of 44 shares of stock of the 1<sup>st</sup> series, I have obtained a loan from said Association of the sum of two hundred dollars upon each of said, shares of stock, as required by its act of Incorporation and the amendments thereto and its Constitution and the rules and regulations adopted thereunder & I do hereby promise to pay to said Association, in monthly installments, on the first Tuesday in each and every month, interest upon said loan at the rate of 8 per centum, per annum, and also on the first Tuesday in each and every month, the sum of one dollar for monthly dues upon each of said shares of stock, and also such fines as shall be assessed against me in accordance with said acts of incorporation and the Constitution and rules and regulations, adopted thereunder for any default, I make in the prompt and punctual payment of said installments of interest and monthly dues; said payments to continue until the payments made to

65 feet (set by fence) off of the width east of the property since taken this  
sent - but is returned - July 10<sup>th</sup> & withdrawn - must be  
Satis factum - well by order W. H. Rowell copy  
July 15<sup>th</sup> 1892 well Comell



Said association on account of said 1<sup>st</sup> series of stock, for interest on loans and other receipts after deducting losses and expenses, shall be sufficient to dividend to each shareholder the sum of two hundred dollars upon each share of stock, held in said association. & I further promise to pay immediately upon default in the payment of any installment of monthly dues or interest upon said loan, or any part thereof, to the said association, the sum of six hundred & fifty dollars together with all arrearages, of monthly dues, interest and fines, due from me, to said Association after deducting the value of said shares of stock at the time of said default, according to the rules and regulations of said Association

Signed Martha T. Pledson

Now if, I, or my heirs, executors, administrators or assigns, shall well and truly pay said obligation when the same shall become due and payable, and faithfully perform all of the undertakings and promises therein contained, according to its tenor and effect, and shall promptly and punctually, pay the sum of one dollar upon each share of stock in said association held by me, on the first Tuesday in each and every month, until each of said shares of stock, shall be equal in value to the sum of two hundred dollars, and shall pay, interest at the rate of 8 per cent. per annum upon said loan, in monthly installments on the first Tuesday in each and every month, and any fines assessed for default in the payment of the monthly dues and installments and interest as aforesaid in accordance with the rules and regulations of said Association, and keep the buildings upon said premises at all times insured against destruction by fire, for the benefit of said association in such Insurance Company, as said association, acting through its Board of Directors, shall designate, for the sum of Five Hundred Dollars, and shall pay all lawful taxes and assessments made upon said premises when the same shall become due and payable; then this conveyance shall be void and of no effect, and the estate hereby created shall cease and determine. But should I or my heirs, executors, administrators, or assigns, make default and fail to pay said monthly dues, installments of interest and fines, or any part thereof, or fail to keep the buildings upon said premises insured against destruction by fire, as hereinbefore specified, or to pay all lawful taxes and assessments upon said premises, when the same shall become due and payable according to law, then and in that event

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

do here by release unto the said parties herein before named as  
Trustees, and their heirs and assigns all right of homestead  
in the above granted premises.

Witness our signatures this 1st day of April 1890

W. N. Blesoe

Martha J. Blesoe

State of Mississippi }  
Madison County }

Personally appeared before me W. V. Gaudell  
Clerk of the Chancery Court of the County of Madison this  
within named, W. N. Blesoe & Martha J. Blesoe who acknowl-  
edged that they signed and delivered the foregoing deed  
on the day and year therein mentioned.

Given under my hand this 1st day of April 1890

W. V. Gaudell Clerk

Dr J. O. Payne et ux }  
& John Whelan }  
J. O. Mason & }  
Wm. M. Gaudell }

Filed for record 4 P.M. 4th day of April ad 1890

Recorded April 26th ad 1890

In consideration of the sum of Five Hundred  
Dollars Cash in hand paid us, by William M. Gaudell, the  
receipt of which is hereby acknowledged, we Dr. J. O. Payne  
& Ida Payne his wife and John Whelan do hereby convey & warrant  
unto the said William M. Gaudell forever the following described  
land lying being & situated in Madison County, State of Missis-  
sippi to wit, that 20 acres of Land described and conveyed in the  
deed from Phoebe Ann Livingston & husband to John Simmons, recorded  
in Book L, page 436 in the Chancery Clerk's office of said County and  
described in said Book L, page 458 in deed from said Simmons  
& wife to Astland, said 20 acres being bounded on north by former  
residence property of J. O. Payne, on south by residence property of  
W. B. Strison on East, by property of John Whelan & on west by Cantow  
& Moores Bluff on Camden Road, witness our hands & seals this  
the 29th day of March ad 1890.

