poles to a stake thence south forty eight west ten poles fourteen links to a stake in the South line of the Section aforesaid thence east with said line fifty one poles fifteen links to the begining Containing six and one half acres more or less the title of said lot the above parties their heirs executors and assigns bind themselves to warrant and defend free from the claims of all other persons whatsoever claiming under or through them unto the said H M Walker his heirs and assigns forever in witness whereof the hand in this the year of our lord one thousand eight hundred & thirty six and 1st day of October have hereunto affixed their signatures and seals

James McGill (Seal)
Susan J. Gill (Seal)

State of Mississippi }
Madison County } This day personally appeared before me the undersigned Justice of peace in and for said State and County James McGill who acknowledges this to be his act and deed also Susan J. Gill his wife on examination acknowledges this her act and deed without coercion in any way from her husband Given under my hand and seal this 14th of October 1836

Charles Moore. J.P. (Seal)

Caleb Read to Power atto A Cullham

Received for record the 23rd January 1837 and recorded the 13th April 1839

Know all men by these presents that I Caleb Read reposing special trust and confidence in A Cullham do hereby ordain constitute and appoint him my agent and attorney in fact to obtain an order from the Probate Court of Madison County State of Mississippi to sell the following lands belonging to the estate of William Read deceased to wit N½ E½ of N E¼ of Section thirty one of Township 8 of Range one west and E½ of S E¼ of the Sixteen Section and North½ of W½ of N W¼ of Section 5 Township 7 of Range 1 West and N E¼ of Section 6 of Township 7 of Range one west and the same to sell for me and in my name as administrator of the estate of the said William Read deceased & to convey the same to any purchaser or purchasers who may become the highest and best bidders for the same and for me and in my name to sell all the real estate of the said William Read deceased which is or may be included in any order of sale of the Probate Court of said County which my said agent may deem expedient and for me and in my name as administrator as aforesaid sign any and all deeds of conveyance of in and to said lands which he may think necessary or proper hereby ratifying and confirming all acts and proceedings which my said agent and attorney may do in the premises in as full and complete manner as if I were personally present & acting myself in testimony whereof I have hereunto put my hand and seal this 23 day of January A D 1837

Caleb Read (Seal)

The State of Mississippi } Personally appeared before me William Riley
Madison County } Clerk of the Probate Court of said County Caleb Read who acknowledged that he signed sealed and delivered the foregoing power of attorney on the day and year therein mentioned as his act and deed

Given under my hand and seal of office this 23d day of January 1837

Ls

William Riley Clk

John B Allen
Deed
Thos H Allen

Received for record the twenty third of January 1837
and recorded the 15th of april 1837

The State of Mississippi Madison County

This indenture made this the 13th day of December in the year of our lord one thousand eight hundred & thirty six between Jno. B. Allen & Elizabeth his wife of the one part and Thos H Allen of the other part all of the County & State aforesaid witnesseth that for the consideration of sixteen hundred dollars to them in hand paid the receipt whereof is hereby acknowledged they bargain sell & release unto the said Thos H Allen his heirs executors & assigns all that tract or parcel of land lying and being in the County and State aforesaid and known and designated as follows to wit the west half of the South west quarter of Sec 11 Tow 12 Range 4 East containing eighty acres more or less to have & hold together with all and singular the above described premises also my right title claim & interest privileges and appurtenances thereunto in any wise belonging to the above described land they do by these presents covenant for themselves their heirs & assigns to warrant and defend the said tract of land forever unto the said Thos H Allen his heirs and assigns against all other persons lawfully claiming the same or any part thereof In witness whereof we have hereunto set our hands and seals the day and date above written

John B Allen (Seal)

Elizabeth Allen (Seal)

State of Mississippi
Madison County } personally appeared before me Saml H Hamblin an acting Justice of the peace in and for said County John B Allen who acknowledges that he signed sealed and delivered the foregoing deed on the day and year therein written as his own act and deed also Elizabeth Allen wife of the said John B Allen being by me examined separate and apart from her said husband acknowledges that she signed sealed and delivered the forgoing deed on the day and year therein mentioned as her own voluntary act and not from any fear threats or compulsion of her said husband Given under my hand and seal this 29th day of December 1836

Saml Hamblin JP (Seal)

D Barnes
Deed in trust
B R Truly

Received for record the 14th of april 1837
and recorded the 17th of april 1837

State of Mississippi Madison County

This indenture made this twenty fourth day of March in the year of our lord eighteen hundred and thirty seven between Dennis Burnes of the first part and Bennett R Truly of the second part both of the State and County aforesaid witnesseth whereas said Dennis Burnes is justly to the said Bennett R Truly in the sum of three thousand two hundred and twenty nine dollars and eighty three cents payable on the first day of January eighteen hundred and thirty eight as more fully appears by reference to a note given by said Dennis Burnes to said Bennett R Truly bearing even date herewith which debt the said Dennis Burnes is willing and desirous to secure to said Truly now this indenture witnesseth that for and in consideration of the premises and for the further

consideration of one dollar to the Said Burnes in hand paid by the Said Truly the receipt whereof is hereby acknowledged at and before the ensealing and delivery of these presents the Said Burnes hath bargained Sold and Conveyed and by these presents doth bargain sell and convey unto the Said Truly the following described negroes Slaves, for life viz Jack David John Henry Mimay & Aby being the Slaves owned at this time by Said Burnes to have and to hold Said negroes and the further increase of the Said Females unto him the Said Truly his heirs executors and administrators ~~and assigns forever~~ ~~and the further~~ the further increase of the Said females unto him the Said Truly his heirs and the Said Dennis Burnes for himself his heirs executors and administrators the Said negroes Slaves and the further increase of the Said Females to the Said Bennett R. Truly his heirs executors administrators and assigns against him the Said Dennis Burnes and against all persons whatsoever lawfully or equitably claiming or to claim the Same or any part thereof Shall and will warrant and by these presents forever defend. Upon trust nevertheless that the Said Truly his executors and administrators Shall permit the Said Burnes to enjoy quiet and peaceable possession of Said Slaves until default be made in the payment of the whole or any part of the aforesaid debt at the time the Same fall due and then upon the further trust that the Said Bennett R Truly his executors or administrators upon the happening of Said default or the failure of Said Burnes to make payment of Said debt in whole or in part or assoon thereafter as the Said Truly his executors or administrators Shall think proper Shall and are hereby authorized to proceed to Sell Said negroes to the highest bidder at Public Auction for Cash in the Town of Canton after having given public notice of the place and time of Sale fifteen days before hand by advertising the Same in three or more of the most public places in the Said County or Sell So many of Said negroes as may be Sufficient to Satisfy Said debt or So much thereof as may be due and unpaid at the time aforesaid together with all Cost and Charges attending the premises and the balance if any to be paid over to the Said Burnes his heirs executors or administrators but if the whole of Said Sum of three Thousand two hundred and twenty nine dollars and eighty three cents intended to be Secured hereby Shall well and Truly be paid off and discharged at the time the Same shall fall due to the Said Truly his executors administrators or assigns then this indenture and every part and parcel thereof to be absolutely void and of no effect otherwise to remain in full force and virtue In witness whereof the Said parties to this present have hereunto set their hands and Seals the day and year first above written

Dennis Burnes (Seal)
B R Truly (Seal)

The State of Mississippi
Madison County } personally appeared before me William Ely Clerk of the Probate Court of Said County Dennis Burnes who acknowledges that he signed Sealed and delivered the annexed and foregoing deed of trust on the day and year therein mentioned as his act and deed and for the uses and purposes therein mentioned

Given under my hand and Seal of office at Canton this 11th day of April A.D. 1839

L S

William Ely Clk

The State of Mississippi } Personally appeared before me William
Madison County } Riley Clerk of the Probate Court of said County
Bennett R Tuly who acknowledges that he signed sealed and
delivered the annexed and foregoing deed of trust on the day
and year therein mentioned for the use and purposes therein con
tained Given under my hand and seal of office at Canton this
24. 14th day of April anno domini 1837

William Riley clerk

Jno B Allen } Received for record the 23rd day of January 1837
Deed } and recorded the 17th day of April 1837
B R Allen }

The State of Mississippi Madison County

This indenture made this the thirteenth day of December in the year of our Lord one thousand eight hundred & thirty six between Jno B Allen & Elizabeth Allen his wife of the one part and Bennett R Allen of the other part all of the County and State aforesaid witnesseth that for the consideration of four thousand dollars to them in hand paid the receipt whereof is hereby acknowledged they bargain sell and release unto the said Bennett R Allen his heirs executors & assigns all that tract or parcel of land lying and being in the County & State aforesaid and known & designated as the west half of the South east quarter & the East half of the South West quarter, also the South half of the West half of the North East quarter of Section 31. Township No 12. Range 4 East containing Two Hundred acres, more or less according to the Survey of said land, to have and to hold together with all and singular the above described premises together with their rights titles interest privileges and appurtenances thereunto in any wise belonging to the above described land, the said Jno B. Allen & Elizabeth his wife do by these presents, undertake for themselves their heirs & assigns to warrant & defend the said tract of land forever unto the said B. R. Allen his heirs & assigns against all persons lawfully claiming the same or any part thereof. In testimony whereof we have hereunto set our hands & seals the day & date above written.

Attest Thos H. Allen

John B. Allen (Seal)
Elizabeth Allen (Seal)

State of Mississippi }
Madison County } Personally appeared before me Saml Hamblin an acting Justice of the Peace in and for said County John B. Allen who acknowledges that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his own act and deed also Elizabeth Allen wife of the said John B Allen being by me examined seperate and apart from her said husband acknowledges that she signed sealed and delivered the foregoing deed on the day and year therein mentioned as her own voluntary act and deed and not from any threat fear or compulsion of her said husband Given under my hand and seal this 29th day of December 1836

Saml Hamblin J.P. (Seal)

G Allen & wife
Deed
J B & Th^s Allen

Received for record the 23rd day of January 1837
and recorded the 17th day of April 1837

This indenture made the 12th day of February one thousand eight hundred and thirty between Gabriel Allen and Margarett Allen his wife of the County of Madison and State of Mississippi of the first part and John & Thomas Allen of the same County and State aforesaid of the Second part witnesseth, that the Said Gabriel Allen and his wife Margarett ~~for and~~ in consideration of the Sum of Six hundred dollars in hand paid at & before the Signing and Sealing thesepresents the receipt whereof is hereby acknowledged have granted bargained and Sold and by thesepresents does grant bargain and Sell unto the Said John Allen and Thomas Allen their heirs and assigns all that tract or parcel of land Situated lying and being in the County of Madison and State of Mississippi aforesaid and designated and known as the East half of the South west quarter of Section No 31 Township No 12 of Range four East together with all the rights privileges and appurtenances to said tract or parcel of land belonging or in any wise appertaining to have and to hold the Said tract or parcel of land with the rights privileges and appurtenances aforesaid unto them the said John Allen and Thomas Allen their heirs and assigns forever and the Said Gabriel Allen and his wife Margarett Allen for them Selves their heirs executors and administrators the Said tract or parcel of land Together with the rights privileges and appurtenances thereunto belonging or appertaining unto the Said John Allen and Thomas Allen their heirs and assigns free from the claim or claims of them the Said Gabriel Allen and his wife Margarett Allen their heirs executors and administrators and of all and every person or persons whatsoever shall will and desforever warrant and defend by these presents In witness whereof the Said Gabriel Allen and his wife Margarett Allen have hereunto set their hands and affixed their Seals this day of February A D 1836 as above written

Gabriel Allen (Seal)
Margarett Allen (Seal)

The State of Mississippi }
Madison County } personally appeared before me Saml Hamilton one of the acting Justices of the peace in and for said County Gabriel Allen and Margarett his wife 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 and Seal this 12th day of Febry A D 1836

Saml Hamilton J.P. (Seal)

Mary E. Martin
Deed of Releasing instrument
Austin and Hobbs

Received for record the 26th day of January 1837
and recorded the 17th of April 1837

State of Tennessee Sumner Co

Know all men by these presents that I Mary E Martin of the County of Sumner and State of Tennessee of the one part and Richard Hudson & Hamel Hobbs of the State of Mississippi and County of Madison of the other part witnesseth whereas I Mary E Martin wife of P R Martin for and in consideration of the things now mentioned set forth in a

dere from My husband P. W. Martin of the Co of Sumner and State aforesaid to the aforesaid R. H. Austin and Warren Hobbs of the County and State afforesaid I do hereby for my self and heirs forever release and forever quit claim of all my interest whether of Dower or alimony of and unto the following designated and sold tracts and pieces of land lying and being in the County of Madison and State of Mississippi unto the Sd R. H. Austin and Warren Hobbs and their heirs forever to their own proper use and benefit from any and all claims from me and my heirs forever to wit the east half of South East quarter and East half of north east quarter and west half of South east quarter of Section Seventy three and the west half of South west quarter of Section twenty four and lot northern Section twenty five also lot no Six of Section no twenty five this last contains Seventy four acres 75/100 all in town Ship nine and Range no four east Testimony of all which the said Mary C. Martin wife of P. W. Martin have this day and date set her hand and affixed her Seal November 10th. 1836

State of Tennessee } Mary C. Martin (Seal)
Sumner County } Mary C. Martin having personally appeared before me and having by the authority in me vested been examined privately and apart from her husband P. W. Martin and she having acknowledged the due execution of the within deed by her freely voluntarily without compulsion constraint or coercion by her said husband the Same is therefore certified Given under My hand and Seal of office at office this 18th. day of November 1836

State of Tennessee } Thos. Donahoo Clerk of Sumner County Court
Sumner County. } I Elijah Boddie chairman of the County court of said County do hereby certify that Thomas Donahoo is clerk of said Court and that his attestation as above made is in due form of law under My hand and Seal on this 19th day of November 1836

Elijah Boddie (Ld)
Chair of Sd Court

State of Tennessee }
Sumner County } I Thos Donaho clerk of the County Court of Sumner County do hereby certify that Elijah Boddie Esquire is Chairman of said court and that full Faith and credit are due his official acts as such

Given under my hand and Seal of office at office this 19th day of November 1836

Thos Donaho clerk
of Sumner County Court.

John A. Power } Received for record the 27th day of January 1837
to } and recorded the 18th. day of April 1837
M. J. McKee }

State of Mississippi Madison County

This indenture made and entered into this 27th day of January anno domini eighteen hundred and thirty Seven between John A. Power and Charlotta Power his wife of the County and State aforesaid of the first part and M. J. McKee of the Same County and State of the part witnesseth that for and in consideration of the

Sum of thirty five hundred dollars in hand paid to the Said J. A. Powell and Charlotta Powell his wife by the Said M. L. McKee the receipt whereof is hereby acknowledged by the Said J. A. Powell and Charlotta his wife has given granted bargained Sold aliened enfeoffed and conveyed and these presents doth give grant bargain Sell alienate enfeoff & convey unto the Said M. L. McKee and to his heirs and assigns forever a certain tract or parcel of land being and lying in the County aforesaid and known and designated on the Map of Said County as the S½ E½ of S½ of Section No 3 Township No 9. of Range 4 East also S½ E½ of N½ E½ of Section No 3 Township 9. Range 4 East containing one hundred acres be Same more or less Together with all the privileges improvements hereditaraments and appurtenances thereunto belonging to have and to hold the Said aforesaid bargained premises unto the Said M. L. McKee his heirs and assigns forever and the Said J. A. Powell and Charlotte his wife for themselves their heirs executors administrators and assigns covenant and agree and bind themselves by these presents to warrant and defend the aforesaid tract of land with all the privileges improvements as aforesaid unto the Said M. L. McKee his heirs executors and administrators against the lawful claims of all persons whatsoever Testimony whereof we have hereunto set our hands and affixed our Seals the day and year first above written

John A. Powell (Seal)
Charlotte Powell (Seal)

The State of Mississippi
Madison County } Personally appeared before me William Riley clerk of the Probate Court of Said County John A. Powell and Charlotte Powell who acknowledged that they Signed Sealed and delivered the above and foregoing deed on the day and year therein mentioned as their voluntary act and deed and the Said Charlotte being examined by me Separate and apart from her Said husband acknowledged that she Signed the Same freely and without the fear threat or compulsion of her Said husband

Given under my hand and Seal of Office at Canton this 28th day of January 1839

LS

William Riley Clk

John A. McAdell
Pub Trust
Lewis Finley for
Cornelius Newman } Received for record the 28th day of February 1839 and recorded the 18th day of April 1839

State of Mississippi Madison County

This instrument of writing witnesseth that whereas I, John A. McAdell have made a promissory note this twelfth day of January in the year of our Lord one thousand eight hundred and thirty seven in favor of Cornelius Newman a order for the Sum of fifteen hundred dollars due and payable on the first day of January Anno Domini eighteen hundred and thirty eight now I the Said McAdell do fully to secure the payment of said promissory note when the Same may become due have Sold unto Lewis Finley Trustee of this Newman for the Consideration above mentioned and for the further consideration of one dollar to me in hand paid at and before the Sealing and delivery of these presents the receipt whereof is hereby acknowledged a certain negro man described as follows Viz the name of Said negro is Dave about thirty years of age or black complexion his height about five feet Eleven inches the title whereof is hereby warranted as also that he is of Sound mind

and body it is further Covenanted and agreed by and between the Said parties that the Said Hackett Shall remain in the free free and undisturbed possession of Said negro until the contingences herein after mentioned Shall happen It is also agreed by and between the Said parties that if the promissory note before mentioned is not paid taken up or arranged by final settlement when the Same Shall become due it Shall then become the duty of Lewis Finley Trustee as aforesaid after giving a notice of Sixty days in Some newspaper in the County to set up Said negro to the highest bidder at public auction Said Trustee is also hereby authorized to give a good and sufficient bill of Sale for Said negro when thus Sold It is further covenanted by and between Said parties that if Said Trustee Shall become incapable of executing Said trust by death resignation or otherwise then it Shall be competent for Said Grantor to appoint another Trustee with as full powers as are hereby given to Said Finley

Given under our hands and seals this twentieth day of January Anno Domini eighteen hundred and thirty Seven

J A Hackett (Seal)
Cornelius Newman (Seal)
Lewis Finley (Seal)

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the peace of Said County the within named John A Hackett Cornelius Newman and Lewis Finley who acknowledged the within written instrument to be his act and deed and desired that the Same might be Recorded as Such according to law Given under my hand and Seal this 30th January A D 1839

Owen Van Vacter J P (Seal)

The State of Mississippi } I do hereby certify that I have recorded
Madison County } in the corresponding Book of trust and have
given for there the Back for Said Book
Given under my hand and Seal this 16th day of August A D 1838
Owen Van Vacter Clerk

D Stout
Deed in trust
S D Livingston

Receiving for record the 10th day of February 1837
and recorded April 18th 1837

This indenture made on this 10th day of February 1837 between Delana Stout of the first part Samuel D Livingston of the Second James McMallock of the third part witnesseth whereas the Said Stout is Justly indebted to the Sd Mallock in the Sum of three hundred dollars due the first day of January last for which the Said Delany and Joseph Moore have executed & delivered their promissory note dated the 8th inst made payable to Wm Reid and to be by him endorsed to Sd Mallock now therefore for and in consideration of the premises and for the further consideration of one dollar in hand paid to the Sd Delana by Sd Livingston the receipt thereof being hereby acknowledged he the Sd Delany hath bargained and sold & by these presents doth bargain and sell to Sd Livingston a negro girl named Diana to have and to hold the Same together with the increase thereof to him the Sd Livingston forever but upon the express trust and confidence nevertheless that until default be made in the payment of the money aforesaid Sd Delana is to keep possession of the Sd Girl and in any case of any default in the payment thereof the girl is to be delivered to the Sd Livingston and by him sold at public auction for cash after due notice of the time and place of Sale and the money arising therefrom to first pay the expenses of this trust and then Said note interest and cost if any and the residue to be paid

ever to said Delana Stout In testimony whereof the parties have hereunto set their hands and seals the date first above written

Delana Stout (Seal)
S S Livingston (Seal)
James M Mattock (Seal)

The State of Mississippi
Madison County } Be it Remembered that before the Subscriber a Justice of the peace in and for the County aforesaid personally appeared Delana Stout Samuel S Livingston & James M Mattocks parties to the foregoing deed and acknowledged the same to be their act and deed in order that the same may be recorded Given under my hand and seal this 10th day 1839

Foster J. Salmon (Seal)

S. S. McCaleb
Mortgage
vs
W M Martin

Received for record the 22 of March 1839
and recorded the 18th of April 1839

This Indenture made this first day of February in the year of our Lord one thousand eight hundred and thirty seven between James S McCaleb of the County of Claiborne State of Mississippi of the one the one part and William M Martin of the County & State aforesaid of the other part witnesseth that whereas the said McCaleb is indebted unto the said Martin in the sum of fifty thousand five hundred and twelve dollars & eighteen cents payable in five equal annual installments that is to say in the sum of ten thousand & sixty two dollars & fifty six cents due on the first day of January eighteen hundred and thirty eight ten thousand and sixty two dollars & fifty six cents due on the first day of January eighteen hundred and thirty nine ten thousand and sixty two dollars and fifty six cents due on the first day of January eighteen hundred and forty ten thousand and sixty two dollars & fifty six cents due on the first day of January eighteen hundred and forty one and ten thousand and sixty two dollars and fifty six cents due on the first day of January eighteen hundred and forty two for each of which said several sums of ten thousand & sixty two dollars & fifty six cents the said McCaleb has executed to the said Martin his promissory note bearing date the first of February eighteen hundred and thirty seven and negotiable and payable at the office of Planters Bank of the State of Mississippi at Port Gibson and each falling due according to the terms of the installments above specified and each seveal note specifying in the body of the same that it bears ten percent interest from the date of maturity if not paid until paid now this indenture witnesseth that the said McCaleb for and in consideration of the premises and of the further sum of five dollars to him in hand paid at and before the sealing and delivering of these presents the receipt whereof is hereby acknowledged hath granted bargained sold aliened infeoffed released conveyed and confirmed and by these presents doth grant bargain sell alien infeoff release convey and confirm unto the said Martin all that tract parts or parcels of land lying and being in the County of Madison to wit the north west quarter of section seventeen in township eight Range one west also the west half of the South East quarter of section seventeen in Township Eight Range one west also the South west quarter of section seventeen in Township Eight of Range one west also the South east quarter of section eighteen in township eight of Range one west also the north east quarter & South west quarter of section eighteen township eight Range one west Containing eight hundred & seventy three acres & eighteen hundredths of an acre

as also the following negroes to wit Sam alias Sim Jim Jenny Joe Lotta Patina Marietta Pleasant Lucy Fanny Clarissa Charity big Leven little Leven Cela Mary Malinda George Peggy Louisa Martha Big Phill Robin Indiana Harriet Albert Pius little George Jenny Amy Violet, Lee, Mary Harriet Jane Lucy Harriet Edward Isaac Harry Polly Jack Sam Big Joe Sigh Marinda Madison Ethiel Augustus, Sarah Milton Wm Taylor Isaac Albert, Lemuel Travis David Hezekiah Judy. Adam Eddy Ethiel to have and to hold the aforesaid and above described lands and negroes unto the said Martin his heirs and assigns to their only proper use and behoof of the said Martin his heirs and assigns forever provided always and these presents are upon this express condition that if the said McCabe shall pay unto the said Martin or his assigns the sums promissory notes herein named as they fall due then these presents shall cease determine and be null and void otherwise to be in full force In witness whereof the said McCabe & the said Martin have hereunto set their hands and affixed their seals the day & year first above written

James S. McCabe (Seal)

State of Mississippi } personally appeared before the Subscriber
Claiborne County } Thomas G. McEntyre Judge of Probate in and for the County of Claiborne James S. McCabe who acknowledges that he signed sealed and delivered unto the foregoing instrument of writing as his act and deed and that the lands and negroes herein mentioned are the right title interest & Estate of the said Martin therein mentioned according to the true intent and meaning of the above named deed Given under my hand and seal this first day of February A.D. 1837

T G McEntyre Judge Probate (Seal)

The State of Mississippi }
Claiborne County } I John Weathersby Clerk of the Probate court in and for the County aforesaid do hereby certify that Thomas G McEntyre Esq whose name appears to the within and foregoing certificate is and was at the time of his signing the same Judge of Probate in and for said County duly commissioned and qualified according to the Statute in such cases made and provided and that full faith and credit are due and should be given to all his official acts as such Given under my hand and seal of office at Port Gibson this the 3rd day of February in the year of our Lord 1837 and 61st year of American Independence

L S

Weathersby Clk

A J Hardy et al
Deed in trust
Gerard B Irvine

Received for record April 7th 1837
and recorded April 17 1837

This indenture made and entered into this Seventeenth day of March Anno Domini Eighteen hundred and thirty Seven (1837) Between A. J. Hardy, William H Steger and Etherton Wilson of the first part and Gerard B Irvine of the second part all of the County of Madison and State of Mississippi Whereas the said A. J. Hardy William H Steger and Etherton Wilson are partners in trade in the Town of Madisonville County and State aforesaid in the business of vending Goods, wares and merchandize and in the course of their said business have made their ten certain promissory notes in writing viz one promissory note payable Ten Months after date first day of May anno domini

Eighteen hundred and thirty Seven for Thirteen thousand seven hundred dollars endorsed by Thos. O McDonald, R. S. Hunter and John H. Walker and one other promissory note payable Sixteen months after the First day of May anno Domini Eighteen hundred and thirty Seven for fourteen thousand one hundred and Ten dollars endorsed by R. S. Hunter Thos. O. McDonald and Henry Carleton and Whereas the Said R. S. Hunter Thos. O McDonald John H. Walker and Henry Carleton by their Said endorsements have become liable to pay the Several Sums of money in the Said promissory notes respectively mentioned in case the Said A. S. Hardy William H. Steger and Ethelton Wilson should fail to pay the Sum at the times therein respectively specified Now this indenture witnesseth that the Said Anno S. Hardy, William H. Steger and Ethelton Wilson for and in consideration of the foregoing premises and also for the further consideration of the Sum of one dollar to them in hand paid by the Said Gerard W. Swim at and before the Sealing and delivering hereof the receipt whereof is hereby acknowledged have granted bargained Sold conveyed and confirmed and by these presents do grant bargain Sell convey and confirm unto the Said Gerard W. Swim his Successors and Legal representatives all that certain lot or piece of ground Situate lying and being in the Town of Madisonville and County and State aforesaid consisting of and comprising five feet front of Lot No 8 in the plan of Said Town and running back one hundred feet at right angles to the line of Main Street in Said Town and thirty five feet front of Lot No 7 in Said plan running back one hundred feet at right angles to the line of Said Street containing in all forty feet front and one hundred feet in depth together with the frame Messuage or Store house therein Erected buildings improvements hereditaments and premises with the appurtenances thereunto belonging or in any wise appertaining and also have assigned transferred and set over and by these presents do assign transfer and set over unto the Said Gerard W. Swim his Successors or Legal representatives all the book accounts bills promissory notes Contracts Obligations of which may become due and owing to the Said A. S. Hardy William H. Steger and Ethelton Wilson by their Said Trading in partnership as aforesaid as well as during the period which Samuel Page was a member of the firm in the place of Said A. S. Hardy and also all the goods wares and merchandize which may be in the Said Store house to have and to hold the Said lot or piece of ground frame Messuage hereditaments and premises book accounts bills notes &c Goods wares and merchandise to the Said Gerard W. Swim his Successors and Legal representatives to his and their use forever in trust however and to the intent and purpose and upon the conditions following to wit. that if the Said A. S. Hardy William H. Steger and Ethelton Wilson shall fail to indemnify and save harmless the Said R. S. Hunter Thos. O McDonald John H. Walker and Henry Carleton from all the legal liabilities over obligations Costs and expenses consequent upon their Said endorsements and the Said endorsers should be compelled to pay or make arrangements for the payment of the Said Notes or either of them then the Said Gerard W. Swim his Successors or legal representatives shall take possession of Said lot or piece of ground Store house books accounts merchandise &c which up to that time shall be and remain in the possession of the Said A. S. Hardy William H. Steger and Ethelton Wilson and after giving Sixty days notice of the time and place of Sale by publication in some newspaper published in Said County a contiguous thereto and by posting hand bills in three conspicuous places in Said Town shall offer the Same at public Sale or auction to the highest bidder and out of the proceeds of Said Sale shall pay to the Said R. S. Hunter Thos. O McDonald John H. Walker and Henry Carleton a Sufficient sum to

indemnify and satisfy them fully if so much come and accrue from said sale for all costs damages and charges to which they may have been subjected by the said A J Hardy William H Steger and Etherton Wilson failing to pay the amounts several specified in said notes first paying the costs charges and expenses of holding said sale and the balance if any shall pay over to the said A J Hardy. William H Steger and Etherton Wilson their executors administrators or assigns but in case the said A J Hardy William H Steger and Etherton Wilson shall indemnify save harmless and satisfy the said R S Hunter Thos. C McDonald John H Walker (Etherton Wilson) Henry Carlton from all the legal liabilities and obligations costs and expenses consequent upon the upon the said endorsements then this indenture to be void and of no effect otherwise to remain in full force and virtue and in case the said Gerard W Irvin should die or neglect to execute said trust it is hereby agreed that the said R S Hunter Thos C McDonald John H Walker and Henry Carlton or either of them shall have full power and authority to nominate and appoint any successor or successors to act in his place and stead for their benefit. and the said Gerard W Irvin hereby accepts the trusts herein specified and covenants to execute them faithfully In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

A J Hardy (Seal)
W. H. Steger (Seal)
Etherton Wilson (Seal)
by his atty in fact.
A J Hardy (Seal)
Gerard W Irvin (Seal)

State of Mississippi }
Madison County }

personally appeared before the Subscriber a Justice of the peace in and for the County and State aforesaid the above named A J Hardy William H Steger and Etherton Wilson by his attorney in fact A J Hardy and Gerard W Irvin who acknowledges the above indenture to be their act and deed and desires the same might be recorded as such Given under my hand and seal this 21st day of March anno Domini Eighteen hundred and thirty seven

Charles Moore J P (Seal)

George Davis
Deed in trust
D M Porter

Received for record the 9th day of March 1837 and recorded April 19th. 1837 ——

State of Mississippi Madison County

This indenture made and entered into the twenty first day of February anno Domini Eighteen hundred and thirty seven between George Davis and Penelope Davis his wife of the one part and David M Porter trustee for William H Flemming and wife Bennie of the other part all of the County and State aforesaid Witnesseth that whereas the said George Davis hath the day of the date hereof drawn a promissory note in favour of said Flemming and Bennie or order for the sum of two hundred and twenty six dollars now and payable on the first day of January Eighteen hundred and thirty Eight bearing interest from the first day of January Eighteen hundred and thirty Seven Now the said George Davis and Penelope Davis his wife in order more fully to secure the payments of the above mentioned promissory note and for the consideration of one dollar to them in hand paid by the said David M Porter trustee as aforesaid at and before the ensealing and delivery hereof the receipt whereof is hereby acknowledged have granted bargained sold and conveyed

note payable ten months after date first day of [illegible]

and by these presents do grant bargain sell and convey unto David W Porter Trustee as aforesaid a certain tract or parcel of land situated being and lying in the town of Madisonville in the County and State aforesaid, and more particularly described as being a lot fronting on Main Street seventy feet and running back three hundred feet and bounded on the north, & east by a parcel of ground heretofore known as Etheridges Lot to have and to hold the said premises and every part and parcel thereof together with all and singular the appurtenances thereunto in anywise appertaining unto the said D M Porter trustee as aforesaid his heirs and assigns forever but upon the following trust trust that if the said George Davis shall fail to pay taxes or arrange by final settlement the promissory note aforesaid then and in that case the said D M Porter trustee as aforesaid shall take possession of the premises before described which he such time and after the due execution of this deed shall be and remain in the possession of the said George Davis and the said trustee after giving four months notice in some convenient and suitable newspaper shall offer the said premises as aforesaid at public auction in the Town of Madisonville to the highest bidder and of the proceeds shall pay to the said Flemming & Burnett, sufficient if so much shall be made from said sales to satisfy them fully the amount of said promissory note together with all interest and costs by reason of the failure to pay said note and the remainder if any to pay over to the said George Davis and it is further agreed and covenanted by and between the said parties that they the said George Davis and Penelope Davis his wife shall and will forever warrant and defend the said premises as before described to the said trustee against all and every person and persons whatsoever and in case the said D M Porter trustee as aforesaid should die decline or otherwise become incompetent to execute the trust herein mentioned then the said Flemming & Burnett shall always have the power to appoint an other to act in his stead as fully as the said D M Porter is hereby empowered to act and the Trustee who may make the sale by virtue of the above premises shall have authority full deed of conveyance to the purchaser or purchasers of the said property In witness whereof we have hereunto set our hands and seals the day and year above written

