being examined privately and apart from by me from their husbands and they each of them declared that they had their signed freely without any fear or threats from their husband And desired this certificate in order that the said deed may be recorded Given under my hand and seal this 16th day of March 1839

Charles Moore J.P. (Seal)

Phillips Munn & Starr
Deed
Thos. J. Catchings

Received July 17. and recorded Aug. 2 1837

Madison County State of Mississippi

This indenture made the first day of July in the year of Our Lord Eighteen hundred and thirty seven between Henry Phillips John Munn and Charles Starr of said County and State of the first part and Thomas J. Catching of the same County and State of the second part Witnesseth that the said Parties of the first part for and in consideration of the sum of six hundred dollars the receipt whereof is hereby acknowledged have granted bargained sold conveyed and confirmed and by these presents do grant bargain sell convey confirm unto the said party of the second part his heirs & assigns that parcel or lot of land in the town of Canton described as follows beginning at the South East Corner of lot no 3 square 2. and running west with Center Street thirty seven feet from thence back two hundred feet to the south line of lot number 5, in same square. thence thirty seven feet running to the north west corner of lot no 2. thence with that line two hundred feet to the place of beginning. Together with all the hereditaments & appurtenances thereunto belonging To have and to hold the said parcel of ground hereby granted with the appurtenances unto the said party of the second part his heirs and assigns to the only proper use and behoof of the said party of the second part his heirs and assigns forever and the said party of the first part for themselves their heirs & assigns Executors and administrators doth covenant promise grant and agree to and with the said party of the second part his heirs & assigns by these presents that they the said party of the first part their heirs and assigns doth covenant and agree to warrant and defend the said parcel of land unto the said party of the second part his heirs & assigns against all claims and demands whatsoever of from & against all charges and incumbrances forever In witness whereof the said parties of the first have hereunto set their hands & seals the day and year above written

in presence of
Jacob Burkett
E. H. Brasier

Henry Phillips (Seal)
John Munn (Seal)
Charles J. Starr (Seal)
By his attorney John Munn

The State of Mississippi } personally appeared before me William
Madison County } Riley Clerk of the Probate Court of said County Jacob Burckhart whose name appears as a witness to the foregoing deed and after being duly sworn by me deposeth and saith that he saw Henry Phillips John Munn and Charles Starr by his attorney John Munn sign seal and deliver the same as their act and deed And that he subscribed his name thereto in their presence and in the presence of C H Brusier the other subscribing witness

Given under my hand and Official Seal July 19 1839

William Riley clk

111

Bank of Mississippi
Power of Attorney
Erving & Thos McLeod

Received for record the 17th of June and recorded Aug 3rd 1839

Know all men by these presents that we the president Directors and company of the Bank of the State of Mississippi have nominated constituted and appointed and by these presents do nominate constitute and appoint James S Erving and Thomas McLeod Esquires both of the County of Madison State aforesaid our true and lawful Attorneys for them Jointly or either of them separately to enter a cause to be entered in due form of law on Record Entire Satisfaction and full and complete discharge of all and every Mortgage or Mortgages Liens or Engagements Given to us or Conveyed in our favour by Charles B Green now of said County of Madison at any time heretofore and on record in said County of Madison as fully and amply as the law requires for full and entire & complete discharge and Satisfaction.

hereby promising to ratify and confirm all and every act and acts whatever that may be lawfully done by our said attorneys or either of them by virtue hereof

In Witness whereof we have caused the signature of our president and seal of Corporation to be hereunto affixed attested by our Cashier on the Seventeenth day of February in the year of our lord Eighteen hundred & thirty six

Stephen Duncan Pres

(C S)

Attest
J Beaumont
Cash

State of Mississippi } personally before the undersigned Justice
Adams County } of the Peace in and for said County, came and
appeared J Beaumont who being duly sworn deposeth and says
that he saw Matthew Duncan whose name is thereto subscribed
sign the above power of attorney as President of the Bank of the
State of Mississippi and said deponent subscribed the same as
Cashier of the same Bank on the day and year and for the
purpose therein mentioned

Sworn to and subscribed before J Beaumont
me this 17th February 1836 James H Cook (JP)

The State of Mississippi } I Ralph North Clerk of the Probate Court
Adams County. } of the County and State aforesaid do hereby
certify that James H Cook was some time in any year 1835
duly and constitutionally Elected Sworn and commissioned
a Justice of the Peace in and for the said County of Adams
that he was duly and constitutionally re-elected in March 1836
that he is now a Justice of the Peace in and for said County of
Adams State aforesaid and that all of his acts as such Justice
in the premises are and ought to be entitled to full faith & credit

In testimony whereof I have hereunto set my
LS hand and seal of Office at the city of Natchez
the 1st day of February 1837

Ralph North clk

14

John S Gooch } Received for record July 29. 1837 - and duly
Deed } Recorded August 4th. 1837
Robt. T. Walker }

State of Mississippi Madison County
Know all men by these presents that we John S Gooch and Martha
his of the County and State aforesaid have this day for and in
consideration of the sum of One hundred and fifty to us in
hand paid the receipt whereof is hereby acknowledged sold and by
these presents do sell and deliver unto Robt T Walker of the County
& State aforesaid all our right title claim and interest in and to lot
no 33 & 89 in Square no four in the Town of Madisonville in the
County and State aforesaid the title of said lot we bind ourselves our
heirs & assigns to warrant and defend unto the said Robert T Walker
his heirs and assigns forever Witness our hands and seals this 29th
day of Oct Eighteen hundred and thirty four ... Jno S Gooch (Seal)
Acknowledged by Jno S Gooch before me } Martha Gooch (Seal)
a Justice of the Peace for Madison County this
29th day of Oct 1834. William Joiner JP (Seal)

State of Mississippi } This May certify unto all whom it
Madison County } May concern that Martha Gooch the wife of the within named John S Gooch did on this the 29th day of October in the year Eighteen hundred and thirty four personally appeared before the undersigned a Justice of the peace for the said County and upon being privately and separately examined apart from her said husband did declare that she does freely voluntarily and without any fear or compulsion whatever surrender release and forever relinquish unto the within named Robert I Walker 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

William Joiner JP (Seal)

Jno S Gooch
Deed
Robt. I. Walker

Received for record July 29th 1837 and Recorded aug 5 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 One hundred and fifty to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto Robt I. Walker of the County and State aforesaid all our right title claim and interest in and to lots no 30-31 & 32 in Square no four 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 Robt I. Walker his heirs and assigns forever

Witness our hands and seals this 29th day of October Eighteen hundred and thirty four

Acknowledged by John S. Gooch before me a Justice of the peace for Madison County this 29th day of October 1834. William Joiner JP

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

State of Mississippi } This May Certify unto all whom
Madison County } it may concern that Martha Gooch the wife of the within named John S. Gooch did on this the 29th day of October in the year Eighteen hundred and thirty four 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 Robert T. Walker all her interest and Estate and also all 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
William Poindexter J.P. (Seal)

vvv

Jno S Gooch
Deed
Robt T Walker

Received for record on the 29th day of Oct 1837
And Recorded the 5th day of August 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 two hundred dollars to us in hand paid the receipt whereof is hereby acknowledged sold and by these presents do sell and deliver unto Robert T Walker of the County and State aforesaid all our right title claim and interest in and to lots No 84. 37. 88 & 87. in Square No four 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 & defend unto the said Robert T Walker his heirs and assigns forever
Witness our hands and seals this 29th day of October Eighteen hundred and thirty four
Acknowledged by John S. Gooch before me a Justice of the peace for Madison County this 29th day of October 1834 William Poindexter 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 29th day of October in the year Eighteen hundred and thirty four personally appeared before the undersigned a Justice of the peace in and for the said County and upon being privately and separately examined 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 Robert T. Walker 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

vvv

William Poindexter J.P. (Seal)

Hector McNeil
deed
Robt. T. Walker

Received for record July 29. 1837 and
Recorded Aug 9 1837

This deed made this Seventeenth day of July
A D Eighteen hundred and thirty five Witnesseth that
Hector McNeil and Ann C McNeil his wife both of Madison
county State of Mississippi for the consideration of fifteen thousand
dollars to them in hand paid by Robt T. Walker also
of said county before the signing of these presents the receipt
whereof is hereby acknowledged have granted bargained sold
and conveyed and by these presents do hereby grant bargain
sell and convey unto the said Robert T. Walker his heirs and
assigns forever all that tract of land situated in said county
of Madison described as follows namely the east half of
the north East Quarter of Section numbered twenty four NE1/4 24
in Township number Eight Range two East the East
half of the South west Quarter of Section number nineteen. E1/2 SW1/4
Township number (Eight) Range three (East) the west half of Sec 19
the South west Quarter of Section number twelve same last
mentioned Township and Range the west half of the South
East Quarter of Section number nineteen same last mentioned
Township and Range the north west Quarter of Section NW1/4 Sec 30
number thirty same last mentioned Township and Range
the west half of the South west Quarter of Section number nine
teen same last mentioned Township and Range the East
half of the South East Quarter of Section number nineteen
same last mentioned Township and Range. the South half
of the north East Quarter of Section number nineteen same
last mentioned Township and Range the East half of the
South west Quarter west half of South East Quarter of Section
number Twenty same last mentioned Township and Range
lot number one East half lot number two of Section number
thirty three same last mentioned Township and Range the
[South East Quarter of Section number Twenty Eight] West half SE1/4 28
of lot number two and lot number three of Section number
thirty three same last mentioned Township and Range the
west half of the north East Quarter of Section number twenty W1/2 NE
Eight the East half of the north west of Section Twenty
Eight within said last mentioned township and Range
containing in the whole Seventeen hundred acres more or
less with all the appurtenances, improvements hereditaments
and privileges thereunto belonging or in any wise appertaining
and all the estate right title interest property and claim either
at law or equity of the said grantors of in and to the same
To have and to hold the above granted premises with
the appurtenances unto the said Robert T Walker his heirs and

assigns forever and the said Hector McNeil and Ann C. his wife for themselves their heirs Executors and administrators do covenant and agree to and with the said Robert A. McAlister his heirs and assigns that they the said Robert McA Hector McNeil and Ann C his wife and their the above described and hereby granted premises and every part thereof with the appurtenances unto the said Robert McAlister his heirs and assigns against the said Hector McNeil and Ann C his wife and against all persons whatsoever lawfully or equitably claiming or to claim said premises or any part thereof shall and will warrant and by these presents forever defend In witness whereof the said Hector McNeil and Ann C his wife have hereunto set their hands and seals the day and year above written.

initialations recorded regularly CSR

Hector McNeil (Seal)
Ann C McNeil (Seal)

The State of Mississippi } Personally appeared before me Esther
Warren County } A Marsh Clerk of the Probate Court of said County the within named Hector McNeil who acknowledged that he signed sealed and delivered the within deed on the day year and for the purpose therein specified as his voluntary act and deed. Also appeared at the same time Ann C wife of said Hector McNeil who being by me examined apart unto and apart from her said husband did on such examination acknowledged and declare that she signed sealed and delivered the within deed on the day and year and for the purposes therein expressed without any fear threat or coercion of or by her said husband. In testimony whereof I have hereunto set my hand and affixed the seal of my Office at Vicksburg this 14th day of July AD -1835

(LS)

Attest John A Marsh Clerk.

John S Mells
Deed
S L Pennington

Received for record July 27th 1837 and recorded August 7. 1837

State of Mississippi Madison County
Be it Known that I John S Mells and Mary my wife of the County and State aforesaid for and in consideration of the sum of One Thousand dollars to us in hand paid by Isaac S Pennington of the same County and State at and before the sealing and delivering of these presents the receipt whereof is hereby acknowledged have bargained sold aleened. enfeoffed confirmed and we do hereby bargain sell enfeoff and confirm unto the said Pennington his heirs and assigns forever a certain lot or parcel of land lying and being in the County of Madison State aforesaid

and known and designated as the South 1/2 E 1/2 N W 1/4 of Section No 29 of Township No 11. North of Range No 3 East Containing about 40 acres More or less
To have and to hold the said lot or parcel of land with all ways woods waters and every other appurtenances thereunto belonging or in any wise appertaining to the said Pennington his heirs and assigns forever in fee simple and I the said John T. Wells and Mary my wife for ourselves our heirs Executors and administrators do hereby covenant and promise to and with the said Pennington his heirs and assigns that we by ourselves our heirs Executors & administrators shall and will warrant and forever defend the said lot or parcel of land with all and every of its members and appurtenances free from all lawful claim of any person or persons whomsoever unto the said Pennington his heirs and assigns forever

In testimony whereof we have hereunto set our hands and affixed our Seals this 31st day of March A.D 1837

John T. Wells (Seal)
Mary her mark Wells (Seal)

The State of Mississippi
Madison County } Personally appeared before me William Riley Clerk of the Probate Court of said County John T. Wells who acknowledged that he signed sealed & delivered the within and foregoing deed as his act and deed

Also appeared before me William Riley Clerk as aforesaid Mary Wells his wife who being by me Examined separate and apart from her said husband acknowledged that she signed the same freely and voluntarily as her act and deed without the fear threats or compulsion of her said husband

Given under my hand and seal of said Court (LS) On the 28th day 1837

William Riley clk

√√√

Isaac L. Pennington
Deed
Jonathan Humphreys

Received July 27 and recorded August 8. 1837

This Indenture made and entered into between Isaac L. Pennington and Martha Ann Pennington his wife of the first part and Johnathan Humphreys of the second part all of the County of Madison and State of Mississippi Witnesseth that for and in consideration of the sum of fifteen hundred dollars lawful money of the United States to the party of the first part in hand paid by the said party

of the second part at and before the ensealing and delivering of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed conveyed and confirmed and by these presents do grant bargain sell alien enfeoff convey and confirm unto the said party of the second part my undivided half of the following tract or parcel of land lying and being in the County of Madison and State of Mississippi and known and designated as the South half of the west half of the South East fourth of Section twenty Township Eleven Range 3 East also the north half of the East half of the north west fourth of Section twenty nine Township Eleven Range three East To have and to hold unto the said party of the second part and his heirs Executors Administrators and assigns forever and against the party of the first part and their heirs and assigns and against all and every person or persons lawfully claiming or to claim the same and the said Isaac L. Pennington and Martha Ann his wife do hereby bind themselves and their heirs Executors and Administrators to forever defend the title of the same unto the said Jonathan Humphreys and his heirs and assigns forever

In Testimony whereof the said party of the first part have hereunto set their hands and seals on the twenty ninth day of July Anno domini Eighteen hundred and thirty seven

Signed Sealed and delivered
in presence of William Riley ccw

I L Pennington (a)
Martha Ann Pennington (a)

The State of Mississippi }
Madison County } Personally appeared before me William Riley Clerk of the Probate Court of said County Isaac L Pennington who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed

Also appeared at the same time Martha Ann his wife being by me examined seperate and apart from her said husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed without the fear threats or compulsion of her said husband

Given under my hand and seal of office
July 29th 1837 William Riley ccw

vvv

Jonathan Humphreys
Deed
Isaac L. Pennington

Received for record July 27 1837
and recorded August 9th 1837

This indenture made and entered into between Jonathan Humphreys & Sarah Humphreys his wife of the first part and Isaac L. Pennington of the second part all of the County of Madison and State of Mississippi Witnesseth that for and in consideration of the sum of fifteen hundred dollars lawful money of the United States the said party of the first part have granted bargained sold alined enfeoffed and confirmed and by these presents do grant bargain sell alien enfeoff and confirm unto the said Isaac L. Pennington and his heirs Executors and Administrators forever half of the south half of the west half of the north west Quarter Also My undivided half of the west half of the south west Quarter of Section twenty nine Township Eleven of Range three East containing in all forty Acres more or less

To have and to hold unto the said Isaac L. Pennington and to his heirs and assigns forever and against them the said party of the first part their heirs and assigns and against all and every other person or persons lawfully claiming or to claim the same by through or under them the said party of the first part their heirs & assigns and to the said Isaac Pennington and his heirs Executors and Administrators for ever

In Testimony whereof the said party of the first part have hereunto set their hands and seals the twenty Eighth day of July Anno Domini Eighteen hundred and thirty Seven

Johnathan Humphreys (Seal)
Sarah Humphreys (Seal)

The State of Mississippi }
Madison County } personally appeared before me William Riley clerk of the Probate Court of said County Johnathan Humphreys who acknowledged that he signed sealed and delivered the foregoing deed as his voluntary act and deed

Also appeared Sarah his wife who being by me Examined separate and apart from her said husband acknowledged that she signed the same as her act and deed freely and voluntarily without the threats or compulsion of her said husband

Given under my hand and Official Seal
On the 28th July 1837

William Riley clk

John Stone
Deed
Caruthers Harris &c

Received for record on the 17th and duly recorded on the 18th of January 1839

This indenture Made and entered into this fifteenth day of August in the year of our lord one thousand Eight hundred and thirty seven between John Stone Jr. and Lucinda Stone his wife of the County of Madison and State of Mississippi of the one part and Madison Carruthers and Richard Stokes of the City of Nawarleans and Willis A Harris of Gibsonville Tennessee of the other part Witnesseth that the said John Stone Jr and Lucinda Stone his wife hath for and in consideration of the sum of four thousand dollars to them in hand paid the receipt whereof is hereby acknowledged have granted bargained sold aliened and confirmed and by these presents do grant bargain sell alien and confirm unto the said Caruthers Stokes & Harris their heirs and assigns forever a certain lot or parcel of land lying and being in the said County and State and adjoining the town of Canton containing fourteen acres and lying on the west side of said town beginning and bounded as follows (Towit) beginning at a Stake in the western line of said town and at the south east corner of a fifteen acre lot of land that belonged to said County thence South Eighty two degrees West sixty Eight and one half poles to a Stake at the corner of the fence thence Eight decies East thirty five poles to a Stake thence N Eighty two degrees East sixty Eight and one half poles to a Stake in the town line thence north seven and one half degrees West thirty five poles to the beginning containing the said fourteen acres of land leaving out of the South East Corner one acre of land heretofore sold by said Stone

To have and to hold said tract of land as above described with all and singular the premises thereunto belonging or in any wise appertaining unto the said Caruthers Stokes and Harris their heirs and assigns forever and the said John Stone for and Lucinda Stone his wife doth for themselves their heirs and assigns

covenant and agree to and with the said Cauthers Stokes and Harris their heirs or assigns to warrant and forever defend the title to the aforesaid lot of land as a bove described from themselves their heirs or assigns & and from the claim or claims of all and every other person or persons whatsoever.

In testimony whereof the said John Stone Jr and his wife Lucinda hath hereunto set their hands and affixed their seals the day and year first above written

J. Stone Jr (Seal)

The State of Mississippi } Lucinda B Stone (Seal)
Madison County } Personally appeared before the undersigned Clerk of the circuit court in and for said County John Stone Jr and Lucinda Stone his wife and acknowledged the signing sealing and delivering of the foregoing deed to be their and each of their act and deed the said Lucinda being examined separate and apart from her said husband acknowledged that she signed deed without the fear threats or coercion of her said husband

Given under my hand and seal of said court this sixteenth day of August in the year of our Lord one thousand Eight hundred and thirty seven

S.S.