J. O. Payne (Seal)

Ida Payne (Seal)

John Whelan

The State of Mississippi }  
Warren County }

Personally appeared before me the undersigned

a Justice of the Peace in and for said County, the within named J.O. Payne and Ida Payne, John Wheeler, who acknowledged that they signed sealed and delivered the foregoing deed, on the day and upon the premises mentioned as act and deed

Given under my hand and seal this 31<sup>st</sup> day of March 1890

April 4<sup>th</sup> 1890  
H. Allen Clerk

W. L. Hammett (Seal)  
Justice of the Peace

Mary S. Cooper by  
Chas. B. Gillmore  
Sub. Trustee  
30<sup>th</sup> Dec  
Wm. T. Shackelford

Filed for record 12<sup>20</sup> o'clock P.M., A.D., 1890 April 2<sup>2</sup>

Recorded April 26<sup>th</sup> A.D., 1890

Whereas on April 10<sup>th</sup> 1883, Mary S. Cooper, executed and delivered in writing a certain deed of trust, to John Handy as trustee to secure Angelo Garborina in the payment of a sum of money therein named evidenced by her note, which deed of trust is recorded in the Chancery Clerk's office of Madison Co. Miss. in Record Book 2, 2, page 122, upon land therein described & offered to. And whereas said deed of trust & note was transferred, duly by said Garborina, to William T. Shackelford, by proper assignment in writing; and whereas John Handy the trustee named in said deed of trust failed & refused & neglected to perform the duties of Trustee in said deed of trust; And whereas the debt secured by said deed of trust had become long since past due and the said Susan T. Shackelford, the legal owner and holder of same had become desirous of collecting said money secured thereby; And whereas the said Susan T. Shackelford, appointed Chas. B. Gillmore in writing Trustee in the place & stead of said John Handy in full compliance with the terms & conditions of said deed of trust, having long since become due, and whereas the said Shackelford, having requested the said Gillmore to enforce said deed of trust by selling said property secured thereby, and whereas on 1<sup>st</sup> day of May 1884, the said Chas. B. Gillmore did post the notices of sale of said property, as required by said deed of trust in the manner & form required, which said note as stated the matters & things fully as required by the terms conditions and provisions of said deed of trust, said note as stating among other things that he would sell said property as required by said deed of trust on the 15<sup>th</sup> day of May A.D. 1884. And whereas on said last mentioned day he the said Chas. B. Gillmore did offer for sale in the manner and form as required by said deed of trust the land therein described and offered to. and being the



land hereinafter described, when Sarah T. Shackelford appeared and bid for the same the sum of three hundred and fifty dollars cash, which was the highest best bid therefor, and whereas she has paid said sum to me, and whereas said Chas. C. Gillmore did in all things comply fully and strictly with the terms conditions and provisions of said deed of trust and with the appointment of him as trustee as aforesaid. Now therefore in consideration of the premiums and the sum of three hundred and fifty cash in hand paid me by said Sarah T. Shackelford the receipt of which is hereby acknowledged. I Chas. C. Gillmore by virtue of the powers vested in me by the terms of said deed of trust an appointment as trustee, do hereby convey and warrant unto the said Sarah T. Shackelford forever all the right to the claim and interest of any S. Cooper of in & to the following described real estate lying being & situated in the City of Canton, County of Madison & State of Mississippi to wit a lot of land 100 x 200 feet described as beginning at a point on the west side of Liberty street 100 feet South of the intersection of Fulton and Liberty streets, and at Thomas Shackelford S.E. Corner thence running West 200 feet thence South one hundred feet thence East 200 feet to Liberty Street and thence North on the west side of Liberty street 100 feet to the point of beginning, being the lot described and conveyed in the deed recorded in Book L L page 28 and 22 page 122 in the Chancery Clerk's office in the said County and State witness my hand and seal this the 15th day of May A.D. 1884

Charles C. Gillmore (Seal)  
Substituted Trustee

State of Mississippi }  
Madison County }

Personally appeared before the undersigned Henry W. Spauld, Clerk of the Chancery Court of the said County the within named Chas. C. Gillmore who acknowledges that he signed and delivered the foregoing deed on the day and year there in mentioned as his act and deed.