George Davis (Seal)
her
Penelope + Davis (Seal)
mark

The State of Mississippi }
Madison County } personally appeared before the undersigned Justice of the Peace in and for said County George Davis and Penelope Davis his wife and acknowledges the above written indenture to be their act and deed and desired that the same might be recorded as such according to law. The said Penelope being examined by me separate and apart from her husband and the contents thereof, being first made known declared that she did voluntarily and of her own free will and accord did as her act and deed deliver the said indenture without any coercion or compulsion of her said husband Given under my hand and seal this 21st day of Feb 1837

Vincent Van Vacter J.P. (Seal)

Lewis Gurley } Received for record the 13th day of April 1837
Justin Hunt } and record 21st day of same Month 1837
I Silverberg }

State of Mississippi Madison County }

This indenture made and entered into this twelfth day of April A D 1837

between Lewis Gurley of the first part Johnson Silverberg of the second part and William P Anderson of the third part witnesseth that whereas the said Lewis Gurley is justly indebted to the said William P Anderson in the just and full sum of one thousand eight hundred and ninety seven and 28/100 dollars as appears by a certain promisory note of which which the following is a true copy. Canton April 12 1837

Dollars 1897 28/100

On or before the first day of January next (1838) I promise to pay Wm P Anderson or order Eighteen hundred & ninety Seven 28/100 dollars for value received. Signed Lewis Gurley

and the said Lewis Gurley being desirous to secure the payment of the said sum of money whereon in consideration of the premises and for the further consideration of five dollars to the said Lewis Gurley in hand paid by the said Johnson Silverberg the receipt whereof is hereby acknowledged he the said Lewis Gurley has given granted bargained sold and conveyed and does by these presents give grant bargain sell and convey unto the said Johnson Silverberg his executors and administrators the following described Negro Slaves Lucy aged about 25 years and her children Betsey aged about 3 years Jim aged about 12 years Jurkey aged about 45 years and Hannah aged about 35 years and the said Lewis Gurley doth hereby covenant and agree to and with the said Johnson Silverberg his Executors administrators or other legal representatives or successors that the aforesaid conveyance is made free and quit of all liens and incumbrances whatsoever and the said Lewis Gurley hereby warrants the aforesaid Slaves sound in body and mind and Slaves for life and that he will warrant and forever defend the title to said Slaves unto the said Johnson Silverberg or his legal representatives against the claims of all persons whatsoever. This conveyance nevertheless made upon the following trust limitations and conditions to wit It is hereby covenanted and agreed by and between the said parties to these presents that the said Lewis Gurley may and shall retain the entire and exclusive possession of the Slave enjoyed as aforesaid and appropriate to his own use all the benefits arising from such possession until the first day of January a D 1838 the time of the maturity of the aforesaid note and when the debt therein mentioned becomes payable It is further covenanted and agreed by and between the said parties that upon the failure of the said Lewis Gurley to pay or cause to be paid unto the said William P Anderson or his authorized agent the said sum of one thousand eight hundred and ninety seven 28/100 dollars on or before the said first day of January A D 1838 it shall be the duty of the said Johnson Silverberg his executors or administrators or any other person legally appointed as his successor to execute the trust herein confided on that day or as soon thereafter as may be to take possession of the aforesaid Negro Slaves and to sell the same or so much thereof as shall be sufficient to satisfy the said debt with all costs thereon expenses of sale of at public auction to the highest bidder for cash at the Court house Door in the Town of Canton County and State aforesaid: after giving thirty days previous notice of the time place and conditions of said sale in some public newspaper published in the County of Madison aforesaid and in advertisements set up at three public places in said County and out of the monies arising from such sale the said Johnson Silverberg shall after satisfying the charges thereof and all other expense attending the premises pay to the said William P Anderson or his legal representatives the debt aforesaid of one thousand eight hundred and ninety seven & 28/100 dollars with the interest which may be due thereon and the balance if any he shall pay to the said Lewis Gurley his heirs

or their administrators & assigns but if the debt aforesaid shall be fully paid off and discharged and satisfied before or when the same becomes due and payable then this Indenture is to be void otherwise to remain in full force and virtue In testimony whereof the said parties of the first part and second part have hereunto set their hands and seals the day and year first above written

Inpresence of
Chas Searles

Lewis Gunley (Seal)
J Silverberg (Seal)

The State of Mississippi }
Madison County } personally appeared before me William Riley Clerk of the Probate Court of said County Lewis Gunley and Johnson Silverberg who severally acknowledged that they signed sealed and delivered the above and foregoing instrument on the day and year therein mentioned as their voluntary act and deed given under my hand and seal of office at Canton the 12th. day of April A.D. omini 1839

LS

William Riley Clerk

John A Hackett
Deed in trust
Lewis Finley

Received for Record the 4th. day of March 1839
and recorded the 21 th day of April 1839

This indenture made and entered into this Twentieth day of January in the year of our Lord one thousand Eight hundred and thirty Seven between John A Hackett and Margaret Hackett his wife of the one first part and Lewis Finley of the other part and Cornelius Newman of the third part all of Madison County Mississippi Witnesseth That said Jno A Hackett and Margaret Hackett his wife for and in consideration of the sum of Twelve dollars in hand paid by the said Finley before the sealing and delivering of these presents and for and in consideration of other causes herein after mentioned do hereby sell release bargain and confirm and convey unto said Finley the following land situate lying and being in Madison County in Township 8 & 10 in Range 3 East to wit the west half of the north west quarter of Section Number 23 and so much of the South of Section 22 as was conveyed by said Newman and wife to said Jno A Hackett by deed dated this day of January 1837 Containing in all two hundred and twenty three acres to have and to hold said land to said Finley in trust upon and for the following purposes to wit. Whereas said Jno A. Hackett is indebted to said Newman in the sum of fifteen hundred dollars due the first day of January 1838 in the like sum due first of January 1839 in the like sum due the first of January 1840 in the like sum due the first of January 1841 in the like sum due the first of January 1842 & in the like sum due the first of January 1843 Now to secure the payment of said several sums all duly promissory Note of the twentieth day of January 1837 this conveyance in trust is made and it is understood that said Jno A Hackett his heirs and assigns are to be continued and remain in the free free occupation and use of said land let-free from hindrance or molestation of or from said Finley or said Newman heirs heirs assigns Executors or administrators unless as shall be hereinafter mentioned Point- Should said Hackett his heirs assigns Executors or administrators be in default of payment of said sum due the first day of January 1838 or said sum due the first day of January 1839 or said sum due the first day of January 1840 or said sum due the first day of January 1841 or said sum due the first day of January 1842 or said sum due the first day of January 1843 or any one or either of them or any part of any any one or either of them

at the time when they become due then the said Lewis Finley or in case of his death his executor or executors administrator or administrators shall upon the application and requirement in writing of said Cornelius Newman his heirs executors administrators and assigns take said property into possession either actually or conditionally and proceed to sell the same or so much thereof for cash at public sale as may be necessary to satisfy such part of any of said debt or debts remaining unpaid and interest as then may be due and make deed or deeds of conveyance to the purchaser or purchasers therefor in fee simple and the balance of said property so at any such time remaining unsold to be and remain in the possession of said Hackett as aforesaid until such time as it may become necessary for said trustee again to sell for the payment of any said debts remaining and upon the payment of all said debts by said Hackett his heirs Executors administrators & assigns the said property is to be forever free & discharged of the execution of this deed of Trust and it is hereby understood that before any such sale as is contemplated by this deed is made it shall be the duty of said Trustee to advertise said property in some newspaper printed at Jackson Canton or Madisonville should one be so published sixty days before the sale which sale shall take place at Madisonville and said Margaret Hackett wife of said John A Hackett relinquishes to said Lewis Finley for the purposes of this deed of trust all her right title interest of dower in and to said land and said Trustee hereby covenants to rent and truly pay over all such sums of money as may be raised by this deed of Trust to the purposes therein mentioned and for the true and faithful Execution and performance of this deed of trust the said parties hereby themselves their heirs Executors & administrators

In testimony of all which they hereto set their hands and seals or marks to the said for their seals this date first written

J A Hackett (Seal)
Margaret Hackett (Seal)
Cornelius Newman (Seal)
Lewis Finley (Seal)

The State of Mississippi
Madison County } personally appeared before the undersigned Justice of the peace of said County the above named John A Hackett Margaret Hackett his wife Cornelius Newman and Lewis Finley and acknowledges the above written indenture to be their act and deed and desired that the same might be recorded as such according to law the said Margaret being by me examined seperate and apart from her said husband and the contents thereof being first made known to her declares that she did voluntarily and of her own free will and accord seal and as her act and deed deliver said indenture without any coercion or compulsion of her said husband In testimony whereof I have hereunto set my hand and seal this 30th January AD 1839

Owen Van Vacter J.P. (Seal)

The State of Mississippi } I hereby certify that the above and foregoing Deed of Trust and hereby release and forever discharge the property therein mentioned and intended to be secured by the same from the lien of said Deed of Trust. Given under my hand and seal this 16th day of August AD 1848
Madison County
for said State — Given under my hand

Toms & Wade
Bond
W G Walker

Received for record the 20th April anno Domini 1837
and recorded the 20th April 1837

Know all Men by these presents that we James M Toms William Wade & John E Tiller are held and firmly bound unto William G Walker his heirs executors administrators and assigns in the sum of forty five thousand dollars to be paid to the said William G Walker or his certain attorney executors administrators or assigns for which payment to be well and truly made we do bind ourselves our heirs executors administrators firmly by these presents sealed with our respective seals dated the seventh day of January anno Domini Eighteen hundred and thirty Seven
The Condition of this obligation is such that whereas the said William G Walker hath consented to sever himself from the Copartnership heretofore and carried on in the Town of Madisonville County of Madison and State of Mississippi under the Style and title of J M Toms & co and to sell and dispose of his interest in the said Copartnership to the said William Wade so that he the said William G Walker may be indemnified from all damages by reason of the said trade Now if the said James M Toms and William Wade shall and do indemnify and save harmless the said William G Walker his executors and administrators from all manner of damages charges and expenses which he or they may sustain or be put to by reason of the said Copartnership carried on under the Style of M Toms & co or by any thing relating thereto and more particularly by reason of the following debts viz

Grant & Barton due July 13. 1837	and 7 to	$ 4657.57
Dorsey & Co	15	3422.35
Benedict & Benedict	16	1453.77
G W Sylvester	20	26 60.96
Matthews & Starr	25	5 44.17
M M Iverson & Co	20	435 46
J J Hispan & Co	28	310 16
Boyden Case & Co	16	1957.20
R H Aycock & Co	27	1045.22
Madison Thomas & Co	22	2058 94
D & A Perry & Co	16	7 20 66

J & A Lowry	April 16 "		720.67
H & B Douglas	" 22		453.55
Jas Cook & Co	dec January 26 1837	antj to	165.89
Bancroft & Holly	25		271.56
J H Phelps & Co	March 23		259.29
Note in Union Bank	June 22		1000.00

Sealed and delivered in presence of
D M Porter
Geo Robinson

James M Gomes (Seal)
William Wade (Seal)
John R Tillon (Seal)

The State of Mississippi } This day personally appeared before me
Madison County } Charles Moore a Justice of the peace D M Porter one of the subscribing witnesses who says he saw Geo Robinson sign the above obligation & that he saw James M Gomes William Wade and John R Tillon sign the above bond & acknowledge it to be their act & deed Given under my hand and seal this 8th February 1837

Charles Moore (SEAL)

Payne & Comfort
Deed in trust
S D Livingston

Received for record the 27th March 1837
and recorded April 21 1837

This indenture made and entered into this the Twenty Seventh day of March in the year of our lord Eighteen hundred and thirty Seven between James M Payne & Joseph W Comfort of the County of Madison and State of Mississippi of the first part Samuel D Livingston of said County and State of the second part and Freeman Gates of same County and State of the third part witnesseth that whereas the said James M Payne and Joseph W Comfort on the Twenty Seventh day of March in the year of our lord ~~eighteen hundred~~ and thirty Seven aforesaid made their certain promissory note of that date for Seven hundred and fifty dollars payable to the said Freeman Gates or order for value Received on the first day of January A D Eighteen hundred and thirty Eight and the said James M Payne and Joseph W Comfort are desirous to secure to the said Freeman Gates the payment of the said note & shall fall due and become payable therefore they the said James M Payne & Joseph W Comfort for and in consideration of the premises and for the further consideration of ten dollars to them in hand paid by the said Samuel D Livingston have bargained and sold and by these presents do now hereby bargain sell alien convey and confirm to him the said Samuel D Livingston & his successors and legal representatives the certain lot or parcel of land situate being and lying in the town of Canton and County and State aforesaid known and designated in the plan of said town as Lot No Two in Square No Seven containing one hundred feet front by two hundred back together with all and singular the premises and appurtenances thereunto belonging or in any wise appertaining to have and to hold the above described lot (excepting as herein excepted) to the said Samuel D Livingston and his successors and legal representatives free from and against the right title or claim of all and every person whatsoever and so the same is warranted and to be defended yet this conveyance is in trust so that if after the expiration of thirty days from and after the maturity of the aforesaid note its amount or any part thereof shall be unpaid to the said Freeman Gates and he shall

A Freeman Gates hereby acknowledges full satisfaction of the debt within secured in the within deed of trust and releases the property therein specified this 12th day of March 1838 S D Livingston

so request it shall thereupon be the duty of the said Samuel D Livingston or his Successors or Legal Representatives after giving thirty days prior notice by advertisement in the aforesaid County of Madison to sell at public auction to the highest bidder or bidders for cash all or so much of the said bargained premises as thereto may suffice and out of the proceeds thereof pay the amount so due and unpaid to the said Freeman Gates and the overplus if any to the said James M Payne and Joseph W Comfort first honor paying the charges of sale and upon said sale the said Samuel D Livingston or his Successors or legal Representatives shall make to the purchaser or purchasers a good and sufficient deed for the lot so sold But until such sale shall intervene the said James M Payne and Joseph W Comfort may retain the possession use of said lot herein conveyed and finally if the shall as herein contemplated fully pay and satisfy the said Note then and thereafter this deed is to be void & as if never made In testimony whereof the parties have hereunto set their hands & affixed their seals the day and year above written

Test
J B Howcott

James M Payne (Seal)
Joseph W Comfort (Seal)
S D Livingston (Seal)
Freeman Gates (Seal)

State of Mississippi }
Madison County }

personally appeared before me J. S. Salmon an acting Justice of the peace the above named persons and acknowledged the above deed of trust as their voluntary act and deed

Given under my hand and seal this 27 day of March 1837

J. S. Salmon J.P. (Seal)

William P Young
Deed in Trust
Charles P Young

Received for record the 27th of March 1837
and recorded the 21st of June 1837

State of Mississippi Madison County

Know all men by these that I William P Young of the first part and Wesley Dunn of the second part and Charles P Young of the third part all of the County and State aforesaid witnesseth that whereas the party of the first part is indebted to the said Charles P Young of the last part in different sums of money amounting in all to about fifty two hundred dollars and the party of the first part being desirous to secure the said Charles P Young of the last part do grant bargain sell and convey unto the said Wesley Dunn of the second part in trust for the only proper use and benefit of the party of the third part the following property as hereinafter described to wit the W½ of the S E¼ Sec. 4 Tp. 8 R. 3 containing in all about Eighty acres more or less and the following negroes George aged about fifty five Ben aged about twenty two Nancy aged about twenty seven and Yellow Nancy aged about twenty six and George six and Louisa seven also one pleasure Carriage & Harness one sorrel horse one bay horse (dark) one yellow boy one Red and white cow one Black and white one brindle and white cow one Red and two yearlings both Red two sows & seven shoats together with all my house hold and Kitchen furniture also my farming utensils to tedious to mention to have and to hold the said property as above described to the only proper use and benefit of the said Charles P Young of the last part or his Executors administrators or assigns nevertheless in trust and for the following purposes that is to say. whereas the said William P Young have this the fifth day of March 1837 Executed two bills of Exchange to the said

said party of the last part on for twenty five hundred & Seventeen 76/100 dollars and another for Seventeen hundred & Eleven 10/100 dollars both of said bills is left unpaid to any house but the party of the third part has full Power to file upon direct Either or both of said bills to or on any house he may chose in the City of Neworleans or else where so that they are not to fall due of shorter date than Twelve months from the date of Each bill There is also a note of five hundred & fifty 50/100 dollars due in april 37 and a balance on a bill due the first of March 1837 to the house of J. G. Boylston & Neworleans said bill consideration by the party of the third part for the benefit of the party of the first part a portion of which has been paid there is yet a balance due but the party dont know the amount the note as above mentioned was given was given in the same manner as the bill it is agreed between the parties that the property herein contained is to remain the use and possession of the said party of the first part unlil until the fifteenth day of March 1838 now if the party of the first part shall punctually discharge the several debts as above mentioned at or before the maturity of the first mentioned debts then this deed to be of no effect but if the said William P. Young shall fail or refuse to pay the said several debts as they fall due or at the maturity of the first mentioned debts then the said Wesley Drane of the second part his heirs assigns Executors or administrators shall have full power and authority to enter upon the premises of the said P. Young or wherever said property may be found to seize and take into possession the same and cause the same to be sold at auction having given first fifteen days notice (publick) of the time and place of such sale and the said Wesley Drane of the second part shall discharge out of the proceeds of said sale the amount of the claim of the third party if there be enough or should there be any over after paying off these several claims together with all costs and each and which may accrue in carrying this instrument into effect and the surplus if any then shall be paid over to the said William P. Young In witness whereof I have set my hand and seal this 15. day of March 1837

William P. Young (Seal)

State of Mississippi }
Madison County } Personally appeared before me the undersigned a Justice of the peace in and for said County the above named William P. Young who acknowledged that he assigned the above deed for the purposes therein expressed signed sealed and delivered before me on the 21st day of March 1837

Booker Salmon J.P.

William P. Young

Andrew Ellis wife
Deed in trust
Ford Markham &c

Received for record the 15th day of April 1837
and recorded the 22 of apil 1837

This indenture made this thirteenth day of March in the year of our lord Eighteen hundred and thirty Seven between Andrew Ellis Senior and Judith his wife of Madison County and State of Mississippi of the first part and Josiah Newman and John G Otto of the same County and State aforesaid of the second part and Ford Markham and Company Merchants at Vicksburg in Warren County and State aforesaid of the third part witnesseth that whereas the said

Andrew Ellis Senr was indebted on the first day of March in the year afore
said to the said Fred Markham & Merchants as aforesaid in the sum of
Six thousand four hundred and fifty two dollars and ninety two cents
which said debt or sum of money was then and there not paid nor has the said debt
or sum of money aforesaid been paid or any part thereof at the making of this
indenture but by reason of this indenture the said Andrew Ellis Senr hath
until the first day of March AD 1838 for the payment of the said sum of Six
thousand Four Hundred and fifty two dollars and ninety two cents he the
said Andrew Ellis Senr paying interest on the said sum above mentioned
until the same be so due and paid at the rate of Ten percentum per an

Vicksburg Miss. Jany 2nd 1839

page 420

Mr John G. Ott

Dear Sir

We are to day in receipt of a letter from Mr Wm S. Bailey under date of the 2nd inst from W. Ellis requesting a Power of atty from us authorizing the relinquishment of the property deeded to ourselves by Andrew Ellis Senr for our benefit which appears on record in the Probate Office of Madison County, In similar transactions we have been informed by Counsel here that the Trustees in such cases are the proper persons to enter satisfaction when the debt is satisfied and as you executed said Trust so far as to satisfy the said Claim against said Ellis we deem it proper that any entry necessary or legal to be made on the record of said deed should be done by yourself as Trustee

Very Respectfully yours
Fred Markham & Co
by Liquidation

Livingston on the
ory note of that date
for the sum of
payable at the com
received which said
1838 and now the said
Markham & Company
tioned with the indent
missory note above
w they the said Ar
ation of the premises
osiah Newman and
at and before the sealing
and do now here
said Josiah Newman
s and assigns the fol
the County of Madison
of Section Twenty Eight
of the north west quar
e one west the south
the South half of the
wenty Eight of Town
ee hundred and Thirty
ng Slaves another in
s Joe aged 21 years
aged 22 years Money
2 years also Six Horses
tities and household
by the crop is meant
now as it is picked which
e conveyed as aforesaid
during the year of our lord Eighteen hundred and thirty seven up to the
first day of March AD 1838 To have and to hold the above described premises
and the said negro Slaves and their increase with all the other property
including the crop as aforesaid together with the appurtenances thereunto
belonging or in any wise appertaining to the said Josiah Newman and the
said John G Ott their heirs Executors administrators or assigns forever free
from and against the right title or claim of the said Andrew Ellis Senr and
Judith his wife their heirs Executors or administrators and all and every
person or persons whatsoever and to the same we warrant and are to be defen
ded and also that the above named Slaves and their increase are Slaves for
life and so are they warranted and shall be defended By this conveyance
is in Trust that if after the expiration of thirty days from and after the ma
turity of said sum of Six Thousand four hundred and fifty two

ch in the year afor
said in the sum of
d ninety two cents
n has the said debt
t at the making of this
ndrew Ellis Senr hath
said sum of six
ninety two cents be the
above mentioned
n percentum per an

num and whereas also the said Andrew Ellis Senr at Livingston on the day and year first above written made his certain promissory note of that date for the payment to the said Ford Markham & Co or order for the sum of Two thousand one hundred dollars negotiable and payable at the Commercial and Rice Road Bank at Vicksburg for value received which said note is due and payable on the first day of March A D 1838 and now the said Andrew Ellis Senr is desirous to secure to the said Ford Markham & Company the payment of the debt or sum of money first above mentioned with the interest thereon as aforesaid and also the payment of the said promissory note above recited when they shall respectively mature. Therefore they the said Andrew Ellis Senr and Judith his wife for and in consideration of the premises and of one dollar to them in hand paid by the said Josiah Newman and John G Alt the receipt whereof is hereby acknowledged at and before the sealing and delivering hereof have bargained and sold and do now hereby bargain sell grant confirm and convey to them the said Josiah Newman and John G. Alt their heirs Executors administrators and assigns the following parcels or tracts of land lying and being in the County of Madison and State aforesaid to wit The South west quarter of Section Twenty Eight of Township Eight of Range one west the west half of the north west quarter of Section Twenty Eight of Township Eight of Range one west the South half of the East half of the north west quarter and the South half of the west half of the north East quarter of Section Twenty Eight of Township Eight of Range one west Containing in all three hundred and thirty acres be the same more or less together with the following Slaves and their increase to wit Henry aged ~~28~~ years Willis aged 23 years Joe aged 21 years Newton aged 19 years Celey aged 23 years Matilda aged 22 years Nancy aged 17 years Hannah aged 11 years & Parthena aged 2 years also Six Horses one waggon and Team Cattle Sheep Hogs farming utensils and household and Kitchen furniture together with the crop and by the crop is meant the Corn and all other grain and also the Cotton so soon as it is picked which may grow or be brought upon the said premises above conveyed as aforesaid during the year of our lord Eighteen hundred and thirty seven up to the first day of March A D 1838 To have and to hold the above described lands and the said negro Slaves and their increase with all the other property including the crop as aforesaid together with the appurtenances thereunto belonging or in any wise appertaining to the said Josiah Newman and the said John G Alt their heirs Executors administrators or assigns forever free from and against the right title or claim of the said Andrew Ellis Senr and Judith his wife their heirs Executors or administrators and all and every person or persons whatsoever and to the same we warrant and are to be defended and also that the above named Slaves and their increase are Slaves for life and so we they warrant and shall be defended by this conveyance is in Trust that if after the expiration of thirty days from and after the maturity of the said sum of six thousand four hundred and fifty two

dollars and ninety two cents with the interest thereon aforesaid and also the said promissory note for two thousand and one hundred dollars these respective amounts or any part thereof shall not have been paid to the said Ford & Markham Company merchants at Vicksburg as aforesaid and they shall request it then it shall thereupon be lawful for the said Josiah Newman and the said John G. Ott or either of them or their respective heirs or legal representatives after giving thirty days notice by advertisement in some newspaper published in Madison County and State aforesaid from and after the time of the request of the said Ford Markham & Company to sell in Canton Madison County and State aforesaid at public auction to the highest bidder or bidders for ready money to wit and if necessary the whole of the aforesaid land and negro slaves together with the other property herein conveyed as thereto may suffice and out of the proceeds pay the amount so due and expenses with the per centum interest thereon to the said Ford Markham & Company or their attorney or attorneys and the overplus (if any) to be paid to the said Andrew Ellis Senr. and Judith his wife or their heirs or assigns first however paying the charges of said sale and upon such sale the said Josiah Newman and the said John G. Ott or either of them their heirs or legal representatives shall make to the purchaser or purchasers a good and legal title of conveyance for the said slaves and their increase and the other property so sold and the same shall be made possible as to the said Andrew Ellis Senr. and Judith his wife their heirs executors or administrators but until such sale or sales shall intervene the said Andrew Ellis Senior and Judith his wife may retain the use and possession of the said land negro slaves and all other property herein conveyed provided always and it is hereby understood that the said slaves or any or either of them or any part of the property including the crop shall not be removed from off the said premises without the consent of the said Josiah Newman and the said John G. Ott or either of them and in case there be such a removal the said Josiah Newman and the said John G. Ott or either of them may take possession thereof forthwith and keep the same together for the purposes herein mentioned and finally if the said Andrew Ellis Senr. shall as herein contemplated fully pay or cause to be paid to the said Ford Markham & Company the sum respective amounts and all other interest thereon as aforesaid then and thereafter this deed is to be null and void and as if never made Witness whereof the parties have hereunto set their hands and affixed their seals the day and year above written

Andrew Ellis Senr (Seal)
Judith Ellis (Seal)
John G Ott. (Seal)
W. F. Markham (Seal)

The State of Mississippi }
Madison County }

personally appeared before me the undersigned an acting Justice of the peace in and for said County Andrew Ellis Senr who acknowledges that he signed sealed and delivered the foregoing instrument as his own act and deed for the purposes therein contained and also appeared before me as aforesaid Judith the wife of the said Andrew Ellis Senr. who being duly examined separate and apart from her said husband acknowledges that she signed sealed and delivered the foregoing instrument as her own voluntary act and deed for the purposes therein expressed without fear threat or compulsion of her said husband and at the same time appeared the said John G Ott who acknowledges that he signed the foregoing deed for the purposes therein contained as his own act and deed

Given under my hand and seal this 30th day of March AD 1837

M W Conway JP (Seal)

The State of Mississippi } personally appeared before me Eldridge G Walker
Warren County } Clerk of the Probate Court of said County William F Howard whose name is subscribed to the within deed of Trust who acknowledges that he signed sealed and delivered the same on the day and year therein mentioned as his act and deed Given under my hand and seal of office this 3rd day of Apr AD 1837

Jas E G Walker Clk

Charles B Howard
Trustee
Caldwell & Legrand

Received for record the 22 day of Apr 1837
and recorded the same day

This indenture made this 20th day of Apr 1837 between Charles B Howard of the first part Benj Robinson of the second and John Caldwell and William I Legrand of the third part witnesseth whereas the said Howard is justly indebted to the said William I Legrand in the sum of Six hundred and ninety two dollars by note dated the 17th March 1837 on which suit has been brought in the Circuit Court of Madison County and is also justly indebted to the said John Caldwell as follows to wit one note drawn by said Howard payable to said Caldwell or order for the sum of four hundred dollars dated the 20th of Apr 1837 due sixty days after date and other note for three thousand dollars payable to said Caldwell or order dated the 20th of Apr 1837 due fourteen months after date and other note of three hundred & ninety two dollars 18 cents dated 27th March 1837 payable to the order of said Caldwell at the grand Gulph Rail Road bank due the 1st July 1838 another note for four thousand dollars payable to the order of said Caldwell four teen months after date dated the 20th Apr 1837 an other note of four hundred and twenty dollars dated the 2d Apr 1837 payable at the said grand gulph Bank to the order of said Caldwell on the first of July 1838 an other note payable at the bank in Canton dated the 18th of Apr 1837 for the sum of fifteen hundred and eighty seven dollars endorsed by said Caldwell an other note for three thousand dollars dated the 10th Apr 1837 also endorsed by said Caldwell payable at the Mississippi and Alabama Rail Road bank at Brandon and also an other note dated Apr 20th 1836 payable at fourteen months after date to the order of said Caldwell for the sum of ten thousand dollars all of which notes are endorsed by said Caldwell for the benefit and use of said Howard excepting the one of 332 dollars 18 cents as aforesaid which money is due from said Howard to said Caldwell now he the said Howard being willing to secure to said Legrand the payment of the said sum of 292 dollars on or before the 1st of Apr 1838 with interest and costs thereon and also to secure and save harmless him the said Caldwell in his endorsements of the several notes as aforesaid and to secure to him the payment of the said sum of 332 dollars & 18 cents due him as aforesaid therefore for and in consideration of the premises and for the further consideration of ten dollars in hand paid to him the said Howard by him said Robinson the receipt thereof being hereby acknowledged he the said Howard doth grant bargain sell alien and confirm unto him the said Robinson the following land slaves and other property to wit the west half of SE quarter the east half of SW quarter the East half of NW quarter the West half of NE quarter the

The State of Mississippi } I hereby certify the within deed of trust to be duly recorded by this 22d
Madison County } day of June 1837 at 10 o'clock A.M. and duly examined and as far as I am interested in the same
correct copy
Attest
Jas E G Walker Clk

Satisfaction for the Debt intended for as herein set forth
Jas E G Walker Clk

east half of of the S.E. quarter the west half of E half of S.E. quarter section 36 Township no 8 Range 2 East, North half of lot no 5. of section no 6. Township no 7. Range 3 East South half of E half of S.E. quarter section no 6. Township no 7. Range 3 east. all lying in the County of Madison Mississippi also a lot of land lying on the east Bank of Pearl River in township no Seven Range No 3 east Containing 136 acres. and containing in all acres and three slaves to wit Mannie Reuben Jehugler blaiborn wash Ben Sam & Lucinda Mary Rody & Ambrose and five mules three horses two yoke of oxen and waggon twenty head of cattle & sixty head of hogs to have and to hold the said lands and slaves together with the increase of the females thereof and also the other property aforesaid to him the said Robinson his heirs & forever But upon this special trust and confidence nevertheless that should default be made in the payment of either of the debts aforesaid or upon the said Caldwell becoming liable and about to be sued and put to Costs upon account of his endorsements of the said notes as aforesaid or in or any of them then he said Robinson upon the request of the party entitled is to sell said lands and slaves and other property at auction to the highest bidder for Cash after duly advertising the time and place of sale for the space of three months and out of the proceeds thereof pay first the expenses of this trust and then the said debt due to the S. Sayrand and then said debt due to said Caldwell and also all of his liabilities as aforesaid in consequence of his endorsements of the notes aforesaid together with interest and costs accruing upon each and all of said debts and endorsements and the balance pay unto him the said Howard In testimony whereof he hath hereunto set his hand and seal the day and year first written

C B Howard (Seal)

The State of Mississippi
Madison County } personally appeared before the undersigned Justice of the peace in and for said County Charles B Howard and acknowledged the above written instrument to be his act and deed and desired that the same might be recorded as such according to law Given under my hand and seal this 21st April 1837

Orrin Vanvacter J.P. (Seal)

Sylvester Pearl
Deed
Dyer Pearl

Received for record the 22 of April 1837 and recorded same day

Know all Men by these presents that I Sylvester Pearl of the County of Lowndes and State of Mississippi for and in consideration of seven hundred and fifty dollars and other valuable considerations received to my full satisfaction from Dyer Pearl of Davidson County and State of ~~Mississippi~~ Tennessee have bargained sold quit claimed released and conveyed and by these presents do bargain sell quit claim release convey and confirm unto him the said Dyer Pearl his heirs and assigns all that certain tracts pieces or parcels of land situate lying and being in the Counties of Choctaw Winston Madison and Kemper in said State of Mississippi Known and designated as follows to wit the east half of the north east quarter and east half of the south east quarter of section twenty one in Township thirteen north of Range eight east

The west half of the north west quarter and west half of the South west quarter of Section nine in Township nineteen north of Range eight east the west half of the South east quarter of Section eighteen in Township eighteen north of Range nine east The west half of the north west quarter of Section thirty three in Township Sixteen north of Range two east The South west quarter of the South west quarter of Section twenty five in Township Sixteen north of Range eleven east The north east quarter of the north west quarter of Section thirty one in Township Sixteen north of Range Twelve east The west half of the South east quarter and east half of the South west quarter of Section Six in Township eleven north of Range five East the east half of the South east quarter of Section thirteen in Township Twenty north of Range fifteen east containing about Seven hundred and thirty acres all together more or less and the said Sylvester Peace for himself his heirs executors and administrators doth covenant and agree to and with the said Dyer Peace his heirs and assigns that he the said Sylvester Peace and his heirs the before recited lands and bargained premises and appurtenances unto the said Dyer Peace his heirs and assigns against him the said Sylvester Peace and his heirs shall and will warrant and forever defend In Testimony whereof I the said Sylvester Peace have hereunto set my hand and seal this 7th day of April A D 1837

Test
S Franklin
Harrison Hale

Sylvester Peace (Seal)

The State of Mississippi Lowndes County } Personally appeared before me Orio P. Brann Clerk of the circuit Court in and for the County and State aforesaid the above named Sylvester Peace who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed

given under my hand and the seal of the said Court being my seal of office this 8th day of April A D 1838

Orio P Brann Clk

G H Fitzgerald
To deed in trust
Collin S Simpley

Received for record the 25th of April 1837 and recorded the 28th of april 1837

whereas Garrett H Fitzgerald of Hinds County in the State of Mississippi has this day drawn a bill of exchange upon A & S Dick & Co of New Orleans for the sum of Seven thousand seven hundred and twenty seven dollars and seventy cents payable on the 7th day of March 1838 and for the purpose of securing the said A & S Dick & Co in their acceptance of said bill & of securing the payment thereof to the holder of said bill when the same falls due the said Garrett H ~~Fitzgerald~~ is willing to secure by deed of Trust his growing crop of Cotton for the year 1837 and the land and negroes herein described so as fully to indemnify the acceptors or holders of said bill from all loss which might arise from the said Garrett H not meeting the same promptly at maturity now this indenture made and entered into on this the 17th day of April 1837 by and between the said Garrett H Fitzgerald and Mary his wife of Madison County State of Mississippi of the first part Collin S Simpley of the second part and A & S Dick & Co of the City of New orleans by C S Simpley their attorney of the third part witnesseth that the party of the first part for

and in consideration of the premises and also in consideration of the sum of ten dollars to them in hand paid by the party of the second part the receipt whereof is hereby acknowledged have this day given granted bargained sold aliened and conveyed and by these presents do hereby give grant bargain sell alien and convey to the party of the second part the following property real personal and mixed that is to say the East half of the south west quarter of Section 25 the South half of the east half of the north west quarter of Section 36 and the ~~west half of the west half~~ west north west quarter the north half of the west half of the south west quarter of Section 25. and the north half of the east half of the north west quarter of Section 36. and the west half of the north west quarter of Section 36 all in township 8. Range 3 west. and also the following Slaves to wit Celick aged about 22 years Delphy 20. George 2. Young 21. Phebe 18. Nelson 2 & Adam 35. Moses 12. Matilda 3. Tyre 15 Lucy 14 and little Matilda 4 years of age and also the growing crop of the year 1837 to be planted and grown by the said Garrett H on the aforesaid land to have and to hold the ~~aforesaid~~ land negroes and crop of Cotton to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever and the party of the first part for himself and herself and their heirs & their Heirs do hereby and herein covenant to and with the said party of the second part his heirs &c. that they will warrant and defend the title in and to the before described property. and that the aforesaid Slaves are sound and healthy and Slaves for life against the claim or claims of all and every person or persons whatsoever in trust nevertheless that if the parties of the first part shall well and truly pay off and discharge the aforesaid bill of exchange with the commissions for accepting the same at or before the time said bill falls due then this deed to be void and for naught held or returned but should default be made in the premises then and in that event it shall be the duty of the party of the second part upon request of the party of the third part or upon request of the holder of said bill to advertise the said land and negroes for sale in some newspaper published in Hinds County and after giving thirty days notice of the time and place expose said property to sale to the highest bidder for cash and from the proceeds of such sale after deducting the usual costs charges and commissions pay off to the party of the third part or to the holder of said bill the amount due thereon and it is agreed that unless default be made in the premises provided said negroes are kept on the aforesaid plantation and also that the crop of Cotton be applied as herein after directed the said party of the first part remain in possession of the property herein conveyed and use and enjoy the same and by the aid thereof cultivate the crop of Cotton aforesaid and as soon as said crop can be gathered & ginned & prepared for market and as fast as the same can be done to ship the said Cotton under the direction and controul of the party of the second part to the said party of the third part or any other house they may designate to be sold for and on account of the party of the first part and the net proceeds thereof be applied to the payment of said bill of exchange and the said Garrett H binds himself carefully and faithfully to cultivate the crop aforesaid and as fast as the same can be prepared for market to ship it as aforesaid under the controul and

direction of the party of the second part and for the purposes herein expressed In testimony whereof the parties have hereunto set their hands and seals this day and date above

G H Fitzgerald (Seal)
Mary Fitzgerald (Seal)
C S Tingley (Seal)
C S Tingley for (Seal)
A & S Dick & Co

State of Miss
Madison County } Personally appeared before me the undersigned an acting Justice of the peace for said County the above named G H Fitzgerald and Mary his wife who both acknowledged they signed and sealed the foregoing deed for the purposes therein expressed as their act and deed Signed and sealed before me this 19th of April 1837.