S. F. Livingston clk

rV

J. M B Hutchins
Deed in trust
E W Smallwood

Received for record August 16. 1837
and recorded August 22 – 1837

This agreement entered into this third day of August 1837 between Jacob W B Hutchins John H Claiborne Charles P. Scott and Enoch W Smallwood witnesseth that whereas heretofore on the 22 day of September 1836 said Hutchins and Susan Hutchins his wife Executed a deed of trust to said Charles P Scott for the benefit of the said John H Claiborne which said deed of trust conveyed to said Scott a tract of land therein described and empowered said Scott to sell the same upon the requisition of said Claiborne therein mentioned for more particular account of which and description of the land see said deed recorded in the Clerk of Probates Office of Madison

County in Book of Deeds D Pages 242-243 & 244 on the 9th of February 1837 And it being desired by all parties that the trustee in said deed should be changed and the said Charles P. Scott, released therefrom and said Smallwood substituted as a trustee in his place and stead

Now be it known that said Scott is hereby released and acquitted from the discharge of said trust - and hereby resigns and gives up said trust to said Smallwood and the said Smallwood is hereby by and with his own consent and by and with the consent of all parties — hereby nominated made and appointed the trustee in and to the said deed of trust and clothed with all the powers rights and hereby undertakes all the duties and liabilities vested in conferred or imposed on said Scott as trustee in and by said deed of trust and the said Enoch W Smallwood hereby accepts the said trust and undertakes to discharge the same as fully and faithfully as said Scott was bound by said original deed of trust to discharge the same

In witness of all which the said James W B Hutchins Charles P. Scott John H H Claiborne and Enoch W Smallwood hereto set their hands and affix their seals

John H H Claiborne (Seal)
J W B Hutchins (Seal)
Chas. P Scott (Seal)
E W Smallwood (Seal)

A. Hill
M. A. Garrett

State of Mississippi
Madison County } Personally appeared before me Thos. S. Salmon Justice of the peace for said county the before mentioned M. A. Garrett the subscribing witness to the foregoing deed who being first duly sworn deposeth and said that he saw the above named John H. H. Claiborne J. W. B. Hutchins Charles P. Scott and E W Smallwood whose names are subscribed thereto sign seal and deliver the same as their act and deed for the purpose therein mentioned that he this deponent subscribed his name thereto in the presence of said parties on the day and year therein said

Given under my hand and seal this 16th day of August 1839.

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

Ebenezer H. Dinne
Deed
Reuben B. Ricketts

Received for record August 14th 1834
and recorded the 23. Aug AD 1834

Williamson & Young
deed
G. H. Fitzgerald

Received for record August 8th 1839
and recorded August 22nd 1839

This indenture made and entered into
on this the first day of May 1839 by and between Russell M.
Williamson and Lebanon P. Young of the first part and Gerrill H.
Fitzgerald of the second part all of the county of Madison and
State of Mississippi Witnesseth that whereas on the 9th day of May 1836
David F. McCarty and Ruth McCarty made their certain deed of trust
by which they therein conveyed to the parties of the first part certain
property in said deed specified for the purpose of securing the payment
of certain bills of Exchange in said deed of trust described which
said deed of trust is hereto annexed and made part of this deed and
the property in said deed of trust having been sold by the parties of the
first part as the trustees in said deed in pursuance of the provisions of
said deed on the day of the date hereof to the party of the second part
who was the highest and best bidder for the sum of four thousand
four hundred and fifteen dollars Now in consideration of the power
vested in the said party of the first part by said deed of trust and
of the said sale so made aforesaid and the payment of the said
sum of four thousand four hundred and fifteen dollars the receipt
whereof is hereby acknowledged and the said parties of the first part have
this day given granted bargained sold and conveyed and by these
presents do hereby give grant bargain sell and convey to the said
party of the second part the following property to wit the SW Quarter
of Section 23. Township 8. Range 3. west. SE Quarter of Section 22, Township
and Range and the following negroes to wit Sam 20 James 18 Ned
29. Anthony 19. Betty 23. Dilly 14 Sofie 36 Hagar 31 Rhoda 15
Stephen 29. Fielding 20. being the same property specified in said
deed of trust to have and to hold the aforesaid land and negroes
to the only proper use benefit and behoof of the said Gerrill H.
his heirs and assigns forever and the said Russell M. and Lebanon P.
doth hereby and herein covenant to and for themselves and
their heirs that they will forever warrant and defend the title
in and to the before described tract of land and negroes to
the said Gerrill H. and his heirs against the claim or claims of
all and every person or persons so far as they may or can do by virtue
of the power vested in them as Trustees as aforesaid
but no further

In testimony whereof the parties of the first part
have hereunto set their hands and seals on the
day and date above

R. M. Williamson (Seal)

L. P. Young (Seal)

State of Mississippi Madison County } Personally appeared before me William Vannerson acting Justice of the Peace for said County the within named Russell M Williamson and Charles P. Young who acknowledged that they Signed Sealed and delivered the foregoing and within deed as their act and deed. On this day the 19th day of May 1837.

Given under my hand and seal this day and date above written

Wm Vannerson (Seal)

G. H. Fitzgerald
Deed
Charles P. Young.

Received for record August 8. 1837
and recorded August 22. 1837.

This indenture made and entered into this first day of May Eighteen hundred and thirty seven between Garrett H. Fitzgerald and Mary his wife of the first part & Charles P. Young of the second part all of the County of Madison and State of Mississippi witnesseth that the said party of the first part hath this day for the consideration of fourthousand four hundred and fifteen dollars in hand paid the receipt of which is hereby acknowledged the said parties of the first part bargained sold and conveyed and do hereby bargain sell and convey unto the Said party of the second part the following described lands lying and being in the County aforesaid to wit the South west Quarter of Section twenty three Township eight of Range three west, and the South East Quarter of Section twenty two Same Township and Range containing in all three hundred and twenty acres More or less

And the following named negroes to wit Sam aged 21 years Ned twenty Seven years. Anthony nineteen years Nelly twenty three years Dilly fourteen years Bess thirty six years. Hagar thirty one years Rhody sixteen years Stephen twenty nine years and Fielding twenty years old To have and to hold unto the part of the second part his heirs and assigns forever and the said parties of the first do hereby warrant and defend the title of the aforesaid land and negroes unto the said party of the second part their heirs and assigns forever against the claims of all persons whatever In Testimony whereof the parties of the first part have hereunto set their hands and seals the day and year above written

G. H. Fitzgerald (Seal)
Mary Fitzgerald (Seal)

State of Mississippi } Personally appeared before me, M. Warren
Madison County } Court } an acting Justice of the Peace for said County
the within named G H Fitzgerald who acknowledged that he signed
sealed and delivered the foregoing and within deed as his act and deed
on the day and year therein mentioned. Also appeared at the same
time and place the within named Mary Fitzgerald the wife of said
G H Fitzgerald who after being examined separate and apart from her
said husband acknowledged that she signed sealed and delivered
the within and foregoing deed freely and voluntarily without any fear
threats or compulsion by her said husband
Given under my hand and seal this 19th day of May in the Year
1839.

M. Warren (L.S.)

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William Lawson
Deed
Isaac L. Pennington } Received for record July 29. 1837 and duly
Recorded August 29. 1837

This indenture made and entered into the
Twenty Sixth day of July Anno domini Eighteen hundred and
thirty Seven between William Lawson and Sarah Lawson his wife
the party of the first part and Isaac L. Pennington the party
of the Second 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 One hundred and fifty dollars
to them in hand paid by the said Isaac L. Pennington party of the second part at
and before the ensealing and delivering of these presents the
receipt whereof is hereby acknowledged have this day bargained
granted and sold and by these presents do grant bargain sell
alien and deliver unto Isaac L Pennington the party of the
second part the following tract or parcel of land lying
and being in Madison County and State of Mississippi
to wit The west half of the north East Quarter of Section Number
twenty Six in Township number Twelve of Range nine East
Containing 79 $\frac{80}{100}$ acres To have and to hold unto him the
said Isaac L. Pennington in fee simple and to his heirs
Executors Administrators and assigns forever against them
the said party of the Second part and against all and every
person lawfully claiming or to claim the same by, through or under
the said party of the first part and their heirs and assigns
In testimony whereof the said party of the first part have
hereunto set their hand and seals on the day and year above
written

William Lawson (Seal)

Sarah Lawson (Seal)

The State of Mississippi } personally appeared before me
Madison County } William Riley clerk of the Probate
court of said county William Lenson who acknowledged
who acknowledged that he signed sealed and delivered
the above deed as his voluntary act and deed.
Also appeared at the same time Sarah Lenson his wife
who being examined by me separate and apart from her
husband acknowledged that she signed sealed and delivered
the same freely and voluntarily as her act and deed
without the fear threats a compulsion of her husband
Given under my hand and official seal
(L S) July 12. 1839

Will Riley clk

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Jno. Caldwell
Title bond
Mary Caldwell

Received this 18th and recorded on the 22nd day of August 1839

State of Mississippi Madison County
Know all men by these presents that I, Jno Caldwell of the county and State aforesaid do firmly bind myself to Mary Caldwell her heirs Executors Administrators and assigns in the penal sum of Eleven thousand dollars for which payment well and truly to be made I bind myself my heirs Executors Administrators and assigns firmly by these presents Signed Sealed and delivered this this 18th day of July 1839
The condition of the above obligation is such that the said John Caldwell do bind himself his heirs Executors Administrators and Assigns to make and convey to Mary Caldwell a free and sufficient deed on the receipt of the last payment or at any suitable time thereafter to a tract or parcel of land lying and being in the county and State aforesaid being the E½ of N.W.¼ Section no thirty two Township no 8 Range no 3 East Also the North ½ of S.E.¼ Section twenty five Township 8 Range 2 East Also the East ½ of S.E.¼ Section 30 Township 8 Range 3 East Also the west ½ of N.E.¼ of Section 31 Township 8 Range 3 East Also the East ½ N.W.¼ of Section 2 Township 7 Range 2 East Also the East ½ of N.E. Qrth of Section 36 Township 8 Range 2 East containing 440 acres the condition of the above obligation is such that if the above bound Jno Caldwell so soon as he receives full payment for the aforesaid land or at any suitable time thereafter shall make at the request of the said Mary Caldwell

The state of Mississippi Madison County
Contract & Title bond
Mary Caldwell
Jno Caldwell
Filed this 10th day of May 1838

his heirs or assigns will execute and acknowledge or cause to be done all and every such act or acts deed or deeds or assurances which be necessary of conveying or confirming unto the aforesaid Mary Baldwin her heirs or assigns a good and sufficient estate of inheritance in fee simple of the described tracts or parcels of land the said Mary Baldwin to have and to hold the said tracts or parcels of land shew the above obligation to be void or else to remain in full force and virtue

Signed sealed and delivered the day and date above written

The State of Mississippi } Rob Baldwin
Madison County } Personally appeared before me William Riley Clerk of the Probate Court of said County Rob Baldwin who acknowledged that he signed sealed and delivered the within bond for title as his voluntary act and deed on the day and year therein mentioned

Given under my hand and seal of said Court on the 18th day of August 1837
William Riley Clerk

James McCarley
Deed
A. W. P. McGimpsey

Received for record August 4th 1837 - and duly recorded August 22 - 1837

This indenture made and concluded the 19th day of May in the year of our Lord One thousand Eight hundred and thirty seven between John W. P. McGimpsey of the one part and James McCarley and Eliza E. McCarley his wife of the other part all of the County of Madison and State of Mississippi Witnesseth that whereas the said John W. P. McGimpsey and Martha his wife Executed a bond bearing date the 26th day of December 1835 and acknowledged before William Riley Clerk of the Probate Court of Madison County by the said McGimpsey on the 3 day of January 1836 and recorded in the said Clerks office on the day & year last mentioned in which bond the said McGimpsey and wife agreed to convey the lands in said bonds described to the said McCarley upon the said McCarley's paying up and discharging fully and completely three several notes of hand Executed by the said McCarley to the said McGimpsey for the sum each of five thousand two hundred and twenty six dollars and sixty six cents amounting in all to the sum of fifteen thousand six hundred and seventy nine dollars and twenty eight cents and whereas the said McCarley and McGimpsey concluded to rescind and make null and void said agreement

Now in consideration thereof and in consideration of the said McGuffey surrendering to the said Wyley all of said notes given as the consideration for said land we the said James Wyley and Eliza E Wyley his wife have released relinquished and forever quit claimed and by these presents do release relinquish and quit claim unto the said John W. P. McGuffey his heirs and assigns all the right title and interest which the said James ~~E~~ McGuffey Wyley and Eliza E Wyley claiming of in and to the lands in said bond mentioned

In witness whereof we have hereunto set our hands and affixed our seals

A West — James W Wyley (Seal)
Thos H Gillespie
Andrew J Gillespie — Eliza E Wyley (Seal)

The State of Mississippi } before me Jerome D Livingston
Madison County } Clerk of the circuit court in and for said County personally appeared James W Wyley and Eliza E Wyley his wife and acknowledged the signing sealing and delivering of the foregoing deed to be their and each of their act and deed

The said Eliza E Wyley being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the said deed without the fear threats or coercion of her said husband

Given under my hand and seal of said Court this fifth day of August in the year of our Lord one thousand Eight hundred and thirty seven

J. D. Livingston clk

W. H. Martin
Deed
James S. McCaleb

Received for record the 22 March 1837 and recorded Aug 30th 1837

This indenture made this first day of February in the year of our lord Eighteen hundred and thirty seven between William H Martin and Mary his wife of the County of the State of Mississippi and County of Attala of the one part and James S McCaleb of the other part witnesseth that the said William & Mary for and in consideration of the sum of

fifty thousand three hundred and twelve dollars and Eighteen cents to them in hand paid at and before the sealing and delivering of these presents the receipt whereof is hereby acknowledged hath granted bargained sold aliened enfeoffed released conveyed and confirmed and by these presents do grant bargain sell alien enfeoff release convey and confirm unto James S. McCabe all that tract of land lying in Madison County Ohio The north west Quarter of Section Seventeen in Township Eight of 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 Sixteen in Eighteen in Township Eight of Range One west Also the north east Quarter and south west Quarter of Section Eighteen Township Eight Range One west being the one half of the aforesaid tract of land and containing about four hundred and thirty six acres and fifty Eight hundredths of an acre As also all the hogs horses cattle sheep farming utensils corn fodder & the said Martin having an interest of one half in the same as also the undivided interest of the said Martin in and to the following negroes to wit. Sam Alie Sam Lim Jerry Joe Palmira Maria Pleasant Lucy Laura Clarissa Liberty Sylvia little Lorin Lela Mary Malinda George Peggy Louisa Martha Robin Indiana Howard Albert Pius Tilla George Jimmy Amy Violet Lilla Mary Harriet Big Drew Noah Liz Harriet Dennis Isaac Henry Dolly Jack Sam Big Joe Sylvia Marah Madison and child Lucy Sarah Creton McTaylor Isaac Albert Lemuel Francis David Josiah Lucy ann Eddy and child together with all and singular the appurtenances to the same belonging and all the right title and interest of the said William & Mary of in and to the aforesaid land and premises as also all our stock hogs horses farming utensils &c to have and to hold the aforesaid land and personal property herein mentioned to the said James S McCabe his heirs and assigns to the only proper use and behoof of the said James S McCabe his heirs and assigns forever

In testimony whereof the said William & the said Mary have hereunto set their hands and affixed their seals the day and year first above written

Wm H Martin (Seal)

Mary M Martin (Seal)

State of Mississippi } Personally appears before the
Claiborne County Court } Subscriber Thomas G. McIntyre Judge
of Probate in and for Claiborne County William H. Martin
who acknowledged that he signed sealed and delivered the
foregoing and annexed instrument of writing as his act and
deed and that the land negroes and personal property therein
mentioned are the right title interest and Estate of James S.
McCaleb therein mentioned at the same time also per
sonally appeared Mary W. Martin party to said deed and
wife of the said William who being seperately examined
apart from and out of the hearing of her said husband
acknowledged that she signed sealed and delivered
the within deed as her voluntary act and deed and
that the lands negroes and other personal property
therein named are the right title interest and Estate
of James S. McCaleb without being induced thereto
from threats or fear of ill usage from her said husband

Given under my hand and seal this first day of
February Anno domini Eighteen hundred and thirty seven.

T G McIntyre (SEAL)
Judge of Probate

State of Mississippi } I John Witherow clerk of
Madison County S.S. } the Probate Court in and for said County do hereby certify
that Thomas G. McIntyre Esqr 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 the 3d day of February in the
year of our Lord One thousand Eight hundred
L S and thirty Seven and 61st year of American
Independence

Witherow clk

Kilbeck Mason
Deed in trust.
Alex. T. Rogers

Received for record the 24th day of August and recorded the 31. day of Aug. AD 1839

Know all men by these presents that I Kilbeck Mason have this day given granted bargained and sold unto Alex T. Rogers two negro slaves for life to wit Bill aged twelve and Jenny aged twenty years &c to have and to hold the same unto him and his heirs forever In trust nevertheless to secure the following uses and purposes to wit that whereas a certain draft drawn by a A.T. Rogers Air Mess. Lee Hudson & Co. of New Orleans and accepted by them for the sum of Twelve hundred and Seventy Seven dollars dated on the 10th January 1836. and which was due on the 13th March 1837 and not paid and for which the said Rogers is now liable and whereas the said Mason is indebted to the S. Rogers in consideration thereof his agent to assume and pay a portion of the S. Rogers to wit the sum of Seventeen hundred and Seventy four dollars — and being desirous to secure S. Rogers against any liability for so much as he has assumed to Seventeen hundred and Seventy four dollars Now therefore should the S. Mason fail to make provision for and pay the same and the said Rogers become liable therefor and have the same to pay by reason of his being drawer or acceptor thereof and in that case the said Rogers shall proceed to sell the negroes above conveyed first giving thirty days notice of the time and place of sale in some newspaper of the County Town to the highest bidder for cash or credit and shall pay and reimburse to himself the said sum of Seventeen hundred and Seventy-four dollars with the costs and damages thereon incurred and paid by him the said Rogers by reason of the failure of said Mason to provide for or pay the same and any overplus of any remain shall be paid over to the S. Mason But should the S. Mason pay or provide for so much of said draft as to take up the same by substituting his own paper then the return of sale and said shall be void otherwise of force effect and virtue in law

In testimony whereof I have hereunto set my hand and seal this Twenty Eighth day of April 1839

Kilbeck Mason (Seal)

State of Mississippi, Personally appeared before me Samuel Hendrson Madison County Set. 3 Justice of the Peace of said County and State the above named Kilbeck Mason who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act & deed

Given under my hand and seal this 30. th day of June AD 1839

Samuel Hendrson (Seal)

Joseph W Harper
Power Atty.
Thomas J Harper

Received for record May 4 1837 and Recorded August 31, 1837

Know all men by these presents that I. Joseph W Harper of the County of Dinwiddie and State of Virginia trustee in certain Marriage Articles of agreement Entered into by Jacob Bransford decd late of the County of Cumberland and State aforesaid and Ann M Collins late of the County of Dinwiddie State aforesaid (now Ann M Bransford of the County of and State of Mississippi) bearing date the 22 day of October 1831 and duly recorded according to law have constituted ordained and appointed and by these presents do ordain constitute and appoint my brother Thomas J. Harper of the County of Warren and State of Mississippi my true and lawful attorney for me and in my name to transact all and every necessary duty appertaining to me as trustee aforesaid for me and in my name to do and perform all and every thing needful to carry the to full and legal effect the intentions of the parties to contracting in the articles of agreement aforesaid hereby ratifying & confirming whatever my said Attorney shall do and perform in and about the premises aforesaid as fully and effectually as I were personally present. doing the same

In testimony whereof I have hereunto set my hand and seal this 3rd day of May 1837

W Harper (Seal)

State of Virginia
Dinwiddie County, to wit: This day Joseph W. Harper personally appeared before me a Justice of the Peace in and for the County aforesaid and acknowledged the above letter of attorney to be his act and deed

Given under my hand this 4th day of May 1837

Hamilton R Heath (Seal)

State of Virginia
Dinwiddie County, to wit: I John P Crump Clerk of Dinwiddie County in the state of Virginia aforesaid do hereby certify that Hamilton R Heath whose name is subscribed to the foregoing certificate is one acting Justice of the peace in and for the said County duly commissioned and Qualified and that fair faith and credit are to be to his official acts as such

Jno P Crump C.D.C

State of Virginia } I. S. McElwee in the absence of Robt
Dinwiddie County, Towit } Bennett Presiding Magistrate of Din
widdie County in the State of ~~Mississippi~~ Virginia do hereby certify
that John B. Crump who hath given the foregoing certificate is
Clerk of said County and that his attestation is in due form
Given under my hand this 14th day of May 1839

Hezekiah McElwee J.P.D.C.