Given under my hand and official seal at office this 24 day of March A.D. 1890

H. W. Spauld Clerk

Susan T. Shackelford } Filed for record 12:25 P.M. Apr, 1890

vs. A. Tutum } Bonded Apr 26th Apr, 1890

In consideration of the sum of one hundred & Ten Dollars Cash in hand paid me by A. Tutum the receipt of which is here by acknowledged, I Susan T. Shackelford, do here by convey & warrant unto the said A. Tutum forever the following, described lot of land situated in Canton Madison Co. Mississippi to wit, Beginning on the West side of Liberty Street, at the North East corner, of the Lot, now owned & occupied, by said Tutum, as a residence lot and running thence north along the West side of Liberty St, 15 feet and thence West 200 feet & thence South 15 feet to the N.W. Cor. of said Tutum's Lot & thence East 20 feet to Liberty Street, the point of beginning - Witness my hand and seal this the 2nd day of April A.D. 1890

S. T. Shackelford Seal

State of Mississippi }  
Madison County }

Personally appeared before me, A. J. Braunsford an acting Justice of the Peace of said County & State Mrs Susan T. Shackelford who acknowledged that she signed & delivered the foregoing deed on the day and year therein mentioned as her own act and deed Witness my hand this 2nd day of April 1890

A. J. Braunsford J.P.

State of Mississippi } Chancery Court  
Madison County } of September term 1889

0 2239 Mary J. Childress et al } Final Decree

vs } Filed for record Apr 26th 1890

David E. Jiggitts et al } Bonded April 28 Apr, 1890

The motion to confirm the report of the Commissioners who made partition of the lands hereinafter described, between Kirby J. Jiggitts, Mary J. Childress & Etiga Mayrow coming on for hearing & it appearing that no exception has been filed to said report and it appearing to the Court that the Commissioners W. G. Kearney, G. J. Hulme & C. S. Farley did in August 24th 1889, make partition of & divide the lands held by said parties as Tenants in Common, into three shares in the manner as they are described by a previous order of this Court, which lands are described as The S 1/2, E 1/2, NW 1/4, & E 1/2, SW 1/4, Sec 15 & lots 5 & 7, Sec 9, all in T. 9. R. 1 West lying in Madison County, State of Mississippi and said Commissioners having made their report in writing to this

Court asked confirmation of same & the matter having by decree of date  
 Sept 25<sup>th</sup> 1889, been taken under advisement to be decided in Vacation  
 and it appearing that said Commissioners have in all things, complied fully  
 with Law in such cases made and provided, and that all legal preliminary  
 matters & requisites were complied with & that the partition as made  
 is fair just & equitable and it appearing that Lot 5, &  $8\frac{1}{4}$  acres off  
 the N. end of Lot 7 in sec. 9, &  $E\frac{1}{2}$ ,  $S\frac{1}{2}$ , less 20 acres off N. end in sec.  
 15 all in T. 9, R. 1, M. 1 was allotted according to Law to F. J. Jiggitts.  
 and the  $E\frac{1}{2}$ , Lot 7, sec. 9, less  $4\frac{1}{8}$  acres off N. end &  $S\frac{1}{2}$ ,  $E\frac{1}{2}$ ,  $SW\frac{1}{4}$ ,  
 &  $Q\frac{1}{16}$  acres off N. End  $E\frac{1}{2}$ ,  $S\frac{1}{2}$ , in sec. 15, & the right of way 20 feet  
 in width on the east side of that portion of the  $E\frac{1}{2}$ ,  $S\frac{1}{2}$ , in sec. 15  
 allotted as above described to F. J. Jiggitts, all in T. 9, R. 1, M. 1, was legally  
 allotted to Mary J. Childress. And it appearing that the  $N\frac{1}{2}$  Lot  
 7, sec. 9, T. 9, R. 1, M. 1, less  $4\frac{1}{8}$  acres off the N. end was legally allotted  
 to Eliza Mayson. It is therefore declared & decreed by the Court that  
 said Commissioners report be in all things confirmed & the Parti-  
 tion of said Lands so much shall stand & vest a full & perfect title  
 in each of said Claimants, to the share or Lot set apart & allotted to  
 them respectively & none of the Claimants shall have any further  
 claim or interest in the said Lands, beyond the share respectively  
 set apart, and allotted to them. The title of said Childress & Mayson  
 to the lands allotted to said Jiggitts is divested from them, and  
 the title of said Jiggitts & Mayson to the lands allotted to said Chil-  
 dress is divested from them & the title of said Jiggitts & Childress to  
 the lands allotted to said Mayson is divested from them. It is fur-  
 ther ordered that the proceedings herein be recorded by the  
 Clerk of this Court, in the proper Record book for deeds to lands  
 in said County. It is further ordered that W. H. Rowell Solicitor be allowed  
 the sum of Thirty Dollars (\$30.00) for his services as Solicitor in this matter  
 & that he have a lien upon all the Lands herein described & divided  
 to secure the payment of the same in the proportion as the Costs are  
 made a Lien as shown below. It is further ordered that the Costs of  
 this case be taxed & said Costs shall be paid as follows  $\frac{1}{6}$  by Eliza Mayson  
 $\frac{2}{6}$  by Mary J. Childress &  $\frac{3}{6}$  by F. J. Jiggitts. Ordered adjudged &  
 decreed this 24<sup>th</sup> day of April A.D. 1890.