Wm Varner J.P.

The State of Mississippi }
Madison County } Personally appeared before me William Riley Clerk of the Probate Court of said County C S Tingley who acknowledged that he signed sealed and delivered the annexed and foregoing instrument on the day and year therein mentioned as trustee and agent for A & S Dick & Co as his voluntary act and deed also for the uses and purposes therein contained

Given under my hand and seal of office at Canton the 25th day of April anno dominii 1837.
William Riley Clerk

L S

Madison County

E R Anderson
Sed in trust
C S Tingley

Received for record the 25th of April 1837
and recorded April 29 1837

Whereas Edward R Anderson of Madison County in the State of Mississippi is Justly indebted to Messrs A & S Dick in the city of New Orleans in the sum of Twenty thousand five hundred and sixty five dollars and fifteen cents due to the said A & S Dick on the day of the date hereof a portion of which said indebtedness having been created by a draft drawn on said A & S Dick & Co by said Anderson Jointly with one G Robinson for the sum of Twelve thousand dollars, upon which, the said A & S Dick & Co have advanced the money without having been placed in funds by said Anderson and Robinson and upon which draft for the advancing gentlemen interest &c. the said Robinson is Justly bound and a portion of said debt having been created by a draft drawn by said Anderson Jointly with one John E Richardson for the sum of four thousand six hundred and sixty five dollars & forty four cents which draft has in like manner been paid off by said A & S Dick & Co and for the payment of said sum with commissions interest &c they hold the said John E Richardson equally bound with said Anderson and the said Edward R Anderson without intending to affect the liabilities of the said Robinson & Richardson above specified or in any wise whatever to cancel or annul any previously existing contract between himself and said A & S Dick & Co is willing further to secure them in the payment of the aforesaid debt so as to place the sum beyond the reach of a reasonable contingency and for that purpose is willing to put certain property both real and personal in trust and

also put in trust his whole crop of Cotton to be grown by him in the year 1837 on about seven hundred acres of land to be by him planted and cultivated and prepared for Market by the 1st day of February 1838 now this indenture made and entered into on this the twentieth day of March one thousand eight hundred and thirty seven by and between the said Edmund R Anderson of Madison County State of Mississippi of the first part and Collin S Tenpley of Clinton in said State of the second part and Wm S Dick & Co by Richard S Booker one of the partners in said firm of the third part Witnesseth that for and in consideration of the premises and also in consideration of the sum of Ten dollars to him in hand paid by the said Collin S. the receipt whereof is hereby acknowledged hath this day given granted bargained sold aliened enfeoffed and conveyed and by these presents doth hereby give grant bargain sell enfeoff and convey to the said Collin S. Tenpley the following negroes to wit, Wales about twenty five years of age Ben about twenty Peter about twenty Little Jim about fifteen Matilda Read about sixteen Isabella about fifteen Jude about thirteen Sam about fifteen Tall Lucy about twenty Mary Williams about eighteen Big Harriett about sixteen Mary Sam about seventeen and Eliza Hager about sixteen years of age all sound and healthy and slaves for life all said negroes now being on the Hinds County plantation except Isabella Sam Matilda Read & Jude who are on the Madison County plantation also two hundred and twenty acres of land lying and being in Hinds County constituting a part of the plantation purchased from Hard Known and designated as the Hard tract embracing a portion of the land now cultivated by the said Anderson in his Hinds County plantation also a Tract of land in Bazor County containing six hundred and ~~Eighty~~ sixty acres being the same purchased by said Anderson of Lemuel Cannon on or about the 1st day of February 1837 also the growing crop of Cotton or otherwise the crop of Cotton to be cultivated by said Anderson on his plantations both in Hinds and Madison Counties which it is understood will be about seven hundred acres to have and to hold the said property herein specified both real personal and mixed together with all the appurtenances emoluments and hereditaments to the same belonging or in any wise appertaining to the only proper use benefit and behoof of the said Collin S Tenpley his heirs and assigns forever in trust. Nevertheless that if the said Edmund R Anderson shall well and truly pay off and discharge to the said W S Dick & Co the debt aforesaid with lawful interest thereon from this day untill the day of payment on or before the 1st day of October 1837 then this deed to be void and for naught held or esteemed But should said Edmund R Make default in the premises then and in that event it shall and may become the duty of said Collin S by himself or his legally appointed agent or agents to take possession of the Cotton growing upon the farms of said Anderson so far as the same may be gathered and prepared for Market and ship the same to the said W S Dick & Co in New Orleans to be sold for and on account of said Edmund R or to any other house appointed by said W S Dick & Co for that purpose to be sold as aforesaid for the purpose of liquidating the said debt by the net proceeds thereof after deducting freight and the usual ~~charges~~ and customary charges and so on from time to time as the said crop of may be gathered ginned and baled at the discretion of said Collin S. untill the first day of February 1838. unless said debt be sooner paid off or the whole of both of said crops of Cotton be consumed in the payment thereof and after the said first day of February 1838 if the whole of the aforesaid debt be not fully paid then and in that event

it shall be the duty of said Collins at the request of the said N & S Dick to a their assigns to take possession of the aforesaid land and negroes herein specified and after giving thirty days notice in some newspaper published in Hinds County expose the said land and negroes herein specified to public sale to the highest bidder for cash in the town of Canton or so much thereof as will be sufficient to pay off and discharge the residue of said debt which may at that time remain unpaid together with the usual and customary charges for making said sale and commissions thereon and all of said property which may remain unsold after the full and entire payment of said debt to be returned to said Edmund R or his assigns or legal representatives and in the event of such sale the said Edmund R claims to himself the right of selecting the mode in which said property shall be offered so far as regards that which shall be first offered for sale so as not to hinder impede or encumber said sale and it is agreed by and between the parties hereto that untill default shall be made in the premises the said Edmund R shall possession of all the property herein specified that he shall carefully cultivate the said crop or crops of cotton & other prepare the same for market and deliver it from time to time after it be thus prepared according to the intent and meaning of this deed and it is further agreed that this deed shall not be binding upon the said N & S Dick or in any way hinder molest or preclude them in the enjoyments of any rights relative to said debt due as aforesaid which they now have either as to the time or mode of ~~dis~~ recovery untill their acceptance of this deed to be signified by the signature of their firm name at any time before the 20th day of April 1837 and until their consent be so given that the matter remain in all respects as it now stands so far as their rights are concerned In testimony whereof the parties have hereunto set their hands and seals on the day and date above

witness the signature of
R L Booker this 8th Apl 1837
Jas Sneldan J Barrow

E K Anderson (Seal)
C S Simpley (Seal)
for N & S Dickson Rich L Booker (Seal)

The State of Mississippi } personally appeared before me C P McCaine
Madison County } a Justice of the Peace in & for said County E K Anderson and C S Simpley and acknowledged that they signed sealed and delivered the within deed of trust on the day therein stated for the purposes therein mentioned Given under my hand and seal this 21st March 1837

C P McCaine Justice P (Seal)

Samuel Thornhill to Charles Moore

Received for record the 17th day of April 1839 and recorded the first day of May 1839

This indenture made & this 10th day of March 1839 between Samuel Thornhill and Agnes his wife of the first part & Charles Moore of the second part & Rufus K. Flack of the third part witness that whereas the said Thornhill is justly indebted to said Flack in the sum of three thousand four hundred and thirty dollars by his note and that of Francis M. Fincher bearing even date with this deed and due the 1st of February next and being willing to secure the punctual payment of the same now therefore for and in consideration of the premises and for the further consideration of five dollars in hand paid to said Thornhill the receipt thereof being acknowledged they the parties of the first part have bargained and sold and by these presents do bargain sell alien and confirm to him the sd Moore the following tract of land lying in or near the town of Canton Madison County containing fourteen acres and recorded in the office of said County and bounded as follows to wit Beginning one hundred and forty yards south of the north west corner of E½ of SW¼ of Section nine teen of Township 9 of Range 3 East. Running along said line 280 yards thence East 225 yards thence North ~~to wit~~ 280 thence west to the beginning 245 yards and also two slaves to wit Abraham a man and Rina a woman to have and to hold the said tract of land and the said slaves together with the increase of the said woman to him the said Moore his heirs &c forever but upon this special trust and confidence nevertheless that said Thornhill is to retain free possession of said land and slaves until default be made in the payment of the said note and when default in the same occurs then the sd Moore is to sell the said land and slaves at auction to the highest bidder for cash after giving due notice of the time and place of sale at least thirty days and out of the proceeds thereof pay first the expenses of the sale and then said note the money interest and cost if any on the same and the balance pay over to him said Thornhill. In testimony whereof the parties have hereunto set their hands and seals the day first written

Test T. J. Salmon

Samuel Thornhill (Seal)
Agnes her + mark Thornhill (Seal)
Charles Moore (Seal)
R. K. Flack (Seal)

State of Mississippi
Madison County to wit } personally appeared before me T. J. Salmon a Justice of the peace in and for the county aforesaid Samuel Thornhill who acknowledges that he had signed sealed and delivered the foregoing Conveyance on the day of the date thereof as his act and deed and desires this enrolment in order that the same may be recorded. Given under my hand and seal this 10th day of March 1839
T. J. Salmon J.P. (Seal)

State of Mississippi
Madison County to wit } personally appeared before me T. J. Salmon a Justice of the peace in and for the county aforesaid Agnes Thornhill wife of Samuel Thornhill parties to the foregoing deed bearing date the 10th day of March 1839 who being examined privately and apart from her said husband declared that she had willingly signed sealed and delivered the same as her voluntary act and deed freely without any fear threat or compulsion of her husband and that she wished not to retract it. Given under my hand and seal this 10th day of March 1839
T. J. Salmon J.P. (Seal)

State of Mississippi Madison County Recorded in my office this 1st day of May 1839 at 4 o'clock P.M. Witness my hand and seal of office
C. W. Moore C.C.
Received for record on the 20th day of June 1839 this deed of trust from Samuel Thornhill to Charles Moore & Rufus K. Flack & Francis M. Fincher to secure the payment of the debt therein mentioned and directed me to execute all the duties of a trustee in such case made and provided
Thos. J. Salmon
Clerk

The State of Mississippi } This day personally appeared before me the
Madison County } undersigned Justice of the peace for said
County Charles Moore who acknowledges that he accepts the appointment of trustee in the within deed and will act in obedience according to the direction Given under my hand and seal this Seventeenth day of April 1837

J J Talmon JPC

Benjamine Williams } Received for record the 26th day of April 1837
To assignment } and recorded the 21st of March 1837
John I. Boteler

State of Mississippi Madison County

This indenture made and entered into by and between Benjamine Williams of the first part and John I. Boteler of the second part witnesseth that for and in consideration of the liabilities which said Boteler has incurred on account of the said Williams of the first part and of covenants and agreements hereinafter contained in order to secure the said Boteler of the second part from suffering any loss or damage and for the benefit of all my other creditors and the sum of one dollar in hand paid the receipt whereof is hereby acknowledged I do hereby give grant assign and transfer unto the said John I Boteler "all lands Tenements and hereditaments (and personal property) household goods negroes Merchandize wares Stock in trade and all sums of Money due and coming (to me the said Williams) on Mortgages bonds notes bills of exchange or book accounts to have and to hold the same and to sell or dispose of the same so as to secure himself from all loss or damage in consequence of any liabilities he may have incurred on the account of myself the said Williams of the first part either at public sale or private and to collect all the sums of Money aforesaid and after securing himself against any loss or damage to divide the remaining proceeds of the lands tenements Hereditaments negroes household goods Merchandise wares Stock in trade and sums of sums of Money amongst all my creditors in proportion to their respective debts and it is hereby agreed that the receipts of the said John I. Boteler shall be an effectual discharge to the persons to whom the same shall be given and it is agreed that said John I. Boteler shall and may dispose of the lands negroes household goods wares and merchandize &c at such prices as he in his discretion shall think proper and it is agreed that said Boteler shall not be chargeable for any more than he shall actually receive by virtue of this indenture nor accountable for any loss that shall happen in the management or disposal of the property without his willful default or neglect and this indenture witnesseth further that I have constituted and appointed by this indenture do constitute and appoint the said John I Boteler and in my place and stead put and depute said Boteler of the county and State aforesaid my true and lawful attorney for me and in my name and for my use to ask demand sue for and receive and receive all such sums or sums of Money debts goods wares and other demand whatsoever which is or shall be due and owing to payable payable and belonging to me by any manner or means whatsoever Given under my hand and seal at Madisonville in in Madison County State aforesaid this the twenty fourth day of

of April A D, one thousand eighteen hundred and thirty seven

Test

Joseph Riddle Jr.

G. F. Hayles

Benj Williams (Seal)

The State of Mississippi } personally appeared before me William
Madison County } Riley Clerk of the Probate Court in and
for said County Joseph Riddle Jr. who after being duly sworn
deposeth and saith that he saw the within named Benjamin
Williams sign seal and deliver the within deed on the day
and year therein mentioned and that he subscribed his name
thereto as a witness in said Williams presence and in the pres-
ence of the other subscribing witness Given under my hand
L S and seal of office at Canton this 26th day of April 1837

William Riley Clk

Hinds Co.

G. H. Fitzgerald & wife } Received for record the 17th
To } Deed in Trust } day of April anno Domini,
William Varnell } 1837.

This Indenture made and entered into this 3rd day of April in the year of our Lord one thousand eight hundred and thirty seven by and between Garrett H. Fitzgerald and Mary Fitzgerald his wife of Madison County and State of Mississippi of the first part, William Varnell of said county and Elihu Wasson of Hinds County and State aforesaid of the second, and John A. Boyd of Hinds County and State aforesaid of the third part, Witnesseth, that whereas the said Boyd executed his certain promissory note dated Spring Hill Feby 1st 1836, and payable two years after date at the Planters Bank at Vicksburg for the sum of Seven thousand six hundred and sixty six dollars endorsed by said Fitzgerald B. H. Cook, Rufus B. Powe and Ira E Williams, and payable to the bearer, now whereas said note was made for the benefit of said G H. Fitzgerald, and whereas the said Boyd has this day paid the consideration for which it was given, and whereas the said Fitzgerald has so disposed of said note that he cannot now deliver the same to the said Boyd, therefore in consideration of which, and of the further sum of ten dollars in hand paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged: they the said parties of the first part being desirous fully to secure the said Boyd against said note and all costs and expences that may necessarily accrue thereon, have, for and in consideration of said sums and of the premises, bargained, sold, conveyed and delivered, and by these presents, do bargain sell convey and deliver to the said parties of the second part, their heirs assigns &c, the following property (to wit) The east half of the SW 1/4 of Section 25, also the South half of the E. half of the north west 1/4 of Section 36 also the north half of the west half of the south west 1/4 of Sec 25 also the north half of the east half of

the north west quarter of Sec 36 also the west half of the north west quarter of Section 36 all in Township 8 Range 3 west containing Two hundred and eighty acres more or less being and lying in Madison County and State aforesaid also the following negroes to wit a man named about 38 years old Ellick about 21 George about 22 Milly & more a boy about 10 years old Matilda a woman about 35 & Ophelia about 21 Phebe 16 and Syla age about 12 years old in trust for the use and benefit of the said Boyd as hereinafter more fully expressed (to wit) If the said Fitzgerald shall pay to deliver the above described note to the said Boyd on or before the third of June next or shall pay fully to secure the said Boyd against said note by placing cash in his hands or otherwise to the said Boyd's satisfaction and so the said Boyd shall so request. it shall be the duty of the parties of the second part to proceed to sell a sufficiency of said property to satisfy the amount then due and unpaid on said note with costs at public auction to the highest bidder first giving at least thirty days notice of the time and place of said sale in some newspaper of Madison County or by written advertisement in at least three public places in said County and out of the proceeds of said sale they shall first pay all necessary expenses of the same secondly the amount then due as aforesaid on said note with costs &c and lastly the residue if any they shall to said Fitzgerald or to his order and any residue of said property shall return to the said Fitzgerald but if the said Fitzgerald shall deliver said note to the said Boyd within the time before specified so that no sale shall be had then this deed of trust to be null and void otherwise to remain in full force and virtue In testimony whereof we the said parties to the within deed of trust have hereunto set our hands and affixed our seals on the day and year first above written

G H Fitzgerald (Seal)
Wm Vance (Seal)
E Wasson (Seal)
J A Boyd (Seal)

State of Mississippi
Madison County } personally appeared before me the undersigned Justice of the peace for said County the within named G H Fitzgerald E Wasson and John A Boyd severally acknowledge the signed sealed and delivered the foregoing deed for the purposes therein expressed Signed sealed and delivered before me this 3 day of April 1837

Wm Vance (J.P.)

Recorded May 4th 1837

Memorandum Hunt
to Bills bond
Marcellus Branch

Received for record the 9th day of January 1837
and recorded the 8th of May 1837

(10)

State of Mississippi Madison County

Know all men by these presents that I Memucan Hunt of the State and County aforesaid am held and firmly bound unto Marcellus L Branch of said State and County in the penal sum of Two hundred thousand dollars to be paid unto the said Marcellus L Branch his executors administrator or assigns for which payment well and truly to be made I bind myself my heirs executors and administrators firmly by these presents

The condition of this obligation is such that whereas the said Marcellus L Branch is indebted to the above bound Memucan Hunt in the sum of seventy four thousand seven hundred and two dollars to be paid as follows to wit twenty one thousand ten hundred dollars on the first day of January one thousand eight hundred and ~~thirty~~ twenty seven seventeen thousand eight hundred and thirty four on the first day of March eighteen hundred and thirty eight seventeen thousand eight hundred and thirty four on the first day of March eighteen hundred and thirty nine and seventeen thousand eight hundred and thirty four on the first day of March eighteen hundred and forty nine therefore if the said Hunt shall whenever requested after the payment of the aforesaid sums of money as aforesaid convey and assure or cause to be well and sufficiently conveyed and assured unto the said Marcellus L Branch his heirs and assigns or to such other person and persons and his and their heirs as the said Marcellus L Branch shall nominate and appoint the property named and described as follows to wit a certain tract or parcel of land (viz) eleven hundred and thirty acres more or less lying and being in the County and State aforesaid and is the south half of section number twenty the north half of section numbered twenty nine the west half of the south west quarter of section numbered twenty one and the west half of the north west quarter of section numbered twenty eight all in township nine of range four east also lots numbered one two three five and six of section numbered three in township numbered eight of range numbered four east Also a lot of negroes (say thirty eight in number) named and described as follows Ephraim ~~a man~~ near the age of forty nine Isham aged thirty eight Ned aged twenty seven Sussex aged twenty six Jack aged twenty four Dave aged twenty Schules aged sixteen Jacob aged fourteen Nelson aged twelve Isham aged eight Cy aged seven Orville aged six Ben aged four George aged two James an infant Isham an infant and Tony aged five years old Females Matilda aged sixty years Lavina aged thirty nine Lidia aged thirty Lucinda aged twenty eight Venus aged twenty four Caty twenty Dicey aged twenty Winford seventeen Lotty aged sixteen Phillis aged sixteen Rilla aged thirteen Hanna aged eleven Jenny aged seven Milly aged five Eve aged five Lucy aged two Charity aged seven Louisa aged one By such conveyance and assurances in the law as the said Marcellus L Branch or his heirs or his or their counsel learned in the law shall be reasonably devised or advized and required and discharged from all incumbrances whatsoever and also if the said Memucan Hunt his heirs or assigns or either of them do and shall until such conveyances and assurances be made

and mentioned as aforesaid permit and suffer the said Marcus
Lus L Branch his heirs and assigns peaceably and quietly to have
receive and to take to his and their own proper use and uses the rents
issues and profits and increase of all and singular the property and
every part and parcel thereof without any manner of let suit trou
ble disturbance hindrance or denial of the said Mennecerus Hunt
his heirs and assigns or any of them or of any other person or persons
whatsoever by his or their or any of their means right title or procurement
then the above obligation shall be void otherwise to remain in full
force and virtue In testimony whereof I hereunto place my hand
and seal this the twenty eighth day of April eighteen hundred
and thirty six

Mennecerus Hunt (Seal)

State of Mississippi
Warren County } personally appeared before the undersigned
Judge of the high court of errors & appeals the above named
Mennecerus Hunt who acknowledged that he signed sealed
and delivered the foregoing instrument on the day and year
therein specified as his act and deed Given under my hand
and seal the 9th of May A D 1836

W L Sheatley (Seal)

N H Flournoy Shff
To deed
W M Cook

Received for record the 5th day of May 1837
and recorded the 7th of May 1837

State of Mississippi Madison County

This indenture made and entered into this sixth day of March in the
year of our lord one eighteen hundred and thirty seven between Jam
ne M Flournoy Sheriff of said County of the first part and W M
Cook lately of Davidson County Tennessee of the second part wit
nesseth that whereas by virtue of an alias fieri facias directed
to the said Sheriff Jame M Flournoy as aforesaid sued out of the
circuit court of said County and made returnable to the April term
of said court eighteen hundred and thirty seven on a judgement
multiform rendered by said court in favour of William L Dawson Jere
iah against Adam Ames and Augustus W Robinson which fieri facias
was levied on the following described land of the said defendants to wit
the north east quarter and the east half of north west quarter of Section
No Twenty of Township no Seven Range No three east containing
two hundred and forty acres be the same more or less he the said Jame
M Flournoy Sheriff as aforesaid on the day of the date of these presents
after having given notice according to law proceeded to sell at public au
ction in the town of Canton County aforesaid the aforesaid land with
all improvements thereon when the said W M Cook being the highest bi
der thereof became the purchaser of said land Now then for and in con
sideration of the sum of four hundred and eighty dollars in hand
paid by the said W M Cook the receipt whereof is hereby acknowledged hath
said James M Flournoy hath hath bargained sold and conveyed
and doth by these presents bargain sell and convey unto the said W M Cook
and to his heirs and assigns forever all the title interest and claim of
the said Adam Ames and Augustus W Robinson in and to the afore
said described land and improvements belonging thereto Given the a
foresaid Judgement was rendered to have and to hold unto the said

N M Cook the said bargained premises and to his heirs and assigns forever and the said Samuel M Stowmoy Sheriff as aforesaid for himself his heirs and executors administrators &c doth covenant and agree with the said N M Cook his heirs executors administrators &c that he will warrant and forever defend the aforegranted premises unto the said N M Cook and his assigns against the claims of the said Adam Ames and Augustus W Robinson and all those who shall claim under them This deed is made to correct a supposed error in the deed made by the same parties and recorded on Pages Twohundred and seventy four and Seventy five book D. that deed having the number of the Township Ten when the No should have been eleven

Attest
C C Shackelford
Jno H B Baird

S M Stowmoy Shff (Seal)

The State of Mississippi, Personally appeared before me Sam
Madison County } uel M Stowmoy Sheriff of said county
and acknowledged that he signed sealed and delivered
the above and foregoing deed on the day and year therein
mentioned as his voluntary act and deed

Given under my hand and seal of
office at Canton this 8th day of May
Anno domini 1837

William Riley clerk
of the Probate Court—

John A C Byrd
Deed
Joseph Grafton

Received for record the 1st day of February 1837
and recorded the 8th. of May 1837

State of Miss Madison County

This Indenture made this 31st day of January in the year of our Lord one thousand eight hundred and thirty seven. witness that I. John A C Byrd of the County and State aforesaid for and in consideration of the sum of seven thousand two hundred dollars to me in hand paid the receipt whereof I do hereby acknowledge have granted bargained sold and delivered and by these presents do grant bargain sell & deliver to Thomas Grafton of County & State aforesaid a certain tract of land to wit the N E qr S 1/2 N W qr of Sec 28 T 11 of R 3 E. Containing two hundred & forty acres more or less to have and to hold the s. tract of land and all and singular the tenements thereunto appertaining or in any wise belonging unto the said Thomas Grafton his heirs executors administrators and assigns and I do hereby for myself warrant and defend all and singular the aforesaid or mentioned premises against the claim or claims of any other person or persons whatsoever to the said Thomas Grafton his heirs executors administrators and assigns In witness whereof I have hereunto set my hand and seal the day and year above mentioned

John A C Byrd (Seal)
Malvina C Byrd (Seal)

The State of Mississippi
Madison County } I Samuel J Livingston clerk of the circuit court of the County aforesaid hereby certify that John A C Byrd and Malvina C Byrd his wife whose names is subscribed to the deed hereon and acknowledged the signing sealing and delivering of the same to be their and each of their act and deed the said Malvina C Byrd wife of the

said John E. Boyd being examined separate and apart from her said husband acknowledged the signing sealing and delivering of the within deed to be her voluntary act and deed and that she done it without the fear threats or compulsion of her said husband Given under my
L S hand and seal of said Court this 31st day of January 1837
S. D. Livingston clk

Charles W ~~Hound~~ Allen
Deed
W H Washington et al

Received for record the 2 day of February 1837 and recorded May 8. 1837.

This indenture made and entered into this fifth day of January in the year of our Lord one thousand eight hundred and thirty Seven between Charles W Allen of the County of Madison State of Mississippi of the first part and William H Washington George W House and John E Howard all of Hinds County State aforesaid of the second part witnesseth that the said Charles W Allen for and in consideration of the sum of Ten thousand dollars to him in hand paid the receipt whereof is hereby acknowledged hath granted and bargained and sold and by these presents doth bargain sell and convey unto the said Washington House and Howard their heirs or assigns forever the following tract or parcels of land situated lying and being in the County of Madison State of Mississippi and designated and known as the South half of the two middle eights in the South half of Section Twenty Six and west half of South west quarter of Section Twenty Six, also the South east quarter and South half of South west quarter of Section twenty Seven with the exception of ten acres off of the north end of the South west eight in Section twenty six and ten acres off of the north end of the South east eight in Section twenty Seven all being and lying in Township nine Range one west Containing in all about three hundred and eighty more or less together with all the singular rights and appurtenances privileges to all and each of the said tracts or parcels or tracts of land belonging or in any wise appertaining to have and to hold the said several tracts or parcels of land and each part or parcel thereof together with all the rights privileges aforesaid unto them the said Washington House & Howard their heirs and assigns forever and the said Allen for himself his heirs and assigns ~~and~~ administrators or executors does hereby bind himself to warrant and forever defend the said parcels or tracts of land to said Washington House & Howard their heirs executors administrators and assigns from all and every other person in any wise lawfully claiming the same In testimony whereof the said party of the first part hath hereunto set his hand and affixed his seal this day and date above written being the fifth day of January in the year of our Lord 1837.