77

Alfred Noble
deed
Green Andrews

Received for record August 28th 1839
and recorded September 1st 1839

This indenture made the third day of July in
the year of the Christian Era One Thousand Eight hundred and
thirty Seven between Alfred Noble of the parish of Concordia
State of Louisiana and Ann H. P. Noble his wife of the first part
and Charles B. Green and John G. Andrews both of the County
of Madison State of Mississippi of the other part witnesseth
that the said Noble and Ann his wife for and in consideration
of the sum of two hundred and ten dollars to him in hand paid
by said Green & Andrews at and before the sealing and delivering
hereof the receipt whereof they do hereby acknowledge and therefrom
against and forever discharge the said Green & Andrews their heirs
executors and administrators by these presents have granted bargained
sold aliened enfeoffed released conveyed and confirmed and
by these presents do grant bargain sell alien enfeoff release convey
and confirm unto the said Green and Andrews their heirs and assigns
the following described lot of land bounded as follows to wit beginning
at the S E corner of Section no twenty two in Township no
Seven Range no two east Choctaw district from thence run
ning due north with the Sectional line twenty five lin to a stake
and Marked XIX for a corner thence due west twenty four poles
to a stake for a corner thence due south twenty four poles for a corner
standing on the line between said Section and Section twenty seven
and from thence due east following the Sectional line twenty four
poles to the beginning corner containing two acres and one half"
Together with all and singular the improvements waters woods
rights liberties privileges hereditaments and appurtenances whatso
ever thereunto belonging or in any wise appertaining and the
reversion and remainders rents issues and profits thereof and also
all the estate right title property claim and demand whatsoever
of them the said Noble and wife of in to or out of the same
To have and to hold the said lot of land hereditaments and ~~appurtenances~~
premises hereby granted or mentioned or intended so to be

with the appurtenances unto the Said Green & Andrews as tenants in Common and not as Joint Tenants their heirs and assigns to the only proper use and behoof of the said Green & Andrews their heirs and assigns forever.
And the said Noble for himself his heirs Executors and Administrators doth Covenant promise and agree to and with the said Green & Andrews their heirs and assigns by these presents that he the said Noble and his heirs the said above mentioned described tract or lot of land hereditaments and premises hereby granted or mentioned or intended to be, with the appurtenances unto the said Green and Andrews their heirs and assigns against him the said Noble and his heirs and against all and every person and persons whomsoever lawfully claiming and to claim shall and will warrant and forever defend by these presents. and the said Noble for himself & his heirs doth further Covenant promise and agree to and with the said Green & Andrews their heirs Executors Administrators & assigns that he the said Noble is lawfully seized and possessed of said lot of land hereditaments and premises and that he hath full power and lawful authority to alien bargain transfer and convey the same in fee simple in manner form and effect as herein before set forth=
And the said Noble and Ann his wife for and in consideration of the sum aforesaid do further grant bargain sell alien enfeoff release convey and confirm unto the said Green and Andrews their heirs and assigns "the right of a road from the north west corner of the lot herein before conveyed to the post road or public highway at or near richland Post Office said road to be at least thirty feet wide and to run the following courses beginning at the north west corner of said lot and running from thence north twenty one degrees west twenty one perches and twelve links to a Black Jack marked thus X then due north to the line between said Noble and Gideon Bays. Thence following said line the road running of said noble land to a lot belonging to Calvin Burnes then following the lot line around said lot of Noble land to said post road or public highway said road to run on the westerly side of the corner herein before mentioned till it strikes the line between Noble and Bays. To have hold and enjoy the said right of way as herein set forth unto said Green & Andrews as tenants in common their heirs Executors Administrators and assigns forever and the said Noble for himself his heirs & doth Covenant promise and agree to and with said Green & Andrews their heirs & that said road shall remain open and ~~unencumbered~~ unobstructed by him or his heirs or assigns—

for the use benefit and consciences of the Said Green & Andrews their heirs Executors Administrators and assigns forever
In Testimony whereof the Said Alfred Noble and Anne his wife have hereunto set their hands and affixed their Seals on the day & year first above written

Signed Sealed and delivered
in presence of Mendoit M Kinnon

Alfred Noble (Seal)
Ann H. P. Noble (Seal)

State of Mississippi personally before the undersigned One of Madison County 3 the, acting Justices of the peace for Said County appeared the above named Alfred Noble and Ann H. P. his wife the Said Noble did acknowledge that he Signed Sealed, and delivered the foregoing deed on the day therein mentioned to the Said Green & Andrews. as his Voluntary act and deed for the uses and purposes therein Specified

And the Said Ann H. P. Noble being Examined by me Sepa=rate and apart from her Said husband did acknowledge that she Signed Sealed and delivered Said deed on the day and therein mentioned to the Said Green & Andrews as her voluntary act and deed for the uses therein Specified without any threats compulsion or persuasion of her Said husband.

Given under my hand and Seal this 6th day of July A.D. 1837
Charles Moore JP (Seal)

Sylvester Pearl
Deed Trust
Dyer Pearl et al

Received and recorded on this Sept 1. 1837

This indenture made the thirteenth day of March in the year of our Lord one thousand Eight hundred and thirty Seven between Sylvester Pearl of the County of Lowndes in the State of Mississippi of the first part Dyer Pearl of the County of Davidson in the State of Tennessee of the Second part and William Downing, Robert Weaver, Gordon Boyd and Henry McKenzie Armstrong, Hodges and John B. Jones all of the County of Lowndes except Gordon Boyd who is of the County of Noxubee in the State of Mississippi of the third part, Witnesseth that the said party of the first part hath for the consideration herein after named hath given granted bargained sold transferred assigned set over Conveyed and confirmed and by these presents doth give grant bargain and sell transfer assigns set over convey and confirm unto the said party of the the third part their heirs Executors Administrators and assigns, that certain piece or parcel of ground lying and being in the town of Columbus in the County of Lowndes in the State of Mis=sissippi

Known and designated in the plan of said town as part being a part of Lot number four in Square number two north of Main Street bounded as follows to wit beginning at the east corner of said lot number four on main Street running thence west with said Street twenty four feet thence north one hundred and sixty six feet thence East or parallell with said Street twenty four feet thence South one hundred and sixty six feet. to the beginning Also another certain piece or parcel of ground lying and being in the Town of Columbus. aforesaid being a part of lot number five in Square number two north of main Street and bounded as follows to wit. beginning with the forty fifth foot west from the corner of main Street and market Street running thence westerly twenty two feet thence northerly sixty feet thence easterly twenty two feet thence sixty feet to the beginning together with all the buildings appurtenances and improvements unto the said bargained premises belonging or in any wise appertaining and also all the estate title and interest Term of years yet to come and unexpired and right to a renewal thereof forever To have and to hold the said aforementioned premises and appurtenances unto the said party of the third part their heirs Executors Administrators and assigns for and during the term of ninety nine years from the first day of August 1821 irrevocable forever they the said party of the third part their executors administrators or assigns rendering and paying to the ~~Trustees of the~~ Town President and Trustees of Franklin Academy Yearly the rent due and payable thereon and the said party of the first part covenants and agrees to and with the said party of the third part and to and with each of the said persons of the third part and each of their Executors Administrators & assigns that he will warrant and defend the above bargained premises unto the said party of the third part their Executors Administrators and assigns against all claims whatever

This indenture further witnesseth that the said party of the first part and of the second part for the consideration hereinafter mentioned have given granted bargained and sold aliened enfeoffed conveyed and confirmed and by these presents do give grant bargain and sell alien enfeoff convey and confirm unto the said party of the third part their heirs Executors Administrators and assigns the following lands lie in the State of Mississippi and known and designated on the public surveys as follows (to wit) the west half of section twenty one Township nineteen north range thirteen east, the south east Quarter and east half

of the South west Quarter of Section nine the north east Quarter of Section four the South half Section of Section three The north east quarter of Section Ten all in Township nineteen north Range thirteen east The west half of the South west Quarter of Section twenty nine in Township Eleven north Range thirteen east The South west Quarter of Section nine The South east Quarter and north west Quarter of Section Eight Township Seventeen north Range Thirteen East. The west half of the South east Quarter of Section twenty Seven Township Twelve north Range Twelve East The west half of the north east Quarter and the west half of the South east Quarter of Section Ten Township fourteen north Range Eleven East. The west half of the north west Quarter of Section Seven Township Thirteen north Range Eleven East. The west half of the north east Quarter and the west half of the South east Quarter of Section thirty Township fifteen north Range fourteen East. The South west Quarter of Section thirty two Township nine north Range Seventeen East, the East half of the north west Quarter of Section Twenty one Township Eighteen north Range Eight East. The South west Quarter of Section fourteen the west half of the north west Quarter of Section thirty five the north half of Section thirty four the East half of the north east Quarter of Section twenty two The East half of the South East Quarter of Section fifteen the west half of the north East Quarter of the West Quarter of Section twenty five the West half of the South East Quarter and the South west Quarter of Section twenty five the north west Quarter of Section twenty three the north half of Section Ten the East half of the South East Quarter and west half of the South west Quarter of Section twenty Six the north East Quarter and the East half of the north west Quarter of Section twenty Six the East half of the north East Quarter and the South half Section twenty four the west half of the north East Quarter and the East half of the north west Quarter and the East half of the South west Quarter of Section twenty one the South East Quarter of Section twenty Seven Township thirteen Range five East. The west half of the north west Quarter of Section one the west half of the north East Quarter of Section Eleven the west half of the ~~north~~ South East Quarter of Section two The east half of the north East half of the north East Quarter and the East half of the South East Quarter of Section thirteen the South west Quarter of Section nineteen. The west half Section the South East Quarter of Section fourteen The East half of the north East Quarter of Section fifteen The East half of the north west Quarter of Section thirty all of Township twelve north Range five East. The south East Quarter of Section thirty one Township fourteen north Range Eleven East. The South west Quarter of Section four Township Eight north Range nine East. The South East Quarter of Section thirty one and South west Quarter of Section thirty two all of Township Eleven north Range Seven East. The west half

of the north west Quarter of Section twenty three Township Thirteen north Range Ten East the west half of the north west Quarter of Section Eight. The East half of the north East Quarter of Section twenty nine the west half of the north East Quarter and East half of the north west Quarter and East half of the South west Quarter and west half of the South East Quarter of Section twenty three all of Township nine north Range Ten East. The South East Quarter of Section twenty the West half of the South east Quarter of Section five the east half of the north west Quarter of Section twenty nine Township nine north Range Seven East the west half of the South west Quarter of Section Seventeen the north East Quarter and the East half of the South East Quarter of Section Eighteen all in Township Ten north Range Eight East the west half of Section thirty four in Township twenty north Range Eleven East. The South the South East Quarter of the north East Quarter and west half of the South west Quarter of Section Six Township nine north Range Eleven East. The East half of the South west Quarter and the north west Quarter of Section thirteen Township Eight north Range Ten East the East half of the South west Quarter and South west Quarter of Section thirty three the west half of the South East Quarter and South west Quarter of Section thirty two Township fourteen north Range Eleven East. The west half of the north west Quarter of Section fourteen Township thirteen north Range Ten East the north half and the South East Quarter of Section twelve Township fourteen north Range Eight East the west half of the north ~~East~~ West Quarter and the west half of the South west Quarter of Section Seven Township fourteen north Range nine East. The north west Quarter of Section four Township thirteen north Range Eleven East. The East half of the north west Quarter of Section thirty five Township nine north Range Seven East. together with all improvements and appurtenances unto the said bargained premises belonging or in any wise appertaining to have and to hold the above bargained premises and appurtenances unto the said party of the third part their heirs Executors Administrators and assigns in fee simple And the said parties of the first and second part doth for themselves jointly and severally and for their heirs Executors and administrators covenant and agree to and with the said party of the third part and to and with each of the said persons of the third part and each of their heirs Executors Administrators and assigns that they the said parties of the first and second part will jointly and severally

warrant and defend the above bargained premises unto the said party of the third part to their heirs Executors administrators forever.
This indenture is made for and in consideration paid in bills of Exchange hereinafter mentioned by the said persons of the party of the third part to the said parties of the first and second parts in manner following, viz. William Coursey one of the persons of the party of the third part prior at and before the Execution of these presents in lieu of Exchange drawn by Pearce Gay & Co on Sumner & Lewis for the sum of five thousand dollars. and accepted by the said Sumner and Lewis due the 8th February 1837. Robert M. Carr pays to said parties of the first and second part in lieu of Exchange drawn by Pearce Gay & Co on Sumner & Lewis and accepted by said Sumner & Lewis for seven thousand five hundred dollars and Jordan D Boyd and Henry M. Hunt pays to the said parties of the first and second part a Bill of Exchange drawn by Pearce Gay & Co on Sumner & Lewis and by them accepted for the sum of six thousand dollars due 16th February 1837. Armstrong & Hodges pays to the said parties of the first and second part a Bill of Exchange drawn by Sylvester Pearce on Sumner & Lewis and by them accepted for the sum of five thousand dollars. due 17. February 1837. each of the aforesaid Bills of Exchange is paid over to the said parties of the first and second part and before the sealing and delivery of these presents the receipt whereof the said parties of the first and second parts do hereby acknowledge. John B Jones Executes and delivers to the said parties of the first and second parts his bond of even date with these presents whereby he binds himself to pay over to the said parties of the first and second parts in a reasonable time after Maturity the following x. Bills of Exchange viz one drawn by Sylvester Pearce on Sumner & Lewis for ten thousand dollars and by them accepted due the 8th of April 1837. One drawn by Sylvester Pearce on Dyer Pearce and by him accepted for six thousand dollars due 2 March 1837. and one drawn by Sylvester Pearce on Dyer Pearce for and by him accepted for five thousand dollars due 15th March 1837. and Robert M. Carr Executes and delivers his bond bearing even date with these presents presents whereby he binds himself to pay over to the parties of the first and second parts in a reasonable time after Maturity a bill of Exchange drawn by Sylvester Pearce on Dyer Pearce for three thousand six hundred dollars due 7th March 1837. and by said Dyer Pearce accepted The said parties of the first and second parts being liable and responsible upon said bills the first party as drawer and the second party as acceptor of several of them as above mentioned to the said persons of the party of the third part as the payees or first ~~[illegible] of said~~ endorsers of said bills respectively

they the said parties of the first and second parts do hereby acknowledge the receipt of the above mentioned bills of Exchange and the above mentioned bond of the said John B Jones and the above mentioned bond of the said Robert McCann as a full Complete and perfect Satisfaction and Consideration of and for the above bargained premises and the said parties of the first and second parts do hereby also acknowledge the receipt of the said bills of Exchange and of the said bonds It is understood by the parties to this indenture that the above bargained premises are rated at the following prices to wit the first piece of property above mentioned as being in the Town of Columbus. at Ten thousand dollars the second of five thousand and the bonds above mentioned Conveyed by the said parties of the first and second parts at thirty thousand dollars In Testimony whereof the said parties have hereunto set their hands and seals the day and year above written

Signed sealed and delivered in presence of Ridley Smith
Rich: Graves

Sylvester Pope (Seal)
Dyer Pope (Seal)
M. Downing (Seal)
John B Jones (Seal)
G. L. Boyd (Seal)
Robt McCann (Seal)
A. J. Hodges (Seal)
H. M. Hunt (Seal)

The State of Mississippi
Lowndes County } I Robert D Hayden Clerk of Probates for said County do hereby certify that Sylvester Pope Dyer Pope M. Downing John B Jones Gordon L Boyd Robert McCann Armstrong J. Hodges and Henry M Hunt parties to the within and foregoing deed personally appeared before me and acknowledged that signed sealed and delivered the same on the day and year therein mentioned as their act and deed

Given under my hand and seal of Office this 13th of March A D 1853

R D Hayden
Clerk

David R Patrick
Deed
Carruthers, Harris &c

Received for record the 16th Sept 1837 and Recorded September 18. 1837.

This Indenture made and entered into this Seventh day of September in the Year of Our Lord One Thousand Eight hundred and thirty Seven between David R Patrick of the County of Madison and State of Mississippi of the first part and Madison Carruthers and Richard Stokes of New Orleans Louisiana and Allen C Harris of Columbia Tennessee of the second part Witnesseth that for and in consideration of the sum of five thousand dollars in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged the said party of the first part has given granted bargained sold and conveyed and by these presents does give grant bargain sell and convey unto the said parties of the second part and to their heirs and assigns forever a certain lot and parcel of land lying in the County of Madison State of Mississippi known and designated as the W½ S E¼ and S W¼ of Section 28. and E½ S E¼ Section 29. and E½ N W¼. Section 33. all in Township 8 R 1 of Range No 3 East. all containing four hundred acres more or less Together with all the buildings privileges improvements & hereditaments appurtenances thereunto belonging or in anywise appertaining. To have and to hold the said lots of land with all the buildings improvements and appurtenances thereunto belonging as aforesaid unto Madison Carruthers Richard Stokes and Allen C Harris their heirs and assigns forever And the said party of the first part for himself his heirs Executors Administrators and assigns does Covenant and agree with the said Carruthers Harris Stokes and Harris their heirs Executors Administrators and assigns and binds himself by these presents to warrant and forever defend unto the said Carruthers Stokes and Harris their heirs and assigns forever the aforesaid lots and parcels of land with all the buildings improvements & appurtenances as aforesaid against the legal or equitable claim or claims of all persons whatsoever In testimony whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written

David R Patrick (Seal)

The State of Mississippi } Personally appeared before the
Madison County } undersigned Clerk of the Circuit Court of said County David R Patrick and acknowledged the signing sealing and delivering of the foregoing deed to be his proper act and deed Given under my hand and seal of said Court
L S This Sixteenth day of September in the year of Our Lord One thousand Eight hundred and thirty seven

J L Livingston clk

James C Napier
Power of Attorney
William B Martin

Received and recorded Sept. 19, 1837

Canton 29th June 1837

Know all men by these presents that I James C Napier of the County of Madison and State of Mississippi for divers good causes and considerations me hereunto moving. have made ordained authorised nominated and appointed and by these presents do make ordain authorise nominate and appoint Wm B Martin of the County of Madison and State of Miss my true and lawful attorney for me and in my name and for my own proper use and benefit to use my name in signing it to any and every instrument of writing which he may think were addressed to my interest in any way and use and take all lawful ways and means in my name or otherwise for the promotion of the same for me and in my name to make sue and deliver and do all other lawful acts and things whatsoever concerning the premises as fully in every respect as if I My self might or could do were I personally present at the doing thereof.