W. H. Rowell, Chancellor

Auderson Marry }  
Rachel Williams }  
Robt Jones & Belle Ford }

To } Deed of Trust

B. W. Cotton Trustee }  
B. J. Hoover }

Filed for record at 9 A.M. this 27 of March A.D. 1890  
Recorded April 28th A.D. 1890

This Indenture, made and entered into this the 6th day of Feby. A.D. 1890, between, Auderson Marry, Rachel Williams, Robt Jones, & Belle Ford of the first part, and, B. W. Cotton, as Trustee herein of the second part, and, B. J. Hoover of the third part, Witnesseth; that said part of the first part, in consideration of the sum of Ten Dollars as well as for the further consideration hereinafter mentioned do hereby Convey and warrant, unto said Trustee and his successor or successors the following described property, situated in the County of Madison and State of Mississippi to wit: One, Hickman maggow. Bought from B. J. Hoover, one Gray horse mule named Jack, one Sorrell Pony named Dock, one Black Cow named Hattie, one Sorrell mule named Kate, one white spotted Cow named Lord, and the following described real estate, 1/4, 1/4, Sec 29 Township 12, Range 4, E. One Black pony Bought from Charles Williams. Also all the Farming implements of every kind and description now owned or that may be hereafter acquired by said party, of the first part, together with the entire crops of Cotton, Corn and other Agricultural products to be planted, grown and produced by them and those in their employ or under their control during the year 1890, and the said parties of the first part warrant that the same is their own property, and is not encumbered in any way whatever except by this Deed. But this conveyance is in Trust, and upon the following terms and conditions, to wit: Whereas the said parties of the first part are justly indebted to said party of the third part in the sum of, Four hundred and fifty Dollars, evidenced by their certain promissory note for that dated Feby 6th 1890 and payable Nov 1st, 1890 to the order of said party of the third part, with interest thereon at the rate of 10% per cent per annum from maturity until paid. And whereas said party of the third part agrees to furnish said parties of the first part during the year 1890, with money and supplies of merchandise for family and plantation use to the amount of \$450.00, Dollars due and payable on the first day of Nov-1890 the items and amounts of which advanced are to be evidenced by open account kept by the party of the third part and whereas said part of the first part desires to secure and hereby agreed to secure



the prompt payment of whatever sum or sums of money may be due and owing to the said part of the third part as aforesaid and all costs incurred on account of this deed, now if said parties of the first part shall pay of and discharge said above named indebtedness at maturity, then this conveyance to be void but if default is made in payment of said sum or sums of money or any portion thereof, said Trustee or his successor shall at the request of said party of the third part take possession of all the property conveyed under this deed, and after giving 10 days notice of the time place and terms of sale, by posting notices thereof in three or more public places in said County, proceed to sell at public auction, at some convenient public place in said County, to be designated in said notices to the highest bidder, for cash, all of said property or a sufficiency thereof to satisfy said indebtedness and interest thereon and the cost of executing this deed, and the proceeds of said sale shall be applied, first to the payment of said indebtedness, interests and cost, and the balance, if any there be, shall be paid to the parties of the first part, their heirs or assigns or, legal representatives. It is understood and agreed by and between the parties to this deed that should the amount furnished as aforesaid at any time exceed the aforesaid sum of Four hundred and fifty Dollars said excess shall be, and the same is hereby secured under this deed of Trust, that said party of the third part or his legal representative or assigns may at any time appoint, in writing, <sup>or in their</sup> endorsed upon this deed, a trustee in the place of the one herein named, or any successor of him, whose acts and doings under and by virtue of this deed shall be as valid and binding as if done by the Trustee herein first mentioned, and should said party of the third part at any time believe said property, or any part thereof in any way endangered as a security for the above named indebtedness, the Trustee herein named shall at the request of said third party, take said property into his possession and manage, control and hold the same, until said indebtedness is fully paid and satisfied or until said property is sold as aforesaid; but until demanded or taken possession of by said Trustee for either of the purposes aforesaid, said property can remain in the possession of said parties of the first part.