Chas W Allen (Seal)

State of Mississippi } personally appeared before me the undersigned
Madison County } Justice of the peace in and for said County
the within named Charles W Allen who acknowledged he signed sealed and
delivered the within deed as his act and deed on the day and year
therein mentioned Given under my hand and seal this seventh
day of January anno domini eighteen hundred and thirty seven

Owen Vanvacter J.P. (Seal)

Robt Walker
Deed
Chaffee & Stewart

Received and recorded May 8. 1837

State of Mississippi Madison County

Know all men by these presents that we Robt
Walker and Jane H Walker his wife of the County and State afore
said for and in consideration of the sum of eighteen hundred
dollars to us in hand paid the receipt whereof is hereby acknow
ledged have sold and by these presents do sell and deliver
unto Edward Chaffee and James C Stewart of the County
and State aforesaid all our right title claim and interest
in and to the following described lots and parcels of ground
and designated as follows viz Lot No 170 in Square No 4 and
lot No 153 in Square No 2 all in the town of Madisonville County
and State aforesaid the title of said lots we bind ourselves our
heirs administrators and assigns to warrant and forever
defend unto the said Edward Chaffee and James C. Stewart
their heirs and assigns forever In witness whereof we have here
unto set our hands and seals this 2d day February in the
year of our lord eighteen hundred and thirty Seven

Robt. Walker (Seal)
Jane H Walker (Seal)

The State of Mississippi }
Madison County } personally appeared before the under
signed Justice of the Peace of said County. Robt Walker & Jane
H Walker his wife and acknowledged the above written instru
ment to be their act and deed and desired that the same mi
ght be recorded as such according to law the said Jane H
being by me examined separate and apart from her said
husband declared that she did voluntary and of her own free
will and accord seal and as her act and deed deliver said
instrument without any coercion or compulsion of her
said husband Given under my hand and seal this 10th
day of Feb 1837

Owen Vanvacter J.P. (Seal)

John F. H. Claiborne
Deed in trust
Henry A Garrett

Received for record the 9th day of May 1837
and recorded May 11th 1837

In the State of Mississippi

This indenture made and entered into this ninth day of May anno domini eighteen hundred and thirty seven between John F. H. Claiborne and Martha D Claiborne his wife of the one part and Henry A. Garrett of the second part all of the county of Madison and Robert J. Walker and Ferdinand Lee Claiborne of the third part all of the county of Adams witnesseth That the said John F H Claiborne and Martha D Claiborne his wife of the first part for and in consideration of the sum of five dollars by the said Henry A Garrett to them in hand paid before the sealing and delivery of these presents and for the causes and conditions hereinafter mentioned have bargained and sold and do by these presents bargain sell alien enfeoff confirm and convey unto the said Henry A Garrett and his heirs all that land or tracts of land lying and being in the County of Madison near the Town of Madisonville containing Twenty three hundred and twenty acres more or less being the land conveyed to said John F H Claiborne by John S Gooch and Martha Gooch his wife by deed dated 22 of December 1834 in one tract and another tract conveyed by Osman Claiborne and Jane Claiborne his wife to said John F H ~~Claiborne~~ by deed dated 25 September 1836 all now in possession off and occupied by the said John F H Claiborne and the said Martha Claiborne hereby freely and of her own voluntary consent joins in this conveyance and relinguishes to said Henry A Garrett all her right interest and claim of Dower of in and to the aforesaid land in right of her as the wife of the said John F H Claiborne and said John F H Claiborne for himself his heirs Executors and administrators covenants and agrees to & with said Henry A Garrett his heirs Executors & administrators and assigns that he hath full power to convey said land and that he will forever warrant and defend the right and title to the same against the lawfull claim and demand of all persons whatsoever Also the said John F H Claiborne hereby for the consideration aforesaid sells and conveys unto said Henry A Garrett the following negroes slaves for life to wit Miles 1 Brown 2 Shem 3 Saint vincent 5 Crew 6 Clay 7 Tom 8 Tom 9 Hartwell 10 Frederick 11 Hanna 12 Dennis 13 Sandy 14 Randal 15 Peter 16 Isaac 17 Robert 18 Clem 19 Frederick 20 Bush 21 Sully 22 Barnett 23 Dudley 24 Giles 25 Minnie 26 John 27 Frank 28 Anderson 29 Freeman 30 Jackson 31 Frederick 32 Lucy 33 John 34 Hezekiah 35 Burton 36 George 37 Gabriel 38 Oliver 39 Scott 40 Davy 41 Henry 42 Jack Females as follows 43 Amy 44 B Patsy 45 Sally 46 Fanny 47 Celia 48 C Nancy 49 Julian 50 Ann 51 Maggy 52 Milly 53 Hannah 54 Martha 55 Quintian 56 Caroline 57 Fanny 58 Mary 59 Betsy 60 Patsy 61 Lizzy 62 Leana 63 Charity 64 Nancy 65 Charlotte 66 Polly 67 Lucy 68 Celiean 69 Susan 70 Patsy baby 71 Milly baby 72 Julians baby 73 Phebe 74 Amy 75 Isabella 76 Nancy 77 Ginnie 78 William 79 Anna 80 Sally together with all stock plantation equipments and all other furniture now in possession of said John F H Claiborne upon said land together with 500 sides boots now on hand and said John F H covenants that the title to said slaves & the property is good & that said negroes and slaves for life shall have and take the aforesaid property both real and personal to said Henry A Garrett his heirs executors and administrators in trust upon and for the following purposes to wit whereas the said John F H Claiborne is indebted in the

Monetary Sums of Money to wit by three notes dated 1st of December 1836. Viz. payable to Ferdinand Lee Claiborne and by him endorsed to Jn Rowan of Virginia payable in the bank of Virginia at Fredericksburg on Ninth and three years accounting in all the three notes of $4000 each dated 1st of December 1836 payable to and endorsed by Ferdinand Lee Claiborne to Mr Jessie of Virginia at Richmond in the years 1837 1838 & 1839 upon all which said notes said Ferdinand Lee ~~endorser~~ liable as endorser and whereas also said John H H Claiborne has heretofore drawn a bill of exchange upon said Ferdinand Lee Claiborne in favour of Robt T Walker for the sum of 3875 00 100 dated December 1st 1836 and payable and at maturity four years after date in the bank of Virginia at Richmond which said bill of exchange has been endorsed by said Robt T Walker and accepted by said Ferdinand Lee Claiborne according to the tenor and effect thereof upon which said bill of exchange said Walker and Ferdinand Lee are made or will be liable to the holder thereof at maturity of said bill Nevertheless the said John H H Claiborne is bound to provide the funds to take up said bill against the maturity thereof the said Walker having endorsed and the said Ferdinand Lee having accepted the same for the accommodation of said John H H and whereas said John H H in consideration of said endorsements and acceptances and liabilities for his accommodation on the part of said Robt T Walker and F Lee executed a bond binding himself to secure them against said liabilities by a lien upon his property both real and personal and the said John being desirous that said undertaking on his part shall be carried into effect in good faith and the said Walker and Ferdinand Lee be amply and sufficiently secured against being harmed or injured by any liabilities which they have incurred and may incur upon the said several notes and bill of exchange all endorsed and accepted for his accommodation as afore said now for the purposes aforesaid this deed of Trust is made and it is understood and agreed that said Henry A Garrett his heirs executors or administrators are to suffer the said John H H Claiborne to have hold enjoy and use the said property both real and personal without let hindrance or molestation until such time as it may become necessary to close this deed of Trust but should the said John H H Claiborne his heirs executors Administrators make default in the payment of said several notes and bill of exchange as they fall due and are at maturity then and after the maturity of said bill of exchange upon the requirement in writing of the said Robt T Walker and F Lee Claiborne their heirs executors or Administrators the said Henry A Garrett or in the event of his death his executor executors or administrator or administrators are to take the said property both real and personal into possession and after giving ten hundred days notice of the time and place of sale in some newspaper printed in Buxton or Jackson and proceed to sell the same or so much thereof for cash at public sale as may be necessary to pay & satisfy all costs and charges incident to this deed of Trust and all such of said debts interest costs and damages as may then remain unpaid by said John H H Claiborne and any balance which may remain after said payments the said Garrett his executors or Administrators to pay over to said J H H Claiborne his executors or Administrators And the said John H H Claiborne for himself and his heirs executors and Administrators hereby covenant

For further security to the trustee & the creditors the said John H H Claiborne does hereby assign & convey unto the said Henry A Garrett trustee the negro slave of Jim mentioned in this deed of trust

and binds himself not to hinder or molest the bona fide carrying of this deed of trust into effect and hereby fully authorizes and empowers said Garrett or in the event of his death his executor or executors Administrator or Administrators upon any such sale to make and assure to the purchaser or purchasers thereof a good and perfect simple title to said property and any such warrants so made by said Trustee shall be good and valid against all persons claiming by through or under him said John S H Claiborne and be binding upon and against the said John S H his heirs executors and Administrators as fully amply and completely as though the same was executed by the said Claiborne himself and it is further understood that should the said John S H Claiborne his heirs executors and administrators well and truly pay the said several notes and bill of exchange with all accruing costs interest and damages arising thereon then this deed of trust to be void and the said Garrett his executors or administrators are to release the same or take such other step as may be necessary to vacate the same And said said Henry A Garrett for himself his executors and administrators accepts the trust hereby created and covenants that he will well and faithfully observe and execute the same according to the intent and meaning thereof provided said Trustee is not to be held accountable for any of said property until after the same may come into his possession under the terms of this deed of trust In witness of all which the said John S H Claiborne the said Martha D Claiborne and the said Henry A Garrett have set their hands and seals

John S H Claiborne (Seal)
Martha D Claiborne (Seal)
Henry A Garrett (Seal)

State of Mississippi }
Madison County } personally appeared before me Charles Moore Esquire a Justice of the Peace for said County the above named John S H Claiborne and the above named Henry A Garrett who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed and also appeared the said Martha D Claiborne wife of said John S H who is examined by me separately and apart from her husband and declared that she signed sealed and delivered the said deed as her voluntary act and deed freely without any fear threats or compulsion of her husband also which is hereby certified Given under my hand and seal this ninth day of May 1837

Charles Moore J P (Seal)

Joel Good
Deed
Arch. Clark

Received for record the 6th day of February 1837 and recorded May 11th 1837

This indenture made the sixth day of July in the year of our lord one thousand eight hundred and thirty six between Joel Good of the first part and Arch. Clark of the second part both of Madison County State of Mississippi witnesseth that the said party of the first part for and in consideration of the sum of two thousand one hundred dollars to him in hand paid by the said party of the second part at and before the sealing of these presents the receipt whereof is hereby acknowledged hath bargained and sold and by these presents doth bargain and sell unto the said party of the second part his heirs and assigns forever all that tract or parcel of land lying and being in the above County designated on the

Map at Mount Salus as follows viz the west half of the north west quarter and the South half of the east half of the north west quarter of Section no Twenty Seven Township eight Range two west also the north half of the west half of the South west quarter in the same Section containing in all one hundred and Sixty and fifty five hundreths of an acre together with all and Singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and also all the estate right title interest, claim and demand whatsoever of him the said party of the first part either in law or equity of in and to the above bargained premises and every part and parcel thereof To have and to hold to the said party of the second part his heirs and assigns to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever and the said Joel Coad doth warrant and defend the title of the above land against his heirs and assigns and against all other persons whomsoever claiming the same or against the General Government. In witness whereof I hereunto put my hand and affix my seal day and year first above written

State of Mississippi } Joel Coad (Seal)
Madison County }

Personally appeared before me the undersigned an acting Justice of the peace in and for the above County the above named Joel Coad who acknowledged that he signed the within deed for the purposes therein expressed as his act and deed assigned sealed and delivered before me the day and year within written

Wm Varnell J.P.

Joseph Enider to Garrett H Fitzgerald

Receive for record the 6th of February 1837 and recorded May 12th 1837

This indenture made this the Seventeenth day of November One thousand eight hundred thirty Six between Joseph Enider and Amelia his wife of the first part and Garrett H Fitzgerald of Second part all of Madison County State of Mississippi witnesseth that for and in consideration of the sum of One thousand eight hundred dollars the receipt whereof is hereby acknowledged the said Joseph Enider and Amelia his wife have this day bargained sold and conveyed and by these presents do bargain sell and convey unto the said Garrett H Fitzgerald a certain tract or parcel of land situate and being in the County of Madison and State of Mississippi known and designated as the west half of the South west quarter of Section Twenty nine Township eight Range Two west Containing 79 $\frac{97}{100}$ acres more or less also the South half of the east ~~east~~ half of the South east fourth of Section number thirty Township eight Range two west Containing 39 $\frac{92}{100}$ acres more or less as appears on the map at Mount Salus to have and to hold the above described tracts or parcel of land unto the said Garrett H Fitzgerald his heirs executors and administrators forever and the said Joseph Enider and Amelia his wife for themselves their heirs executors and administrators do covenant and agree to defend the right and title in and to the above described tracts or parcel of land unto the said Garrett H Fitzgerald his heirs executors administrators and assigns against the right title and interest of all persons whatsoever in fee simple.

In witness whereof the said Joseph Conider and wife have hereunto set their hands and affixed their Seals the day and year above written

Joseph his + mark Conider (Seal)

State of Mississippi } Amelia her + mark Conider (Seal)
Madison } Personally appeared before me Wm Varnell an acting Justice of the peace in and for said County the above named Joseph Conider acknowledged that he signed sealed and delivered the above on the day and year therein written as his act and deed also at the same time appeared Amelia Conider wife of Joseph Conider who acknowledged that she signed sealed and delivered the above deed as her act without any fear threats or compulsion from her said husband and examined by me seperate and apart from her husband signed sealed and delivered before me on the day and year above written

Wm Varnell (J.P.)

John D Armstrong
Deed
Henry Green

Received for record February the 6th 1837
and duly recorded May 12th 1837

This indenture made and entered into this 3rd day of January AD 1836 between John D. Armstrong of the County of Hinds and State of Mississippi of the first part and Henry Green of the same County and State aforesaid of the second part witnesseth that for and in consideration of the sum of Sixteen hundred dollars to him the said J D Armstrong in hand paid before sealing and delivering of these presents by the said Henry Green the receipt whereof is hereby acknowledged the said John D Armstrong has this day bargained and sold and conveyed and do by these presents bargain sell convey and confirm unto the said Henry Green a certain tract or parcel of land lying and being situate in Madison County State of Mississippi and designated as follows (to wit) The east half of the south east quarter of Section Twenty eight and the west half of the south east quarter of Section Twenty seven all in Township Ten Range five east To have and to hold the above described land or parcels of land with all and singular the hereditaments appurtenances thereunto belonging or in any wise belonging or appertaining thereto unto the said Henry Green his heirs and assigns forever and I the said J D Armstrong for myself my heirs executors and administrators do hereby covenant and agree to and with the said Henry Green his heirs executors and administrators and assigns that I will warrant truly to warrant and defend forever the above bargained land premises from the legal claim or claims of any person or persons whatever. In testimony whereof I have hereunto set my hand and seal the day and year above written

Test
Wm D Wilson
Wm D Perkins

John D Armstrong (Seal)

The State of Mississippi } Personally appeared before me Henry G Johnson
Madison County set } Judge of Probate for said County William D Perkins one of the subscribing witnesses to the within deed who having been duly sworn saith that he saw the within named John D Armstrong sign seal and deliver the within deed as his act and deed on the day and year therein mentioned and that he saw W Davidson an other subscribing witness thereto sign the same

and that they signed said deed in presence of each other and in the presence of the said John Armstrong

Sworn to and subscribed before me
this 6th day of January 1837
Henry C Johnson

W D Perkins

Balfour & Hinston
Deed
Archibald Clark

Received for record February 6th 1837
and recorded May 13th 1837

Know all men by these presents that we William L Balfour and John Hinston of Madison County and State of Mississippi in Consideration of the sum of four thousand Seven hundred dollars to us paid by Archibald Clark of the same County and State the receipt whereof we do hereby acknowledge do by these presents give grant bargain sell and convey unto the said Archibald Clark his heirs and assigns a certain parcel of land situate in Madison County aforesaid and known and described as the following to wit the west half of the south east quarter and the east half of the south west quarter and the west half of the north east quarter of Section number eight also the north half of the east half of the north west quarter of Section number seventeen all of Township number eight of Range number Seven west of the Choctaw district containing Seven hundred and eighty acres more or less to have and to hold the above granted premises together with all the privileges and appurtenances to the said land in any wise appertaining and belonging to the said Archibald Clark his heirs and assigns to his and their use and behoof forever and we the said William L Balfour and John Hinston for ourselves our heirs executors and administrators do covenant with the said Archibald Clark his heirs and assigns that we are lawfully seized in fee of the aforegranted premises that they are free from all incumbrances that we have good right to sell and convey the same to the said Archibald Clark as aforesaid and that we will and our heirs executors and administrators shall warrant and defend the same to the said Archd Clark his heirs and assigns forever against the lawful demands of all persons and Elizabeth wife of the said William L Balfour in consideration of the sum of one dollar to her paid the receipt whereof she doth hereby acknowledge doth hereby release to the said Archibald Clark his heirs and assigns all her right and title of dower in the foregranted premises. In testimony whereof the said William L Balfour and John Hinston and Elizabeth wife of the said William L Balfour have hereunto set our hands and seals this eighth day of November AD one thousand eight hundred and thirty six

Sir

W L Balfour (Seal)
J Hinston (Seal)
Elizabeth Balfour (Seal)

State of Mississippi
Madison County

personally appeared before me D Mitchell a Justice of the peace for said County the above named William L Balfour and John Hinston and Elizabeth Balfour wife of the said William L Balfour who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed and the said Elizabeth Balfour being by me examined separate and apart from her husband acknowledge that she signed sealed and delivered the same as her voluntary act and deed without any threats fear or compulsion from her husband Given under my hand and seal this 8th day of November AD 1836

D Mitchell J P (Seal)

Thos A Compton to Helix Compton — Deed

Received for record May 6th A D 1837 and recorded May 13 1837

This indenture made and entered into this second day of March in the year of our lord one thousand eight hundred and thirty seven between Thomas A Compton and Eliza his wife of the County of Jefferson in the State of Mississippi of the one part and Helix Compton of the County of Davidson in the State of Tennessee of the other part witnesseth that the said Thos A and Eliza of the first part hath on this day for and in consideration of the sum of Five thousand dollars to them in hand paid the receipt whereof is hereby acknowledged before assigning these presents given granted bargained sold and conveyed and by these presents doth give grant bargain sell convey and confirm unto the said Helix of the second part an undivided half or Moiety of the following described lands situate lying & being in the County of Madison and State of Mississippi viz The south half of Section No 5 (also the north east quarter and east half of the north west quarter of Section No 8 also the south east quarter of Section No 9) all of Township No 9 of Range No 4 east containing in all 984 acres the same more or less together with all the appurtenances thereunto belonging or in any wise appertaining to the said undivided half or Moiety of land to have and to hold the said undivided half or Moiety of land unto the said Helix of the second part and to his heirs forever and the said Thomas A and Eliza of the first part doth covenant and agree to warrant and defend forever the title thereto to the said Helix of the second part and to his heirs against all claims and demands whatsoever

In testimony whereof the said Thos A and Elizabeth of the first part hath hereunto set their hands and affixed their seals this 2d day of March 1837

Thos A Compton (Seal)
Eliza Compton (Seal)

State of Mississippi
Jefferson County } personally appeared before the undersigned a Justice of the peace in and for said County Thomas A Compton and Eliza his wife named in the within deed and acknowledged that they signed sealed and delivered the within deed on the day and year therein named as their voluntary act and deed also Eliza Compton wife of the within Thomas A Compton being examined separate & apart from her said husband by me acknowledge that she signed sealed and delivered the within deed on the day and year therein named as her voluntary act and deed without any fear threats or dread on the part of her said husband Given under my hand and seal this 2d day of March 1837

G I Martin J P (Seal)
under official a notary public

State of Mississippi
Jefferson County } I Charles T Miles Deputy Clerk Clerk of the Probate Court of said County do certify that G I Martin whose name is subscribed to the above certificate is and was at the time of executing the same an acting Justice of the peace in & for said duly elected & qualified as such & that full faith and credit is and ought to be given to all of his official acts as such

Given under my hand and seal of said Court at Fayette this 28th day of April 1837

(L S)

C T Miles D Clerk
for Jas Gillies Clk

John L Sagers } Received for record the 6th of February 1837 and recorded
Deed } the 15th of May 1837
Wm L Balfour }

This indenture made the thirteenth day of March in the year of our lord one thousand Eight hundred and thirty three between John L Sagers of the County of Madison and State of Mississippi of the first part and William L Balfour of the County and State aforesaid of the second part witnesseth that the said parties of the second part for and in consideration of the sum of Five hundred and fifty dollars current money of the United States to them in hand paid by the said part of the second part at and before the ensealing and delivery of these presents the receipt whereof they do hereby acknowledge and therefrom and of and from every part and parcel thereof do acquit release exonerate and discharge the said part of the second part his executors administrators and assigns and every of them by these presents have granted bargained sold aliened remised released and confirmed and by these presents do fully freely and absolutely grant bargain sell alien remise release and confirm unto the said party of the second part ~~his~~ his heirs and assigns forever all that tract or parcel of land lying and being in the County and State aforesaid to wit South half East half South west quarter and South half west half South east quarter of Section number nine Township number Eight of Range number Five west containing eighty and nineteen hundredths of an acre together with all and singular the hereditaments and appurtenances whatsoever unto the said land and premises belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and of every part and parcel thereof and also all the estate right title interest property possession claim and demand whatsoever of the said parties of the first part and each of them of in and to the same or any part or parcel thereof to have and to hold the said tract of land and premises with their and every of their rights members and appurtenances unto the said part of the second part his heirs and assigns forever to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever and the said and his heirs all and singular the aforesaid tract of land and premises with their and every of their rights members and appurtenances hereby granted and released and every part and parcel thereof unto the said party of the second part his heirs and assigns and against the said John L Sagers heirs and assigns and against all and every other person or persons whomsoever shall and will warrant and forever defend by these presents In witness whereof the parties to these have hereunto interchangeably set their hands and seals the day and year first above written

The State of Mississippi } John L Sagers (Seal)
Madison County } Personally appeared John L Sagers before the undersigned Justice of the peace in and for said county and acknowledged that he signed and sealed the within instrument of writing as his own voluntary act and deed for the purposes therein mentioned and now does acknowledge before me this 30 day of March 1833

G W Barfield J P (Seal)

Thomas H Allen
Deed
Chas W Campbell

Received for record the 6th day of February 1837
and recorded May 15 1837

This indenture made the Sixth day of February Eighteen hundred and thirty Seven between Thomas H Allen of the County of Madison in the State of Mississippi of the one part and Charles W Campbell of the other part Witnesseth that the said Thomas H Allen for and in consideration of the sum of one hundred dollars to him in hand paid by the said Charles W Campbell at and before the sealing and delivering hereof the receipt whereof he doth hereby acknowledge and therof acquit and forever discharge the said Charles W Campbell his heirs executors and administrators by these presents have granted sold and conveyed and by these presents does grant bargain sell and convey unto the said Charles W Campbell and to his heirs and forever all the following described tract of land lying and being in the County of Madison and State of Mississippi and known as the south half of the west half of the north east quarter of Section No 31 Township 12 Range 4 East containing forty acres more or less
together with all and singular the appurtenances thereunto belonging or in anywise appertaining and also the estate right title interest property claim and demand whatsoever of him the said Thomas H Allen in law or equity or otherwise howsoever of in to or out of the same to have and to hold the said land and premises hereby granted with the appurtenances unto the said Charles W Campbell his heirs and assigns forever in fee simple to the only proper use and behoof of the said Charles W Campbell and his heirs or assigns forever and the said Thomas H Allen his heirs executors and administrators does covenant promise grant and agree to and with the said Charles W Campbell his heirs and assigns by these presents that he the said Thomas H Allen and his heirs the said above mentioned and described land and premises hereby granted with the appurtenances unto the said Charles W Campbell his heirs and assigns against him the said Thomas H Allen and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and forever defend by these presents In testimony whereof the said Thomas H Allen has hereunto set his hand and affixed his seal the day and date first above written.

Thomas H Allen (Seal)

The State of Mississippi }
Madison County } ss } Personally appeared before the undersigned clerk of the Probate Court of said County the above named Thomas H Allen who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed Given under my hand and seal this 6th day of February A D 1837

William Riley Clerk

W T Graves
Deed in Trust
E McCrington

Received for record the 25th day of April 1837 and recorded April 16th. 1837

This indenture made and entered into this the thirteenth day of March in the year of our Lord eighteen hundred and thirty Seven between William T Graves of the first part R. T. E Stewart of the second part and Euclid McCrington of the third part witnesseth that whereas the said William T Graves & Oscar F. Stewart on the fourteenth day of December A D 1834

Executor to Lemuel Sheppard a written Obligation for the Sum of fifteen hundred dollars payable on the first day of February thereafter the payment of which Sd Sum in Sd written Obligation Specified is secured under the penalty of three thousand dollars with the condition that the same may be discharged by a bill dated twelve months after the date of Sd written Obligation & made as to yield the Sd Sum of fifteen hundred dollars and whereas the Sd Oscar F E Stewart although he appears from the face of Sd written Obligation to be a principal is in truth and in fact only the security of Sd William T Graves and whereas Suit has been instituted by Sd Sheppard against the Sd Graves and the said Graves is desirous of protecting securing and indemnifying Sd Stewart in his security ship of the premises & of one dollar in hand paid by the Sd Covington to the Sd Graves the receipt whereof is hereby acknowledged the Sd William T Graves has bargained & sold aliened confirmed & conveyed & by these presents doth bargain sell alien confirm & convey unto the said Euclid M Covington the following named slaves to wit Allen aged twenty five years Perry aged eighteen years Matilda aged fourteen years Judah aged eighteen years to have and to hold unto him the said Covington his heirs Executors Administrators &c forever and the Sd William T Graves Covenants for himself his heirs Executors &c with the Sd Ellis M Covington his heirs executors &c to warrant & defend unto him the title to Sd slaves against the lawful claim or claims of all persons whatsoever Nevertheless upon Trust for the following purposes that if the Oscar F E Stewart shall be compelled by reason of the suit above mentioned or in any other mode relative to pay the said sum of fifteen hundred dollars mentioned in the above ascribed written Obligation or the said sum of three thousand dollars by which the payment of the sum is secured or any part thereof or any costs or damages in consequence of the non payment of either of said sums then in that case the said Euclid M Covington his executors administrators &c shall upon the request of the said Oscar F E Stewart sell after giving thirty days notice of the time & place of said sale in some newspaper printed in the County of Madison & in default of such notice in Sd paper by written notice as aforesaid posted at the Court house door in the town of Canton as aforesaid for cash the said slaves or so many of them as may be necessary after paying the costs & charges of Sd sale rendering to themselves & pay to the said Stewart whatever sum or sums of money he may be compelled to pay by reason of his security ship as aforesaid with interest thereon from the time of said payment and it is further agreed by and between the said parties that the said Graves shall & may retain possession of the Sd slaves be entitled to the profits of their labor until the time of Sd sale but should the said Stewart suffer nothing by reason of his security ship aforesaid then and in that case this instrument shall be void & of no effect otherwise it shall remain in full force & virtue In testimony whereof the parties aforesaid have hereunto set their hands & affixed their seals this the day & year first above written Interlineation & erasures made before signing & sealing

William T Graves (Seal)
Oscar F E Stewart (Seal)
Euclid M Covington (Seal)

The State of Mississippi
Madison County

I William Riley clerk of the Probate Court of said County do hereby certify that William T Graves Oscar F E Stewart and Euclid M Covington personally appeared before me and acknowledged that they signed sealed and delivered the ~~foregoing~~ above and foregoing deed of trust on the day and year therein mentioned as their voluntary act and deed and for the uses and purposes therein expressed

Given under my hand and Seal of office at Canton the 25th day of April 1839

L S

William Riley clk

Dennis Burns
Deed in Trust
D S Humphreys

Received for record April 11th 1837 and recorded the 16th 1837

This indenture made and entered into this fourth day of April in the year of our lord eighteen hundred and thirty seven between Dennis Burns of the county of Madison of the first part and wife David G Humphreys and Elias Bridges of the second part and David S Humphreys of the third part witnesseth that the said Dennis Burns for the consideration hereinafter stated and of ten dollars to him in hand paid by the party of the second part the receipt whereof is hereby acknowledged hath bargained sold and delivered and by these presents doth bargain sell and deliver to the said David S Humphreys the following negroes to wit a negro man named Edmund and his wife Lucy and their two children Charlotte and Harriett a negro woman named Maria and her two children Buchanan and John ~~to~~ and he the said Dennis Burns doth also for said consideration bargain sell and convey to the said David S. Humphreys the crop of cotton planted or to be planted and cultivated and raised by him said Burns on the plantation on which he resides in Madison County State of Mississippi in the present year 1837 to have and to hold the said negroes each of them and the said crop of cotton to him the said David S Humphreys his executors and administrators and assigns forever and he the said Dennis Burns for himself his executors and administrators doth covenant promise and agree to with said David S Humphreys that he will warrant and forever defend the said negroes & crop of cotton to him the said David S Humphreys against the right title claim and property of all and every person or persons whomsoever that he will well and truly surrender possession of each every piece & part thereof to him said David Smith Humphreys when by him required in pursuance of the purpose & intention herein after mentioned Provided however and the foregoing deed of bargain sale and conveyance is in trust and to the following use and purpose to wit that whereas the said Dennis borrowed of the agricultural bank of the State of Mississippi a sum of money for which he executed his promissory note to said bank for the sum of five thousand and five hundred dollars which became due and payable on the thirteenth day of January last past which note was also signed & executed by the said David G Humphreys and Elias Bridges jointly with the said Dennis Burns and as his security whereby they the said David G ~~Bridges~~ Humphreys & Elias Bridges are chargeable and bound for the payment of the amount of said note to said Bank and whereas it is the purpose & intention of the parties that the said David G Humphreys and Elias Bridges shall be saved harmless and indemnified against such their liability and shall have an easy and speedy mode of termination in case they or either of them shall pay any portion of said sum of money now therefore this deed of bargain sale and conveyance is in trust and for the uses and purposes following to wit that if the said Dennis Burns shall fail to pay the amount of said note to said Bank when due the said David G Humphreys & Elias Bridges or either of them shall pay the same or any part thereof the said David S Humphreys shall be authorised and empowered and he hereby agrees that he will forthwith upon the request of the persons so paying take the possession of such property and on giving ten days notice in some newspaper set a sufficiency of said property for cash to pay the proceeds thereof to the said David G Humphreys and Elias Bridges or to whichever of them shall make such payment as aforesaid and if said debt arising to said bank as aforesaid or any portion thereof shall be renewed by other promissory note or notes made by said Dennis Burns jointly with said David G Humphreys and Elias Bridges or either of them as his security then said Dennis B[illegible] said Bridges to pay such renewed notes as they from time to time

come due and as calls are made by the said bank until the time of the payment of said debt and all interest accrued or to be accrued thereon it shall on such and every such occasion be the duty of said David S Humphreys and he is hereby authorized and agrees to enter forthwith upon the possession of said property and as aforesaid sell a sufficiency thereof to pay the amount of such several notes or such calls as the case may be so as to keep the said Dennis & Humphreys and Elias Bridges fully and completely indemnified and unharmed by reason of their liability as security for said Burns as aforesaid and in case the said David S Humphreys and Elias Bridges or either of them shall at any time pay any part of the amount of such several notes then said David S Humphreys is authorized hereby and on his part agrees that he will on being requested by the one so paying take possession and sell as aforesaid so much of said property and pay the proceeds to the person or persons thus paying to his or their full and entire indemnity and when the whole of said debt of four thousand five hundred dollars shall be paid and satisfied and the liability of said David G Humphreys and Elias Bridges for any and every part thereof shall be totally extinguished and they completely indemnified then the foregoing deed of bargain and sale and conveyance to cease and be of no avail whatever In witness whereof they have hereunto set their hands and seals the day and year first above written

Dennis Burns (Seal)
D G Humphreys (Seal)
Elias Bridges (Seal)
D S Humphreys (Seal)

The State of Mississippi
Claiborne County ss Personally appeared before the undersigned clerk of the Circuit Court in and for the County and State aforesaid Dennis Burns David G Humphreys and David S Humphreys who each acknowledged that they signed sealed and delivered the foregoing and within deed of Trust to the uses and purposes therein mentioned and specified as their voluntary act and deed Given under my hand and the seal of our said Court this the Fifth day of April A D Eighteen hundred and thirty seven

(L S)

Volney Stamps Clk

The State of Mississippi
Madison County } Personally appeared before me William Riley clerk of the Probate Court of said County Elias Bridges who acknowledged that he signed sealed and delivered the annexed and foregoing instrument on the day and year therein mentioned as his voluntary act and deed

Given under my hand and seal of office at Canton the 11th day of April anno Domini 1837

(L S)

William Riley Clk

M Johnson
Deed
G Sprights

Received for record the 6th day of February 1837 and recorded May 17th 1837

The State of Mississippi Madison County

This indenture made and entered into this twenty-eth day of September one thousand eight hundred and thirty one between Micajah Johnson of the one part and Green Sprights of the other other part both of the aforesaid State and County Witnesseth that the said Micajah Johnson for and in consideration of the sum of one hundred dollars to him in hand paid before the signing sealing and delivery of these presents the receipt [illegible] is hereby

acknowledged hath this day bargained sold aliened conveyed and confirmed unto the said Green Sprights and heirs forever all that tract or parcel of land situate lying and being in the said County of Madison known distinguished and bounded as follows East half of South west Quarter of Section No 30 Township No 7 of Range No two east to have and to hold the said bargained premises to him the said Sprights with all and singular the rights members and appurtenances together with remainder and remainders reversion and reversions rents issues and profits to the only proper use and behoof of him the said Sprights and heirs or assigns forever the rights whereof from me and my heirs executors administrators or assigns to him the said Sprights I will warrant and forever defend. Given under my hand and seal this twentieth day of September 1831.

Signed presence of

George W Weatherly J.P. (Seal) Micajah Johnson (Seal)

The State of Mississippi
Madison County } I George W Weatherly an acting Justice of the peace in and for said County do hereby certify that the within deed was acknowledged signed and delivered before me the day and date within written Given under my hand and seal September the 20th 1831

George W Weatherly J.P. (Seal)

+

John Read
Deed
M. McCarey

Received for record the 9th day of February 1837 and recorded the 17th day of April 1837.