In Witness whereof I have hereunto set my hand

James C Napier

VVV

Story J. Roberts
Decd Trust
Geo W Grant

Received for record September 9th 1837
and Recorded September 19th 1837

The State of Mississippi
Madison County

This Indenture made and entered into the fourth of September Anno dominii Eighteen hundred and thirty seven between Archibald Story and John C. Roberts of the first part and George J Grant Trustee for Jacob C Groves of the second part Witnesseth that whereas the said Story and Roberts did on the twenty third day of March Eighteen hundred and thirty seven draw their three several promissory notes in favour of said Groves or order the first of said notes for the sum of five thousand two hundred and forty dollars due on the fifteenth day of February Anno dominii Eighteen hundred and thirty Eight the second of said notes for the sum of three thousand two hundred dollars due on the fifteenth day of February Anno Domini Eighteen hundred and ~~forty~~ thirty nine the third of said notes for the sum of three thousand two hundred dollars due on the fifteenth day of February Anno Dominii Eighteen hundred and forty Now for the more fully to secure the payments of the said several promissory

notes at the times they shall severally fall due and for and in Consideration of the sum of One dollar to them in hand paid by the said Grant Trustee as aforesaid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged they the said Story and Roberts have granted bargained sold and conveyed and do by these presents grant bargain sell and convey unto said grant Trustee as aforesaid a certain tract or parcel of land situated being and lying in the County and State aforesaid more fully described as being the entire South west Quarter of Section Number twenty six the north west Quarter and the West half of the north East Quarter of Section number twenty six the West half of the South East Quarter of Section Number twenty three and the East half of the south west Quarter of Section number twenty three Township Number six north Range five East To have and to hold said premises and every part and parcel thereof together with all and singular the appurtenances thereunto in any wise belonging unto the said grant Trustee as aforesaid his heirs and assigns forever upon the following trust to wit that if the said Story and Roberts shall fail to pay taxes or assess by fixed settlement the said several promissory notes or any or either of the said several promissory notes when they severally become due then and in that case the said grant Trustee as aforesaid shall take possession of the premises before described which premises he at that time and after the due execution of this deed shall have and remain in the possession of the said Story & Roberts and the said grant Trustee as aforesaid after giving thirty days in some convenient and suitable newspaper published in the County aforesaid offer the said premises aforesaid at public sale in Williamstown to the highest bidder for cash and of the proceeds shall pay to the said Grover sufficient of so much shall be made from said sale to satisfy him the amount of the note together with interest and costs for the same to pay which the premises may have been sold and in case the said Grant Trustee as aforesaid should die decline or otherwise become incompetent to execute the trust herein mentioned then the said Grover shall always have the power to appoint an other to act in his stead as fully as the said Grant is hereby empowered to act, and the said Trustee who may thus be by virtue of the above premises shall have power to make proper 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 first above written

A Story (Seal)
J C Roberts (Seal)
G. S. Grant (Seal)

The State of Mississippi } Personally appeared before the under
Madison County } signed Justice of the peace in and for
said County Jno C Roberts 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 fourth day
of September Eighteen hundred and thirty seven

Allen VanVacter JP (Seal)

The State of Mississippi }
Madison County } Personally appeared before me
George M Coffee a Justice of the peace of said County the
above named A Morey and George S Grant who acknow
ledged the above written Indenture to be their act and deed
desired that the same might be recorded as such according to law
Given under my hand and seal this fifth day of September
Eighteen hundred and thirty seven

George M Coffee JP

W H Sleger & Co
And Trust,
Thos C McDonald

Received for record the 9th September 1837
and Recorded September 20. 1837

This indenture Made and entered
into this Seventh day of September Anno Domini Eigh=
teen hundred and thirty Seven between A. T. Hardy
William H Sleger and Etheldow Wilson of the first part
and Gerard W. Irvine of the Second part all of the
County of Madison and State of Mississippi
Whereas the Said A T Hardy William H Sleger and
Etheldow Wilson are partners in trade in the Town of
Madisonville County and State aforesaid in the business
of Vending and Merchandising in the Course of their said
business have made their two 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. C McDonald R S Hamilton and Jno
H Walker and One other promissory note payable sixteen
months after date the first day of May Anno Domini
Eighteen hundred and thirty Seven for fourteen thousand
One hundred and Ten dollars Endorsed by R S Hamilton
Thos C McDonald and Henry Carleton and whereas
the said R S Hamilton Thos C McDonald Jno H Walker
and Henry Carleton by their said endorsements have
become liable to pay the Second sum of Money on the said

promissory notes respectively mentioned in Case the said A. Handy McMeyer and Ethelon Wilson should fail to pay the same at the time therein respectively specified
Now this Indenture Witnesseth that the said Andrew J. Handy William H. Meyer and Ethelon Wilson for and in consideration of the sum of One dollar to them in hand paid by the said Gerard W. Brown the receipt whereof is hereby acknowledged and also in consideration of the foregoing premises have granted bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said Gerard W. Brown his heirs or legal representatives all that lot or piece of ground lying and being in the town of Madisonville and County and State aforesaid, consisting of comprising all mentioned in an original plan of said Town as Lot No. 164 comprising fifty feet front running back at right angles to Chilicothe Street more particularly described in a deed from John S. Wyatt to William H. Meyer &c; with all the buildings hereditaments and appurtenances thereunto in any wise appertaining To have and to hold the said hereby granted premises hereditaments with the appurtenances unto the said Gerard W. Brown his legal successors and representatives forever In trust however and to the intent and upon the conditions following viz that if the said Handy Meyer & Wilson shall fail to save harmless said McDonald Hunter and Carleton, all legal liabilities costs and expenses consequent from the said endorsements and the said endorsers should compel to pay or make for the said notes or either of them then the said Gerard W. Brown his heirs or legal representatives shall upon request of the said McDonald Hunter Carleton & Walker by writing expressed to sell possession of said lot and after advertising ninety sixty days notice and after complying with the provisions of a deed of this day of seventh day of March Anno Domini Eighteen hundred and thirty seven filed in Probate Court of Madison County Ohio Book E. Pages 410 & 411. as by reference thereto had will more fully appear they shall execute the provisions of the said Trust and in case the said G. W. Brown should die or fail to execute said Trust it is hereby agreed and understood that the said Hunter McDonald Carleton & Walker or either of them shall have full power to nominate or appoint any successor or successors to act in his place and stead for their benefit the said Gerard W. Brown hereby accepts the trust herein specified and covenants to execute them faithfully In Witness whereof said parties hereunto have set their hands and seals A. J. Handy (Seal) the day and year above written

Ethelon Wilson (Seal)
W. H. Meyer (Seal)
Gerard W. Brown (Seal)

State of Mississippi } Personally appeared before
Madison County } the Subscriber a Justice of
the Peace in and for the County and State aforesaid
the above named Andrew S. Hardy & Hesteger and
Otheilon Allison and Gerard Ellis who acknow-
ledged the above Mention Indenture to be their act and
deed and desired the same might be recorded as such
Given under my hand and Seal this 7th day of
Sept Anno domini Eighteen hundred and thirty Seven

Owen A. Wallace J.P. (Seal)

Alfred Noble
Deed of Trust
Fletcher & Hubert. TS

Received for record the 19th and duly
Recorded the 21st day of September 1837

This indenture made and entered into
this the Sixteenth day of March Anno Domini Eigh
teen hundred and thirty Seven between Alfred Noble of
the One part and Isaac B. Sheldon of the other part
se of the County of Madison and State of Mississippi
Whereas the Said Alfred Noble has given to Fletcher &
Hubert his two certain promissory notes in writing
bearing even date herewith Each for the sum of Thirty
two thousand nine hundred and fifty the dollars drawn
in favour of the Said Fletcher & Hubert or Order and ex-
pectively on the first days of April Eighteen hundred and
thirty Eight and thirty nine Now this indenture Witnesseth
that the said Alfred Noble for and in consideration of
the above mentioned premises as well as for the sum of five
dollars to him in hand paid by said before the sealing
and delivery hereof. the receipt whereof is hereby acknowledge
hath granted bargained sold aliened enfeoffed released
Conveyed and Confirmed and by these presents doth
bargain sell alien enfeoff release Convey and Confirm
unto the said I. B. Sheldon his heirs and legal representa
tives all and singular the following described tracts
or pieces of land situate lying and being in the County
of Madison and State of Mississippi Town the South half
of Section number Twenty Eight two Township three
hundred and Twenty acres more or less. Also the
East half of the South East Quarter of Section number
twenty; One and lots number, One two and three in
Section number Twenty seven Containing three hundred
and twenty acres. Containing in all the hundred
and forty acres be the same more or less in Township seven
Range two East.

Together with all and Singular the buildings improvements
woods rights liberties privileges hereditaments and appurtenances
whatsoever thereunto belonging and the reversions and remainders
rents Issues and profits thereof It have and to hold the said
above particularly described tracts or pieces of land hereditaments
and premises with the appurtenances unto the said Samuel R Belden
his Successors and legal representatives to his and their only proper
use benefit and behoof Forever and the said Alfred Noble doth ex
press Sell Transfer and Set over unto the said Samuel R Belden
his Successors and legal representatives the following negro Slaves
Marie and Annie Daughter Henry aged thirty five years Mary
aged twenty Judy aged twenty Eight Ellen aged two years
little Nancy aged fourteen years. Sarah aged five years aged
twenty Mariah aged Eighteen Robert aged Twenty two Dorcas
aged twenty five Nancy aged thirty Eight years Sam
aged fifteen Melissa aged Eleven Sinai aged six Wanna que pom
Pant aged two George aged forty Smithy aged twenty Eight
Hilliard Reddie aged one month. Abram aged thirteen
years Milly aged six Nancy aged four Peter aged fifteen
John aged Seventeen Calvin aged twenty Mead aged nineteen
Caroline aged twenty Eight Margaret aged twenty Melton aged
four Cherry aged aged Eighteen years Barlow aged Four Also
twelve horses on farm Ten yoke work Steers twenty head of hogs
two Ox Waggons all the household and kitchen furniture
farming utensils and other Tools and utensils of every kind
and Sixty head of cattle More or less.

To have and to hold the above property real and personal in
trust however and to the uses intents and purposes and upon
the conditions following to wit that if the said Alfred Noble
shall fail to pay or cause to be paid the said above particu
larly described and recited promissory notes as they shall
respectively become due and payable or within ninety days
thereafter then the said S R Belden shall have full power
and authority at or by the special request of the said Alfred
Noble or Heirs to make sale of the above described tracts of
land appurtenances negroes horses, stock &c upon the premises
first giving ninety days notice by advertising in some news
paper in Madison or some adjoining county of the time
and place of sale and by posting hand bills up in at least
two conspicuous places in the County and the proceeds of the
sale shall first be applied to the payment of whatever of the
above mentioned promissory notes may at the time of sale be
and payable together with interest and also all the costs and
charges incurred in consequence of the said sale and the sur
plus if any shall be paid over to the said Alfred Noble
his heirs or legal representatives.

The State of Mississippi
Madison County
Recorded from all fees this 8th day of August 1859
Given under my hand this 8th day of August 1859
J. Samuel R. Belden Trustee in the within named deed of Trust do hereby acknowledge full and entire satisfaction
for the debts in the within mentioned to be secured thereby and do hereby release and forever discharge the property therein
described back to Alfred Noble or any part thereof.

and in like manner with the other said promissory notes which remains unpaid after it shall have arrived at maturity but if the said promissory notes shall be paid as they respectively become due then the above obligation to be void otherwise to remain in full force and virtue
In testimony whereof we have hereunto set our hands and seals the day and date above written

Alfred Noble (Seal)

S B Sheldon (Seal)

The State of Mississippi }
Madison County } personally appeared before the subscriber a Justice of the peace in and for said county the above named Alfred Noble who acknowledged that he signed sealed and delivered the above and foregoing indenture on the day and date therein written and for the purposes therein mentioned and also the above named S B Sheldon who accepted the foregoing trust as specified in said indenture
Witness my hand and seal this 1st of April 1837

Charles Moore (Seal)

J M Downey Sheriff
Deed
Monroe Allen

Received for record the 24 Sept and Recorded Sept. 22 1837

This indenture made and entered the Eighteenth day of September Anno Domini Eighteen hundred and thirty seven between Samuel M Downey Sheriff of Madison County and State of Mississippi of the first part and Monroe Allen of the County and State aforesaid of the second part witnesseth that whereas on the 28 day of October in the year of our lord Eighteen hundred and thirty six a judgement having been rendered against one Messrs. J. Goff in the circuit court of Madison County in the State aforesaid for one hundred and thirty five and 31/100 dollars ~~costs~~ with interest at the rate of Eight per cent per annum until paid Also the further sum of twenty one dollars 88 1/2/100 dollars costs in favour of J & R Coffman also in the same day of October Anno Domini Eighteen hundred and thirty six in favour of Clark Carpenter Survivor &c. for sixty Eight 68/100 dollars with the same rate percent for interest per annum Also the sum of twenty 66 1/2/100 dollars costs on the same day of October Anno Domini

Eighteen hundred and thirty six in favour of John K Elder for the use of &c for the sum of One hundred & ninety 7/100 Dollars at the same rate per cent interest per annum also the sum of ~~fifty~~ twenty one 54/100 dollars costs and a writ of fieri facias having been issued from the Office of the Clerk of the Circuit Court of said County commanding the Sheriff of said County that of the goods and Chattles lands and tenements of the said Moses S Goff that he cause to be made the aforesaid sums with interest at the rate of Eight per cent per annum ~~and~~ costs and a bond having been given by the said Moses S Goff for the delivery of certain property at the Court house in Canton to satisfy the above mentioned Judgements and costs with John Sides security which bond was forfeited by the said Moses S. Goff and John Sides, failing to have forthcoming and delivering up the said property to the said Sheriff to satisfy the Judgements aforesaid and the bonds so forfeited having been returned to the Clerks office of the Circuit Court of said County which has the force and effect of a Judgement according to the Statute in such Cases made and provided on which writ of fieri facias on bond having been issued from said Clerk the office returnable to Oct Term 1837 commanding the said Sheriff that of the goods and Chattles and tenements of the said Moses S. Goff and John Sides that he cause to be made the amount of the aforesaid Judgements with interest and costs which writ of fieri facias on bond was duly levied by said Sheriff on the third day of July Anno Domini Eighteen hundred and thirty seven on the right title interest and claim of the said Moses S. Goff in and to a certain lot or parcel of ground in Williamstown in the County aforesaid viz lot No 8. fronting fifty feet on Pearl Street running back one hundred feet which lot was regularly advertised in the Canton Herald to sell on the day and year above mentioned at public Auction at the Court house door in the Town of Canton and the same being exposed to public Sale and the said Monroe Allen bid Eight dollars which was more than any other person did or offered bid therefor for and in consideration of the sum of Eight Dollars the said Samuel McFlounoy Sheriff aforesaid doth hereby bargain sell and convey to the said Monroe Allen his heirs and assigns forever all and singular the right title interest and claim of the said Moses S. Goff in and to the said lot or parcel of ground above mentioned to have and to hold free from any claim of the said Moses S. Goff his heirs and assigns forever

In Testimony whereof the said Samuel McFlounoy

Sheriff as aforesaid hath hereunto set his hand and affixed his seal the day and year above written

S M H Flournoy Shff Seal

The State of Mississippi
Madison County } Personally appeared before me Ro Baird Dept. for William Riley clerk of the Probate Court of said County S. M. Flournoy Sheriff and acknowledged that he signed sealed and delivered the within deed as his act and deed for the purposes therein set forth
Given under my hand and seal of office
September 21. 1837

Ro Baird Dept
for William Riley clk

James W. Hutchens } Received and recorded the
Deed of Trust } 22 day of September 1837
Henry A. Garrett }

I James W B Hutchins of the County of Madison do hereby sell and convey unto Henry A. Garrett One negro boy or man slave named Bill aged Eighteen years to have and to hold said day slave to said Garrett his Executors and Administrators and assigns and I do warrant and defend said slave to be a slave for life and of a sound mind and constitution and that I have full power to convey the said slave

The said Garrett hereby is to have said slave in trust for the following purposes to wit whereas I have Executed to said Garrett my obligation to pay him two sums of three hundred and twenty five dollars each for depending suits on the conditions therein mentioned now to secure said Garrett and his assigns the sure and certain payment of said sums when they becoming due upon the conditions of my obligation the conveyance in trust is made and in the failure to pay the sums when due as aforesaid said Garrett his Executors Administrators and assigns is hereby authorized to sell at public sale after giving 30 days notice said negro for cash and apply the proceeds thereof after paying the expenses of this trust to the payment of said obligation and make to the purchaser thereof a good and sufficient bill of sale for said slave and it is also understood

that said Garrett his executors administrators or assigns
is to be at liberty to bid for said slaves at any such sale
in the court should he likely to sell too low would it is further
understood that I am to keep possession of said slaves until
such time as it may become necessary to take them in to
possession by said Garrett. his Executors administrators or
assigns for the purpose of executing this deed.
In witness of which said James M B Hutchings and
said Henry A Garrett hereto set their hands and seals
this 2 day of September 1839.

Attest
James McGowen

Jas M B Hutchings (Seal)

H A Garrett (Seal)

State of Mississippi personally appeared before me Owen
Madison County. } VanWacker a Justice of the peace for said
County the above named James M B Hutchings 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.
Given under my hand and seal this 4th September 1839

Owen VanWacker JP (Seal)

John S Gooch
Sub agreement
Robert S. Macker.

Received and Recorded Sept 22 1839.

It is agreed between John S Gooch
and Robert S Macker both of Madison
County State of Mississippi as follows. 1st for the consideration
hereafter mentioned the said John S. Gooch hereby sells transfers
and conveys to the said Robert S Macker his heirs and assigns
forever with a warranty of title against all persons the following
described lands namely the East half of Section Twenty three
Township Eight Range three East. Except twenty acres sold
to Allen Clifton on the side nearest Madisonville and con
taining no building or improvement on said twenty acres
together with the mill and gin and all the improvements
on said half section which contains three hundred and
twenty acres. now the consideration of this sale is the two
notes of said Macker to the said Gooch. Payable at the Plan
ters Bank of the State of Mississippi namely the first note
for four thousand dollars of this date payable on the first
of January 1839, with interest at Eight percent pr annum
running from the 1st of January 1836, to 1st January 1838, and
before the maturity of the first of said notes said land is
to be incumbered by any adverse claim or incumbrance

said John S. Gooch is to execute a deed to said for said lands to said Meacher with general warranty of title and the possession of said mill and gin and of all of said land except thirty or forty acres more allotted to Mr. Claiborne is to be delivered to said Meacher immediately & of said thirty or forty acres as soon as Mr. Claiborne gathers his present crop. Witness

Witness our hands and seals this 9, Jan Eighteen hundred and thirty seven

Witness Angus McNeill — Jno S. Gooch (Seal)
Jerines Whelan — R Meacher (Seal)

State of Mississippi
Madison County } Personally appeared before me Aaron VanWacter Esquire of the Justices of the peace for said County the within named Jno S. Gooch who acknowledged that he signed sealed and delivered the within deed or agreement on the day and year therein mentioned as his act and deed

Given under my hand and seal this 6th day of September 1839.

Aaron VanWacter JP (Seal)

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George W Jernigan
Deed of Trust.
Henry A. Garrett.

Received and recorded Sept-Ber 22 1837.