In testimony whereof, the parties of the first part hereto have hereunto set their hand this the 6th day of Feby 1890

Witness  
J.R. Hoover  
noted on

Robt <sup>his</sup> & John <sup>sons</sup>  
Pittier <sup>his</sup> & Ford <sup>sons</sup>

Andrew <sup>his</sup> & Mary <sup>wife</sup>  
Rachel <sup>his</sup> & William <sup>sons</sup>

The State of Mississippi }  
Holt County }

Personally appeared before me, W. M. Cotton  
Mayor of Pickens & Ex. off. L.P. in and for said county and State of Miss.  
Hoover one of the subscribing witnesses to the foregoing deed of trust  
who being first duly sworn deposes and saith that he saw  
the within named Anderson Warray, Richards Williams and  
Rath Jones & Bettie Ford, whose names are subscribed there to  
sign and deliver to said, B. J. Hoover, that he this deponent sub-  
scribed his name as a witness thereto, in the presence of the  
said, Anderson Warray, Richard Williams & parties, and, that  
he saw the other subscribing witness J. R. Hoover, sign the same  
in the presence of the said parties, and that the witnesses  
signed in the presence of each other on the day and year  
therein named.

Given under my hand and seal of office this  
25<sup>th</sup> day of March 1890  
W. M. Cotton  
Mayor of Pickens & Ex. off. L.P.

Amie M. B. Gardner } Filed for record 142 P.M. April 19<sup>th</sup> 1890  
To: Deed }  
Mrs V. L. Kemp } Recorded April 30<sup>th</sup> 1890

In consideration of the sum of one hun-  
dred & forty one & 50/100. dollars, I convey and quit claim to  
Mrs V. L. Kemp my undivided one half interest in the following  
described land, 1/2, of 1/4, Sec 34, Township 9 Range  
3 East lying & being in Madison County & State of Miss-  
issippi.

Witness my signature this the 19<sup>th</sup> day of April A.D.  
1890

Amie M. B. Gardner

State of Mississippi } ss  
Madison County }

Personally appeared before the under-  
signed W. V. Gardner, Clerk of Chancery Court of the said County,  
the within named Amie M. B. Gardner, who acknowledges that  
she signed and delivered the foregoing deed on the day and  
year therein mentioned in her act and deed, given under my hand and  
official seal of office this 19<sup>th</sup> day of April A.D. 1890. W. V. Gardner, Clerk

B. F. Billingslea } Filed for record 230 P.M. 18<sup>th</sup> day of April ad. 1890.  
 To J. D. Sud }  
 Mrs. Temple } Recorded April 30 ad. 1890

By authority of Power of attorney from E. W. Exum  
 recorded in Power of attorney Book No. 1, in the Chancery Clerk's  
 office of Madison County page 257, for and in consideration  
 of the sum of seventy five dollars I convey and warrant to  
 William Temple that land lying and being in the County of  
 Madison and State of Mississippi, and described as the  
 South East quarter of the South East quarter (SE<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub>) of section  
 (8) Township Ten (10) Range four (4) East,  
 Witness my signature this the 19<sup>th</sup> day of April 1890.

B. F. Billingslea  
 atty of Record

State of Mississippi }  
 Madison County }

Personally appeared before the undersigned  
 Clerk of the Chancery Court of Madison County,  
 the within named B. F. Billingslea who acknowledged that he signed  
 and delivered the foregoing instrument, on the day and year  
 therein mentioned as his act and deed.

Given under my hand and seal of office  
 this the 19<sup>th</sup> day of April 1890  
 H. V. Gardner  
 Clerk

Joseph H. Conway et al } Filed for Record, July 30<sup>th</sup> 11:15 am 1890  
 To J. D. Sud }  
 Harriet Heddorffer } Recorded May 2<sup>nd</sup> ad. 1890

In consideration of the sum of three hundred  
 & 72/100 dollars, or convey and warrant to Harriet Heddorffer  
 that certain lot of land and appurtenances thereto situated in the City  
 of Canton County of Madison and State of Mississippi and more par-  
 ticularly described as beginning at a stake at the intersection of  
 Fulton and Walnut streets running thence south with said Walnut  
 street to the intersection with Academy street, thence west with said  
 Academy street one hundred feet to a stake, thence north four hundred  
 feet to Fulton street, thence east one hundred feet to the beginning  
 and being the same lot sold to me by B. B. Forester and duly recorded  
 in the Chancery Clerk's office of Madison County, in Record Book R. P. page 382