This indenture made the Ninth day of February eighteen hundred and thirty Seven between John Read and Dicy Read his wife of the County of Madison in the State of Mississippi of the one part and Marcus M Carey of the County State aforesaid of the other part witnesseth that the said John Read and Dicy his wife for and in consideration of the sum of one thousand dollars to them in hand paid by the said Marcus M Carey at and before the sealing and delivering hereof the receipt whereof they do hereby acknowledge and therefrom acquit and forever discharge the said Marcus M Carey his heirs executors and administrators by these presents have granted bargained sold and conveyed and by these presents doth grant bargain sell and convey unto the said Marcus M Carey and to his heirs and assigns forever an that tract or parcel of land known and designated as the North east Quarter of Section 28 Township eight of Range one west containing eighty acres more or less
Together with all and singular the appurtenances thereunto belonging or in any wise appertaining and also all the estate right title interest property claim and demand whatsoever of them the said John Read and Dicy Read his wife in law or equity or otherwise howsoever of in to or out of the same to have and to hold the said land and premises hereby granted with the appurtenances unto the said Marcus M Carey his heirs and assigns forever in fee simple to the only proper use and behoof of the said Marcus M Carey his heirs and assigns forever and the said John Read and Dicy Read his wife for themselves their heirs executors and administrators doth covenant promise grant and agree to and with the said Marcus M Carey his heirs and assigns by these presents that they the said John Read and Dicy Read his wife and their heirs the said above mentioned and described land and premises hereby with the appurtenances unto the said Marcus M Carey his heirs and assigns against them the said John Read and Dicy Read his wife and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof shall warrant and forever defend by these presents In testimony whereof the said John Read and Dicy Read his wife hath hereunto set their hands and affixed their seals the day and date first above written

John Read (Seal)
Dicy her + mark Read (Seal)

The State of Mississippi } Personally appeared before me the undersigned
Madison County ss } Clerk of the Circuit Court of said County the above
named John Read and Dicy Read his wife who acknowledged that they signed
sealed and delivered the foregoing deed on the day and year therein mentioned as
their act and deed the said Dicy being examined seperate from her said hus
band acknowledged that she signed sealed and delivered the same without
the fear threats or compulsion of her said husband

Given under my hand and seal of said Court this ninth
day of February 1837

L S

S. D. Livingston Clk

W I Hill
Deed
J W Ray } Received for record April 7th 1837 and recorded May 17. 1837

This indenture made and entered into this fifth day of February
anno Domini Eighteen hundred and thirty seven between William
I Hill and Sarah his wife of the one part and John W Ray of the other part
all of the County of Madison and State of Mississippi witnesseth that the said
William I Hill and Sarah his wife for and in consideration of four hundred
dollars to them in hand paid by the said John W Ray at and before the seal
ing and delivering hereof the receipt whereof is hereby acknowledged have granted
bargained sold conveyed and confirmed and by these presents do grant bargain
sell convey and confirm unto the said John W Ray his heirs and assigns all that
certain lot or piece of Ground situate lying and being in the Town of Madison in
said County and State aforesaid consisting of and comprising Five feet
front of lot No 8 in the plain of said Town and running back One hundred feet
at right angles to the line of main Street in said Town and thirty five feet front
of lot Number 7 in said plan running back One hundred feet at right
angles to the line of said Street Containing in all forty feet in front and
one hundred feet in depth together with the buildings improvements here
ditaments premises and appurtenances thereunto belonging or in any wise
appertaining to have and to hold the said above described lot or piece of ground
hereditaments and premises with the appurtenances unto the said John W Ray
his heirs and assigns to his and their only use and benefit forever and the said
William I Hill doth hereby covenant and agree to and with the said John W Ray
his heirs and assigns that he the said William I Hill and his heirs the said
above described lot or piece of Ground hereditaments and premises with the ap
purtenances unto the said John W Ray his heirs and assigns against all and every
other person or persons whatsoever lawfully claiming the same shall and will
warrant and forever defend by these presents In witness whereof the said parties
to these presents have hereunto set their hands and seals the day and year first
above written

W I Hill (Seal)
Sarah E Hill (Seal)

State of Mississippi Madison County }
Personally appeared before the Subscriber a Justice of the Peace in and
for said County the within named William I Hill and Sarah his wife
who acknowledged the within indenture to be their act and deed for the
purposes therein specified and the said Sarah being of full age and sep
arate and apart from her said husband by me examined did declare
that she did voluntarily sealed and of her own accord delivered the said
indenture without any coercion or compulsion of her said husband
witness my hand and seal this 8th day of Sept A D 1837

Alex Vanwacker J P. (Seal)

John W Ray
Deed
W H Steger

Received for record April 4th 1837 and recorded May 17 1837

This indenture made and entered into this twentieth day of March anno domini Eighteen hundred and Thirty Seven 1837 between John W Ray of the one part and A J Hardy William H Steger and Etherton Wilson partners in trade and in the name and firm of W H Steger & Co of the other part all of the County of Madison and State of Mississippi Witnesseth that the said John W Ray for and in consideration of the sum of four thousand dollars to him in hand paid by the said W H Steger & Co receipt whereof is hereby acknowledged hath granted bargained sold conveyed and confirmed and by these presents doth grant bargain sell convey and confirm unto the said A J Hardy William H Steger and Etherton Wilson partners as aforesaid their heirs and assigns all that certain lot or parcel of ground situate lying and being in the Town of Madisonville and County and State aforesaid consisting of and comprising three feet front of lot No 8 in the plan of said Town and running back one hundred feet at right angles to the line of Main Street in said Town and thirty five feet front of lot No 9 in said plan running back one hundred feet at right angles to the line of said Street containing in all forty feet front and one hundred feet in depth together with all and singular the buildings improvements ways roads rights privileges hereditaments and premises with the appurtenances thereunto belonging or in any wise appertaining and the rents issues and profits thereof and also all the estate right title property claim or demand whatsoever of the said John W Ray at law in equity or otherwise howsoever of in to or out of the same to have and to hold the said above described lot or piece of ground hereditaments and premises with the appurtenances unto the said A J Hardy William H Steger and Etherton Wilson partners as aforesaid their heirs and assigns to their and each of their own only proper use benefit and behoof forever and the said John W Ray doth hereby covenant and agree to and with the said A J Hardy William H Steger and Etherton Wilson their heirs and assigns that he the said John W Ray and his heirs the said above described lot or piece of ground hereditaments and premises with the appurtenances unto the said A J Hardy William H Steger and Etherton Wilson their and each of their heirs and assigns against all and every other person or persons lawfully claiming the same shall and will warrant and forever defend. In witness whereof the said parties have hereunto set their hands and seals the day and year first above written

Sealed and delivered in presence of
Samuel G Davis

John W Ray (Seal)

The State of Mississippi
Madison County } This day personally appeared before the undersigned Justice of the peace for said County John W Ray who acknowledged that he signed sealed and delivered the within deed for the consideration therein mentioned. Given under my hand and seal ~~of office~~ this 4th April 1837

Charles Moore J P (Seal)

P W Rutland
Deed
C Newman

Received for record February 13 1837 and recorded May 17 1837

This indenture made and entered into this twenty second day of September A D 1836 between John S Rutland and Susan S Rutland his wife of the one part and Cornelius C Newman of the other part witnesseth that said John S Rutland and Susan S Rutland his wife all of Madison County ~~State of~~ Mississippi for and in consideration of the sum of Twenty four thousand dollars ($24000) to the said John S in hand paid by said

Cornelius C Newman of said County and State the receipt of which is acknowledged by said Rowland hath bargained and sold and doth by these presents bargain sell alien enfeoff convey and confirm unto said Newman and his heirs a certain tract of land in said County on which said Rowland now lives containing eight hundred and sixty acres more or less lying in Township 8 Range 3 east and known and designated as follows The west half of the north west quarter of Section 10. The south east quarter of Section 10 South half of east half of S W 1/4 of Section 10 The west ½ of S W 1/4 of Section 11. The W 1/2 of the South 1/2 of the E 1/2 of the S W 1/4 of Section 11 The N E 1/4 of Section 15. The west 1/2 of N W 1/4 Section 14 S E 1/4 of Section 14 The E 1/2 of S E 1/4 of Section 13 Together with all buildings tenements and improvements thereupon and all advantages profits emoluments thereunto appertaining or in any wise belonging To have and to hold said land to said Newman and his heirs from and in fee simple and the said John S Rowland for himself his heirs executors and administrators hereby covenants to and with said Newman his heirs executors administrators and assigns that said land is free from all encumbrances that he said Rowland is now and freely authorized and empowered to make this conveyance and that he said Rowland and his heirs will forever warrant and defend said land to said Newman his heirs and assigns against the claim of all persons whatever and the said Susan S Rowland hereby freely and of her own consent relinquishes all the right or claim of Dower which she now has of in and to said land and said John S Rowland for the consideration aforesaid also sells and conveys unto said Newman the following negro slaves to wit I im a gen about 28 years Lewis 22 Bryan 22 Joshua 21 Joseph 22 Martin 21 Miles 23 Amy 28 Amy 18 Martha 18 Christian 24 Charlotte 25 Eliza 24. Sam 26 Cherry 21 Lucy 23 Rhody 15 Edmund 15 Owen 11 Hiram 4 Sarah 4 Amy 6 Ann Mary 1 all which said John S Rowland hereby warrants to be slaves for life of sound mind and constitution and will warrant and defend the title to said slaves to said Newman his executors administrators and assigns In testimony of all which said John S Rowland Susan S Rowland hereto set their hands and seals this day above written

J S Rowland (Seal)
Susan S Rowland (Seal)

The State of Mississippi
Madison County } This day personally appeared before the undersigned Justice of the peace for said County John S Rowland who acknowledged that he signed the above deed for the purposes therein at the same time I have examined his wife seperate and apart from her husband who acknowledged that she signed the within deed as her voluntary act and deed without fear threats or compulsion from her ~~said~~ husband Given under my hand and seal this 22d day of September 1837

Charles Moore (J P)

William Prichard
Deed
James L Mess

Received for record on the 18th day of March 1837 and Recorded on the 18th day of May anno domini 1837

This indenture made the eighteenth day of March eighteen hundred and thirty seven between William Prichard and Frances Prichard his wife of the County of Madison in the State of Mississippi of the one part and James L Mess of the place of the other part witnesseth that the said William Prichard and Frances Prichard his wife for and in consideration of the sum of Sew thousand dollars to them in hand paid by the said James L Mess at and before the [illegible]ing

and delivering hereof the receipt whereof they do hereby acknowledge and therefrom acquit and forever discharge the said James L Muse his heirs executors and administrators by these presents have granted sold and conveyed and by these presents do grant bargain sell and convey unto the said James L Muse and to his heirs and assigns forever all of the following described land a parcel of land lying and being in Madison County State of Mississippi to wit The E½ of the SE¼ of Section Six The west½ of Section eight the E½ of Section Seven the west½ of the South west¼ of Section Seven The S½ of the W½ of the South west¼ of Sec 19 The west½ of the NW¼ and W½ of the SW¼ of Section 30 and the East½ of the NE¼ of same Section all in Township 9 Range 4 East containing eight hundred and forty acres more or less Together with all and singular the appurtenances thereunto belonging or in anywise appertaining and also the estate right title interest property claim and demand whatsoever of him the said William Pickard and Frances his wife in law or equity or otherwise howsoever of in to or out of the same to have and to hold the said land and premises hereby granted with the appurtenances unto the said James L Muse and his heirs and assigns forever in fee simple to the only proper use and behoof of the said James L Muse and his heirs and assigns forever. and the said William Pickard and Frances his wife for themselves their heirs executors and administrators do covenant promise grant and agree to and with the said James L Muse and his heirs and assigns by these presents that they the said William Pickard and his wife and their heirs the said above mentioned and described land and premises hereby granted with the appurtenances unto the said James L Muse and his heirs and assigns against them the said William Pickard and his wife and their heirs and against all and every person or persons whomsoever lawfully claiming or to claim the same shall and will warrant and forever defend by these presents In testimony whereof the said William Pickard and his wife have hereunto set their hands and affixed their seals the day and date first above written

William Pickard (Seal)
Frances her + mark Pickard (Seal)

The State of Mississippi
Madison County } personally appeared before me William Riley clerk of the Probate Court of said County William Pickard and Frances Pickard who acknowledged that they signed sealed and delivered the above and foregoing deed on the day and year therein mentioned as their voluntary act and deed and the said Frances Pickard after being examined by me seperate and apart from her said husband acknowledged that she signed the same freely and voluntarily and of her own accord without the fear threat or compulsion of her said husband Given under my hand and seal of office this 18th day of March 1837
L S.
William Riley clerk

James L Muse
Deed
William Pickard } Received for record May 18. 1837 and recorded May 18. 1837

This indenture made the 18th day of March eighteen hundred and thirty seven between James L Muse and Harriet L Muse his wife of the County of Madison in the State of Mississippi of the one part and William Pickard of the same place of the other part witnesseth that the said James L Muse and Harriet L Muse his wife for and in consideration of the sum of one thousand dollars to them in hand paid by the said William Pickard at and before the sealing and delivering hereof the receipt whereof they do hereby acknowledge and therefrom do discharge [illegible] said

administrators by these presents have granted sold and conveyed and by these presents do grant bargain sell and convey unto the said William Prichard and to his heirs and assigns all of the following tract of land lying and being in the County of Madison and State of Mississippi to wit The N½ of the E½ of the SW¼ and S½ of the W½ of the SE¼ of Sec 17 of Township 9 of Range 4 east Containing eighty acres more or less Together with all and singular the appurtenances thereunto belonging or in any wise appertaining and also the estate right title interest property claim and demand whatsoever of him the said James L Muse and his wife in law or equity or otherwise howsoever of in to or out of the same to have and to hold the said land and premises hereby granted with the appurtenances unto the said William Prichard his heirs and assigns forever in fee simple to the only proper use and behoof of the said William Prichard his heirs and assigns forever and the said James L Muse ~~for himself~~ & his wife for themselves their heirs executors and administrators do covenant promise grant and agree to and with the said William Prichard and his wife their heirs and assigns by these presents that they the said James L & Mrs and his wife and their heirs the said above mentioned and described land and premises hereby granted with the appurtenances unto the said William Prichard and his heirs and assigns against them the said James L & Mrs and his wife and their heirs and against all and every person or persons whomsoever lawfully claiming or to claim the same shall and will warrant and forever defend by these presents In testimony whereof the said James L Muse and Harriett I his wife have hereunto set their hands and seals the day and date first above written

James L & Muse (Seal)
Harriett I Muse (Seal)

The State of Mississippi
Madison County } Personally appeared before me William Riley clerk of the Probate Court of said County James L Muse and Harriett I & Muse who acknowledged that they signed sealed and delivered the above and foregoing deed on the day and year therein mentioned as their voluntary act and deed and the said Harriett I Muse being examined by me separate and apart from her said husband acknowledged that she signed the same freely and voluntarily and without the fear threats or compulsion of her said husband

(S S)

Given under my hand and seal of office
the eighteenth day of March 1837
William Riley clerk

(7)

John I Boteler
Deed of Trust
B H Chambers

Received for record April 26. 1837 and recorded May 1837 18 L 109

The State of Mississippi Madison County

This indenture made and entered into the twenty fifth day of March anno Domini eighteen hundred and thirty seven between John I. Boteler and Ann E. Boteler his wife of the one part and Benjamin H Chambers Trustee for the use benefit and behoof of William H Washington of the other part all of the County and State aforesaid witnesseth that whereas the said John I Boteler Joinedly with Benjamin Williams and John P McCaskill heretofore Trade on the thirteenth day of April in the year of our Lord one thousand eight hundred and thirty six executed and delivered his bond unto the said William H Washington in the sum of Ten thousand dollars Conditional that the said John I Boteler should well and truly pay and satisfy all and singular the outstanding lawful debts and liabilities which the said William H Washington had contracted and incurred either in his individual capacity or as partner in business with the said John I Boteler or jointly with the said John P McCaskill of Copartnership

anno Domini eighteen hundred and thirty four unto the date of said bond so as to save the said washington harmless free and released from said lawful debts and liabilities all which more fully and at large appears reference being had unto said bond above alluded to and for the consideration of Ten dollars to them in hand paid by said Trustee at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained and sold and do by these presents grant bargain and sell unto said Trustee all that tract of land situate being and lying in the County and State aforesaid and more fully described as being lots number five and six in Section four Township eight Range number four east the east half of the south east quarter the north half of the west half of the north east quarter the south half of the north east quarter the south half of the east half of the north west quarter of Section five Township eight of Range four east containing by estimation three hundred and sixty acres be the same more or less To have and to hold the said premises and every part and parcel thereof together with all and singular the appurtenances thereunto in any wise belonging unto the said Trustee his heirs and assigns forever and the said John S. Boteler for the consideration aforesaid and for the further sum of Ten dollars by the said Trustee paid to him the said Boteler at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged has bargained sold and delivered and by these presents does bargain sell and deliver unto the said Trustee his heirs executors administrators and assigns forever the following negroes to wit Randall aged about thirty five years Milly aged about Eighteen years Marietta aged about fourteen years and Eliza aged about Twelve years To have and to hold the said negroes unto the said Trustee his heirs Executors administrators and assigns but upon the following trust to wit that if the said John S. Boteler and his Joint Obligors in the bond before alluded to shall fail to save the said William H. Washington harmless from the debts and legal liabilities in said bond mentioned on or before the first day of March anno domini Eighteen hundred and thirty Eight. Then and in that case the said Trustee shall take possession of the property before mentioned which he such time and after the due execution of this deed. Shall he and remain in the possession of the said Boteler and the said trustee after giving sixty days notice in some convenient and suitable newspaper shall offer the property aforesaid at public sale in the town of Madisonville to the highest bidder and of the proceeds shall pay to the said washington if sufficient shall be made from said sale enough to satisfy and save him harmless from all costs damages and charges to which he may at said last mentioned period have been put by reason of the failure of the said Boteler to arrange by final settlement the debts and discharge the legal liabilities aforesaid bond mentioned and the remainder if any to pay over to the said Boteler and it is further agreed and covenanted by and between the said parties that if the Trustee aforesaid should decline or otherwise become incompetent to execute the trust herein mentioned then the said washington shall always have the power to appoint an other to act in his stead as fully as the said B.S.C. hereinbefore is hereby empowered to act and the trustee who may make the sale by virtue of the above premises shall have power to make full deeds of conveyance and bills of sale to the purchaser or purchasers of said property In witness whereof the said John S Boteler Ann E Boteler and Benjamin F. Chambers have hereunto set their hands and seals the day and year above written

Jno S Boteler (Seal)
Ann E Boteler (Seal)
Benj. F. Chambers (Seal)

State of Mississippi } Personally appeared before the undersigned
Madison County } Justice of the Peace in and for said County
the within named John J Boteler & Ann E Boteler his wife and Benja
min J Chambers and acknowledged the within written indenture
to be their act and deed for the purposes therein contained and desi
red that the same might be recorded as such according to law. The
said Ann E being by me examined separate and apart from her
said husband and the contents thereof being first made known to
her declared that she did voluntarily and of her own free will and
accord seal and as her act and deed deliver the said indenture
without any coercion or compulsion of her said husband
Given under my hand and seal this 29th day of March A D 1839

Owen Navacter J P (Seal)

A J Hardy et al
Deed of Trust
Isaac W Irvine

Received for record April 1839 and recorded May 19. 1839

Record above

John S Gooch
Deed
Josiah Burrough

Received for record the 28th day of February 1839
and recorded the 19th day of May 1839

State of Mississippi Madison County

Know all men by these presents that we John S Gooch and Martha Gooch his
wife of the County and State aforesaid have this day for and in consideration
of the sum of fifty dollars to us in hand paid the receipt whereof is hereby ac
knowledged sold and by these presents do sell and deliver unto Josiah Burrough
of the County and State aforesaid all our right title claim and interest in and
to lot No 31 3/4 at the east end Decumpsch Street in the town of Madisonville in the
County and State aforesaid the title of said lot we bind ourselves our heirs and assigns
to warrant and defend unto the said Josiah Burrough his heirs and assigns for
ever witness our hands and seals this 28th day of April eighteen hundred and
thirty six

Jno S Gooch (Seal)
Martha Gooch (Seal)

Acknowledged by John S Gooch before me a Justice of the peace for
Madison County this 28th day of April 1836

Charles Moore J P (Seal)

State of Mississippi }
Madison County } This may certify unto all whom it may concern
that Martha Gooch the wife of the within named John S Gooch did on this
the 28th day of April in the year eighteen hundred and thirty six personally
appear before the undersigned a Justice of the peace for the said County and upon
being privately and separately examined by me apart from her said husband
did declare that she does freely voluntarily and without any fear or concep
tion whatever renounce release and forever relinquish unto the within na
med Josiah Burrough all her interest and estate and also all her right
and claim of dower of and in or to the within described premises
Given under my hand and seal the day and year above written

Charles Moore J P (Seal)

John S Gooch
Deed
Jos. Burrough

Received for record the 28th day of February 1837 and Recorded May 17, 1837

State of Mississippi Madison County

Know all men by these presents that we John S Gooch and Martha Gooch his wife of the County and State aforesaid have this day for and in consideration of the sum of Two hundred and Seventy five dollars to us in hand paid the receipt whereof is hereby acknowledged, Sold and by these presents do Sell and deliver unto Josiah Burrough of the County and State aforesaid all our right title claim and interest in and to Lot No 94 and 102 in Square No 6. in the town of Madisonville in the County and State aforesaid the title of said lot we bind ourselves our heirs and assigns to warrant and defend unto the said Josiah Burrough his heirs and assigns forever Witness our hands and seals this 28th day of April Eighteen hundred and thirty Six

Jno S Gooch (Seal)
Martha Gooch (Seal)

Acknowledged by John S Gooch before me a Justice of the Peace for Madison County This 28th day of April 1836

Charles Moore J.P. (Seal)

State of Mississippi Madison County

This may certify unto all whom it may concern that Martha Gooch the wife of the within named John S Gooch did on this the 28th day of April in the eighteen hundred and thirty Six personally appear before the undersigned a Justice of the Peace for the said County and upon being privately and separately examined by me apart from her said husband did declare that she does freely & voluntarily and without any fear or compulsion whatever renounce release and forever relinquish unto the within named Josiah Burrough all her interest and estate and also all her right and claim of Dower of and in or to the within described premises

Given under my hand and Seal the day and year above written

Charles Moore J.P. (Seal)

John S Gooch
Deed
Jos Borrough

Received for record After 28th day of February 1837 and recorded May 19th 1837

State of Mississippi Madison County

Know all men by these presents that we John S Gooch and Martha Gooch his wife of the County and State aforesaid have this day for and in consideration of the sum of fifty dollars to us in hand paid the receipt whereof is hereby acknowledged Sold and by these presents do Sell and deliver unto Josiah Borrough of the County and State aforesaid all our right title and claim and interest in and to Lot No 174 in the town of Madisonville in the County and State aforesaid the title of said lot we bind ourselves our heirs and assigns to warrant and defend unto the said Josiah Borrough his heirs and assigns forever witness our hands and seals this 28th day of May eighteen hundred and thirty Six

Acknowledged by John S Gooch before me a Justice of the Peace for Madison County this 28th day of May 1836 Charles Moore J.P. (Seal)

Jno S Gooch (Seal)
Martha Gooch (Seal)

State of Mississippi Madison County

This may certify unto all whom it may concern that Martha Gooch the wife of the within named John S Gooch did on this the 28th day of May in the year eighteen hundred and thirty Six personally appear before the undersigned a Justice of the Peace for the said County and upon being privately and separately examined by me apart from her said husband did declare that she does freely & voluntarily and without any fear or compulsion whatever renounce release and forever relinquish unto the within named Josiah Borrough all her interest and estate and also all her right and claim of Dower of and in or to the within described premises

Given under my hand and Seal the day and year above written

Charles Moore J.P. (Seal)

John S Gooch
Deed
Josiah Burrough

Received for record the 28th day of February 1837 and Recorded May 19. 1837

State of Mississippi Madison County

Know all Men by these presents that we Jno S Gooch and Martha Gooch his wife of the County and State aforesaid for and in consideration of the sum of eight hundred dollars to us in hand paid have this bargained sold and delivered and by these presents do bargain sell and deliver unto Josiah Burrough of the County and State aforesaid the following lots Namely no 196. 205. 206. 219 220. 221. 222 223 224. 225. 226 227 228. 229. 230 231 232 233. 234. 235. 236. 237. 238 & 239 all situate on the north part of the town immediately adjoining the land of Mr L Finley but then three first numbered lots which compose the balance of the Square in which the travelling house of John Williams is situated between which in which then three first numbered lots are situated and the balance of the lots is represented the following lots Namely 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217 & 218. represented as being three whole Squares cannot be found but if any such lots should be found as they were separate then three first mentioned lots from the balance of the lots numbering from 219 to 239. the quit claim or right of title to such lots if any such be found is hereby relinquished to the said Josiah Burrough and the title to the first mentioned lots being ~~all~~ in number situate in the town of Madisonville in the County & State aforesaid we bind ourselves our heirs administrators and assigns for ever In testimony we hereto set our hands and seals this 23rd day of June 1836

Jno S Gooch (Seal)
Martha Gooch (Seal)

Acknowledged by Jno S Gooch before me a Justice of the Peace for Madison County. Witness my hand and seal the 23rd day June 1836.

Owen Vanvacter J.P. (Seal)

The State of Mississippi
Madison County } personally appeared before the undersigned Justice of the Peace of said County Martha Gooch who being of full age and by me duly examined separate and apart from her husband and the contents thereof being first made known to her declares that she did voluntarily and of her own free will and accord sign and as her act and deed deliver the within written instrument without any coercion or compulsion of her said husband In testimony whereof I have hereunto set my hand and seal this 9th day of July A D 1836.

Owen Vanvacter J.P. (Seal)

William Joiner
Deed Trust
J Silvertooth ss

Received and recorded May 19th 1837

State of Mississippi Madison County ss

This indenture made and entered into this 19th day of April A D 1837 between William Joiner and Elizabeth his wife of the first part Johnson Silvertooth of the second part and certain persons in trade using the name firm and style of Carruthers Harris & Co of the third part witnesseth that whereas the said William Joiner is justly indebted to the said Carruthers Harris & Co in the just and full sum of Ten thousand three hundred sixty five & 75/100 dollars payable on the seventeenth day of January A D 1838 as appears by a certain draft drawn by the said William Joiner upon the said Carruthers Harris & Co for the said sum of Ten thousand three hundred sixty five & 75/100 dollars dated the seventeenth day of March and payable Ten Months after date thereof the payment of which debt the said William Joiner is desirous to secure now therefore in consideration of the premises and for the further consideration of Five dollars to the said

William Joiner in hand paid by the said Johnson Silverberg the receipt whereof is hereby acknowledged they the said William Joiner and his wife have given granted bargained sold aliened infeoffed and conveyed and do by these presents give grant bargain sell alien infeoff and convey unto the said Johnson Silverberg his Successors and Legal representatives the following tracts or parcels of land situate and being in the County and State aforesaid and known and designated as the South ½ East ½ of South East ¼ of Section No 1 in Range No 3 east and the west ½ of North west ¼ of Section No 1 and the north ½ East ½ of South west ¼ and the south ½ west ½ of South East ¼ and the South ½ East ½ of South west ¼ and the South ½ west ½ of South East ¼ and the west ½ of south west ¼ of Section No 6 Township No 9 Range No 4 East also the west half ½ of South East quarter ¼ of Section No 1 Township No 9 Range No 3 East except the N ½ of the N ½ N ½ of the SE ¼ of the same Section being 18 acres all containing 485 27/100 acres be the same more or less. To have and to hold unto the said Johnson Silverberg his Successors and Legal representatives forever and also the following described negro slaves to wit Bill aged about 24 years Harriett aged about 20 years Dave aged about 40 years Clary aged about 38 years Jane aged about 12 years Reuben aged about 10 years Maria aged about 21 years Jim aged about 23 years Henry aged about 24 years and Suckey aged about 35 years which negroes the said William Joiner hereby warrants sound in body and mind and slaves for life and the said William Joiner and Elizabeth his wife for themselves their heirs executors administrators & hereby covenants and agrees with the said Johnson Silverberg his Successors and Legal representatives that they are seized in fee of the aforegranted premises and negroes that the same are conveyed free and quit of all liens and incumbrances and that they will warrant and forever defend the same unto the said Johnson Silverberg his Successors and Legal representatives against all claims whatever. This conveyance is made nevertheless upon the following trusts limitations and conditions to wit it is hereby covenanted and agreed by the parties to these presents that the said William Joiner and Elizabeth his wife may retain the entire and exclusive possession of the said land and negro slaves conveyed as aforesaid until the said fifteenth day of January 1838 the time of the maturity of the aforesaid draft and when the debt therein mentioned becomes payable It is further covenanted and agreed that upon the failure of the said William Joiner to pay or cause to be paid unto the said Carruthers Harris & Co or their authorised agent one half the amount of the aforesaid draft to wit the sum of five thousand one hundred Eighty seven & 87/100 dollars on or before the said 15th day of January A D 1838 and also to be with the payment of the residue of the draft as herein after mentioned then it shall be the duty of the said Johnson Silverberg his Executors or administrators or any person legally appointed his successor to execute the trust herein mentioned on that day or as soon thereafter as may be immediately to take possession of the said land and negro slaves and to sell the same or so much thereof as shall be sufficient to satisfy the whole of said debt $10365.75/100. with all costs thereon expenses of sale & at public auction to the highest bidder for cash at the Court house door in the Town of Canton County and State aforesaid after giving thirty days previous notice of the time place and conditions of such sale in some public newspaper published in said County and in advertisements set up at three public places in said County and out of the monies arising from such sale the said Johnson Silverberg shall after satisfying the charges thereof and all other expenses attending the premises pay the said Carruthers Harris & Co or their legal representatives the full amount of the said debt. to wit $10365.75/100 with all interest which may be due thereon and the balance if any he shall pay to the said William Joiner his heirs executors administrators and assigns but if the said William Joiner shall pay or cause to be paid A. J. half the amount

April 30. 1835. — $2,102.00

Filed in Office in Madison County Ohio

Recorded Feb 1 1838

of said debt say Five thousand one hundred and eighty seven & 50 100 dollars on or before the said 15th day of January A D 1838 and shall execute a sufficient deed of trust to secure the payment of the balance of said debt within Twelve months thereafter to wit on or before the 15th day day of January A D 1839 together with the interest thereon at the rate of per centum from the maturity of the aforesaid debt; then this indenture and the conveyance herein to be void otherwise the same shall remain in full force and virtue and it is further covenanted and agreed that in the event of the death of the said Johnson Silsbury and refusal on the part of his executors or administrators to execute the trust herein confided the said Cornelius Harris & Co shall have power to appoint immediately any other Citizen of Madison County to act as such trustee who upon such appointment shall have exclusive power to execute the trust herein confided.

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

William Joiner (Seal)
Elizabeth her + mark Joiner (Seal)

J Silsbury (Seal)

The State of Mississippi
Madison County } William Riley

Personally appeared before me William Riley Clerk of the Probate Court of said County William Joiner Elizabeth Joiner his wife and Johnson Silsbury who severally acknowledged that they signed sealed and delivered the annexed and foregoing deed of trust from said William Joiner and wife to said Johnson Silsbury (as trustee for Cornelius Harris & Co) on the day and year therein mentioned as their voluntary act and deed and the said Elizabeth Joiner the wife of said William Joiner being first examined by me separate and apart from her said husband said that she signed and sealed the same freely and voluntarily and without the fear threat or compulsion of her said husband.