This indenture made and entered into this 19th day of September in the year of our Lord One Thousand Eight hundred and thirty seven between George W Jernigan of the one part and Henry A Garrett of the other part, all of Madison County Mississippi Witnesseth that said George W Jernigan for and in consideration of the sum of one dollar to him in hand paid the receipt whereof is hereby acknowledged for the further consideration herein after mentioned hereby bargains and conveys unto said Garrett the following property to wit. One negro man Isaac One negro woman named Sally, together with their children Dolly Katy, Henry and Joe all of which negroes I warrant to be slaves for life and to be sound in mind and body and I also warrant the title of said negroes to him said Garrett against the right title or claim and interest of any and every person whatever To have and to hold said Isaac negroes to said Garrett and his Executors and Administrators in trust upon and for the following purposes to wit

whereas the said George W. Service has drawn a note in favor of C. R. Anderson for the sum of fifteen hundred dollars negotiable and payable at the Planters Bank of Tennessee at Nashville four months after date which has been endorsed by said Anderson Charles Lynch and William R. Harris and whereas the said Harris and M. T. Davis are the securities of said Service on a bond to the Commission School Commissioners of the County of Henry and State of Tennessee for the sum of five hundred and eighteen dollars and cents which is now due and which will be renewed by the said Service, Harris & Davis if permitted to do so. by the holders thereof now to indemnify said Harris against his liability on his endorsement of said note and on said bond this deed of trust is made and it is understood and agreed upon that should said George W. Service fail to pay said note when the same become due or in twenty days thereafter and the said bond when acquitted so to do or if renewed when due the said Garrett or in the event of his death his Executor or Executors Administrator or administrators shall upon the request in writing under the hand of the said Harris his Executor or Executors Administrator or Administrators to take said negroes into his possession and proceed to sell the same at public sale for Cash to the highest bidder or so many of said negroes as may be necessary to pay said debts and all accruing costs and interest first giving thirty days notice of such sale in some public newspaper published in Madison or Henrietta County and make to the purchaser a title to said negroes and it is understood that until such time as it may be necessary for the Trustee to take said negroes into possession under this deed of Trust the same to remain in the free and entire possession of the said Service and that upon the payment of said note and bond by said Service this deed of Trust is to become void and of no effect. And said Henry A. Garrett hereby accepts the trust hereby created and agrees that he will serve and faithfully execute the same

In Witness whereof the said parties hereunto set their hands and seals. the day and date above written

G W Service (Seal)

H A Garrett (Seal)

State of Mississippi } This day personally appeared
Madison County } before me Owen VanVacter a
Justice of the peace for said County the within or
foregoing named George W Jenice and Henry A. Garrett
who acknowledged that they signed sealed and delivered the
foregoing deed as their act and deed on the day and
year therein mentioned

Given under my hand and seal
this 19th day of September 1837

Owen VanVacter J P (Seal)

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Jno Caldwell } Received and Recorded Sept 25. 1837
Deed
W. H. Mills } State of Mississippi Madison County
Know all men by these presents that
I John Caldwell of Madison County and State afore
said for and in consideration of the sum of Ten
thousand dollars to me in hand paid by Wade
H Mills of the aforesaid State and County have this
day granted bargained sold and released and by
these presents do grant bargain sell and ~~release~~
deliver unto the said Wade H Mills all and singular
the following parcels of land lying and being in the
State and County aforesaid and known on the plat of
Survey in and for the Choctaw district of land in said
State and County aforesaid except lot No 3 Section
4 Township 7. Range 3 East which lies mostly in
Rankin County. and the rest described as being
the west 1/2 of S E 1/4. East 1/2 N W 1/4. & W 1/2 of S E 1/4
East 1/2 of S W 1/4 of Section 36. Township 8 Range 3. East
& the E 1/2 of N E 1/4 of. of Section One Township 7 Range 3
East Also North 1/2 of lot No 5 of Section 6. Range 3
East, Also 1/2 of W 1/2. of North East 1/4 of Section 36 Township
8 Range 2 East Also lot No 3 Section 5 Township 7
Range 3 East Also lot No 5 Section 5. Township 7.
Range 3 East Containing 3 spaces Also S 1/2 of lot
One Section 6 Township 7 Range 3 East together
with all and singular the rights members hereditaments
and appurtenances to the said premises
incident or in any wise appertaining to have
and to hold all and singular the premises before
mentioned unto the said Wade H Mills his heirs

assigns forever and I do hereby bind myself my heirs Executors and administrators to warrant and forever defend all and singular the said premises unto the said Wade H Mills his heirs and assigns against my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof Witness my hand and seal this Eighteenth day of September Eighteen hundred and thirty seven

Jno Caldwell (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the peace in and for said County the above John Caldwell who acknowledges that he signed sealed and delivered the above written instrument as his act and deed on the day and year therein mentioned and desired that the same might be recorded as such according to law

Given under my hand and seal this Eighteenth day of September Eighteen hundred and thirty seven

Owen Van Vacter J.P. (Seal)

Wade H Mills
Mortgage
Jno Caldwell.

Received and recorded Sept 25 1836

The State of Mississippi Madison County
This indenture made and entered into this Eighteenth day of September Eighteen hundred and thirty seven between Wade H Mills of the county and State aforesaid of the first part and John Caldwell of said county and State of the other part—
Whereas the said Wade H Mills has this day of the date hereof made and delivered to the said Jno Caldwell his three bonds promissory notes bearing the same date with these presents the first of said notes for the sum of four thousand dollars due and payable on the first day of January Eighteen hundred and thirty eight the second of said notes for the sum of five thousand dollars due and payable on the first day of January Eighteen hundred and thirty nine the third and last of said notes for the sum of one thousand four hundred and forty six dollars due and payable on the first day of January Eighteen hundred and forty all which will more fully and at large appear reference being had to said promissory notes Now this indenture Witnesseth that the said Mills in order more fully to secure the payment of the

said seven promissory notes when they shall severally fall due and for and in consideration of the sum of Ten dollars to him in hand paid by the said Caldwell the receipt whereof is hereby acknowledged hath granted bargained sold released and confirmed and by these presents does grant bargain sell release and confirm unto John Caldwell his heirs and assigns forever the following pieces or tracts of land situate being and lying in the County and State aforesaid and more fully described as being the west half of the north east Quarter East half of the north west Quarter the west half of the South east Quarter the east half of the South West Quarter of Section thirty six Township Eight range two East and the east half of the north east Quarter of Section one Township seven Range two east Also north half of lot five of Section Six Township Seven Range three east also half of west half of the north east Quarter of Section thirty Six Township Eight Range two east also lot number three Section five Township Seven Range three east. lot number four section five Township Seven Range three east Containing thirty five acres and a half acres also South half of lot one Section six Township Seven Range three east together with all and singular the appurtenances thereunto in any wise appertaining or belonging all the above described lands lying in the County of Madison and State aforesaid except lot three Section four Township Seven Range three east which lies wholly in the County of Rankin and State aforesaid To have and to hold the whole and entire Quantity of the above described premises together with all and singular the rights privileges and appurtenances thereunto in any wise belonging unto the said John Caldwell his heirs and assigns forever and the said Wade H Mills for himself and his heirs and against himself and his heirs and against all and every other person or persons who shall and forever defend the above premises unto the said Caldwell his heirs and assigns provided nevertheless that if the said Wade H. Mills shall well and truly pay take up or arrange the above described three seven promissory notes when they shall severally fall due then the above deed of Indenture to be considered and regarded as null and void to all intents

and purposes but otherwise to continue in full force and virtue in law

In testimony whereof we the said parties of the first and second parts have hereunto set our hands and seals the day and year first above written

M H Mills (Seal)
Wm Caldwell (Seal)

State of Mississippi } Personally appeared before the undersigned
Madison County } and Justice of the peace in and for said County the above A H Mills and Wm Caldwell who acknowledged that they signed sealed and delivered the above deed of Indenture as their act and deed on the day and year therein mentioned

Given under my hand and seal this 18th day of September 1837

Allen VanNaster J P (Seal)

Henry S. Foote
Deed
John S. Gooch

Received for record September 7. 1837
and Recorded September 27th. 1837

The State of Mississippi Hinds County
This indenture made and entered into this twenty first day of December 1836 Anno Domini Eighteen hundred and thirty seven between Henry S. & Elizabeth Foote his wife of the first part and Jno S Gooch of the other part all of State aforesaid and Counties of Hinds witnesseth

Witnesseth that the said Henry S. ~~Foote~~ & Elizabeth Foote for and in consideration of the sum of Ten thousand dollars to him in hand paid by the said Jno. S. Gooch at and before the sealing and delivering hereof the receipt whereof is hereby acknowledged both granted bargained sold and conveyed and confirmed and by these presents doth bargain sell convey and confirm unto the said Jno. Gooch his heirs and assigns all and singular the following described tracts or parcels of land namely the whole of lot No 248 in the Town of Madisonville State of Mississippi containing twenty acres more or less bounded north by Main street which is the same as the Canton Road and on the East by Gooch street and South by a lot belonging to D Cook and the west by a lot sold Mr Armaynadey and conveyed by me to Mr A Mullen and Also on the extreme South west

Commonly called. Deeded to Jno S. Gooch by Jno P. Thompson Situated in Section No Twenty two. of Township No Eight of Range No three East west of Pearl River with all and singular the buildings improvements ways, Roads, waters and liberties thereunto belonging or in any wise appertaining The title of said lot or parcel of ground we bind Ourselves. Our heirs administrators & assigns to warrant and defend to the Said Jno. S Gooch his heirs and assigns forever. against the claims of All persons whatsoever

In Witness whereof we have hereunto set our hands and seals this 24 day of December 1836.

H. S Foote (Seal)

The State of Mississippi } Elizabeth Foote (Seal)
Madison County } Personally appeared before me Thomas Shackelford Probate Judge of said County Henry S Foote whose name is subscribed to the above and foregoing Deed who acknowledges that he signed Sealed and delivered the same on the day and year therein written as his act and deed for the purposes therein mentioned

Given under my hand and seal
On the 10th day of July 1839

Thos. Shackelford (Seal)
Probate Judge

The State of Mississippi }
No. 3 Madison County Set } Personally appeared before me Henry G. Johnston Judge of Probate for said County, the foregoing named Elizabeth Foote wife of the above named Henry S Foote who on Examination privately 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 voluntary act and deed without fear threats or compulsion of her husband Given under my hand and seal
This 4th day of September 1839

Henry G. Johnston (Seal)

J. W. B. Hutchins
To Deed Trust
Henry A. Garrett.

Received for record September 27. 1839
and recorded Oct 2. 1839.

This Indenture Made and entered into this 27th day of September 1839. between Jesse W B Hutchins of the one part and Henry A. Garrett of the other part both of the County of Madison in the State of Mississippi Witnesseth that said Hutchins for and in consideration of the sum of Sen dollars by said Garrett to him in hand paid and for the considerations hereinafter mentioned have bargained and sold and by these presents bargain sell alien enfeoff and convey unto said Garrett. and his Heirs Executors, and administrators all said Hutchins interest in and to a tract of land in said County known as the west half of the South west Quarter of Section 36 Township 8 of Range 2 East Containing 76 84/100 acres more or less. C/4th being a tract bought by said Hutchins of Ellie Allen and has since been partially sold to Mr Moore) also the following Slaves to wit Mary aged 26 years Sally aged 18 years little Sally aged 15 years. Brunda aged 13 years Michael aged 2 years. and said Hutchins for himself his heirs Executors & Administrators covenants and warrants to and with said Garrett his heirs Executors and administrators that he said Hutchins hath and hereby Conveys a good equitable title to said land and a good title to said Slaves and that they are of sound Mind and bodily constitution

To have and to hold said land and Slaves to said Garrett his heirs &c. in trust upon and for the following purposes, to wit whereas said Garrett with Ellie Hutchins are joint drawers of a note with said Hutchins and his Security payable to and at the Brandon Bank for $800 and whereas the said Garrett is the security of the said Hutchins in the following forth coming bonds given under the following Executions issued from the Circuit Court of Madison County and returnable to the October Term of the Circuit court of Madison County 1839 to wit One in favour of John E. Richardson for $115.98 1/2 debt and costs Judiciary for the use &c for $176.06 1/4 ~~[illegible]~~ Lab Hutchins One of R. A. Hunter for $108.87 1/2 debt & cost One of B. H. Chambers use &c for $77.64 cts One of D. M. Porter for 321.53 debt and costs. One for B. H. Chambers use &c for $115.05 1/2 debt and costs One of Clifton & Allen for $106.69 1/2 debt & costs and One of John Shipp for $128.99 1/2 cents debt & costs which Executions have been Levied on said property

and have been retained in possession of said Hutchins by giving a forth coming bond on said Executions for the delivery of said property at the Court house in Canton on the 23rd of October next, for which said Garrett is his security on Each of said bonds and whereas the aforementioned note was Executed for the purpose of enabling the said Hutchins to Raise money to pay off two Judgements One in favour of E H Powell for $1183 debt Interest and One in favour of J. L. Lee for $312.98½ debt and costs, to which said Garrett is his security like wise on delivery bond but which Judgements forms a lien upon the said land and negroes hereby conveyed and whereas the said Hutchins is indebted to John F. H. Claiborne in the sum of $446.69 by note dew the first day of May 1837 Now to secure the said Garrett and Smallwood against the liabilities on the said note of $800. and to secure said Garrett against his liabilities on said forth coming bonds and to secure the payment of the said $446.69. due to said John F H Claiborne This conveyance in trust is made and it is understood and agreed that said negroes are to remain in the possession of said Hutchins until such time as it may become necessary in the opinion of said Garrett, to take the same in to possession under this deed of Trust and should the said Hutchins fail to pay said note for $800. or to fulfill the said Judgements which said note was intended to satisfy or should the said Hutchins fail to pay up and satisfy the several Executions with all costs on which said Serrae forthcoming bonds are given and the said Garrett become liable to pay the same or any part of them ~~them~~ or should said Hutchins fail to pay said note of $446.69, due said Claiborne when due in ~~time~~ or any of said failures, the said Garrett or in the event of his death his Executors or Administrators is or are and should be fully authorised and impowered to sell said negroes at Public Sale for cash at the Court house first giving such public notice of the time and place as is required by law for the Shff to give in sale of personal property and shall sell said negroes or a sufficient number thereof to pay said liabilities or such of them as may remain unpaid with all costs paying first the costs of this deed of Trust and the balance of said negroes if any remain unsold after paying all said claims, costs and interest are to be reconveyed to said Hutchins and

the surplus of any money which may remain to be paid over to his Order, as as to said land inc. as much as said Hutchins has made a sale thereof to Reclaim William Moore which sale has not been completed aforesaid Garrett invested with full power and authority to complete said sale and to make the title complete and to receive the consideration thereof which is now evidenced by note $1100. and interest thereon from the 26th day of March 1837 $100. of said consideration which originally was $1200. having been paid and the said consideration when received is to be applied by said Garrett to payment of the liabilities set out in this deed of Trust and those said B[illegible] made with said Moore fail to be confirmed or completed should the sale of said negroes fail to satisfy all of said liabilities and debts enumerated then said Garrett is to sell said land at public sale for cash at Madisonville after giving such notice of the time and place as the Sheriff is bound to give in sale of real Estate but it is understood to be optionary with said Hutchins whether the land or negroes should first be sold he signifying his determination thereon to said Garrett, in writing at any time before the negroes are advertised and in all such sales and other matters concerning the things appertaining to this deed of Trust said Garrett his Executors and administrators is and are vested with full and ample power to act in the premises to secure the objects of this deed of Trust as fully and amply as though he was the attorney in fact ~~originally~~ for the said Hutchins In Witness of all which said James W. Hutchins and said Henry A Garrett hereto set their hands and seals this date first written

Test. Geo Sevillo
J. H. Clark

J. W. Hutchins (Seal)
H. A. Garrett (Seal)

The State of Mississippi } This day personally appeared before
Madison County } me Charles Moore a Justice of the peace for said County J. H. Clark one of the subscribing witnesses to the foregoing and annexed Deed who being first duly sworn deposeth and saith that he saw the above named James W. Hutchins and Henry A Garrett whose names are thereunto subscribed sign seal and deliver the same as their act and deed and that he this deponent subscribed his name as a witness thereto in presence of said Garrett and Hutchins and that he saw the other subscribing witness G W Sevillo sign the same in the presence of the said Hutchins & Garrett, and in the presence of each other on the day and year therein named Given under my hand & seal this 27th day of December 1837. Charles Moore (Seal)

Monzo D. Barlow
Deed in trust
S. H. Clark

Received for record Oct 4th. 1837 and Recorded October. 5th. 1837

This indenture made the fourth day of October in the year of our Lord Eighteen hundred and thirty seven between Monzo D Barlow of Madison County in the State of Mississippi of the one part and Silas H. Clark of the County and State aforesaid of the other part—

whereas the said Monzo D Barlow is justly indebted to a certain Robert Shotwell in the sum of five hundred dollars on a promissory note dated April 19th. 1837 and payable on the first day of January next— and on a certain other promissory note payable to the said Robert Shotwell or bearer on the first day of January next for two hundred and twenty one dollars and also on a due bill to a certain Joel Hudgins two hundred and sixty five dollars being the balance of a note given by said Barlow to one H M Walker and by him endorsed to said Hudgins for three hundred dollars the said Barlow having an account for thirty five dollars to be deducted leaving the amount first above mentioned also to the following persons on open accounts the amount of which cannot now be precisely ascertained to wit Porter, Crump & J McTarvis & W H Hayes & Mandy Williams & Flemming & Bennett Henry Cureton Cyrus Foster James P Lofting on note all which were due on the first day of January next—

And whereas the said Monzo D Barlow is desirous to secure to the said several parties the payment of the respective claims above stated

Now this indenture witnesseth that the said Monzo D Barlow in consideration of the premises and the sum of five dollars current money to him in hand paid before the execution and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargain sold assigned transferred and set over and by these presents doth grant bargain sell assign transfer and set over unto the said Silas H Clark his Executors Administrators and assigns the following property viz a house and lot in the Town of Madisonville purchased by said Barlow from James B. Lofting bounded on the north by Capt John Wheelers lot on the east by David Wheelers lot on the south by John N Huberts lot and on the west by certain Canals belonging to said Lofting being the house and lot now occupied by the said Monzo D Barlow containing one acre more or less Also the lot and Blacksmiths shop thereon in the aforesaid town now in the possession of the said Barlow Commencing at the

termination of fifty feet from the lot on which Mr Hill now resides and adjoining the lot of Benjamine Clapton thence running by and with main street and fronting thirty fifty feet thence running back one hundred and twenty five feet thence running to and adjoining Said Claptons lot - thence by and with Said lot to the beginning"

Together with all and singular the buildings improvements rights privileges and appurtenances whatsoever thereunto in any manner belonging Also the following personal property Lower three beds - bedsteads and furniture one linen lawn one chipping glass one washstand three tables one book case half rain chairs two boxes shelves one horse stock of hogs all the residue of his household furniture to gether with all his kitchen furniture To have and to hold the said lots above described and premises with the appurtenances and the aforesaid goods chattles and personal property unto the said Silas H Clark his Executors Administrators and assigns in trust for the uses and purposes hereinafter mentioned and for no other use intent and purpose whatever that is to say the said Silas H Clark shall during the first week in March expose to Sale at public auction to the highest bidder the aforesaid real and personal property having given at least twenty days previous notice of the time place manner and terms of Sale by advertisements set up at Madisonville at Canton and at two other of the most public places in the said County - in the neighborhood of the premises the Terms of Sale shall be a credit of six months the purchaser or purchasers giving note or notes with good and ample security to be approved by the said Clark upon the payment of which and not before the said Clark is hereby authorised to convey to the purchaser or purchasers the property by them bought - the said Silas H Clark shall without delay proceed to collect the monies arising from the said Sale and when collected shall apply the same to the payment of the debts and liabilities herein before named giving precedence to the payment of said debts in the order in which said debts are herein before stated so that the said debts due on note or other writing of said Barlow be first liquidated and then the debts aforesaid due on open account - shall be paid each to equal proportion should the balance after paying the first debts above named not be sufficient to liquidate the whole of the said debts last above mentioned after the payment of the aforesaid debts the said Clark shall pay over the residue any to the said Alonzo D Barlow - but it is expressly understood that if the said Alonzo D Barlow shall on or before the day that may be fixed as herein before provided for for the sale of the aforesaid real and personal property pay or otherwise account to the satisfaction of the parties to whom the said debts are due

The aforesaid debts first above mentioned to be due on note or other writing of said Barlow that then and in that case the said Clark shall not proceed to sell the aforesaid real or personal property but that the same shall be and remain at the entire control of the said Barlow and the trust herein made to the said Clark shall be by him surrendered or be of no virtue and effect in law

In testimony whereof the said Alonzo D Barlow hath hereunto set his hand and affixed his seal the day and year first above named

Signed sealed and delivered in presence of A H Handy

Alonzo D Barlow (Seal)

October 4th. 1837

I do hereby accept the trust confided unto me by the within deed witness my hand and seal

Test A H Handy

S H Clark (Seal)

The State of Mississippi

Madison County to wit } Personally appeared before me the subscriber a Justice of the peace of said County the within named Alonzo D. Barlow who acknowledged that he signed sealed and delivered the within and foregoing deed on the day and year therein mentioned as his act and deed and I do hereby certify that the interlineation of the word March between the fifth and sixth lines from the bottom on the second page of said deed was made before the execution and acknowledgement hereof

Given under my hand and seal this fourth day of October Anno Domini 1837.

Owen VanVacter J.P. (Seal)

Richard Christmas Deed

Pope Walker

Received for record Oct 2. AD 1837 and Recorded October 6. 1837

This indenture made and entered into this thirteenth day of November in the year of our lord one thousand eight hundred and thirty six between Richard Christmas and Mary C his wife of the County of Madison and State of Mississippi of the first part and Pope Walker of the second part witnesseth that the said Richard Christmas for and in consideration of the sum of Forty three thousand and forty dollars to the said Christmas in hand paid by the said Pope Walker at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have this day granted bargained and sold and by these presents do grant bargain and sell unto the said Pope Walker and to his heirs and assigns forever all of the following

described tracts or parcels of land ~~lying~~ situate lying and being in the County of Madison State of Mississippi as follows
South-West half of North east Quarter Section two Township Eight-
Range one west- East half of North west-Quarter of Section
Township and Range South half and north west Quarter and
west half of north east-Quarter of Section Thirty five Township
nine Range one west East half of north east Quarter of Section
Thirty three west half of North west Quarter and west half of the
East half of the north west Quarter west half of the west half of the
north east Quarter of Section Thirty four Township nine Range
one west containing nine hundred and sixty acres Moreover-
Together with all and singular the premises and appurtenances
thereunto belonging or in any wise appertaining to have and to
hold to the sure Pope Walker his heirs and assigns all the foregoing
described land and premises in fee simple forever
And the said Richard Christmas and Mary E his wife for
themselves their heirs Executors Administrators and assigns by
these presents Covenant promise grant and agree to and with the
said Pope Walker his heirs and assigns all the foregoing ~~[illegible]~~
Executors and administrators that they will and their
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 whatsoever
both at law and equity
In testimony whereof the said Richard Christmas and Mary
E his wife have hereunto set their hands and seals the day & date first above written
Witness S W Ewing

— R Christmas (Seal)
M E Christmas (Seal)

The State of Mississippi }
Madison County } Personally appeared before me S W Ewing
a Justice of the peace in and for said County the above named
Richard Christmas who acknowledged his signature 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 14th day of November 1836
S W Ewing Seal
Justice of the Peace

The State of Mississippi }
Madison County }
Personally appeared before me the undersigned Justice of the peace in and for said County the within
named Mary E wife of the within mentioned Richard Christmas
who being examined separate and apart from her said husband
acknowledged the signing sealing and delivering the same without
any fear threats or compulsion from her husband or the fear
of his displeasure on the day and year therein mentioned
Given under my hand and seal this 21st day of January
A D 1837.
S W Ewing J P (Seal)

Pope Walker
Deed Trust
Thos. G. Percy et ux

Received for record on the 2 day of Octo 1837
and duly recorded on the 6th Octo 1837

This indenture made the 15th day of September 1837. between Pope Walker of the County of Madison and State of Mississippi of the one part and Thomas G Percy and John James Walker of the County of Madison and State of Alabama and Percy Walker of the city of Mobile and State last aforesaid of the other part whereas the said party of the first part and Thomas Hendrick of the State of Mississippi by their eleven writings obligatory bearing date the 1st of January 1837 under their hands and seals are justly indebted to the said Thomas G. Percy in the following sums of money first in the sum of six thousand dollars payable to the said Thomas G Percy Guardian of William M. Walker or his order four years after the last mentioned date second in the sum of four hundred and Eighty dollars payable as above one year after said date third in the sum of four hundred and Eighty dollars payable as above two years after said date fourth in the sum of four hundred and Eighty dollars payable as above three years after date fifth in the sum of four hundred and Eighty dollars four years after said date sixth in the sum of six thousand dollars payable to said Thomas G. Percy guardian of Richard T. Walker or order five years after said date seventh in the sum of four hundred and Eighty dollars payable as last above one year after said date Eighth in the sum of four hundred and Eighty dollars payable as last above two years after said date ninth in the sum of four hundred and Eighty dollars payable as last above three years after said date, Tenth in the sum of four hundred and Eighty dollars four months payable as last above four years after said date Eleventh in the sum of four hundred and Eighty dollars payable as last above five years after said date. and the said party of the first part by his two promissory notes under his hand is further justly indebted to the said Thomas G. Percy in the following sums of money First in the sum of Two hundred and Eight dollars and sixty cents payable to said Thomas G. Percy guardian of William M. Walker on or before the first January 1838. and second in the sum of two hundred and Eight dollars and sixty cents payable to said Thomas G. Percy guardian of Richard M. Walker on or before the first day of January 1838

and whereas the said party of the first part is further justly indebted by his four promissory notes under his hand bearing date the 1st January 1837,

payable to Thomas Hendrick or order and indorsed by said Hendrick to said John James Mueller to whom said last mentioned four notes belong in the following sums of money first in the sum of one thousand and fifty two dollars and and eighty cents payable on or before the first day of March 1838 Second in the sum of Two Thousand and sixty six dollars and sixty six cents payable on or before the first day of March 1839 Third in the sum of nineteen hundred and thirty three dollars and thirty two cents payable on or before the first day of March 1840 Fourth in the sum of Eighteen hundred dollars payable on or before the first day of March 1841 and the said party of the first part is further justly indebted by his promissory note under his hand payable to said John J. Mueller in the sum of one hundred and Eight dollars and sixty cents payable on or before the first January 1838 being a balance on on said last mentioned note after deducting a credit of one hundred dollars entered thereon

And whereas the said party of the first part by his three promissory notes payable to said Thomas Hendrick and endorsed is justly indebted to said Percy Mueller to whom said notes belong in the following sums of money First in the sum of sixteen hundred and thirty four dollars and sixty six cents payable by the 1st January 1838 Second in the sum of fifteen hundred and twenty nine dollars and forty eight cents payable by the 1st January 1839, Third in the sum of fourteen hundred and twenty four dollars payable by the 1st January 1840 and the said party of the first part by his other promissory note payable to said Percy Mueller is further indebted to the said Percy Mueller in the sum of Two hundred and Eight dollars and sixty cents payable on or before the 1st January 1838

Now this indenture witnesseth that the said party of the first part for and in consideration of the premises and of the sum of five dollars to him in hand paid by said Thomas G. Percy John James Mueller and Percy Mueller, on or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth bargain grant bargain and sell unto the said Thomas G. Percy, John James Mueller & Percy Mueller their Executors administrators and assigns all the following negro slaves namely Abram Dick Daniel Charles Daniel George, Henry, Jim John John Jack, Julia Tyro, York, Myatt, Lewis, Helen, Alexander, Sam, William John Henry, Amy George, Kitty Dorcas, Betty Eliza Susan Sidy Maria Maria Agnis, Phebe Hannah Chaney Matilda and her child the latter an infant Mary Letta Louisa Barrett Ann Lucy Alcy Lucy Judy Kitty May Sum

and Elizabeth and Elizabeth which said Negroes are now in the possession of the said party of the first part in the State of Mississippi and the same negroes except the above second named John and the second named Meana and the said Agnes formerly belonged to the estate of John W Walker late of the said County of Madison and State of Alabama deceased

To have and to hold all and singular the said negroes slaves herein before granted bargained and sold unto the said Thomas G. Percy, John James Walker and Percy Walker their executors Administrators & assigns to the only proper use and behoof of the said Thomas G. Percy John James Walker and Percy Walker their Executors Administrators, & assigns forever

Provided Always that the said party of the first part his Executors or Administrators shall remain in the peaceable possession of the said Negroes until default be made in the payment of the said several sums of money either in the whole or in any part as herein after mentioned and provided further and these presents are upon this express condition that if the said party of the first part his executors or Administrators shall well and truly pay or cause to be paid to the said Thomas G. Percy, John James Walker and Percy Walker respectively or their respective Executors Administrators or assigns the several sums of money before mentioned as owing to them respectively according to the effect of the said writings ~~obligatory~~ obligatory and promissory notes before mentioned respectively at the times before mentioned for their respective payment fully so that no default be made in the payment of either or any of said sums of money or any part thereof then these presents and every matter and thing herein contained shall cease determine and be utterly void to all intents and purposes. Any thing herein contained to the contrary thereof in any wise notwithstanding

And the said party of the first part for himself his Executors and Administrators all and singular the negro slaves aforesaid by these presents unto the said Thomas G. Percy John James Walker and Percy Walker their Executors Administrators and assigns against him the said party of the first part his Executors administrators & assigns and against all and every other person and persons whomsoever shall and will warrant and forever defend by these presents

In witness whereof the party of the first part hath hereunto set his hand and seal the day

and above written

Witness

John J Coleman

LeRoy Pope Jr. " Before me Richard B Pendleton Clerk of the County Court of Madison County in the State of Alabama this day personally appeared John C. Coleman and LeRoy Pope Jun, the subscribing witnesses to the foregoing deed of Mortgage who on oath state that they heard Pope Walker acknowledge that he had signed sealed delivered the foregoing deed of Mortgage to the said Thomas G. Percy. John Innes Walker and Percy Walker. on the day of its date and that they saw witnesses subscribed their names thereto as witnesses in the presence of the said Pope Walker and in the presence of each other Given under my hand and seal at office in Huntsville this Sixteenth day of September Eighteen hundred and thirty Seven

Pope Walker. (Seal)

Richard B. Pendleton (Seal)

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M L. Branch Deed of Trust Geo Caldwell

Received for record October 3rd 1837 and duly recorded on the 7th. day of October 1837.

The State of Mississippi Marshall county

This indenture made and entered into this second day of October in the year of our Lord one thousand eight hundred and thirty Seven

By and between Marcellus L. Branch of the first part and Geo Caldwell Trustee for the use of Aaron L Neel of the second part all of the county and State aforesaid Witnesseth that whereas the said Neel hath the day of the date hereof become a surety for the Branch in the following delivery bonds to wit One bond in favour of Aaron D Mettheny in the penal sum of One thousand four hundred and twelve dollars seventy Eight and a half cents conditioned for the delivery of certain negroes therein mentioned to the Sheriff of said County on the Sixteenth day of October Eighteen hundred and thirty seven to satisfy an execution in favour of said Mettheny issued from the Circuit Court of the said County for the sum of two thousand and fifty six dollars and thirty nine and a half cents debt and cost. a second bond in favour of Clifton Allen in the penal sum of three hundred and forty Eight dollars and fifty two cents conditioned for the delivery of a certain negro therein mentioned to the Sheriff of said County on the sixteenth of October Eighteen hundred and thirty seven to satisfy a writ of fieri facias in favour of said Clifton Allen issued from the Circuit Court aforesaid for the sum of one hundred and twenty four.

Geo Caldwell Trustee in the deed of trust
Filed Oct 7th 1837 the consideration for
which it was given having been fully satisfied. Witness my hand and seal this 31st of Oct 1837
Geo Caldwell

dollars and twenty five cents debt and costs a third bond in favour of George W. Motz in the penal sum of one thousand and forty nine dollars and twelve cents conditioned for the delivery of a certain negro boy therein mentioned to the Sheriff of said County on the sixteenth day of October Eighteen hundred and thirty seven to satisfy a writ of fieri facias in favour of said George W. Motz issued from the Circuit Court aforesaid for the sum of five hundred and twenty four dollars and twelve cents debt and cost a fourth Bond in favour of Lewis Dunkins in the penal sum of fourteen hundred and nine dollars and forty two cents conditioned for the delivery of two negroes therein mentioned to the Sheriff of said County on the sixteenth day of October Eighteen hundred and thirty seven to satisfy a writ of fieri facias in favour of said Dunkins issued from the Circuit Court aforesaid for the sum of seven hundred and four dollars and seventy one cents debt & cost a fifth bond in favour of said Dunkins in the penal sum of nineteen hundred and seventy dollars and ten cents conditioned for the delivery of two negroes therein mentioned to the Sheriff aforesaid on the sixteenth day of October Eighteen hundred and thirty seven to satisfy a writ of fieri facias ~~to~~ in favour of said Dunkins issued from the Circuit Court aforesaid for the sum of nine hundred and thirty five dollars and five cents debt and costs. a sixth bond in favour of Hale & J. R Hubert in the penal sum of nine hundred and ninety seven and twenty four cents conditioned for the delivery of a negro man therein mentioned to the said Sheriff on the sixteenth day of October Eighteen hundred and thirty seven to satisfy a writ of fieri facias in favour of said Huberts issued from the Circuit Court aforesaid ~~to satisfy~~ for the sum of four hundred and ninety eight dollars and sixty two cents debt & costs a seventh bond in favour of Thomas Hueer use &c in the penal sum of seven hundred and twenty six dollars and twenty seven cents conditioned for the delivery of a certain negro boy therein named to the said Sheriff on the sixteenth day of October Eighteen hundred and thirty seven to satisfy a writ of fieri facias in favour of said Hueer use &c issued from said Circuit Court for the sum of three hundred and sixty three dollars and twenty seven cents. debt and cost. One Charles N B Howard being a joint Surety with said Hueer in all said bonds. excepting only the bond first before all which will more fully and at large appear by reference being had to said bond.

Now. This indenture witnesseth that the said Marcellus L. Branch in order to secure the said Neil from all liabilities incurred for his use and benefit as above mentioned as well as to secure said Neil from a further liability incurred by becoming a joint drawer with a third person for the use of said M L Branch on a note payable to the Mississippi and Rail Road Company in the sum of nine hundred dollars dated October the second Eighteen hundred and thirty seven payable four Months after date as well as for the further Consideration of one dollar to the Branch in hand paid by the said Caldwell at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged has granted bargained sold delivered and conveyed and by these presents doth grant bargain sell deliver and convey unto the said Trustee his heirs and assigns forever the following described property to wit Ben a negro man aged thirty two dark complexion well made about five feet ten inches high the wife of Ben named Malinda aged twenty six well made about five feet four inches high three children of said Malinda aged five three and one years named Albert Anna & Consuling Milly aged thirty ~~six~~ well made five feet high the children of said Milly being Rose aged Eleven years Dave aged nine years and Ellick aged five years Antoinette aged three years Martin aged twenty five years well made about five feet high Martins wife aged Eighteen Slender made and five feet high Caesar aged twenty one years Slender made five feet four inches high Nat a Black Smith aged thirty eight Henry aged sixteen about four feet and six inches high Lucie aged thirteen Man made four feet high Lesculette aged fifteen Hannah aged Eighteen together with all and singular the following described tracts and parcels of land situate being and lying in the County and State aforesaid and more fully described as being the South east Quarter the South half the northeast Quarter and the west half the South west Quarter the South half the west half the north west Quarter of Section number five Township Eight Range three east Also the east half the west Quarter of Section Eight Township Eight Range three east to have and to hold the above described premises and property 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 But upon the following trusts to wit that if the said Branch or the said Mowatt shall fail to deliver the negroes aforesaid and shall fail to pay off or arrange by fair settlement the several sums of Money mentioned in the Bonds aforesaid as well as the note before described on or before the twelfth day of April Eighteen hundred and thirty Eight

then and in that case the said Trustee shall take possession of all and singular the property before described which title then shall be and remain in the possession of the said Branch and after giving ten days notice in the Canton Herald shall expose said property to public sale in Canton to the highest bidder for cash and of the proceeds thereof shall satisfy the Bond aforesaid as well as the note aforesaid and the Balance if any shall pay over to the said M L Branch
And it is further covenanted and agreed by and between the said parties that if the said Caldwell shall die dilive or otherwise become incompetent to execute the trust aforesaid then the said Neel shall have power to appoint another trustee with as full authority as the said Caldwell is hereby invested with and the trustee by whom the sale shall be made is hereby vested with full and complete power to make deeds and bills of sale for the property aforesaid to the purchaser thereof

In testimony of all which the said Marcellus L. Branch hath hereunto set his hand and seal the day and year first before written

M L Branch (Seal)

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the peace in and for said County Marcellus L Branch who acknowledged that he signed sealed and delivered the within written instrument as his act and deed on the day and year therein mentioned

Given under my hand and seal this second day of October Eighteen hundred and thirty seven

Owen VanVactor J.P. (Seal)

E P Stewart
Deed
Peter Legrand

Received for record October the 2nd 1837
and duly recorded October the 10th 1837

This Indenture made this 1st January in the year of our Lord Eighteen hundred and thirty six between E. P. Stewart of Sipton County State of Tennessee of the one part and Peter Legrand of Madison Cty State of Miss of the other part — Witnesseth that the said E P Stewart — for and in consideration of the sum of three thousand dollars to him in hand paid by the said Peter Legrand the receipt whereof is hereby acknowledged hath by these presents bargained sold and conveyed and by these presents do bargain grant and convey unto Peter Legrand and his heirs and assigns forever all his right title and interest in and to a certain tract of land lying and being in Madison Cty and State of Miss bounded as set forth in a deed from James Hannah and his wife to Stewart and Legrand and also a deed from C B Howard & his wife to Stewart & Legrand containing about 86½ acres the said Stewart's interest being 183½ acres the said Stewart binds himself his heirs and assigns against all and every person whomsoever lawfully claiming or to claim the same shall warrant and forever defend by these presents
In testimony whereof the said Stewart has hereunto set his hand and affixed his seal the day and date first above written
Signed sealed and delivered
in presence of John N Legrand
W. L. Legrand

E P Stewart (Seal)

The State of Mississippi,
Madison County, } Personally appeared before me Jno H Baird Deputy for William Riley Clerk of the Probate Court of said County W L Legrand one of the subscribing witnesses to the within and foregoing deed who upon oath states that he saw E P. Stewart sign seal and deliver the same as his voluntary act and deed and that he subscribed his name thereto as a witness in the presence of the said Stewart and in the presence of Jno N Legrand the other subscribing witness who subscribed his name thereto at the same time

Given under my hand and seal of office
2 octo 1837.