Given under my hand and seal of office a Center the seventeenth day of May anno domini Eighteen hundred and thirty seven

William Riley Clerk

25

J M Flournoy Shff Dead
F W Hubert

Received for record March 11th 1837 and recorded May 20th 1837

This indenture made and entered into this 19th day of October in the year of our lord eighteen hundred and thirty six between Samuel M Flournoy Sheriff of Madison County and State of Mississippi of the one part and F W Hubert of the County and State aforesaid of the other part witnesseth that whereas Hammond & Elder Merchants and partners in trade under the name and style of Hammond and Elder on the 6th day of October in the year of our lord eighteen and thirty five in the Circuit Court of Madison County & State aforesaid by the Judgement of the said Circuit Court of Madison County recorded against James M Veatch the sum of eighty three dollars 73 cents besides their proper costs of suit and also Davenport & McDee trading under the name & style of Davenport and McDee in the said Circuit Court aforesaid and by Judgement of the same recorded against John W McDowell the sum of one hundred and fifty nine dollars besides and proper costs of suit and also John Sackin in the Circuit

Court aforesaid and by Judgement of the Same recorded against A J McDowell the Sum of one hundred and four dollars besides their proper costs of Suit and whereas Executions has been Issued upon Said Judgements for the Said amounts together with proper costs of Said Suits directed to the Sheriff of Said County Returnable to the Oct Term 1836 of Madison Circuit Court against James McVeitch and A J McDowell his security and against John W McDowell and A J McDowell his security and John Larkin against A J McDowell and John W McDowell his security which said executions was duly levied by the Sheriff Madison County State aforesaid on the following described lands (to wit) Lot No 3 Sect 27 Township 7 Range 2 E and South 1/2 of Lot No 1 & 2 of Sect 27 Same Township & Range and East 1/2 of the south East 1/4 of Sect 22 Same Township & Range as the property of A J McDowell which lands and tenements after thirty days notice by advertisement in Manner prescribed by law of the time and place of Sale was offered by the said Sheriff to Sale at ~~public~~ auction at the door of the Court house in the Town of Canton in Said County of Madison between the Hours prescribed by law at which time and place F W Hubbert appeared and bid for the Said Lands as above discribed the Sum of three hundred dollars which was more than any person did or would bid for the Same and the said F W Hubbert having bid more than any other person did or would bid therefore this indenture witnesseth that for and in consideration of the Sum three hundred dollars aforesaid to the Said party of the first part by the party of the second part in hand paid the receipt whereof is hereby acknowledged by the said party of the first part has this day bargained and Sold and by these presents do grant bargain and Sell unto the party of the second part the above described lands and appurtenances thereto belonging To have and to hold the said lands and appurtenances together with all singular the right title interest and claim of the said A J McDowell in to the said lands either at law or equity to the party of the second part and to his heirs and assigns forever and the said Samuel McGlommery Shff aforesaid and party of the first part has hereunto set his hand and seal this 19th day of Oct. 1836

Samuel McGlommery Shff (Seal)

The State of Mississippi }
Madison County } personally appeared before me William Riley Clerk of the Probate Court of said County Samuel McGlommery Sheriff of Madison County whose name appears to the within deed and acknowledged that he signed sealed and delivered the same on the day and year therein mentioned and for the purposes therein expressed as his own voluntary act and deed

Given under my hand and seal of said Court at Canton
S S on the Eleventh day of March AD 1837

William Riley Clerk

S McGlommery Shff
Deed
F W Hubbert

Received for record the 11th of March AD 1837 and recorded May the 20th. 1837

This indenture Made and entered into this 24th Oct in the year of our Lord eighteen hundred and thirty six between Samuel McGlommery Shff of Madison County and State of Mississippi of the one part and F W Hubbert of the County and State aforesaid of the other part witnesseth that whereas Burrus Haly on Hewitt Carroll on the 28th day of March in the year of our Lord eighteen hundred and thirty five in the Circuit Court of Madison County in said State and by the Judgement Madison Circuit Court recovered against Strong Beals the sum of one hundred and seventy four dollars and 75 cents besides the costs of suit And an alias execution having issued returnable to the Oct Term 1836 of Madison Circuit Court with A J McDowell security

for the Said Abram Beals on a forthcoming bond amounting in all to the Sum of Two hundred and Twelve dollars & cents which Said execution was by the Sheriff Said County levied upon the following described land to wit Lot No 3 Sect 23 Township 7 Range 3 East Containing 35 acres the one half of which was claimed and owned by the Said A. J. McDonald and his interest accordingly Sold by the aforesaid Sheriff on the 26th of Octo 1836 to the highest bidder for Cash at the Court house door in the Town of Canton after advertising thirty days previous to the said Sale according to law at which time and place G W Hubbert appeared and bid for the aforesaid described land the Sum of five hundred dollars which was more than any other person did or would bid for the same and the Said G W Hubbert Party of the Second part having bid more for the said land as aforesaid than any other person would bid therefore now this indenture witnesseth that for and in consideration of the Sum of five hundred dollars aforesaid to the party of the first part by the party of the second part the receipt whereof is hereby acknowledged by the said party of the first part has this day granted bargained and Sold unto the Said party of the second part the above described land and appurtenances thereunto belonging to have and to hold the said land and appurtenances thereunto belonging with all and singular the right title interest and claim of the said A. J. McDonald in and to the said land either at law or equity to the party of the second part and to his heirs and assigns forever and the said James McGlommery Shff aforesaid and party of the first part have hereunto set my hand and seal this day and year first written

James McGlommery Shff (Seal)

The State of Mississippi
Madison County } personally appeared before me William Riley Clerk of the Probate Court of said County James McGlommery who acknowledged that he Signed Sealed and delivered the within deed as his voluntary act and deed on the day and year therein mentioned

Given under my hand and Seal of said Court on the 30th day of May 1837

LS

William Riley clerk

Jno S Gooch
Decd
vs
Thos Smith

Received for record the 22 of March 1837 and recorded May 22. 1837

State of Mississippi Madison County

Know all men by these presents that we John S Gooch and Martha his wife have this day for and in consideration of the Sum of one thousand dollars to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto Thomas S Smith of the County and State aforesaid all our right title claim and interest in and to Lots No 145 & 146 & South ½ of lot number 140 in the Town of Canton situated in the County and State aforesaid the title of said lot we hold unto our heirs and assigns to warrant and defend unto the said Thomas S Smith his heirs and assigns forever witness our hands and Seals this 24th day of December Eighteen hundred and thirty Six

Jno S. Gooch (Seal)

Martha Gooch (Seal)

Acknowledged by John S. Gooch before me a Justice of the Peace for Madison County this Sixteenth day of March 1837 Witness my hand and seal the day and date last aforesaid

Owen Van Zandt J. P. (Seal)

464. See 2 pages forward

State of Mississippi } This May Certify unto all whom it may Concern that
Madison County } Martha Gooch the wife of the within named John S Gooch
did on this the 16th day of March in the year Eighteen hundred and thirty Six
personally appear before the undersigned a Justice of the Peace for the Said County
and upon being privately and Separately by me apart from her Said husband did
declare that she does freely voluntarily and without any fear or Compression what
Soever renounce release and forever relinquish unto the within named Thomas J Smith
all her interest and estate and also all her right and claim of Dower of and in
or to the within described premises Given under My hand and Seal the day
and year above written

Owen Vandacter J.P. (Seal)

John S. Gooch
Deed
vs
Thos J. Smith

Received for record the 22 of March 1839 and recorded May
the 22. A.D. 1839

State of Mississippi } Madison County
Know all men by these presents that we John S Gooch and
Martha his wife of the County and State aforesaid have this day for and in
consideration of the sum of five hundred dollars to us in hand paid the receipt
whereof is hereby acknowledged Sold and by these presents do bargain and deliver unto
Thomas J. Smith of the County and State aforesaid all our right title claim
and interest in and to Lots No. 134. 138. 139. 140 & 141. in Square No 12. and also Lot 112
between Main & Jefferson Streets in the Town of Madisonville in the County & State
aforesaid the title of said lot we bind ourselves our heirs and assigns to warrant
and defend ~~forever~~ unto the said Thomas J. Smith his heirs and assigns forever
Witness our hands and Seals This 24th day of December eighteen hundred and
thirty Six

Jno. S. Gooch (Seal)
Martha Gooch (Seal)

Acknowledged by John S. Gooch before me a Justice of the Peace for Madison County this Sixteenth day of March 1837. Witness My hand and Seal the day and year last aforesaid

Owen Vandacter J.P. (Seal)

State of Mississippi } This May Certify unto all whom it may Concern that
Madison County } Martha Gooch the wife of the within named John S Gooch did on this the 16th day of March in the year Eighteen hundred and thirty Seven personally appear before the undersigned a Justice of the Peace for the Said County and upon being privately and Separately examined by me apart from her Said husband did declare that she does freely voluntarily and without any fear or compression whatever renounce release and forever relinquish unto the within name Thomas J. Smith his heirs & assigns all her interest and estate and also all her right and claim of Dower of and in or to the within describe premises Given under my hand and Seal the day and year above written

Owen Vandacter J.P. (Seal)

Thos O. McDonald
Deed
vs
Henry B Ely.

Received for record the 22 of March 1839 and recorded May 22 1839

This indenture Made the 6th day of March 1837 between Thomas O. McDonald for & Mary Ann his wife of the first part. Henry B Ely of the second part and Moses M Black of the third part. Witnesseth that Whereas the said Thomas O. McDonald is Justly indebted to said Henry B Ely in the Sum of $3376 25/100 dollars for which he has drawn a bill of Exchange payable Six months after date and being willing to secure the Payment of the Sum aforesaid thereon for and

in Consideration of the premises and for the further Consideration of Five Dollars in hand paid by said Henry B. Ely the receipt whereof being hereby acknowledged he the said McDonald hath Granted bargained and Sold and by these presents doth grant bargain sell alien and confirm to him the said Ely the following described tracts of land East half of N East quarter Section Seven Township 8 Range 4 East & N West Quarter Section 8 Township 8 Range 4 East Containing 241 acres more or less lying in the County of Madison and State of Mississippi and two Slaves names Peter and Mariah to have and to hold the said land and Slaves together with the increase of the Females thereof to him the said Ely and his heirs forever but upon this special trust and confidence that in Case of the non payment of said Bill upon the maturity thereof he the said Ely is to sell the said lands and Slaves at Auction to the highest bidder for Cash after advertising the time and place of Sale in some newspaper published in the County of Madison for the space of thirty days and out of the Proceeds thereof pay first the expenses of this trust then the Money interest Cost and damages from the nonpayment of said bill and the residue pay over to him the said McDonald, The said McDonald for and in consideration of the premises doth hereby covenant for himself his heirs to forever warrant and defend to him the said Ely his heirs a good and sufficient title to the said lands and Slaves free from the Claims of all persons whatsoever In testimony whereof the parties have hereunto set their hands and seals the date first aforesaid.

Thos C McDonald (Seal)
Mary H McDonald (Seal)
Henry B. Ely. (Seal)
Rufus R Hack (Seal)

State of Mississippi
Madison County } Personally appeared before the undersigned a Justice of the Peace in and for said County the above named Henry B Ely Rufus R Hack Thos C McDonald and Mary H McDonald and acknowledged the above written Indenture to be their act and deed and desired that the same might be recorded as such according to law The said Mary H being of full age and by me examined separate and apart from her said husband and the contents thereof being first made known to her declared that she did voluntarily and of her own free will and accord sign and as her act and deed deliver said indenture without any coercion or compulsion on the part of her said husband Given under my hand and seal this 10th day of March 1837.

Allen Vantacter J.P. (Seal)

Allen Buckner
Ded
Benj. Williams

Received for record the 24th day of April 1837 and recorded May 22nd 1837

State of Tennessee Davidson County

Know all men by these presents that Allen Buckner of the County and State aforesaid for and in consideration of the sum of two thousand four hundred dollars to me in hand paid the receipt whereof is hereby acknowledged have this day sold and by these presents do grant bargain and sell unto Benjamin Williams of the County of Madison State of Mississippi a certain tract or parcel of land lying and being in said County of Madison designated in the Genral Survey as follows to wit the East half of the South East Quarter of Section 32 the West half of the South West Quarter the West half of the South West Quarter the South half of the East half of the South West Quarter of Section thirty three of Township 10 of Range 4 East in the district of land West of Pearl River Containing in all two

heirs died and rightly seized more or less the title to said land so warrant and defend unto the said Williams his heirs or assigns against the lawful or claims of any person my heirs executors or assigns or any other person or persons whatsoever

In testimony whereof I have hereunto set my hand and affixed my seal this 9th day of September in the year of our Lord one thousand Eight hundred and thirty six

Test. D. M. Porter Edw. L. Hale — William Buckhanan (Seal)

State of Mississippi } Personally appeared before the undersigned Justice of the
Madison County } Peace of said County the above named David M. Porter and William L. Hale subscribing witnesses to the above deed who being first duly sworn depose and say that they saw the above named William Buckhanan whose name is subscribed thereto sign seal and deliver the same that they the deponents subscribed their names thereto as witnesses in the presence of the said Buckhanan on the day and year above written Given under my hand and seal this 18th February AD 1837

Owen Vandacter J.P. (Seal)

J. R. Herbert Deed to H. L. Herbert

Received for record March 27th 1837 and recorded the 22 day of May 1837

This indenture made and entered into this 2d day of June Anno Domini Eighteen hundred and thirty six between John R. Herbert and Sarah his wife of the one part and Fletcher L. Herbert of the other part all of the County of Madison and State of Mississippi Witnesseth that the said party of the first part for and in consideration of the sum of Ten dollars to him in hand paid at and before the sealing and delivering hereof the receipt whereof is hereby acknowledged as well as other good considerations hereunto thereunto moving hath granted bargained sold aliened enfeoffed released conveyed and confirmed and by these presents doth grant bargain sell alien enfeoff release convey and confirm unto the said Fletcher L. Herbert his heirs and assigns one and undivided moiety of in and to the South half of the East half of the South west Quarter of Section number thirteen in Township number Eight of Range Number three East containing 36.60 acres together with the hereditaments appurtenances ways roads waters water courses rights liberties privileges hereditaments premises and appurtenances whatsoever thereto belonging or in any wise appertaining and the reversion remainder rents issues and profits thereof and also one free and undivided moiety of the said right title interest property claim and demand whatsoever of the said John R. Herbert of in to or out of the same to have and to hold the free and undivided moiety of the land or parcel of land hereditaments and premises above particularly described with the appurtenances unto the said Fletcher L. Herbert his heirs and assigns to and for the only proper use and behoof of the said Fletcher L. Herbert his heirs and assigns forever and the said John R. Herbert doth covenant with the said Fletcher L. Herbert that he the said John and his heirs the said above particularly described lands of land unto the said Fletcher L. Herbert his heirs and assigns against him the said John and his heirs and against all and every other person or persons lawfully claiming or to claim the same by from through or under him them or any of them shall and will warrant and forever defend. In witness whereof the said parties to these presents have set their hands and seals the day and year above written

John R. Herbert (Seal)
Sarah L. Herbert (Seal)

State of Mississippi } personally appeared before me a Justice of the
Madison County } Peace in and for the County aforesaid within
is within the within named John R. Herbert and Sarah his wife and acknowledged the within indenture to be their act and deed and for the purposes therein specified and the said Sarah being of full age and separate and apart from her said husband by me examined did declare and say that she voluntarily and of her own free will and accord seal and as her act and deed deliver the within indenture without any coercion or compulsion of her said husband witness my hand and seal this second day of June Anno Domini Eighteen hundred and thirty Six

Owen Vanvacter J.P. (Seal)

Jno. S. Gooch
Deed
Geo. W. Smith

Received for record the 28th day of March 1837 and recorded May 22 1837

This indenture made and entered into this Seventeenth day of March one thousand eight hundred and thirty seven between John S Gooch and Martha his wife a party of the first part and George W Smith a party of the second part witnesseth that the said party of the first part for and in consideration of the sum of four hundred dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged hath bargained and sold and by these presents do bargain and sell convey release and confirm unto the said party of the second part the following described lot or parcel of ground in the Town of Madisonville County and State aforesaid and designated in the plat of said Town as Lot No 37 in Square No 3. To have and to hold said lot of ground to the said party of the second part his heirs and assigns forever and the said party of the first part for themselves their heirs administrators and Executors do warrant the title to said lot of ground together with all its appurtenances to the said party of the second part his heirs and assigns against the claims of all persons whatsoever In witness whereof the said party of the first part hath hereunto set their hands and seals the date above written

Jno S. Gooch (Seal)
Martha Gooch (Seal)

The State of Mississippi }
Madison County } personally appeared before the undersigned Justice of the Peace for said County John S Gooch and Martha Gooch his wife and acknowledged the within written deed to be their act and deed and desire that the same might be recorded as such according to law and the said Martha being examined by me separate and apart from her said husband and the contents thereof being first made known to her declared that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the same without any coercion or compulsion on the part of her said husband

Given under my hand and seal this 18th day of March 1835

Owen Vanvacter J.P. (Seal)

John S. Gooch
Deed
George W. Smith

Received for record the 28th of March and recorded the 22 of May 1839

This indenture Made and entered this Seventh day of March in thousand Eight hundred and thirty Seven between John S Gooch and Martha his wife a party of the first part and George Smith a party of the second part all of Madison County Mississippi Witnesseth that the said party of the first part for and in consideration of the sum of One thousand dollars to them in hand paid by the said Party of the second part the receipt whereof is hereby acknowledged hath bargained and sold and by these presents doth bargain and sell release confirm and convey to the said party of the second the following the described lot or parcel of Ground lying in the Town of Madisonville County and State aforesaid and designated on the plat of said Town as lot no 61. bounded as follows beginning at the South west Corner of lot no 168 thence running with Main Street sixty Six & two third feet thence at right angles with Main Street fifty feet the whole forming an oblong square 66⅔ by 50 feet to have and to the described lot of ground to the party of the second part his heirs and assigns forever and the said Party of the before the first part for themselves their executors & administrators do warrant and defend the title to the same lot of Ground to the same party of the second part his heirs and assigns against the claim or claims of themselves and all other persons forever

In witness whereof the same party of the first part hath hereunto set their hand and seal the day and date above written

Jno. S Gooch (Seal)
Martha Gooch (Seal)

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace of said County Jno S Gooch and Martha Gooch his wife and acknowledged the within written deed to be their act and desired that the same might be recorded as such according to law the said Martha being by me examined separate and apart from her said husband and the contents thereof being first made known to her states that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the same without any coercion or compulsion on the part of her husband Given under my hand and seal this 18th day of March A D 1839

Owen Van Vacter D.C. (Seal)

Peace & Gill
Deed
R S Hunter

Receive for record March 28th 1839 and recorded May 23rd 1839
State of Mississippi Madison County

Know all men by these presents that we William Peace & Jonathan Gill of the State and County aforesaid for and in consideration of the sum of Eleven hundred dollars to us in hand paid the receipt whereof we do hereby acknowledge have bargained and sold and by these presents do sell and deliver unto Roderick S Hunter of the State and County aforesaid all our right title claim and interest in & to the following described lot or parcel of Ground designated as follows (namely) Thirty feet front of lot number Seven running back One hundred feet on Main Street in the Town of Madisonville State County aforesaid the title of said lot we bind ourselves our heirs administrators and assigns to warrant and forever defend unto the said Roderick S Hunter his heirs and assigns forever In witness whereof we have hereunto set our hands and seals this 6th day of March in the year of our Lord one thousand Eight hundred and thirty Seven

W H Early

James M. Gill (Seal)
Susan S. Gill (Seal)
Collin Peace (Seal)
for Owen Vanwacter
Elizabeth S Peace (Seal)

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the above named James M Gill and Susan S Gill Collin Peace and Elizabeth S Peace and acknowledged the above instrument to be their act and deed and desired that the same might be recorded as such according to law. The said Susan S. & Elizabeth S. being by me duly examined seperate and apart from their said husbands and the contents thereof being first made known to them declared that they did voluntarily and of their own free will and accord seal and as their act and deed deliver said instrument without any coercion or compulsion of their said husbands Given under my hand and seal this 4th day of March A.D. 1837.

Owen Vanwacter J.P. (Seal)

Geo. W Smith
Deed
W B Oglesby

Received for record March 28th 1837 and recorded May the 22d 1837

The State of Mississippi Madison County

Know all men by these presents that I George W Smith of Madison ville in the County of Madison in consideration of three hundred dollars to me paid by Urbane B Oglesby of the County and State aforesaid the receipt whereof I do hereby acknowledge do by these presents give grant bargain sell and convey unto the said Urbane B Oglesby his heirs and assigns a certain parcel of land situate in the Town of Madisonville and County of Madison aforesaid bounded and described as follows To wit part of lot eight it being part of said lot in the Town of Madisonville in the County aforesaid together with all the privileges and appurtenances to the said lot in any wise appertaining and belonging to have and to hold the above granted premises to the said Urbane B Oglesby his heirs and assigns to his and their use and behoof forever and I the said George W Smith for my self my heirs executors and administrators do covenant with the said Urbane B Oglesby his heirs and assigns that I am lawfully seized in fee of the aforegranted premises that they are free from all incumbrances that I have good right to sell and convey the same to the said Urbane B Oglesby as aforesaid and that I and my heirs Executors and administrators shall warrant and defend the same to the said Urbane B Oglesby his heirs and assigns forever against the lawful demands of all persons and Mary Ann wife of the said George W. Smith in Consideration of Ten Cents to her in hand paid the receipt whereof she doth hereby acknowledge doth hereby release to the said Urbane B Oglesby his heirs & assigns all her right and claim of dower in the aforegranted premises In testimony whereof I the said George W. Smith and Mary Ann my wife have hereunto set our hands and seals this twenty third day of March in the year of our lord one thousand eight hundred and thirty seven

G W Smith (Seal)
Mary A Smith (Seal)

The State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the Peace in and for said County George W. Smith and Mary Jane his wife and acknowledged the above and
instrument to be their act and deed and desired that the same might be
recorded as such according to law. The said Mary Jane being by me examined
separate and apart from her said husband and the contents thereof being first
made known to her declared that she did voluntarily and of her own free
will seal and as her act deliver said instrument without any coercion or
compulsion on the part of her said husband. Given under my hand and seal
this twenty third day of March Anno Domini one thousand eight hundred
and thirty seven

Owen Vanvacter J.P. (Seal)

J. W. Hanna
Deed
F. W. Hubert

Received for record March 29th 1837 and recorded the
22nd of May 1837

This indenture made and entered into this 26th day of
November Anno Domini eight hundred and thirty six by and between Jno. H. Hanna
and Eliza D. his wife of the one part and F. Fletcher W. Hubert of the other part all of the
County of Madison and State of Mississippi witnesseth that the said Jno. H. Hanna
& Eliza D. his wife have for and in consideration of the sum of three hundred
dollars to them in hand paid by the said F. W. Hubert the receipt whereof is hereby
acknowledged and the said F. W. Hubert his heirs & forever release & discharge therefrom
bargained sold and delivered, and by these presents do bargain sell and deliver
unto the said F. W. Hubert his heirs & a certain lot or parcel of land lying and
being in Madison County and State of Mississippi (to wit) The East half of the South
East Quarter of Section no. twenty one of Township no. in Range one two east
Containing Eighty acres more or less to have and to hold the said lot or parcel of
land with all the appurtenances thereunto belonging or in any wise appertaining
unto the said F. W. Hubert his heirs & assigns & forever and the said Jno. H.
Hanna and Eliza D. his wife do covenant and agree to and with the said F. W.
Hubert his heirs & assigns & to warrant and defend the title of the said lot or parcel
of land from themselves their heirs and assigns and from the lawful claim or claims
of all persons whatsoever unto the said Fletcher W. Hubert his heirs & assigns & forever

Jno. H. Hanna (Seal)
Eliza D. Hanna (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the
of said County the above named John H. Hanna and Eliza D. Hanna and acknowledged
the above written indenture to be their act and deed and desired
that the same might be recorded as such according to law. The said Eliza D.
being by me duly examined separate and apart from her said husband ~~acknowledged~~
and the contents thereof being first made known to her ~~declared~~ ~~that~~ she did
voluntarily and of her own free will and accord seal and as her act and deed
deliver the said indenture without any coercion or compulsion of her said
husband. In testimony whereof I have hereunto set my hand and seal this
25th day of November A.D. 1836

Owen Vanvacter J.P. (Seal)

Montfort Jones
Deed
Henry Hamblin

Received for record and recorded on the 23rd day of May 1837

Whereas Henry Hamblin and Montfort Jones are joint owners of and interested in several different tracts or parcels of land altogether containing about sixteen hundred and seventeen 50/100 acres and herein after more particularly described and whereas also the said Hamblin and Jones have mutually agreed to make a division or partition of the said several tracts or parcels of land according to quality location &c now therefore this indenture made this the twenty third day of May in the year of our Lord ~~one thousand~~ eighteen hundred and thirty seven between the said Montfort Jones of the county of Madison and State of Mississippi of the first part and the said Henry Hamblin of the same county and State of the second part witnesseth that the said Montfort Jones for and in consideration of the said Hamblins entire interest (viz one undivided half or moiety) in the following tracts or parcels of land situate lying and being in the counties of Carroll and Choctaw in the State of Mississippi aforesaid and designated and known as the west half of the south east quarter of section two and the west half of the north west quarter of section twenty eight in township nineteen of Range two east and the east half of north west quarter of section nineteen and west half of south west quarter and north east quarter of south west quarter of section seven in township nineteen of Range five east and the east half of south east quarter of section one and east half of north west quarter of section twelve in township nineteen of Range six east and the north west quarter of section thirty three and the west half of the north east quarter and east half of north west quarter of section twenty seven in township nineteen of Range seven east Altogether containing eight hundred and twenty nine 29/100 acres more or less and being part and parcel of the said several tracts or parcels of land first above mentioned hath bargained given and granted in exchange and by these presents doth convey give and grant in exchange unto the said Henry Hamblin his heirs and assigns his said Jones entire interest (viz one undivided half or moiety) in the following tracts or parcels of land situate lying and being in the county of Madison and Carroll and State of Mississippi and designated and known as the fractional lot three of south half of lot four of section thirty in township eleven of Range five east in the county of Madison aforesaid and the west half of north west quarter of section twelve and the east half of north east quarter and the north east quarter of south east quarter of section three in township nineteen of Range three East and the south west quarter of north east quarter and the west half of south East quarter and east half of south west quarter of section nine in township nineteen of Range six east and the west half of section thirteen in township eighteen of Range five east in the county of Carroll aforesaid Altogether containing seven hundred eighty eight 78/100 acres more or less and being the other part or parcels of the said several tracts or parcels of land first above mentioned to have hold and enjoy the said several tracts or parcels of land last above described and each part and parcel thereof together with all and singular the rights privileges and appurtenances to such and all belonging or in any wise appertaining unto him the said Henry Hamblin his heirs and assigns forever in severalty as his own part share or dividend of all and singular the said several tracts or parcels of land first above referred to and the said Montfort Jones for himself his heirs his said interest in and undivided half or moiety of the said several tracts or parcels of land last above described or mentioned and each part and parcel thereof and all and singular the rights privileges and appurtenances aforesaid to the said Henry Hamblin his heirs and assigns free from the claim or claims of him the

said Montfort Jones his heirs and assigns and every person or persons whatsoever shall or may claim or demand by these presents. In witness whereof the said Montfort Jones hath hereunto set his hand and affixed his seal this the day and year above written

Montfort Jones (Seal)

The State of Mississippi
Madison County } Personally appeared before me Samuel D Livingston Clerk of the Circuit Court ~~of said~~ in and for said County Montfort Jones and acknowledged the signing sealing and delivering of the foregoing deed to be his act and deed

Given under my hand and seal of said Court at Canton this twenty third day of May in the year of our Lord one Thousand Eight hundred and thirty Six

L S

S D Livingston Clk

R S Hunter Deed
W S Walker

Received for record the 20th of April 1837 and recorded May 24th 1837

State of Mississippi Madison County

Know all men by these presents that I Reddick S Hunter of the County and State aforesaid have this day for and in consideration of the sum one thousand two hundred dollars to me in hand paid the receipt the receipt whereof is hereby acknowledged and by these presents do sell and deliver unto William S Walker of the County and State aforesaid all my right title claim and interest in and to lot number one hundred and fifty in the Town of Madisonville in the County and State aforesaid the title of said lot I bind my self my heirs and assigns to warrant and defend unto the said William S Walker his heirs and assigns forever witness my hand and seal this eighteenth day of June eighteen hundred and thirty six

R. S. Hunter (Seal)

Acknowledged by Reddick S Hunter before me a Justice of the Peace for Madison County this 20th day of June 1836 Given under my hand and seal this 20th June A D 1836

Owen Vanvacter J P (Seal)

State of Mississippi
Madison County ss. } Received for record April 20th 1837 and recorded May 24th 1837

Williams & Walker
R S Hunter

Know all men by these presents that we Benj Williams and Robert S Walker of the County and State aforesaid have this day for and in consideration of the sum of Four hundred and fifty dollars to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto Reddick S Hunter of the County and State aforesaid all our right title claim and interest in and to lot number one hundred and fifty (being part of lot No 174) fronting on Main Street fifty five feet and running back one hundred and twenty five feet more or less in in the Town of Madisonville in the County and State aforesaid to have and to hold the same to his proper use the title of said lot we bind ourselves our heirs and assigns to warrant and defend unto the said Reddick S Hunter his heirs and assigns forever witness our hands and seals this 15th day of April 1836

Benj Williams (Seal)
Robert S Walker (Seal)

Acknowledged by Benj Williams and Robt S Walker before me a Justice of the Peace for Madison County this 15th day of April 1836

Charles Moore J P

Cor Newman
Deed
John A Hackett

Received for record the 22nd day of April 1839 and
Recorded May 24th. 1839

This indenture made and entered into this twenty sixth day of January in the year of our Lord one thousand eight hundred and thirty seven between Cornelius Newman and Susan Newman his wife of the one part and John A Hackett of the other part all of Madison County State of Mississippi Witnesseth that said Newman and his wife for and in consideration of the sum of nine thousand dollars by said Hackett to said Newman paid before the sealing and delivery of these presents the receipt of which is hereby acknowledged have bargained and sold and do by these presents bargain sell alien enfeoff confirm & convey unto said John A Hackett and his heirs the following lands lying and being in said County adjoining and near the Town of Madisonville to wit the west half of the north west quarter of Section Number twenty three (23) and all of the north East fourth of Section Number Twenty two (22) not intended in the plan of the Town of Madisonville. Situated in Township No 8 Range No 3 East in the district west of Pearl River 237 p. acres left 40 p acres it being the intention of this deed to convey all the land conveyed by Jno. Gooch & Martha his wife to said Newman by deed dated 29th September 1835 except two lots and some fractions heretofore sold to Bowen one lot sold to Davis and two others sold to Mr Moore to have and to hold said land to said Hackett his heirs and assigns firm in fee simple the said Susan Newman wife of said Cornelius hereby release to said Hackett his heirs and assigns all her right title claim and interest of Dower of in and to said lands freely and of her own will and accord and said Newman for himself his heirs executors and administrators hereby covenants and agrees to and with said John A Hackett his heirs and assigns that said Newman and his heirs will forever warrant and defend said lands to said Hackett his heirs & assigns against the lawful claims and demands of all persons whatsoever
In witness of which the said Cornelius Newman and Newman his wife hereto set their hands and seals by way of the stamp for their seals this day first written

Cornelius Newman (Seal)
Susan her + mark Newman (Seal)

The State of Mississippi }
Madison County } personally appeared before the undersigned Justice of the Peace for said County the above named Cornelius Newman and Susan his wife and acknowledged the above written instrument to be their act and deed and desired that the same might be recorded as such according to law the said Susan being by me examined seperate and apart from her said husband and the contents thereof being first made known to her declared that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the said instrument without any coercion or compulsion of her said husband
In testimony whereof I have hereunto set my hand and seal this 30th January Anno Domini 1839

Owen VanVacter J.P. (Seal)

J P Marshall
Deed in T.
Upr J Walker

Received for record April 22 - 1837 and recorded May the 25th. 1837

This indenture Made & this 22d day of April 1837 between John P Marshall of the first part William J. Walker and Collin Pearce of the third part witnesseth whereas the said Pearce has endorsed a note for the benefit of said Marshall Made payable to J. M. Jones or by him holden as his property for the sum of two thousand and fifty three dollars due on or about the time of the 1st of January last on which endorsement said Pearce has been sued in the Circuit Court of Madison County and said Marshall being willing to secure said Pearce and save him harmless from said endorsement and and from said suit thereon now therefore for and in consideration of the premises and for the further consideration of five dollars to him in hand paid to him said Marshall by the said Walker Trustee the receipt whereof being hereby acknowledged he the said Marshall hath bargained and sold and by these presents doth bargain and sell unto him the said Walker two Slaves to wit George and Amy to have and to hold the same together with the increase of the said Amy to him the said Walker his heirs & forever but upon this special trust and confidence nevertheless that said Marshall is to retain possession of said Slaves until Judgement shall be obtained against said Pearce on account of said endorsement then the said Trustee on the request of said Pearce is to advertise and sell the said Slaves at auction to the highest bidder for cash after giving thirty days notice of the time and place of sale and out of the proceeds thereof pay first the expenses of this trust and then said 2053 dollars or so much as Judgement may be had for against P. Pearce interest and costs and the residue pay over to him the said Marshall. Memorandum it being not now recollected by the parties to this deed whether said Pearce name is on said Note as endorser or as one of the drawers thereof it is therefore understood and agreed that in either case whether he be one of the drawers or an endorser of said note this conveyance is to secure him and save him harmless in either case. In testimony whereof the parties aforesaid have hereunto set their hands and seals the day and year first written

John P Marshall (Ls)
W J Walker (Ls)
Collin Pearce (Ls)

The State of Mississippi
Madison County

personally appeared before the undersigned Justice of the Peace in and for said county the above named John P. Marshall W J Walker and Collin Pearce and acknowledged the above written instrument to be their act and deed and desired that the same might be recorded as such according to law Given Under My hand and seal this 22d April 1837

Owen VanVacter J P (Ls)

D Hardiman
Deed
L M Garrett

Received for record the 24th day of April 1837 and recorded the 25th day of May 1837

This indenture Made the Seventeenth day of November A D. One thousand eight hundred and thirty six between D. Hardiman and Sarah A his wife of the one part and Lewis M Garrett of the County of Madison and State aforesaid of the other part witnesseth that whereas the said parties of the first part did on the 20th day of January A D eighteen hundred and thirty four agree to

and with the said Lewis M Garrett to execute to him a title in fee simple to the following described tracts of land viz the east half of the South West Quarter of Section twenty the South east Quarter of Section Twenty the west half of the South west Quarter of Section Twenty one the east half of the north east the east half of the North east Quarter of of Section Twenty nine the east half of the north west Quarter of Section twenty nine the north east Quarter of Section twenty the east half of the South east Quarter of Section Seventeen the east half of the north west Quarter of Section Twenty the west half of the north west Quarter of Section twenty the west half of the north east Quarter of Section Twenty nine all of which lands are in Township Eight Range one west Choctaw land district in the State of Mississippi reserving ten acres to be laid off in a square form in the South west corner of the east half of the north west Quarter of Section Twenty nine aforesaid containing in all nine hundred and forty eight 74 poracres upon condition that the said Garrett stipulated pay unto the said parties of the first part one hundred dollars in cash down Six thousand five hundred and fifteen dollars 62½ cents on or before the 20th day of January AD Eighteen hundred and thirty and the sum of Six thousand five hundred and fifteen dollars 62½ cents on or before the twenty eth day of January AD Eighteen hundred and thirty six Now the said parties do hereby acknowledge that they have received from said Garrett the said several sums of money aforesaid mentioned in full payment for the lands aforesaid in consideration thereof and also to fulfil the bond or agreement for title which the parties of the first gave to said Garrett touching the land aforesaid the said parties of the first have granted bargained sold and confirmed and sold and by these presents do grant bargain sell alien enfeoff and convey unto the said Garrett the said several tracts or parcels of land above specified with the appurtenances thereunto belonging or in any wise appertaining to have and to hold unto the said Garrett his heirs and assigns forever and the said parties of the first part for themselves heirs and assigns unto the said Garrett the said title to said lands do and will forever warrant and defend against the claims of all persons whatsoever

In testimony whereof the parties of the first part have affixed their hand and seals hereunto on the day and year above written

D Hardeman (Seal)
Sarah A Hardeman (Seal)

The State of Mississippi
Madison County ss. } Personally appeared before me Thomas Shackelford Probate Judge in and for said County D Hardeman and Sarah A his wife whose names are subscribed to the foregoing deed and the said D Hardeman acknowledged that he signed sealed and delivered the same as his act and deed on the day and year therein mentioned and the said Sarah A being examined by me seperate and apart from her husband acknowledged that she signed sealed and delivered the within and foregoing deed as her act and deed for the purposes therein mentioned on the day and year therein written freely without any fear threats or compulsion from her husband

In testimony whereof I have hereunto affixed my hand and seal on the 14th day of April 1839

Thos Shackelford (Seal)
Probate Judge

J. L. Thompson
Deed
D. W. Haley

Received for record the 24th day of April A.D. 1837 and recorded May 25th, 1837

This indenture Made and entered into this twelfth day of April A.D. 1837 between James Thompson and Jane his wife of the County of Madison and State aforesaid of the first part and David W. Haley of the County and State aforesaid of the second part witnesseth that with party of the first part for the sum of two hundred dollars to us in hand paid the receipt of which is hereby acknowledged have bargained and by these presents do bargain sell confirm and convey unto the party of the second part his heirs executors and administrators the undivided half of a certain tract or parcel of land being lot No 2 of Section No 20. Township No 10. of Range No 1 east containing eighty five acres and 25/100 which tract of land was entered Jointly by the parties at Mount Salus Miss on the third day of December in the year of our lord 1833 to have and to hold said tract or parcel of land by them with all the emoluments hereditaments and appurtenances thereunto appertaining to the said party of the second part his heirs executors and administrators forever in fee simple and said party of the first part for themselves their heirs executors and administrators & assigns that the said party of the first part hath full power and authority to make this conveyance and that the said party of the first part binds themselves their heirs executors administrators and assigns to warrant and defend the title of said tract or parcel both in law and equity

In testimony whereof the said parties of the first part hath hereto set their hands and seals the date first above written

J. L. Thompson (Seal)
J. J. Thompson (Seal)

State of Mississippi }
personally appeared before me Wm S Bodley Circuit Judge of said State the above named James J Thompson and J. Jane Thompson his wife who severally acknowledged that they signed sealed and delivered the above instrument of writing as their act and deed on the day and for the purposes therein mentioned and the said J. Jane being by me duly examined privately examined seperate and apart from her husband voluntarily acknowledge that she did so freely without any fear threats or compulsion of her said husband witness my hand and seal as Judge aforesaid this 9th day of April A.D. 1837

Wm S. Bodley (Seal)
Circuit Judge 1st Judicial district.

O Claiborne
Deed
H McNeil

Received for record the 28th day of April A.D. 1837 and recorded May the 25th. 1837

State of Mississippi Warren County }
Know all men by these presents that we Osman Claiborne and Mary his wife for and in consideration of the sum of Five thousand dollars to us in hand paid have this day sold to Hector McNeil of the State aforesaid and by these presents do bargain sell and deliver unto the said McNeill the following land, namely the W½ of NW¼ of Section nineteen and lot No 478 being the Eleven North end of the West W½ of SW¼ of Section No 22 Township No 8 of Range 3 East which last mentioned lot contains Nine acres more or less and is inclosed in the Yard immediately in front of the late residence of the said Claiborne and North of Market Street or the Robinson road,

bounded by the road on the South and included in the incorporation of the Town of Madisonville as is also the first mentioned W½ N W¼ Section No 22 which two mentioned lots Contains Eighty Nine acres more or less, and the E½ N E¼ Section No 28 Township No 8 of Range 3 East Containing Eighty nine acres more or less the title to said property with all and singular the appertinances and improvements thereunto belonging we bind our selves our heirs administrators and assigns to warrant and to the said M. Hall his heirs and assigns forever Witness our hands and seals this fifth day of January 1837.

The State of Mississippi
Warren County S.S.
Clerk of the Probate Court

Osman Claiborne (Seal)
Mary Claiborne (Seal)

Personally appeared before me Elbridge G Walker Clerk of the Probate Court of said County the within named Osman Claiborne and Mary Claiborne his wife who acknowledged that they signed sealed and delivered the within instrument of writing on the day of the date thereof as their act and deed for the purpose therein contained, and the said Mary wife as aforesaid being by me examined seperate and apart from her said husband acknowledged that she signed the same as stated without any fear threats or compulsion of her said husband.

Given under my hand and seal of Office this 5th day of January 1837.

E. G. Walker clerk

Jno S Gooch
Deed
R. S. Hunter

Received for record the 29th April 1837. and recorded 25. May 1837.

State of Mississippi Madison County

Know all men by these presents, that we Jno S Gooch and Martha his wife of the County and State aforesaid have this day for and in consideration of the sum of three hundred Dollars to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto R S Hunter of the County and State aforesaid all our right, title, claim and interest in and to lots no 185 & 186 in the Town of Madisonville in the County and State aforesaid – the title of said lots we bind ourselves our heirs and assigns, to warrant and defend unto the said R S Hunter his heirs and assigns forever. Witness our hands and seals this twentieth day of June Eighteen hundred & thirty six. Acknowledged by Jno S Gooch before me a justice of the Peace for Madison County this 20th day of June 1836 Witness my hand and seal this 20th day of June 1836

Jno S Gooch (Seal)
Martha Gooch (Seal)

Owen Sanderlin J. P. (Seal)

State of Mississippi
Madison County

This may certify unto all whom it may concern that Martha Gooch the wife of the within name Jno S Gooch died on the 8th day of July in the year Eighteen Hundred and thirty six personally appeared before the undersigned a justice of the Peace for said County and upon being privately and seperately examined by me apart from her said husband did declare that she does freely voluntarily and without any fear or concession whatever renounce release and forever relinquish unto the within named R S Hunter all her interest and estate and also all her right and claim of

dower of and in or to the within described premises.

Given under my hand and seal the day and year above written

Charles Moon J. P. (Seal)

John P Marshall
Deed in trust
H M Walker

Receiving for record May 1st 1837. and recorded a May 25. 1837

This indenture Made this twenty second day of April in the year of our Lord Eighteen hundred and thirty Seven between John P. Marshall & Martha his wife of Madison County in the State of Mississippi of the One part and H. M. Walker trustee for the uses and purposes hereinafter named of the County and State aforesaid of the other part witnesseth that whereas the said John P. Marshall heretofore to wit On the twenty third day of April Eighteen hundred and thirty six drew a certain bill of exchange requiring a certain Martin Pleasants & of the city of New Orleans to pay to the order of one John G. Boteler two hundred and fifty two dollars after the date of the same one thousand six hundred dollars for value received and the said John G. Boteler and One Armstead Branch for the accommodation and benefit of the said John P. Marshall endorsed the said bill of exchange and the same so drawn & endorsed was delivered to One Collin Pearce and Levi Pearce by whom the same was presented to the said Martin Pleasants & for acceptance and was duly protested for non acceptance as it is said whereby the said John G. Boteler and Armstead Branch have become liable to pay the said sum of money in the said bill of exchange specified and whereas the said John P. Marshall is desirous to protect and indemnify the said endorsers from all loss or damage that may arise from said liability now this indenture Witnesseth that the said John P. Marshall & Martha his wife for and in consideration of the premises and of the further sum of five dollars current money to them in hand paid before the execution of these presents the receipt whereof is hereby acknowledged have granted bargained sold assigned transferred and conveyed and by these presents do grant bargain sell assign transfer and convey unto the said H. M. Walker for the uses and purposes herein after named all those tracts or parcels of land lying and being in the County aforesaid conveyed to the said John P. Marshall by two several deeds one made and executed by Collin Pearce & Elizabeth his wife on the Nineteenth day of May Eighteen hundred and thirty six and the other made and executed on the twenty fifth day of June in the year last aforesaid by C. L. Pearce and Elizabeth and both recorded among the records of the Probate Court of Madison County aforesaid as by reference thereto will fully appear To have and to hold the said land and premises with the appurtenances unto the H. M. Walker in trust for the uses intents and purposes following and for no other use intent or purpose whatsoever that is to say in trust that whenever in due course of law Judgement shall be rendered against the aforesaid ~~John~~ & Boteler & Branch thereon and the property of the said Boteler and Branch shall be taken in execution to satisfy any liabilities on said bill of exchange on which said execution no security can be taken as by law prescribed nor forth coming bond be given therein and in that case the aforesaid Trustee shall forthwith proceed to advertise the lands and premises herein before to him conveyed with the appurtenances for sale by giving at least twenty four days public notice by advertisements set up on the premises and in the town of Madisonville and in the Town of Canton in the County aforesaid having previously given such notice the said trustee shall then expose to public sale to the highest bidder at the town of Madisonville aforesaid the aforesaid lands and premises with the appurtenances for cash

having received the proceeds of the said Sale in Cash the said trustee shall forth with pay over to the said John I Boteler and Armsted Branch either the entire proceeds of the said Sale or so much thereof as is sufficient to satisfy and discharge the writs of execution against them as aforesaid and the residue if any the said trustee shall pay over and refund to the said John P Marshall his heirs executors or administrators And in Case the said H M Walker trustee as aforesaid shall die. refuse or otherwise be in Capacitated to act in the premises it is hereby stipulated and agreed by the said John P Marshall & Martha his wife that the said John I Boteler and Armstead Branch shall and may constitute and appoint such other person as they may deem fit to carry into full force and effect the trusts and agreements herein before mentioned and the said trustee or the person that may hereafter be appointed to execute the trusts herein conferred shall upon the payment of the purchase money aforesaid and the application thereof to the uses and purposes aforesaid and not before have full power and authority to execute a deed or deeds to the purchaser or purchasers his her or their heirs and assigns in as full and ample a manner as the said John P Marshall & Martha his wife could do by their own act conveying the said lands and premises or any part thereof In testimony whereof the said John P Marshall and Martha his wife have hereunto set their hands and seals on the day and year first herein above mentioned

Signed Sealed and delivered
in presence of Owen Vanacter.

John P Marshall (Seal)
Marthall Marshall (Seal)

State of Mississippi } personally appeared before me Owen Vanacter
Madison County Set } Esquire a Justice of the Peace of the County aforesaid the within named John P Marshall and Martha his wife who severally acknowledged that they signed sealed and delivered the within instrument of writing on the day and year first therein mentioned as their act and deed for the uses intents and purposes therein set forth And I hereby certify that the said Martha wife of the said John P Marshall being by me privately examined apart from her said husband previously that she signed sealed and delivered the said instrument of writing as her voluntary act and deed freely without any fear threats or compulsion of her said husband

Given under my hand and seal this twenty second day of April Anno Domini 1839.

Owen Vanacter J P (Seal)

Alfred Elliott
Deed
Hector McNeil

Received for record the 1st day and recorded the 26 day of May 1839 State of Mississippi Madison County

Know all men by these presents that I Alfred Elliott of the County and State aforesaid have this day for and in consideration of the sum of one thousand dollars to him in hand paid the receipt whereof is hereby acknowledged Granted bargained Sold and delivered and by these presents do grant bargain sell and deliver unto H McNeil the following lands namely Lot 176 in the town of Madisonville containing Eight and three Quarter of an acre the title of said lot I bind my self heirs administrators and assigns to warrant and defend to the said H McNeil his heirs and assigns forever witness my hand and seal this 29th day of April 1839

Alfred Elliott (Seal)

The State of Mississippi personally appeared before Mr Thomas Shackelford
Madison County } Probate Judge in and for said County
Alfred Elliott whose name is subscribed to the above and foregoing deed who
acknowledged that he signed sealed and delivered the same as his act
and deed for the purposes therein mentioned on the day above written
Given under my hand and seal this 29th day of April 1837

Thos. Shackelford (Seal)
Probate Judge

J S Gooch
Deed
A L White

Received for record April 26th 1837 and recorded May 26th 1837

Know all Men by these presents that we John S. Gooch and Martha his wife of the County and State aforesaid have this day for and in consideration of the sum of two thousand dollars to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto Allston L White of the County and State aforesaid all our right title claim and interest in and to Lots no 337. 338 339. 340 & 341 On Gooch Street in the town of Madisonville in the County and State aforesaid the title of said Lot we bind ourselves our heirs and assigns to warrant and defend unto the said Allston L White his heirs and assigns forever —
Witness our hands and seals this 18th day of March Eighteen hundred and thirty Seven

Jno. S Gooch (Seal)
Martha Gooch (Seal)

Acknowledged by John S Gooch before me a Justice of the Peace for said County Madison County this 18th day of March 1837
Witness My hand and seal the day and year above written

Owen Vanvacter J.P. (Seal)

State of Mississippi } This may certify unto all whom it may concern that
Madison County } Martha Gooch the wife of the within named John S Gooch did on this the 18th day of March in the year Eighteen hundred and thirty Seven personally appear before the undersigned a Justice of the Peace for the said County and upon being privately and separately examined by me apart from her said husband did declare that she does freely voluntarily and without any fear or compulsion whatever renounce release and forever relinquish unto the within named Allston L White all her interest and estate and also all her right and claim of Dower of and in or to the within described premises
Given under My hand and seal the day and year above written

Owen Vanvacter J.P. (Seal)

John S Wyatt
Deed
A J Hardy et al

Received for record May 17th and recorded May 26th 1837

This indenture made and entered into this 13th day of May 1837 between John S. Wyatt of the first part and William H Stigger, Andrew J Hardy and Etherton W Wilson of the second part all of the County of Madison Witnesseth that for and in consideration of the sum of Sixteen hundred dollars in hand paid by the parties of the second part to him the said Wyatt the receipt whereof being hereby acknowledged he the said John S. Wyatt hath granted bargained and sold and by these presents doth grant bargain sell alien and confirm to them the parties of the second part a certain lot of lying and being in the town of Madisonville Madison County Mississippi known as lot one hundred and sixty four on Hickory Street on which there is now a new house nearly finished to have and to hold the same to them the parties of the second part and their heirs forever together with its

appurtenances thereunto in any manner appertaining and the said Wyatt for and in consideration of the premises aforesaid doth hereby covenant for himself his heirs &c to forever warrant and defend to the parties of the second part their heirs Executors Administrators and assigns a good and sufficient title in fee simple to the said lot and appurtenances free from the claims of all persons whomsoever
In testimony whereof he hath hereunto set his hand and seal the day and year aforesaid

John S. Wyatt (Seal)

State of Mississippi }
Madison County to wit } Personally appeared before me Charles Moore a Justice of the Peace in and for the County aforesaid the above named John S. Wyatt who acknowledged that he had signed sealed and delivered the foregoing Conveyance as his act and deed on the day of the date thereof and desired that the same may be certified in order that the same may be recorded and which is accordingly done
Given under My hand and seal this 13th. day of May 1837

Charles Moore J.P. (Seal)

A. C. Dickerson
Deed in trust
U. B. Oglesby

Received for record April 1st. 1837 and recorded May the 26th. 1837

This indenture Made &c this 23. day of March 1837 between Archer C Dickerson of the first part Urbane B Oglesby of the second part. and George W. Smith of the third part Witnesseth Whereas the said Dickerson is justly indebted to the said Smith in the sum of six thousand three hundred dollars as will appear by two Notes of his bearing even date with this deed one of them due on the first day of March 1837 and the other on the first day of March 1840 both for the sum of 3150. dollars each making together the said sum of six thousand three hundred dollars and said Dickerson being willing to secure the punctual Payment of the same Now therefore for and in consideration of the premises and for the further consideration of five dollars in hand paid to said Dickerson the receipt thereof being hereby acknowledged he the said party of the first part hath bargained and sold and by these presents doth bargain sell alien and confirm to him the said Oglesby the following lots of land lying in the town of Madisonville Madison County Mississippi to wit lots No 115. and 116 bounded West by Lafayette Street 125 feet on the north by Lafore Street 250 feet on the east by Tecumseh Street 125 feet and on the south by a block of lots designated in the plat of said Town as No. 147. 148. 149 150 and 169. also a lot or parcel of ground on the west end of lot No 116 beginning at the south west Corner of said lot No 116 then running with Main Street east twenty two feet and thence at a right angle with Main Street fifty feet fronting with Main Street an oblong square 22 by 50 feet to have and to hold the said lots of Ground together with all and singular of the appurtenances thereunto appertaining to him the said Oglesby and his heirs forever but upon this special trust and confidence Nevertheless that the said Dickerson is to remain in Quiet Possession of the same until default be made in the Payment of one of said Notes and then in that case after the first note shall have been due six month the said trustee is to sell the said lots and premises at auction for Cash to the highest bidder after day advertising the time and place of Sale for the space of twenty days and out of the Proceeds thereof Pay first the expenses of this trust

and then the Money interest & due on said note and then in case the second note should not be paid when due the trustee is to sell the said lots in the same manner as before mentioned after the lapse of six months time from the maturity of the note and from the Proceeds thereof pay the money due on the said two notes with interest and the balance pay over to him said Dickerson In testimony whereof the parties aforesaid have hereunto set their hands and seals the date first written

Archer C Dickerson (Seal)
Urbane B Oldsby (Seal)
G W Smith (Seal)

State of Mississippi }
Madison County ss } personally appeared before the undersigned Justice of the Peace in and for said County Archer C Dickerson and George W Smith and acknowledged the within instrument to be their act and deed and desired that the same might be recorded as such according to law Given under my hand and seal this 23rd day of March 1837

Owen Vanvacter J P (Seal)

J S Gooch
Deed
W Wade

Received for record April 3rd 1837 and recorded May 27 1837

State of Mississippi Madison County

Know all men by these presents that we John S Gooch and Martha his wife of the County and State aforesaid have this day for and in consideration of the sum of thirty three hundred & fifty dollars to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto William Wade of the County and State aforesaid all our right title claim and interest in and to lot No 401 containing 37 1/100 acres in the town of Madisonville in the County and State aforesaid the title of said lot we bind ourselves our heirs and assigns to warrant and defend unto the said William Wade his heirs and assigns forever Witness our hands and seals this 27th day of December eighteen hundred and thirty Six

Jno S Gooch (Seal)
Martha Gooch (Seal)

Acknowledged by John S Gooch before me a Justice of the Peace for Madison County this 27th day of December 1836

Will D Hart J P (Seal)

State of Mississippi }
Madison County } This may certify unto all whom it may concern that Martha Gooch the wife of the within named John S Gooch did on this the 27th day of December in the year Eighteen hundred and thirty Six personally appear before the undersigned a Justice of the Peace for the said County and upon being privately and separately examined by me apart from her said husband did declare that she does freely & voluntarily and without any fear or compulsion whatever renounce release and forever relinquish unto the within named William Wade all her interest and estate and also all her right and claim of Dower of and in or to the within described premises Given under my hand and seal the day and year above written

Will D Hart J P (Seal)

Thomas Hudnall
Power atto
Wm M Royce

Received and recorded May 27th 1837

Know all men by these presents that I Thomas Hudnall of Madison County and State of Mississippi do hereby constitute appoint and in my stead put William M Royce as my true and lawful attorney in fact to do and perform any and everything in and about my business to use my name in any and every manner as may seem best to my business and in the discretion of my attorney every act done performed bestowed the using my name in any and every manner in and about my business is hereby and shall be ratified by me and be the same as if I had done my self in person In testimony whereof I have hereunto set my hand and affixed my seal this first day of May Eighteen hundred and thirty seven

Signed Sealed and delivered
in presence of John G Ott.

Thomas Hudnall (Seal)

The State of Mississippi
Madison County

Personally appeared before me Tooker S Salmon a Justice of the Peace in and for said County John G Ott the subscribing witness to the foregoing Power of attorney who upon his oath says that he was present and saw Thomas Hudnall sign seal and deliver the foregoing letter of attorney as his act and deed for the purposes therein contained

John G Ott.

Sworn to and subscribed before me this 27th day of May AD 1837
Tooker S Salmon J.P. (Seal)

John S Gooch
Deed
Charles W Clifton

Received for record April 3rd 1837 and recorded May 29th 1837
State of Mississippi Madison County

Know all men by these presents that we John S Gooch and Martha his wife of the County and State aforesaid have this day for and in consideration of the sum of four hundred dollars to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto Charles W Clifton of the County and State aforesaid all our right title claim and interest in and to lots No 271 & 272 in the town of Madisonville in the County and State aforesaid the title of said lot we bind ourselves our heirs and assigns to warrant and defend unto the said Charles W Clifton his heirs and assigns forever
witness our hands and seals this Eleventh day of January Eighteen hundred and thirty six

Jno S Gooch (Seal)
Martha Gooch (Seal)

Acknowledged by John S Gooch before me a Justice of the Peace for Madison County this Eleventh day of January 1836.

Charles Moore J.P. (Seal)

State of Mississippi } This may certify unto all whom it may concern that
Madison County } Martha Gooch the wife of the within named John S.
Gooch did on this the 11th day of January in the year Eighteen hundred
and thirty six personally appear before the undersigned a Justice of the Peace
for the said County and upon being privately and separately examined
by me apart from her said husband did declare that she does freely vol
untarily and without any fear or compulsion whatever renounce release aq
quit and relinquish unto the within named Charles W Clifton all her interest
and estate and also all her right and claim of Dower of and in or to the
within described premises
Given under My hand and seal the day and year above written

Charles Moore J.P. (Seal)

Thos. O. McDonald } Received for record the 14th of April 1837 and recorded
Deed } the 29th day of May 1837.
Jno. S. Gooch } State of Mississippi Madison County

Know all men by these presents that we Thos. O. McDonald and Mary H. his wife have this day for and in consideration of the sum of five hundred dollars to us in hand paid bargained sold and conveyed and by these presents do bargain sell and convey unto Jno. S. Gooch the following land namely which land was entered jointly in the name of Myself and Gooch I do hereby convey my interest to the land hereafter described namely lots No 2 & 3 in Section No 9 Township No 8 Range No 4 east and the N E ¼ of Section No 8 of Range No 4 East of Township No 8 containing in all four hundred and ten acres more or less the title of said land we bind ourselves administrators and assigns to warrant and defend to the said Jno S Gooch his heirs administrators and assigns forever
In witness whereof we have hereunto set our hands and seals this 28th day of March 1837

Thos O McDonald (Seal)
Mary H McDonald (Seal)

The State of Mississippi }
Madison County } This day personally appeared before me Thos O. McDonald who acknowledged that he signed sealed and delivered the within deed for the consideration mentioned at the same time I have examined Mary H. McDonald who acknowledged that she signed the within deed as her voluntary act and deed without fear threats or compulsion from her husband Given under My hand and seal this 4th of April 1837

Charles Moore J.P.

Thos O McDonald } Received for record April 4th and recorded May
Deed } the 29th 1837 Madisonville Dec 24th 1836
John S Gooch } State of Mississippi Madison County

Know all men by these presents that we T O McDonald and Mary H his wife for and in consideration of the sum of one hundred dollars have this day sold to John S Gooch lot No 186 in the Town of Madisonville in the title of said lot we bind our selves to warrant and defend to the said Jno S. Gooch his heirs and assigns forever Witness our hands and seals this day and date above written

Thos O McDonald (Seal)

Mary H McDonald (Seal)

The State of Mississippi } personally appeared before the undersigned
Madison County } Justice of the Peace of said County
Thomas O McDonald and acknowledged the above written instrument to be his act and deed and desired that the same might be recorded as such according to law Given Under My hand and seal this 18th March 1839

Owen Van Vacter J P. (Seal)

The State of Mississippi } I certify that I have examined Mary H
Madison County } McDonald wife of Thomas O McDonald seperate and apart from her husband who acknowledged who acknowledged that she signed the within deed as her voluntary act and deed without fear threats or compulsion from her husband Given Under my hand and seal this 1st of April 1839

Charles Moore (LS)

Jno S Gooch
Deed
Tho McDonald } Received for record the 19th day of April 1839 and Recorded May the 29th. 1839.
State of Mississippi Madison County

Know all men by these presents that we John S Gooch and Martha his wife have this day for and in consideration of one hundred dollars to them in hand paid have this day bargained sold and delivered and by these presents do bargain sell and deliver unto Thomas O. McDonald the following property namely lot no 19 and lot no 152 in Square no 2 in the town of Madisonville the titles of said lots we bind ourselves to warrant and defend to the said Thomas O McDonald his heirs and assigns forever In witness whereof we have hereunto set our hands and seals this the 18th day of March 1839.

John S. Gooch (Seal)
Martha Gooch (Seal)

State of Mississippi }
Madison County. } personally appeared before the undersigned Justice of the Peace in and for said County John S Gooch and Martha Gooch his wife and acknowledged the within written instrument to be their act and deed and desired that the same might be recorded as such according to law.. the said Martha being by me examined seperate and apart from her said husband and the contents thereof being first made known declared that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the said instrument without any coercion or compulsion on the part of her said husband Given Under My hand and seal this 22d March A D 1839.

Owen Van Vacter J P (Seal)

Jno S Gooch
Deed
Tho O McDonald } Received for record the 19th day of April 1839 and Recorded May the 29th. 1839.
State of Mississippi Madison County

Know all men by these presents that we Jno. S Gooch and Martha his wife have this day for and in consideration of the sum of five hundred dollars to us in hand paid the receipt whereof is hereby acknowledged bargained sold and delivered and by these presents do bargain sell and deliver unto Thomas O McDonald all our right title claim and interest in and to the following land namely which is a joint half cut with the said Thos O McDonald the land is situated as follows namely the S E qr of S E qr

of Section No 7 & R range No 4 east and the W ½ of ½ and W ½ S W ¼ of Section No 8 of Range No 4 east situated in the district of lands West of Pearl River subject to entry at Monticello the title to said land we bind ourselves our heirs administrators and assigns to warrant and defend to the said Thos O Medonald his heirs administrators and assigns forever Witness our hands and seals the 28th day March 1837

Jno S. Gooch (Seal)
Martha Gooch (Seal)

The State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace for said County John S Gooch and Martha Gooch his wife and acknowledged the within writing to be their act and deed and desired that the same might be recorded as such according to law the said Martha being by me examined seperate and apart from her said husband and the contents thereof being first made known to her declared that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the said writing without any coercion or compulsion of her said husband Given under my hand and seal this 28th March A D 1837

Owen Vance acting J.P. (Seal)

Jno S Gooch
Deed
John S Wyatt

Received for record April 18th 1839 and recorded May 28th 1839 and recorded

State of Mississippi Madison County

Know all men by these presents that we John S Gooch and Martha his wife of the County and State aforesaid have this day for and in consideration of the sum of three hundred dollars to us in hand the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto John S Wyatt of the County and State aforesaid all our right title claim and interest in and to lot No 68 in the town of Madisonville in the County and State aforesaid the title of said lot we bind ourselves our heirs and assigns to warrant and defend unto the said Jno S Wyatt his heirs and assigns forever Witness our hands and seals this 28th day of May 1836

Jno S Gooch (Seal)
Martha Gooch (Seal)

Acknowledged by Jno S Gooch before me a Justice of the Peace for Madison County this 28th day of May 1836. Charles Moore J.P. (Seal)

State of Mississippi } This May certify unto all whom it may concern
Madison County } that Martha Gooch the wife of the within named John S Gooch did on this the 28th day of May in the year eighteen hundred and thirty six personally appear before the undersigned a Justice of the Peace for the said County and upon being privately and seperately examined by me apart from her said husband did declare that she does freely voluntarily and without any fear or compulsion relation renounce release and forever relinquish unto the within named John S Wyatt all her interest and estate and also all her right and claim of Dower of and in or to the within described premises.
Given Under My hand and seal the day and year above written

Charles Moore J.P. (Seal)

F W & S R Hubert
Deed
John S Wyatt

Received for record April 18th 1837 and recorded May 30th 1837

Know all men by these presents that we F W Hubert and Mary A his wife and John R Hubert and Sarah A his wife of the State of Mississippi and County of Madison for and in consideration of Two hundred dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained sold and conveyed and by these presents do bargain sell and convey unto John S Wyatt of the State and County aforesaid all those lots or parcels of ground being situated and lying in the Town of Madison-ville known and designated as lots No. four hundred and twenty one and four hundred and twenty two beginning on Chilatoosa Street where said lot number four hundred and twenty one comes with lot number four hundred and twenty beginning along Chilatoosa Street South 30¾ East two hundred feet to a stake thence South sixty west one hundred and twelve feet to a stake thence north thirty and ¾ west two hundred feet to a stake thence north sixty East one hundred and twelve feet to the beginning which lots or parcels of land we do hereby warrant and forever defend unto the said John S Wyatt his heirs and assigns against all and being all or the claim or claims of ourselves our heirs executors and assigns and against all and every other person or persons whatsoever. In testimony whereof we have hereunto set our hands and affixed our seals this the 6th Feb A D 1837

F W Hubert (Seal)
Mary A Hubert (Seal)
John R. Hubert (Seal)
Sarah A Hubert (Seal)

The State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace of said County the within named F W Hubert and Mary A his wife and John R Hubert and Sarah A his wife who acknowledged the within written instrument to be their act and deed and desired that the same might be recorded as such accordingly to law the said Mary A. and Sarah A. being by me examined seperate and apart from their said husbands declared that they did voluntarily and of their own free will and accord seal and as their act and deed deliver the said instrument without any coercion or compulsion of their said Husbands Given under my hand and seal this 10th day of February 1837

Owen Vanvacter J.P. (Seal)

Cayce & Cox
Deed in Trust
S L Moore

Received for record March 21st 1837 and recorded May the 30th 1837

This indenture made and entered into this the third day of February one thousand eight hundred and thirty seven between M C Cayce and Eliza A his wife and R M Cox of the first part and William D Henry and William Monteney of the second part and Samuel L Moore of the third part all of Madison County and State of Mississippi witnesseth that whereas the said Cayce & Cox of the first part have this day purchased of the party of the third part a certain tract or parcel of land lying and being in the County of Madison and State of Mississippi and designated by the public Survey as the north half of the east half of the north east quarter of Section thirty also the north half of the west half of the north Exp

Quarter of Section twenty nine all in Township nine of Range three east containing eighty acres more or less seemed to be paid to the party of the third part as follows (to wit) five several notes of hand of eight hundred dollars each and endorsed by John G. Cameron his security and falling due on the first day of January 1838. 1839. 1840. 1841 & 1842 the said five notes making the sum of four thousand dollars and the said Cayce and Cox being willing further to secure the true and prompt payment of the said five notes to the party of the third part as the same fall due respectively agree to convey to the party of the second part the aforesaid tract of land in trust for the purposes aforesaid now in consideration of the premises and also of the sum of five dollars to the party of the first part in hand paid by the party of the second part the receipt of which is hereby acknowledged the party of the first part have this day given bargained sold and conveyed and do by these presents give bargain sell and convey to the party of the second part their heirs &c. the aforesaid tract of land to have and to hold the same for the only proper use benefit and behoof of the second part their heirs &c forever in trust nevertheless that is to say if the party of the first part shall well and truly pay and satisfy the said party of the third part the full amount of the aforesaid five several notes of eight hundred dollars each as they respectively fall due then this deed shall be null and void and it is hereby covenanted and agreed that the party of the first part shall remain in the possession use and enjoyment of the aforesaid lands ~~until~~ default be made in the premises but if any one of the said notes shall remain unpaid after they fall due then as soon thereafter as the party of the third part his heirs executors &c may direct and require it shall and may be lawful for the party of the second or either of them or the survivor of either of them to take possession of the said land with its appurtenances and after giving thirty days notice in some newspaper published in Madison County or by written advertisements at three of the most public places in said County expose said land to ~~sale~~ public sale in the Town of Canton to the highest bidder for cash or so much thereof as shall be sufficient to satisfy the amount then due on either one or more of said notes together with all the reasonable costs and charges of making said sale and so on from time to time as the said notes shall respectively fall due until the whole be paid off and it is also agreed by the party of the first part that if all or any of the aforesaid lands should be sold by the party of the second part agreeable to the provisions of this deed they bind themselves their heirs administrators &c to warrant defend and secure the title of the land thus sold to the purchaser or purchasers their heirs administrators &c forever and for the faithful performance of which agreement the said party of the first part bind themselves their heirs executors &c that any deed or deeds made by the party of the second part or either of them to any purchaser or purchasers of land sold as aforesaid shall be as good and valid to convey and pass a title to said land as though it had been done by the party of the first part themselves and it is also agreed that after the said sums of money herein specified shall have been paid off and discharged agreeable to the provisions of this deed that the party of the second part shall fully release all of said C and if any remaining unsold to the party of the first part from the obligation of this deed and also pay over to them any sum or sums of money remaining in their hands from any sale or sales made under the provisions of this deed after paying the amount due on said notes

In testimony whereof the parties aforesaid have hereunto set their hands and affixed their seals on the day and date above written

M C Cayce (Seal)
Eliza A Cayce (Seal)
Wm Montgomery (Seal)
W D Henry (Seal)
J J Moore (Seal)

The State of Mississippi
Madison County. } personally appeared before me Samuel D Livingston Clerk of the circuit court in and for said County Matthew C Cayce and Eliza A. and Ramsey M Cox and acknowledged the signing sealing and delivering of the foregoing deed of trust as their and each of their act and deed the said Eliza A Cayce being examined seperate and apart from her husband Matthew C Cayce acknowledged that she signed sealed and delivered freely without the fear threats or coercion of her said husband.