Jno H Baird Deputy
for William Riley clerk

James Hanna & wife
Deed
Stewart & Legrand

Received for record Octo 2, 1837
and Recorded Octo. 10, 1837

This indenture made the twenty seventh day of November Eighteen hundred and thirty five between James Hanna and Mary his wife of the County of Madison in the State of Mississippi of the one part and E P Stewart and Peter Legrand of Tipton County Tennessee of the other part Witnesseth that the said James Hanna and Mary his wife for and in consideration of the sum of three thousand nine hundred and twenty four dollars to them in hand paid by said E P Stewart and Peter Legrand at and before the sealing and delivering hereof the receipt whereof they do hereby acknowledge and therefrom acquit and forever discharge the said E P. Stewart and Peter Legrand their 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 E. P. Stewart and Peter Legrand and to their heirs and assigns forever all of the following described lots or parcels of land lying and being in the County of Madison and State of Mississippi known and designated as follows to wit. Lot No 6 of Section No 6, Township No 7 of Range 3 East Containing Eighty seven acres Also Lot No 2 of Section No 6 Township No 7 Range 3 East Containing Eighty acres Also Lot No 3 of Section No 6 Township No 7, Range 3 East Containing Eighty acres Also the South half of East half of the S W 1/4 of Sec No 31 Township No 8 Range 3 East Containing forty acres Also the N 1/2 of the E 1/2 of the S W 1/4 of Sec No 31 Town No 8 Range 3 Containing forty acres Containing in the whole three hundred and twenty seven 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 demands whatsoever of them the said James Hanna and Mary 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 E P Stewart and Peter Legrand their heirs and assigns forever in fee simple to the only proper use and behoof of the said E P Stewart and Peter Legrand their heirs and assigns forever

And the said James Hanna and Mary his wife for themselves their heirs Executors and administrators do covenant promise grant and agree to and with the said E P Stewart and Peter Legrand their heirs and assigns by these presents that they the said James Hanna and Mary his wife and their heirs the said above mentioned and described and premises

hereby granted with the appurtenances unto the said C. P. Stewart and Peter Legrand their heirs and assigns against them the said James Hanna and Mary his wife and their 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 James Hanna and Mary Hanna his wife have hereunto set their hands and affixed their seals. the day and date first above written

James Hanna (LS)

Mary Hanna (LS)

The State of Mississippi }
Madison County } Personally appeared before me William Riley clerk of the Probate Court of said County James Hanna who acknowledged that he signed sealed and delivered the above and foregoing deed of conveyance on the day and year therein mentioned as his act and Deed and for the uses and purposes therein mentioned Also Mary Hanna the wife of the said James Hanna who being first by me examined separate and apart from her husband acknowledged that she signed the same freely and voluntarily without any fear threat or compulsion of her said husband

Given under my hand and seal of Office this 27th day of November A.D. 1835

William Riley clk

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James M Marr
To
Mortgage
John S. Gooch

Received for Mortgage record on the 22nd September 1839 and Recorded Oct 10 1839

State of Mississippi }
To all who shall see these presents that I James M Marr of Madison County for and in consideration of the sum of five dollars to me in hand paid by John S. Gooch of said County and for the consideration hereinafter mentioned do hereby sell and convey unto said John S. Gooch the following negroes to wit Dick aged 32 years. Judy aged 18 years. Mariah aged 2 years. Josiah aged 8 years. Juliana aged 2 years Milly aged 20 years

And I hereby warrant that said negroes are slaves for life that I have full power to sell and convey the same and that they are of sound mind body and constitution

To have and to hold said slaves to said John S. Gooch his Executors and Administrators nevertheless upon the following conditions whereas the said Marr has heretofore to wit on the 1st of February drawn a bill of Exchange upon said Gooch in favour of

John E Richardson or order for the sum of three thousand three hundred and fifty one dollars 25 cents payable twelve months after date at the office of the Planters Bank Vicksburg and which has been accepted by the said Gooch according to the terms and effect of said Bill now if the said Maj. James McMurr shall duly provide the funds and place the hands of said Gooch at said Bank to pay up said Bills at the maturity thereof then this Mortgage to be void otherwise to remain in force and effect-

In Witness of which the said James McMurr hereto sets his hand and seal this 9th day of Sept AD 1837

State of Mississippi } James McMurr (Seal)
Madison County } This day personally appeared before me Owen Vantracter Justice of the peace for said County the above named James McMurr and acknowledged that he signed sealed and delivered the foregoing deed as his act and deed on the day and year therein mentioned

Given under my hand and seal this 9th day of September 1837

Owen Vantracter J P (Seal)

Filed Sept 20

Samuel McClowney
To
Deed
John S. Gooch

Received for record the 7th of Sept 1837 and recorded Octo 11. 1837

This Indenture made and entered into this 6th day of September AD 1837 between Samuel McClowney Sheriff of Madison County and State of Mississippi of the one part and John S. Gooch of the County of Rankin of the other part- Witnesseth that whereas at the October Term of the Circuit Court of Madison County 1836. the following Judgments were rendered by said Court against Godfrey Ethridge to wit One in favour of Hill & McHenbert-- for $8873 & Costs 24 20 one in favour of James for $135.02 Costs $24 37½ one in favour of Leftwich & Allen for $121.83 & Costs $15 75 one in favour of John S Gooch for $196.04. & Costs. $23 14½. one in favour of John E Richardson & Co for $73.13 & Cost 23 86½ One in favour of Reiss & Turner for $16.08 and Costs $23.87½ one in favour of Robert Shotwell for $149.30 and Cost $21.12 on all which there Writs of fieri facias issued from the Clerks office of said Court- returnable to the April Term of said Court-1837. and come to the hands of said Sheriff and there being no goods and chattles of the said Godfrey Ethridge found in said County the said Fi Fas-

vied by said Sheriff Levied on one lot in the Town of Madison ville in said County Known and designated as lot no 113. fronting on Main Street and adjoining J R Russell Brick yard and the said Sheriff having duly and properly advertised said lot to be sold by and deed under virtue of said Executions at the Court-house in Canton on the 20th day of March 1839 on which said 20th day of March 1839 within the time prescribed by law the said Sheriff offered and exposed said lot to public sale under and by virtue of said Executions and sold the same to John S Gooch for seventy five dollars he being the highest and best bidder and therefore I Samuel McMlowney Sheriff as aforesaid by virtue of the foregoing Judgments Executions Levy advertisements and sale and for and in consideration of the said sum of seventy five dollars. so paid by Wm. S. Gooch and to me in hand paid do hereby bargain sell enfeoff and convey to said John S. Gooch and his heirs the aforesaid sum lot no 113. To have and to hold the same to him and heirs forever in fee simple

In witness of which I hereunto set my hand and seal this day first written

Samuel McMlowney Shff (Seal)
Shff of Ms County

State of Mississippi
Madison County } Personally appeared before me Cloen Vantacter a Justice of the peace of said County the within named Samuel McMlowney Sheriff of Madison County who acknowledged that he signed sealed and delivered the within deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal this 6th day of September AD 1839

Cloen Vantacter JP (Seal)

rvv

Martha Moore
Deed
Elias B Frazier

Received for record October 2. 1837
and duly recorded October 13 1837

This indenture made and entered into
this fourteenth day of April 1837 between Martha Moore of
the first part and Elias B Frazier and Matilda Frazier his
wife Daughter of said Martha Moore of the second part all
of the town of Madisonville Madison County Miss
Witnesseth that for and in consideration of the natural
love and affection that the said Martha Moore hath and
beareth towards her said Daughter and her said Son in law
and for the further consideration of Ten dollars in hand paid
to the party of the first part by the said Elias B Frazier the
Receipt thereof hereby hereby acknowledged she the said
Martha Moore hath granted bargained and sold and
by these presents doth grant bargain sell alien and confirm
to them the said parties of the second part a certain lot of
ground lying in the town of Madisonville known as lot
number one hundred and four (104) in Square no being
one of the same lots said Martha Moore purchased of John
S Grich and by him Deeded to her on the 2d of July 1834 to
have and to hold the said lot of ground together with all
the appurtenances to him said Frazier and his wife and their
heirs forever In Testimony whereof the the said
Martha Moore hath hereunto set her hand and seal the
day and year first written

Martha her ✗ mark Moore (LS)

State of Mississippi }
Madison County town } Personally appeared before me Owen
Vanvacter a Justice of the peace in and for the county
aforesaid the within named Martha Moore who acknowledged
that she had signed sealed and delivered the foregoing conveyance
on the day of the date thereof as her act and deed and
desired that the same may be certified in Order that
the Deed may be recorded.

Given under my hand and seal
This 15th day of April 1837

Owen Vanvacter JP (LS)

PUV

Lawson H. Henderson
Deed
George W. Henderson

Received for record the 4th day of Octo and recorded this 13th day of October 1839

State of Mississippi Madison County

This Indenture made and concluded this 30 day of October 1839 AD between Lawson H Henderson and his wife Ann S Henderson of the one part and Geo. W Henderson of the other part Witnesseth that the said L H Henderson and Ann S. Henderson have this day for and in consideration of the sum of five hundred dollars to them in hand paid by the said G. W Henderson bargained and sold and by these presents do bargain and sell to the said G. W Henderson his heirs and assigns all of the following lot or piece of land lying in the Town of Canton Madison County Mississippi viz beginning at a stake three hundred feet nearly East of the north East corner of lot number 7. in Square no 8 in the said Town of Canton and runs thence nearly east along the street three hundred feet to a stake then off at right angles from said line and street nearly south four hundred feet to a stake on Pearl street thence along said street nearly west three hundred feet to a stake thence to the beginning being the east half of a lot or piece of land deeded by Dennis I Hammter to L H Henderson by deed bearing date 3rd day of March AD 1836. To have and to hold to him the said Geo W Henderson his heirs and assigns forever and the said L H Henderson and his wife Ann S. Henderson their heirs & assigns the said land to the said Geo W. Henderson his heirs & assigns shall and will forever warrant and defend against themselves their heirs and assigns and against the claim of any and every other person and persons whatsoever

In testimony whereof they have hereunto affixed their hands and seals the day and first above written

Lawson H Henderson (Seal)
Ann S. Henderson (Seal)

The State of Mississippi
Madison County } Personally appeared before me the undersigned the Justice of the Peace in and for said County the within named Lawson H. Henderson who acknowledged that he signed sealed and delivered the foregoing deed for the purposes therein specified at the same time came Ann S. Henderson wife of the said Lawson H Henderson who being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed of her own free will and accord without any compulsion from her said husband

Given under my hand and seal this 30th day of September Anno Domini 1839.

John H Rollins J.P. (Seal)

A. S & A. I. D. Mitchell
Bill of Sale
Henry Hamblin

Received and Recorded on the 13th day of October 1837.

Know all men by these presents that A. S Mitchell and A. I. D Mitchell of the County of Madison and State of Mississippi for and in consideration of the sum of Six Thousand five hundred dollars to them in hand paid by Samuel Hamblin at and before the sealing and delivering of these presents the receipt whereof we do hereby acknowledge have bargained sold and delivered and by these presents do bargain sell and deliver to the said Samuel Hamblin his Executors Administrators and assigns the following described negro slaves for life viz Peter aged about thirty four years Mary aged about thirty four Sylvia about seven Suite about four years Rachael about three years old Harriette 18 months old and William about two months old and Simon (Peter) about thirty two years old and Peter Sentiem Matilda Caroline Nancy about seven and the future increase of the females To have and to hold said slaves and the future increase of the said Females to the said Samuel Hamblin his Executors Administrators and assigns for and during their respective lives and the said A. S. Mitchell and A I D Mitchell for their heirs executors Administrators and assigns the title of said slaves and the future increase of the said females to the said Samuel Hamblin his Executors Administrators and assigns shall and will warrant — against the lawful claims of all persons whatever

In witness whereof they have hereunto set their hands and seales this 11th day of September A D 1837

John Cooper.

A. S. Mitchell (Ls)

A I D Mitchell (Ls)

The State of Mississippi
Madison County } Personally appeared before me Thomas Shackelford Judge of Probate of said County A. S. Mitchell and A. I. D Mitchell whose names are subscribed to the above bill of sale who acknowledged they signed sealed and delivered the same on the day and year therein mentioned for the purposes therein specified

Given under my hand and seal on the fifth day of October 1837

Thos Shackelford
Judge of Probate (Seal)

A S & A D Mitchell
Deed
Samuel Hamblin

Received for record and Recorded
on the 13th day of October 1887

Know all men by these presents that A. S. Mitchell and Martha his wife and A. D. Mitchell of the first of the County of Madison and State of Mississippi and Samuel Hamblin of the to State aforesaid of the second part Witnesseth that the said party of the first part at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged and therefrom acquit and forever discharge the said party of the second part 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 party of the second part and to his heirs and assigns forever all that tract or parcel of land lying & being in Madison County and State of Mississippi and bounded and designated S½ E½ Section 26. SW¼ Section 25. W½ SE¼ & S½ NE¼ (W½) NW¼ Section 36. (Excepting about two acres that has been previously transferred to Henry Hamilton off of the SW corner of said lot and by him transferred to Mr Temple) and the N½ E½ NW¼ Section thirty six and the N½ E½ NE¼ Section thirty five. all in Township No 11. N of Range No 4 East Containing acres together about 398 acres More or less

Together with all and singular the appurtenances thereunto belonging or in any wise appertaining also all the estate Right title interest property claim and demand whatsoever of them the said party of the first 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 party of the second part his heirs and assigns forever in fee simple to the only proper use and behoof of the said party of the second part his heirs & assigns forever and the said party of the first part their heirs Executors and administrators doth: Covenant promise grant and agree to and with the said party of the second part his heirs and assigns by these presents that they the said party of the first part and their heirs the said above mentioned and described land and premises hereby granted unto the said party of the second part his heirs and assigns against them the said party of the first part 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 party of the first part have hereunto set their hands and affixed their seals this Eleventh day of September in the year of our Lord A D 1837

Signed sealed and
delivered in presence
of John Coppin

A. S. Mitchell (L.S.)
A. D. Mitchell (L.S.)
M E Mitchell (L.S.)

The State of Mississippi } Personally appeared before me Thomas
Madison County S.S. } Shackelford Judge of Probate of
said County A.S. Mitchell A.D. Mitchell and Martha E
Mitchell wife of said A.S. Mitchell who acknowledged
they signed sealed and delivered the above and foregoing as
their act and deed on the day and year therein mentioned
And the said Martha E wife of said A.S. Mitchell being
examined separate and apart (by me) from her said husband
acknowledged that she signed sealed and delivered the above
and foregoing deed as her act and deed without any fear threats
compulsion or undue persuasion from her said husband on the
the day and year therein mentioned

Given under my hand and seal on
This 5th day of October AD 1837
Thos Shackelford
Judge of Probate

The State of Mississippi }
Madison County ss } and the said parties A.S. Mitchell
A.D. Mitchell and Martha E Mitchell whose names
are subscribed to the foregoing deed acknowledged by them
that the word in the fifth line from the commencement of said
deed was interlined when the word second was erased in same
line and the word the in at the end of line 6th erased and
the letter w in the 19th line from bottom of first page
the letter E in same line (in lieu of letter w inserted) the word
by these interlined in third line from bottom and the words
that they erased in same line as last above mentioned are
all erased and interlined before sealing and delivering of
the foregoing deed

In testimony whereof I have hereunto affixed
my hand and seal on the 5th
day of October 1837 AD
Thos Shackelford
Judge of Probate

A S & A J D Mitchell
Title Bond
Samuel Hamblin

Received for record this 13th day of October and Recorded this January

Know all men by these presents that we A S Mitchell & A J D Mitchell of the County of Madison and State of Mississippi are held and firmly bound in the penal sum of thirty thousand dollars. to Samuel Hamblin for the payment of which well and truly to be made. we bind ourselves Executors Administrators & assigns Jointly and severally by these presents sealed with our seals and signed this day of 1837

The condition of the above obligation is such that whereas the said Hamblin has purchased back this day of said Mitchell all the property (to wit all the land except the South half of the E½ of N west 1/4 Sect 36 Tw 11 R 4 East - all the horses and Mules all the negroes with their increase all the cattle or an equal number (excepting one yoke which has died and one young yoke with two log chains) all the hogs or an equal number purchased about two years since of said Hamblin for the sum of sixteen thousand four hundred dollars. of which amount twenty four hundred dollars has been paid now upon a transfer of said property & the title thereto the said Hamblin is to deliver to said Mitchell the notes given for said property and said Mitchells bind themselves to make title to the W½ of the E½ of the S E/4 Sect 25 Tw 11 R 4 East - in lieu of the S/4 of the E½ of N W/4 Sect 36 Tw 11 R. 4 E which they have received

Now if said Mitchells shall deliver by the first of Jan next the above property the above obligation to be void and null otherwise to remain in full force and virtue

Signed sealed and delivered in presence of Test W A Offutt

A S Mitchell (Seal)
A J D Mitchell (Seal)

The State of Mississippi } Personally appeared before me Thos Shackelford
Madison County ss } Judge of Probate in said County, A S Mitchell and Alexander James Dallas Mitchell whose names are subscribed to the above and foregoing deed of Bond and acknowledged that they signed sealed and delivered the above and foregoing deed as their act and deed on the day and year therein written

Given under my hand and seal on the 7th day of October 1837

Thos Shackelford
Judge of Probate (Seal)

Benjamine Williams
Articles of agreement
Boteler and Dillon

Received for record on the 6th day of September 1837 and duly recorded on the 13th day of October 1837

Be it Remembered on the 20th day of December, 1836 December 20th 1836. Benjamine Williams of one part and Jno T. Boteler and Henry A Dillon of the other part hath entered with the following agreement Said Williams hereby leases with said Boteler & Dillon the Tavern establishment in Madisonville known as the Madisonville Hotel together with all the lots or pieces of ground now in or any wise appertaining to said Stand consisting of several lots containing in all about fourteen or fifteen acres of land in said Town Together with all the articles belonging to said Tavern described in Schedule marked A. Signed by the parties also two negro Slaves Randall & Eliza now servants in said Tavern hereby hired with said Tavern together with two hundred acres of land known as Mrs Coleman's tract with all the buildings and fencing thereto belonging all for five years from the first day of January next on which day possession will be given for and in consideration of which said Boteler & Dillon agree to pay to said Williams the sum of thirty five hundred dollars per annum to be due and payable every three months after the first day of January next and the said Williams hereby covenants and agrees with said Boteler & Dillon that they shall have and equally enjoy the use and benefit of said property during said Term of five years and said Boteler and Dillon agree to use said property with care and return the same to said Williams at the end of ~~five~~ said Term in good order the unavoidable death or destruction of said property excepted the said Williams agrees that the said Boteler & Dillon shall be allowed out of the rent as it becomes due on all expenses or any reasonable repairs & improvements which may be done for the improvement and convenience of said Tavern including the removal of the Stables and the necessary repairs thereof in witness thereof we hereto set our hands and seals

A true copy of the original. Benj Williams (Seal)
Attest Joseph Riddle Jr. Henry A Dillon (Seal)
The State of Mississippi Madison County } Jno T Boteler (Seal)

Personally appeared before the undersigned clerk of the circuit Court for said County. Joseph Riddle a witness subscribing witness to the within article of agreement and after being duly sworn saith that the within named parties appeared before him and acknowledged the signing & sealing of the within article to be their each of their act and deed In testimony whereof I have hereunto set my hand and affixed the seal of said Court this 6th day of September 1836

(Seal) A D Livingston clk

Gipson Moore
Deed
Booth & Wilson

Received for record the 7th of Sept 1839 and duly Recorded October 16th 1839

This indenture made and entered into this fifteenth day of august in the year of our Lord one thousand Eight hundred and thirty two between Gipson Moore of the County of Madison and State of Mississippi of the first part & William Booth and George W Wilson of the County and State aforesaid of the second part, Witnesseth that the said Gipson Moore party of the first part, for and in consideration of the sum of fifty dollars to him in hand paid by the said Booth and Wilson party of the second part, at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said Booth and Wilson forever released and discharged therefrom, by these presents hath granted, bargained, sold, conveyed and confirmed and by these do grant, bargain, sell, convey and confirm unto unto the said Booth and Wilson their heirs and assigns forever. A certain lot or parcel of land situate lying and being in the County and State aforesaid, being a part of section No 21 in Township Ten of Range Two East and described as follows (Viz) Beginning at a stake at the West Corner of the said Booth and Wilsons Store house on the bank of the River Big Black running thence with said house seventy five feet thence south one hundred and forty five feet to a stake, thence West seventy five feet, thence North to the beginning. Containing one quarter of an acre and including said Store house, together with all and singular the appurtenances, hereditaments, privileges and advantages whatsoever unto the above described premises belonging or in any wise appertaining and also all the estate right title and property and claim whatsoever either at law or in equity of him the said Gipson Moore, of in and to the same to have and to hold the above bargained and described premises with the appurtenances unto the said Booth & Wilson their heirs and assigns forever, and the said Gipson Moore doth covenant, grant, promise and agree to and with the said Booth and Wilson their heirs and assigns that he the said Gipson Moore, and the described and hereby granted premises and every part and parcel with the appurtenances unto the said Booth and Wilson their heirs and assigns against the said Gipson Moore and against all persons lawfully or equitably claiming or to claim said premises or any part thereof by, from or under him or them or any of them, shall and will warrant and by these presents for ever defend

In testimony whereof the said Gipson Moore party of the first part hath hereunto set his hand and seal the day and year above written

Witness Dempsey his mark Coker
Elizabeth

G. Moore
Elizabeth her mark Moore

State of Mississippi } Personally appeared before the undersigned Justice of the peace
Madison County } in & for said County Dempsey Coker one of the subscribing witnesses to the annexed deed who being duly sworn deposeth & saith that he saw Gipson Moore & Elizabeth his wife whose name is subscribed thereto sign seal and deliver the same to the within named William Booth & George Wilson & that he this deponent subscribed his name as witness thereto in the presence of the said Gibson Moore & Elizabeth his wife & that he saw the other subscribing witness sign the same in the presence of the aforesaid Gibson Moore and in the presence of each other on the day & year therein named

Given under my hand and seal this 9th day of Feby 1836

Sworn to and subscribed before me
Saml Sutherland J.P.