Given Under My hand and seal of said Court this 16th day of February 1837

L S.

S D Livingston clk

The State of Mississippi
Madison County } personally appeared before me William Riley Clerk of the Probate Court of said County William D Henry whose name appears as trustee to the annexed and foregoing instrument and acknowledged that he signed sealed and delivered the foregoing same as his voluntary act and deed for the uses and purposes therein contained

Given Under My hand and seal of Office on the 30th day of May A D 1837

William Riley Clerk

L S

W L Balfour
Dec'd
Jno Read } Received for record the 9th day of February 1837 and recorded May 30. 1837.

This indenture made and entered into this the nineteenth day of May in the year of our lord one thousand Eight hundred and thirty six between William L Balfour and Eliza D. his wife of the County of Madison State of Mississippi of the first part and John Read of the County and State aforesaid of the second part witnesseth that the said William L Balfour and Eliza his wife for and in consideration of the sum of four thousand Five hundred and Ten dollars to them in hand paid by the said John Read at and before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said John Read his heirs executors and administrators forever released and discharged therefrom by these presents do grant, bargain sell convey and confirm unto the said John Read his heirs and assigns forever the following lots of land hereafter named (viz) The East half of the north east Quarter and the east half of the south east Quarter and the west half of the north east Quarter and the west half of the south east Quarter of Section Twenty Seven and the south half of the east half of the south west Quarter and the north west Quarter and the west ½ of the south west Quarter of Section Twenty Six in Township Ten Number Five of Range Number two east East of the Basis Meridian Choctaw land district Containing in the whole Six hundred and 86/100 acres be the same more or less together with all and singular the appurtenances hereditaments privileges improvements and advantages

whatsoever unto the above described premises belonging or in anywise appertaining and also all the estate right title interest and property whatsoever either at law or in equity of them the said William L Balfour and Eliza his wife of in and to the above described premises To have and to hold the above bargained and sold premises with appurtenances and every part and parcel thereof unto the said John Read his heirs and assigns forever and the said William L Balfour and Eliza D his wife their heirs executors and administrators doth covenant grant promise and agree to and with the said John Read his heirs and assigns that the said William L Balfour and Eliza his wife their heirs the above described and hereby defended granted premises and every part and parcel thereof unto the said John Read his heirs and assigns against the said William L Balfour and Eliza his wife and against all persons whatsoever lawfully or equitably claiming or to claim said premises or any part thereof by from or under them or any of them will warrant and forever defend by these presents In witness whereof the said William L Balfour and his wife have hereunto set their hands and seals the day and date above written

Wm L Balfour (Seal)
E D Balfour (Seal)

State of Mississippi
Madison County } personally appeared before me D Mitchell a Justice of the Peace of said County the within named William L Balfour who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed and the within named Elizabeth D Balfour wife of the said William L Balfour on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein mentioned as her voluntary act and deed without any threats fear or compulsion from her husband
Given under my hand and seal this 18th day of May A D 1836
D Mitchell J.P. (Seal)

J D Livingston
Deed
J J Dearing

Received for record the 24th day of February 1837 and recorded May 31st 1837

This indenture made and entered into this twenty third day of February in the year of our Lord Onethousand eight hundred and thirty seven between Samuel D Livingston and Phebanna Livingston his wife of the County of Madison and State of Mississippi of the first part and John J Dearing of the County and State aforesaid of the other part witnesseth that the said Livingston and wife hath for and in consideration of the sum of four thousand dollars to them in hand paid by the said Dearing the receipt whereof is hereby acknowledged hath granted bargained sold aliened and confirmed and by these presents do grant bargain sell alien and confirm unto the said John J Dearing his heirs and assigns forever four certain lots or parcels of land known and designated in the plan of the town of Canton as lots Numbers One Two three and four in Square Number Eleven also five acres and an half of land lying north of lots Numbers one and two Day commencing at the Northeast corner of lots Number one thence west to John C Bintliffs corner at the [illegible]rth west corner of lot Number two thence with Bintliffs

line north to his corner in Livingstons line (the same being a sectional line) to a stake thence East with said sectional line to a stake where a line Running north through the center of Union Street thirtes said sectional line which sectional line is the line between sections Eighteen and nineteen thence south with the middle of said street to the town line thence with the town line thirty feet west to the beginning to have and to hold the said lots or parcels of land with all and singular the premises thereunto belonging or in any wise appertaining unto the said John I Deaing his heirs and assigns &c forever and the said Samuel D Livingston and Phebe ann his wife doth for themselves their heirs &c covenant and agree to and with the said John I. Deaing his heirs &c to warrant and forever defend the title of the aforesaid lots or parcels of land from themselves their heirs or assigns and from the claim or claims of all and every other person or persons whatsoever unto the said John I. Deaing his heirs or assigns &c forever.

In testimony whereof the said Samuel D Livingston and Phebe ann Livingston his wife hath hereunto set their hands and seals this day and year first above written.

I D Livingston (Seal)
Phebe ann Livingston (Seal)

The State of Mississippi }
Madison County } I Thomas MacMelford Judge of the Court of Probate in and for said County hereby certify that Samuel D Livingston and Phebe ann his wife personally appeared before me and acknowledged the signing sealing and delivering of the foregoing deed to be their and each of their act and deed the said Phebe ann being examined seperate and apart from her said husband acknowledge that she signed sealed and delivered the same without the fear threats or compulsion of her said husband

Given under my hand and seal this 23d day of February 1837

Thos MacMelford (Seal)
Probate Judge

Jas B Kilbourn
Deed
Amariah Nichols

Received and recorded May 21st 1837

This indenture Made the Fourth day of January in the Year of our lord one thousand Eight hundred and thirty six between James B Kilborn and Susan his wife of Hinds County and State of Mississippi of the one part and Amariah Nichols of Madison County and State aforesaid of the other part Witnesseth that the said J B Kilborn and Susan his wife for and in consideration of the sum of two hundred and fifty dollars to them in hand paid by the said Nichols the receipt whereof they do hereby acknowledge and therefrom and forever discharge the said Amariah Nichols his heirs Executors and Administrators by these presents have granted bargained sold alienated enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said A Nichols and to his heirs and assigns all that tract of land situated lying and being in Madison County State aforesaid known more particularly as the south half of the West of the South west Quarter and west half of the South east Quarter and east half of the South west Quarter all of section twenty eight Township Eight Range two west Choctaw district containing two hundred acres more or less

together with all and singular the appurtenances thereto belonging unto the said Amariah Nichols his heirs and assigns to the only proper use and behoof of the said Nichols his heirs and assigns forever
In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year above written
Sealed and delivered in presence of — James B Kilborn (Seal)
David Hendrick — Susan W Kilborn (Seal)
John his + mark Nolan

State of Mississippi, Hinds County. } I the undersigned Justice of the Peace in and for said County do hereby certify that the within named James B Kilborn personally appeared before me and acknowledged he signed sealed and delivered the within deed on the day and year therein mentioned as his act and deed
Also the within Susan W Kilborn wife of the within named James B Kilborn personally appeared before me and being examined separate and apart from her husband acknowledged the signing and sealing the within deed on the day and year therein mentioned freely without any force threats or compulsion of her husband as her voluntary act and deed. Given under my hand and seal this 10th day of February AD 1836 — David Hendrick (JP)

State of Mississippi, Hinds County } I. S S Scott Clerk of the Probate Court for said County hereby certify that David Hendrick was an acting Justice of the Peace for said County at the time of making the above certificate Witness My hand and seal of office This 8th May 1837
LS — S S Scott Clk

R G Anderson, Deed
Jos. Burnough

Received for record the 28th day of February 1837 and recorded May 31st 1837

State of Mississippi Madison County

Know all men by these presents that we Robert G Anderson and Judith Anderson his wife of the County and State aforesaid have this day for and in consideration of the sum of four hundred dollars to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto Josiah Burnough of the County and State aforesaid all our right title claim and interest in and to lots No. 42 in Square No 5. in the town of Madisonville in the County and State aforesaid the title of said lot we bind ourselves our heirs and assigns to warrant and defend unto the said Josiah Burnough his heirs and assigns forever Witness our hands and seals this 25th day of November Eighteen hundred and thirty

Robert G Anderson (Seal)
Judith Anderson (Seal)

Acknowledged by Robert Anderson before me a Justice of the Peace for Madison County this 2 - day of November 1836
J. S. Salmon JP (Seal)

State of Mississippi } This may certify unto all whom it may concern
Madison County } that Judith Anderson the wife of the within Robert G
Anderson did on this the day of November in the year Eighteen hun
dred and thirty six personally appear before the undersigned Justice
of the Peace for the said County and upon being privately and sep
arately examined by me apart from her said husband did declare
that she does freely voluntarily and without any fear or coercion whatever re
nounce release and forever relinquish unto the within
Burrough her interest and estate also all her right and claim
of Dower of and in the within described premises
Given under my hand and seal this 25th day of November 1836
J L Salmon J P (Seal)

Irvin G Wadlington
and
Joseph Meek

Received for record the 28th day of February 1837
and recorded May 31st. 1837

This indenture made this fifteenth day
of March in the year of our Lord Eighteen hundred and thirty six
between Irvin G Wadlington and Elizabeth Ann his wife of the
one part and Joseph Meek of the other part all of the County of Mad
ison and State of Mississippi witnesseth that the said Irvin G
Wadlington and Elizabeth Ann his wife for and in consideration
of the sum of Five thousand One hundred dollars to them in hand
paid by the said Joseph Meek at and before the ensealing and
delivery hereof the receipt whereof is hereby acknowledged have
bargained sold and conveyed and by these presents do bargain
sell and convey to the said Joseph Meek his heirs and assigns
forever all that tract or parcel of land situate in said County
of Madison known and designated as follows viz the South
West Quarter of Section No Seventeen Township No eight and
Range No One east the east half of the South Quarter of Section
No Eighteen the West half of the north West Quarter of Section Number
Twenty and twenty acres square off the north end of the east half
of the north East Quarter Section No nineteen same Township and
Range To have and to hold the said tract of land and premises
together with all and singular the appurtenances thereunto be
longing to the said Joseph Meek his heirs and assigns forever
Reserving however from the tract herein before described to the
said Irvin G Wadlington his heirs and assigns four acres on
bounding the School house known as the Spring Ridge academy
and described as follows beginning on the line between said tract
and Hardin D Runnels land forty yards east of the school house
thence south twenty ~~seventy~~ yards and the said Irvin G Wadlington
and Elizabeth Ann his wife for themselves their heirs Executors
and administrators unto the said Joseph Meek his heirs and
assigns the above described tract of land and premises against
the said Irvin G Wadlington and Elizabeth Ann his wife their
heirs and assigns and against all persons claiming by through or
under them or any of them lawfully or equitably will warrant
and forever defend In witness whereof the said Irvin G Wadling
ton and Elizabeth Ann his wife have hereunto set their hands and
seals the day and date first written
Signed sealed and delivered in presence of
Jos Raym W B Reding

Irvin G. Wadlington (Seal)

The State of Mississippi } personally appeared before me the undersigned
Madison County } Justice of the Peace in and for said County
the within named Irvin Washington who acknowledged he sig
ned sealed and delivered the within deed as his act and deed on
on the day and year therein mentioned
Given under my hand and seal this 15th day of March A D 1837

J M Boring (Seal)
Justice of the Peace

D Hardeman
Deed
T Hudnall

Received for record the 28th day of February 1837 and
Recorded the 1st day of June 1837

This indenture Made this Seventh day of June A D
Eighteen hundred and thirty five between D Hardeman and Sarah
Ann his wife of the County of Madison in the State of Mississippi of the
one part and Thomas Hudnall Senr of said County and State aforesaid
of the other part witnesseth that the said D Hardeman and Sarah Ann
his wife in consideration of the sum of one thousand and forty
dollars to them in hand paid by the said Thomas Hudnall Senr
at and before the sealing and delivery hereof the receipt whereof is
hereby acknowledged and therefrom acquit and forever discharge the said
Thomas Hudnall and thereof acquits and forever his heirs executors
and administrators by these presents have granted bargained sold
and conveyed and by these presents do grant bargain sell and convey
unto the said Thomas Hudnall Senr and to his heirs and assigns
forever all that tract or parcel of land lying and being in the said
County and State aforesaid bound and known as follows to wit
South quarter of section one containing sixty five acres and lying
east of the road from Livingston to Vernon in Thomas Hudnalls enclo
sure together with all and singular the appurtenances thereunto
belonging or in any wise appertaining and also all the estate rights
title interest property claim and demand whatsoever of them the said
D Hardeman Sarah Ann his wife in law or equity or otherwise how
soever of in to or out of the same to have and to hold the said land
and premises hereby granted with the appurtenances unto the said
Thomas Hudnall Senr his heirs and assigns forever in fee simple to the
only proper use and behoof of the said Thomas Hudnall Senr his heirs
and assigns forever And the said D Hardeman and Sarah his wife
their heirs executors and administrators do covenant promise grant
and agree to and with the said Thomas Hudnall his heirs and assigns
by these presents that they the said parties of the first part and their
heirs the said above mentioned and described land and premises
hereby granted with the appurtenances unto the said Thomas Hudnall
Senr his heirs and assigns against them the said D Hardeman and Sarah
Ann his wife and their heirs and against all and every person or persons
whomsoever lawfully claiming or to claim the same shall and
will warrant and forever defend by these presents In testimony
whereof the said parties of the first part have hereunto set their hands
and affixed their seals the day and date first above written

D Hardeman (Seal)
Sarah Ann Hardeman (Seal)

The State of Mississippi } personally appeared before the undersigned
Madison County ss } a Justice of the Peace of said County the above
named D Hardeman who acknowledged he signed sealed and delivered
the foregoing deed on the day and year therein mentioned as his
act and deed Given under my hand and seal this 6th day of June
AD 1835

S M Covey J P (Seal)

The State of Mississippi }
Madison County } personally appeared before the undersigned
Justice of the Peace in and for said County Sarah Ann Hardeman
wife of the within named D Hardeman who acknowledged she signed seal
ed and delivered the within deed on the day and year therein men
tioned as her act and deed She the said Sarah Ann Hardeman be
ing examined seperate and apart from her husband acknowledges the
same without the fear threats or compulsion of her said husband or the
fear of his displeasure Given under my hand and seal this 9th day
of June 1835

S M Covey J P (Seal)

John S Gooch
Deed
Freeman & Smith

Received for record the 28th day of February 1837
and recorded 1st of June 1837

State of Mississippi Madison County

Know all men by these presents that Jno S Gooch and
Martha his wife for and in consideration of the sum of Eleven thousand
One hundred forty two dollars and Ninety Cents to us in hand paid
have this day bargained sold and delivered and by these presents do
bargain sell and deliver unto Lemuel Freeman and Thos S. Smith
the following land Namely the whole entire Section of Twenty seven
and alot of land containing one hundred and two acres
and 86/100 of an acre situated as follows bounded on the South by
the Section line between Sections 27 & 22 Running 53 chains from the S W.
corner of section No 22 along the line Between 22 & 27 going East
Bounded on the East by the lots of Mr Cain and Josiah Bonner
and on the North by lots No 181 owned by W H Walker No 401 owned by
William Wade and also by the Robinson Road and bounded on the
West by lot No 401 owned by William Wade and by the Section line
Running north and south between Section No 22 & 21 this lot of land
is adjoining and hereby bounded by lots in the town of Madisonville
in Section No 22 and situated on the end of three hundred Eighty Naing
on the South end of the S W 1/4 & the W 1/2 S E 1/4 Section No 22 Township
No 8 Range No 3 East which together the whole of Section No 27 makes
in all Seven hundred and forty two acres and Eighty six hundredths
of an acre all situate in Township No 8 Range 3 East the title of
said land we bind ourselves our heirs administrators and
assigns to warrant and defend to the said Lemuel Freeman
and, Thos S Smith their heirs and assigns forever witness our
hands and seals this day of February 1837

Jno S Gooch (Seal)
Martha Gooch (Seal)

The State of Mississippi } personally appeared before me Robert Gaston
Warren County ss } Clerk of the Circuit Court of said County John
S Gooch and Martha Gooch his wife which names are subscribed to
the annexed instrument of writing who acknowledged that they
signed sealed and delivered the said instrument of writing on
the day and year therein mentioned as their act and deed and
the said Martha Gooch wife of Jno S Gooch aforesaid being by me
examined separate and apart from her said husband acknowledged that
she signed sealed and delivered the said writing as stated freely
and voluntarily without any fear threats or compulsion of her said
husband as her voluntary act and deed

Given under my hand and seal of office this 4th day
LS of Feby 1837

R Gaston d Clk

Williams & Walker
Deed
Josiah Burrough

Received for record February 28th 1837 and recorded
the 1st day of June 1837

This indenture Made and entered into this twenty
Eighth day of May A D 1836 Eighteen hundred and thirty six between
Robert Benjamin Williams & Robert S Walker of the one part and Josiah
Burrough of the other part all of the County of Madison and State of Mis
sissippi Witnesseth that the said party of the first part for and in consideration
of the sum of four hundred dollars to them in hand paid by the said
party of the second part at and before the sealing and delivery hereof
the receipt whereof is hereby acknowledged have granted bargained
sold conveyed and confirmed and by these presents do grant bar=
gain sell convey and confirm unto the said Josiah Burrough his heirs
and assigns a certain lot of ground in the Town of Madisonville County
and State aforesaid known and described on the Map of the Town of
Madisonville as lot number one hundred and forty four (No 144) situate on
Main Street fifty feet on said street and running back one hundred and
seventy five feet being part of lot number 174 together with all and singular
the appurtenances thereunto belonging or in any wise appertaining
to have and to hold the said lot above described unto the said Josiah
Burrough his heirs and assigns to the only proper use benefit and behoof
of the said Burrough his heirs and assigns forever and the said
party of the first part will warrant and defend unto the said Burrough
his heirs and assigns the title of the above described lot against all
persons lawfully claiming the same In witness whereof we have this
day and date above written set our hands & seals Benj Williams (Seal)
Robert S Walker (Seal)

The State of Mississippi }
Madison County ss } Personally appeared before the undersigned Jus
tice of the Peace in and for said County the within named Benjamin
Williams for himself and as agent for Robert S Walker and acknowledged
the within written indenture to be their act and deed and desired
that the same might be recorded as such according to law
Given under my hand and seal this twenty eighth day of May an
no domini Eighteen hundred and thirty six

Allen Vanwacter J P (Seal)

Hudnall & Simmons
Deed
Thomas Hudnall

Received for record the 28th day of February 1837
and recorded the 1st of June 1837

This indenture Made and entered into this Thirty first day of December in the year of our lord one thousand Eight hundred and thirty six between Baldwin Hudnall & John Simmons of the county of Madison and State of Mississippi of the first part and Thomas Hudnall Senr of the same County and State aforesaid of the second part Witnesseth that the said Baldwin Hudnall & John Simmons for and in consideration of the sum of two hundred dollars to them in hand paid by the said Thomas Hudnall at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath this day granted bargained and sold and by these presents doth grant bargain and sell unto the said Thos Hudnall Senr and to his heirs and assigns forever all that parcel or tract of land situate lying and being in the County of Madison and State aforesaid known and described as follows to wit being the extreme north west corner of a certain tract of land purchased by John Simmons from Archibald Magehee and now in possession of the said Baldwin Hudnall lying and being on the north west side of the Town of Livingston the corner of said land running across the road from Livingston to the said Thomas Hudnalls Senr Residence and also running in to the said Hudnalls field the land hereby conveyed is nine acres be the same more or less lying on the north west side of said Road and enclosed in the said field of the said Thomas Hudnalls Senr being a part of the land lying between the Town of Livingston and the residence of the said Thomas Hudnall Senr together with all and singular the premises and appurtenances thereunto belonging or in any wise appertaining to have and to hold to him the said Thomas Hudnall Senr and his heirs and assigns all the foregoing described land and premises in fee simple forever and the said Baldwin Hudnall & John Simmons for himself and his heirs executors and administrators shall forever warrant and defend by these presents covenant promise and agree to and with the said Thomas Hudnall Senr and his heirs executors and administrators that the said Baldwin Hudnall and John Simmons wife and his heirs executors and administrators shall forever warrant and defend the title to said granted land and premises against the claim or claims of all and every person and persons whomsoever both at law and equity In testimony whereof the said Baldwin Hudnall & John Simmons has hereunto set their hands and seals the day and date first above written

Baldwin Hudnall (Seal)
John Simmons (Seal)

The State of Mississippi
Madison County ss } personally appeared before me Wm D Mott a Justice of the Peace in and for said County the above named Baldwin Hudnall and John Simmons 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 and seal this 31st day of December AD 1836

Wm D Mott JP (Seal)

F W Herbert et al
Deed
Robt Shotwell

Received for record the 11th day of May 1837 and Recorded the 2d day of June 1837

Know all men by these presents that we F W Herbert and Mary A his wife and John R Herbert and Sarah E his wife of the State of Mississippi and County of Madison for and in consideration of the sum of Two hundred dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained sold and conveyed and by these presents do bargain sell and convey unto Robert Shotwell of the State and County aforesaid all that lot or parcel of ground lying and being situate in the Town of Madisonville State and County aforesaid known and designated as lot four hundred and twenty four beginning and running as follows (to wit) beginning on Chitalbosa Street at a corner of lot number four hundred and twenty three running along said Street south thirty one thirty seven east ten hundred and ten feet to a stake thence south sixty west one hundred and twelve feet to a stake thence north thirty and thirty 2 minutes west two hundred and ten feet to a stake thence north sixty East one hundred and twelve feet to the beginning which lot a parcel of ground with all the appurtenances thereunto of right belonging we do hereby warrant and forever defend unto the said Robert Shotwell his heirs and assigns against all and singular the claim or claims of ourselves our heirs executors and assigns and against all and every other person or persons whatever In Testimony whereof we hereunto set our hands and affixed our seals this the 11th day of March A D 1837

F W Herbert (Seal)
Mary A. Herbert (Seal)
John R Herbert (Seal)
Sarah E Herbert (Seal)

The State of Mississippi
Madison County } This day personally appeared before me the undersigned Justice of the peace for said County F W Herbert & John R Herbert who acknowledged they signed the within deed for the consideration therein mentioned at the same time I have examined their wives Mary A Herbert and Sarah E Herbert seperate and apart from their husbands who acknowledged they signed the within deed as their voluntary act and deed without fear threats or compression from their husbands Given under my hand and seal this 20th March 1837

Charles Moore JP (Seal)

✓

E B Warren
Deed
M S Goff

Received for record the 15th day of April A D 1837 and Recorded the 2d day of June 1837

This indenture made and entered into this fifth day of April Anno Domini Eighteen hundred and thirty seven Between Eli B Sinclair under a Deed of trust dated the twenty fourth day of May in the year of our Lord one thousand eight hundred and thirty six of the one part and Moses S Goff of the other part both of the County of Madison and State of Mississippi Witnesseth that the said Eli B Warren for and in consideration of the sum of one hundred and twenty dollars and eighty cents by the said Moses S Goff before the sealing and delivery hereof unto the hands of the said Eli B Warren paid the receipt whereof is hereby acknowledged hath granted bargained sold conveyed and confirmed and by these presents doth grant bargain sell convey and confirm unto the said Moses S Goff his heirs and assigns

all that tract certain tract or parcel of land Known and designated as the west half of the north west One Quarter of Section number thirty Six in Township Number Ten of Range five East and also the buildings improvements ways roads waters rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders thereof to have and to hold the said tract or parcel of land hereditaments and premises to the said Moses S Goff his heirs and assigns to his and their use benefit and behoof forever and the said Eli B Warren trustee as aforesaid doth hereby covenant and agree to and with the said said Moses S. Goff his heirs and assigns that he will and his heirs shall and will warrant and defend the said tract or parcel of land as trustee as aforesaid to the said Moses S Goff his heirs and assigns against all and every person or persons lawfully claiming the same by from through or under him them or any of them Witness My hand and seal the day and year first above written

Signed sealed and delivered
in presence of E M Clark
Gerard W Irvine

E B Warren (Seal)

The State of Mississippi
Madison County } personally appeared before the undersigned Justice in and for said County Eli B Warren and acknowledged the above written instrument to be his act and deed and desired that the same might be recorded as such according to law Given under My hand and seal this 12th day of March A D 1837

Allen VanVacter J P (Seal)

Smith & Elliott
Deed
C & L Pearce } Received for record the 22 day of March 1837 and Recorded the 2 day of June 1837

This indenture made and entered into in the year of our Lord eighteen hundred and thirty five between Thomas J Smith and Alfred Elliott of the first part and Collin Pearce and Levi Pearce of the second part all of the State of Mississippi Madison County witnesseth that the said parties of the first part have this day for and in consideration of the sum of one thousand dollars to them in hand paid the receipt whereof is hereby acknowledged Bargained Sold and by these presents do bargain sell and deliver unto the said parties of the second part all that tract or parcel of land (or lots) in the town of Mannsonia State and County aforesaid Known and designated as follows the lots Known by their numbers in the plan of said town No 116 and No 115 bounded west by Lafayette street fronting 125 feet on said street on the north by Laflore street fronting on the same 250 feet on the east by Seminole street fronting the same 125 feet and on the south by a block of lots Known by their numbers in the plan of said Town No 147 No 148 No 149 No 15 and No 16 To have and to hold unto the said parties of the second part their heirs and assigns with all and singular the ways and appurtenances and all things belonging thereto and the said Thomas J Smith and Alfred Elliott for themselves their heirs and assigns do warrant and defend the title of said lots against all other claims to the said Collin Pearce

and Levi Pence of the second part their heirs and assigns forever
In witness whereof the said Thomas J. Smith and Alfred Elliott have hereunto set their hands and seals this the twentieth day of September and year above written

Alfred Elliott (Seal)
Thos. J. Smith (Seal)

State of Mississippi
Madison County } personally appeared before the undersigned Justice of the Peace in and for said County Alfred Elliot and Thomas J Smith and acknowledged the within written instrument to be their act and deed and desired that the same might be recorded as such according to law. Given under my hand and seal this 18th March 1837

Allen Vanvacter J P (Seal)

Robert Shotwell
Deed
Jordan Moore

Received for record the 13th of May and recorded the 3rd of June 1837

This indenture made and entered into this twelfth day of May 1837 between Robert Shotwell of the first part and Jordan Moore of the other second part witnesseth that for and in consideration of the sum of one hundred and fifty seven $/100 dollars to me in hand paid the party of the first part he as sold and delivered unto the party of the second part the west half of the north east quarter of section no three in Township no seven north of Range no five east containing eighty and 16/100 acres situated in the Columbus Miss land district to have and to hold the said land to the said Moore and his heirs forever against the claim and demands of all persons whatever
In witness of which I have hereunto set my hand and seal this day and date above written

Attest H. A. Garrett S. H. Clark

Robert Shotwell (Seal)

The State of Mississippi } This day personally appeared before me Robert
Madison County } Shotwell who acknowledged that he signed the above deed Given under my hand and seal this 12th of May 1837

Charles Moore (J P)

Jordan Moore
Deed of Trust
Garrett & Clark

Received for record the 13th day of May 1837 and recorded the 3rd day of June 1837

In the State of Mississippi

This indenture made and entered into this 13th day of May A D 1837 between Jordan Moore of the first part Henry A Garrett and Silas H Clark of the second part and Robert Shotwell of the third part Witnesseth that said Moore for and in consideration of the sum of five dollars by said Garrett & Clark to him in hand paid hereby bargains sells aliens enfeoffs and conveys unto said Garrett & Clark & their heirs three hundred and twenty acres of land in Madison County being the land now owned by said Moore consisting of and adjoining and near to an eighth of land entered by said Robert Shotwell and conveyed by him to said Moore being the west half of the north east quarter of section no three in Township no 10 north of Range no five east containing 80 16/100 acres and entered in the land office at Columbus

also one negro Girl slave named Lucinda aged 13 years
to have and to hold said land and negroes to said Garrett and
Clark and their heirs executors and administrators in trust upon
and for the following purposes to wit. whereas the said Jordan Moore is
indebted to said Robert Shotwell in the sum of five hundred and
fifty nine dollars secured by note dated 12th May 1837 due the 1st of Jan-
uary 1839 and the sum of four hundred and eighty dollars secured by
note dated 12th May 1837. due the 1st of January 1839 and in the sum of four
hundred and fifty dollars secured by note dated 12th of May 1837 due the
1st of January 1840 now to secure the prompt and punctual payment
of said several notes as they fall due this conveyance in trust is made
and it is understood that if the said Moore shall make default in the
payment of said note of $259 on the 1st of January 1838 then the said
Henry A Garrett and Silas H. Clark or either of them or in the event
of their death the executor or executors administrator or administra-
tors of either of them upon the requirement in writing of the said Robert
Shotwell his heirs executors or administrators or assigns are or is to expose
said negro to sale to satisfy said note with all accruing costs and charg-
ges and the balance if any pay to said Moore his executors or admini-
trators and should said Moore make default in the payment of said
note of $480 on the 1st of January 1839 then said Garrett or Clark or either of
them or the executors or administrators of either of them are to sell said
land in 40 acre lots or a sufficiency thereof to pay said note and
the balance of the money first paying first paying said debt and
all accruing cost & charges to pay unto said Moore and should said
Moore make default in the payment of said note of $440 on the 1st
of January 1840 the said Garrett & Clark or either of them or either executors
or administrators upon a similar requirement in writing from said
Shotwell are to sell at public sale so much of the remainder of said
land as shall be sufficient to pay said last mentioned note with all
accruing interest costs and charges and it is understood that pub-
lic notice of any such sale is to be given thirty days in some pub-
lic newspaper printed and published in Madison or some of the
adjoining counties and no sale is to be ordered until 30 days after
the 1st day of said January as the notes fall due and upon any such
sale the trustee is to make & assume to the purchaser or purchasers such
title to the property so sold as the said Moore is now possessed of
and all sales under this deed of trust are to take place upon the
public square in Canton and it is also understood that should
the said negro girl not be sold upon either of the first notes then she
is subject to be sold before the same in any subsequent sale
for the true and faithful performance of this deed of trust the parties
hereunto bind themselves In witness of which they hereto set their
hands and seals

Witnessed by Wm. Walker R S Hunter

Jordan Moore (Seal)
Henry A Garrett (Seal)
S H Clark (Seal)
Robert Shotwell (Seal)

The State of Mississippi
Madison County } This day personally appeared before me the
undersigned Justice of the Peace S H Clark who acknowledges
that he executes the appointment of trustee in the within deed
Given under my hand and seal this 12th of May 1837

Chas Moore (JP)