Dempsey his mark Coker

Jno Caldwell
Bill of Sale
Mary Caldwell

Received for and recorded on the 30th of October 1839

For and in consideration of seven thousand dollars to me in hand paid this day bargain sell and convey to Mary Caldwell the following negroes to wit Dave aged twenty ~~years~~ years Frank aged twenty seven years Betty aged twenty seven years Peggy aged twenty eight years Eli aged twelve years. Matilda aged thirty five years. Bill aged two years warrant said negroes to be sound in body & mind and slaves for life Also. Guarantee the title of said negroes to be free from the claims of all persons and bind myself to defend the same Signed sealed and delivered this the 18th July 1839

Jno Caldwell (Seal)

State of Mississippi
Madison County } Personally appeared before me William Riley clerk of the Probate Court of said County Jno Caldwell and acknowledged that he signed sealed and delivered the within Bill of Sale as his voluntary act and deed on the day and year therein

Recorded
L. S.

Given under my hand and Official Seal. Oct 31. 1839
William Riley Clk

Joshua Sneed
To
John Germany

Received for record the 23rd day of October 1839. and recorded the 2nd day of November 1839.

State of Mississippi
Madison County } Know all men by these presents that I Joshua Sneed of the State and County aforesaid for and in consideration of twenty two Hundred Dollars the receipt whereof is hereby acknowledged, do by these presents grant bargain sell and convey unto John ~~Germany~~ Jr of the State and County aforesaid his heirs and assigns the following described tract or parcel of land Viz, The South half of the West half N.W. quarter of Section No 22 Township No 11 of Range No 4 E containing 39. 87 acres together with the S 1/2 E 1/2 N.W. 1/4 containing 39. 87 likewise the S 1/2 E 1/2 N E 1/4 in Section No 21 Township No 11 Range 4 East containing 39. 87 acres

To have and to hold the above granted premises with the privileges and appurtenances thereunto belonging unto the said John Germany

his heirs and assigns to his and their use and behoof forever. And I the said Joshua Snead for myself my heirs executors and administrators do hereby covenant with the said John Germany his heirs and assigns, that I am lawfully seized in fee of the above granted premises and that they are free from all incumbrance and that I will and my heirs executors & administrators shall warrant and defend the same against the lawful claims of all persons. In Witness Whereof I the said Joshua Snead have hereunto set my hand & seal this twentieth day of February in the year of Our Lord Eighteen hundred and thirty six.

In presence of Sam'l Hamblin
P Richmore

Joshua his X mark Snead (Seal)

The State of Mississippi
Madison County } Personally appeared before me William Riley Clerk of the Probate Court in and for said County Joshua Snead who acknowledged that he signed sealed and delivered the 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 the 23rd day of October 1837.

L. S.

William Riley Clerk

vvv

C B Howard
Deed
John Caldwell

Received for record September 28th 1837 and Duly recorded November 4th 1837

State of Mississippi

Know all men by these presents that I. Charles B Howard and Jane C Howard his wife of Madison County in the State aforesaid in Consideration of the sum of Eleven thousand seven hundred 46. dollars to us in hand paid by Jno Caldwell of Madison County in the State aforesaid have granted bargained sold and released and by these presents do grant bargain sell and ~~release~~ release unto the said Jno Caldwell all and singular the following tracts of land lying and being in the State and County aforesaid and known on the plat of survey in and for the Choctaw district of lands in said State and County as being the west 1/2 of N E 1/4, E 1/2 of N W 1/4 fractional 1/2 of S E 1/4 E 1/2 of S W 1/4 of Section 36. Township 8. Range 2 East the East 1/2 of S E 1/4 of Section 36 Township 8. Range 2 East and the East 1/2 of N E 1/4. of Section One, Township Seven Range 2 East

Also north 1/2 of lot 5 of Section 6 Township 7 Range 3 East also the west 1/2 of the north east eight of Section 36 Township 8 Range 2 East also lot No 3. Section 5 Township 7 Range 3 East also lot no 3 Section four Township 7 Range 3 East Containing 35 1/2 acres also 1/2 of lot one Section 6 Township 7 Range 3 East together with all and singular the rights members hereditaments and appurtenances to the said premises incident or in any wise appertaining to have and to hold all and singular the premises before mentioned unto the said Caldwell his heirs and assigns forever and the said C. B. Howard do hereby bind Myself my heirs Executors and administrators to warrant and forever defend all and singular the said premises unto the said Jno. Caldwell his heirs and assigns against my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof witness our hands and seals this 18th day of September 1837

C. B. Howard (LS)

J. E. Howard (LS)

State of Mississippi }
Madison County } personally appeared before the undersigned Justice of the peace in and for said County the within C B Howard and Jane E Howard who acknowledged that they signed sealed and delivered the within written instrument as their act and deed on the day and year therein written.

The said Jane E being by me duly 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 same without any coercion or compulsion on the part of her said husband

Given under my hand and seal this 18th day of Sept. A D 1837

Owen Van Vacter J. P. (Seal)

William H. Taber & Wife } Received for record November 16th 1837 and
Deed } duly recorded Novemr 17th 1837.
William Taber Jr. }

This indenture made and entered into this 14th day of June in the year of our Lord 1836 between William H. Taber & Susan E. Taber his wife of the County of Hinds & State of Mississippi of the one part & William Taber Jr of the County of Hinds and State of Mississippi of the other part. Witnesseth the said William H. Taber & Susan E. Taber his wife for and in Consideration of Sum One Thousand and sixty five dollars to them in hand paid at and before the ensealing and delivery of these presents, the receipt whereof is here acknowledged have granted bargained & sold & by these presents do grant bargain and sell to the said William Taber Jr his heirs & assigns forever the following tract or parcel of land situate lying & being in the County of Madison and State of Mississippi (to Wit) the west half of South East quarter of section Twenty six Township Eight of Range two west. Also the South half of the West half of the South West quarter of section Twenty six Township Eight Range two West. Also the North half of the west half of the South West quarter of section Twenty six Township Eight Range two West. Also the South half of the West half of the North East quarter of section Twenty six Township Eight Range two West. to have and to hold the above described tract or parcel of land to the said William Taber Jr his heirs and assigns forever together with all the right title interest & Claim of the said William H. Taber & Susan E. Taber his wife and each of them in & to the same or any part or parcel thereof. The only proper use and behoof of the said William Taber his heirs or assigns forever & the said William H. Taber for himself his heirs and assigns & each & every of them doth hereby Covenant and agree to and with the William Taber that he is at the time of ensealing & delivery of these presents the true and lawful and rightful owner & proprietor of said tract or parcel of land & that the same is at this time free and Clear & freely & Clearly acquitted exonerated & discharged of & from all manner of former & other bargains, sales gifts, grants, dowers, rights & titles of dower, uses, fines, annuities, debts duties, judgements, executions, recognizances & all other estate, rights, titles, Charges & encumbrances whatsoever had, made or done or to be had, made or done in any wise whatsoever by him the said William H. Taber or any person or persons whomsoever having or lawfully Claiming any estate, right, title or interest of in or to the same or any part or parcel of land & that the said William H. Taber his heirs all & singular the aforesaid tract or parcel of land & every part & parcel thereof unto the said William Taber Jr his heirs and assigns & against him the William H. Taber his heirs and assigns forever & against all & every other person or persons whomsoever shall & will warrant & forever defend by these presents

In Witness whereof the parties have hereunto set their seals the day & year first above written

Attest
Josiah Hardwicke (Interlined before assigned)

William H. Taber (Seal)
Susan E. Taber (Seal)

The State of Mississippi } Personally appeared before me
Hinds County } Henry G. Johnston Judge of Probate
for said County. the above named William H. Taber who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned, as his act and deed

Also Susan E. Taber, wife of said William H. Taber who having been examined privately and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed on the day and year therein mentioned without any fear threats, or compulsion of her said husband

Given under my hand and seal
this 16th day of June 1836
Henry G Johnston (Seal)

Jefferson M. Taber } Recorded for record on the 3d day of September 1837
Deed } And duly Recorded on the 18th day of November 1837
John. T. Spencer }

This Indenture made and entered into this the nineteenth day of September in the year of our Lord One thousand Eight hundred and thirty four between Jefferson M. Taber of the County of Hinds and State of Mississippi of the first part, and John T Spencer of the County and State aforesaid of the second part, Witnesseth that the said Jefferson M. Taber of the first part, for and in Consideration of the Sum of Three thousand Dollars to him in hand paid, by the said John. T. Spencer of the second part the receipt whereof is hereby acknowledged, hath this day bargained, sold enfeoffed, conveyed and Confirmed, and do by these presents bargain-sell, enfeoff, convey and Confirm and forever transfer in fee simple unto the said John. T. Spencer, his heirs, executors, administrators or assigns, Certain tracts, lots or parcels of land lying and being situate in the County of Madison and State of Mississippi Known and designated in the plats of the original Surveys of said land as the North West Quarter of Section Thirty three of Township Eight of Range Number Two West, and the South half of the East half of the South East quarter of Section Number Twenty Nine of Township Number Eight of Range Number Two West in the Choctaw District, Containing Two hundred acres (be the same more or less) to have and to hold the same from me and my heirs in fee simple forever, with all the waters, water-courses, mays, timbers, Mines, tenements hereditaments, improvements &c, thereon, or thereunto belonging, and I do forever warrant and defend the right and title of the said granted premises as described unto the said John. T Spencer against all Claim or Claims whatsoever, unto him his heirs Executors, administrators, or assigns. In testimony whereof

I have this the 19th day of September 1835 set my hand and affixed my seal

J. M. Tuber (Seal)

The State of Mississippi }
Hinds County } Personally appeared before me Seneca Pratt a justice of the peace the above named Jefferson. M. Tuber and acknowledged that he signed. sealed and delivered the within deed. as his own act and deed on the day and year therein mentioned and for the purposes therein contained

Given under my hand and seal this the nineteenth day of September Eighteen hundred and thirty five

Seneca Pratt. J.P. (Seal)

Samuel M Flournoy }
Deed }
John. Murrz Tullius. C. Tupper }

Received for Record. October 17th 1837 and duly Recorded Novemr 18th 1837

THIS INDENTURE made and entered the Eighteenth day of September Anno Domini One Thousand Eight hundred and thirty seven Between Samuel M. Flournoy Sheriff of Madison County and State of Mississippi of the first part. And John Murrz and Tullius C. Tupper of the County and State aforesaid of the second part WITNESSETH that Whereas on the Twenty fifth day of October in the year of our Lord one Thousand Eight hundred and thirty six Judgment having been rendered against Moses S. Goff in the Circuit Court of Madison County and State aforesaid for One hundred and thirty five 31/100 Dollars with Interest at the rate of Eight per Cent per Annum until paid, Also the further sum of Twenty One 86/100 Dollars Cost. in favor of S. R. Coffman. also on the same day of October Anno Domini Eighteen hundred and thirty six in favor of John Carpenter Surviving for sixty Eight 58/100 Dollars with Interest at same rate per Cent per Annum Also the sum of Twenty 66/100 dollars Cost Also on the same day of October Anno Domini Eighteen Hundred and thirty six in favor of John. H Elder for the use of for the sum of One Hundred and one 77/10 dollars at the same rate per Cent Interest per Annum also the sum of Twenty one 54/100 dollars Cost. And a Writ of Fieri Facias having been issued from the Office of the Clerk of the Circuit Court of Madison County Commanding the Sheriff of said County that of the Goods and Chattels Lands & Tenements of the said Moses. S. Goff that he Cause to be made the aforesaid sums with Interest at the rate of Eight per Cent per Annum and Cost, and a bond having been given by the said Moses. S. Goff for the delivery of Certain property at the Court House in Canton to satisfy the above named Judgments and Cost with John Sikes security which bonds were forfeited by the said Moses. S. Goff and John Sikes failing to have forthcoming and delivering up said property to the said Sheriff to satisfy the Judgements aforesaid and the bonds so forfeited

having been returned to the Clerks office of the Circuit Court of said County forfeited, which has the force and effect of a Judgement according to the Statute in such Cases made and provided, on which a Writ of Fieri Facias on bond having been issued from the office of said Clerk Returnable Oct Term 1837 Commanding the said Sheriff that of the goods and Chattels, Lands & Tenements of the said Moses S Goff and John Sikes that he Cause to be made the Amount of the aforesaid Judgements with interest and Cost, which Writ of Fieri Facias on bond was duly executed by said Sheriff on the third day of July Anno Domini Eighteen hundred and thirty seven on the right, title, interest and Claim of the said Moses S Goff in and to a Certain lot or parcel of Ground in Williamstown in the County aforesaid Viz Lot No 12 fronting fifty feet on the Public Square running back one hundred feet, which Lot was regularly advertised in the Canton Herald to sell on the day and Year above Mentioned at Public auction at the Court House Door in the Town of Canton, and the same being exposed to public sale and the said John Mann and Tullius C. Tupper, bid Ninetien 50/100 Dollars which was more than any other person would, or did bid. Therefore for and in Consideration of the aforesaid sum of Ninetien 50/100 Dollars Samuel M. Hourney Sheriff aforesaid doth hereby bargain sell and Convey to the said John Mann and Tullius C. Tupper, their heirs and assigns forever all and singular the right, title interest and Claim of said Moses S Goff in and to the said Lot or parcel of Ground above mentioned, to have and to hold free from any Claim of the said Moses S. Goff his heirs and assigns forever, In testimony whereof the said Samuel M. Hourney Sheriff aforesaid hath hereunto set his hand and affixed his seal the day and year above written

S. M. Hourney Shff (Seal)

The Words "and Tullius C. Tupper" on first page 5 lines from the top and on the second page 21 lines from top & also 26th line from top were interlined before signed

S. M. Hourney Shff (Seal)

The State of Mississippi }
Madison County } Personally appeared before me Jno H Baird Deputy for William Riley Clerk of the Probate Court of said County Samuel M. Hourney Sheriff of said County who acknowledged that he signed, sealed, and delivered the within deed on the day and year and for the purposes therein Contained freely and voluntarily as his own free act and deed

In testimony whereof I have hereto affixed my hand and the seal of said Court on the 17th day of October 1837

Jno H. Baird D C
for William Riley Clk

Robert. J. Dinkins } Received and duly recorded November 18th 1837
Power of attorney }
Lewis Dinkins } Madison County Miss, Nov. 16th 1837

Know all men by these presents that I Robert. J. Dinkins of the County of Hinds and State of Mississippi have made Constituted and appointed and do by these presents make, Constitute and appoint Lewis Dinkins of the County of Mecklenburg in the State of North Carolina, my sufficient and lawful Attorney, for me and in my name, to bargain, sell, grant, release and Convey to such person or persons, and for such sum or sums of money or for such Consideration or Considerations, as to my attorney shall seem meet for my advantage and profit, all the right title and interest, which I the sd Robert. J. Dinkins have in right of my wife Louisa. Davis Dinkins, daughter of James Dinkins decd in and to the one fifth part of his the sd James Dinkins decd estate, bequeathed by his last will and testament, to the sd Louisa. D. Dinkins, my wife; for further particulars, reference may be had to the sd will of the sd James Dinkins decd. And upon such sale or sales, Convey and proper deeds, with such Covenant, or Covenants general or special, of warranty, quit-Claim, or otherwise as to my said Attorney shall seem expedient in due form of law as my deed, or deeds to make, seal, deliver, and acknowledge and for me and in my name, to accept and receive all and every the sum or sums, of money, or other Consideration or Considerations whatsoever, which shall be Coming to me on account of the said sale or sales, and upon the receipt thereof, suitable acquittance or acquittances in my name and stead to make, seal, and deliver, - and generally giving to my said attorney full power and authority, touching the premises to do, execute, proceed, and finish, in all things in as ample a manner, as I might do if personally present - hereby ratifying, and Confirming, all lawful acts done by my said Attorney by virtue hereof. In testimony whereof I the sd Robert. J. Dinkins have hereunto set my hand & seal this the 16th day of November AD. 1837

Witness
Alex. H. Dinkins
Wesley. G. Philips.

R. J. Dinkins (Seal)

Novr 18th 1837 Madison County. Miss,
Personally appeared before me R. J. Dinkins and acknowledged that the foregoing power of Attorney to Lewis Dinkins was in presence of the Witnesses, signed by him; and that all his acts shall be legally authorized by him as he himself was personally present

R. J. Dinkins

T. S. Salmon J. P.

State of Mississippi } I John. T. Cameron Clerk of the Probate
Madison County } Court in and for said County of Madison

and State aforesaid hereby Certify that Tooker D. Salmon is an acting Justice of the Peace in and for said County and full faith and Credit are due to his official acts

Given under my hand and seal of this Court this the 18th day of Nov A.D. 1837

John T. Cameron Clerk of Probate

Isaac Anderson }
Mortgage } Received for record the 19th day of October 1837 and duly
John B. Moore } recorded November the 20th AD 1837

State of Mississippi } This Indenture made this the nineteenth day of October
Madison County } Eighteen hundred and thirty seven Between Isaac Anderson of the County of Madison and State of Mississippi of the one part and John B Moore of the County and State aforesaid of the other part — Witnesseth. that the said Isaac Anderson for and in Consideration of the sum of five Dollars in hand paid the receipt whereof is hereby acknowledged hath granted, bargained, sold, aliened and Confirmed and by these presents doth grant bargain bargain, sell alien and Confirm unto the said John B. Moore his heirs and assigns, all that tract, or parcel of land known and designated as follows Viz West half of North west quarter of Section Number Twenty three — also the North East quarter of Section Number Twenty two — all of Township Number Ten — Range No fourth East. Containing Two hundred and forty acres lying in the County & State aforesaid on Dokes Creek, together with all and singular the hereditaments thereunto in any wise belonging and the rents and profits thereof Also Two Negroes Slaves for life, of the following description, Viz) Harry of Black Complexion about forty five or fifty years Old — Eliza of a lighttish Black Complexion, About Twenty Eight years old, to have and to hold the said premises hereby Conveyed, aliened and Confirmed with the appurtenances to the sole and proper use, benefit and behoof of the said John B. Moore his heirs and assigns forever. Provided Always, and these presents are upon the express Condition that if the said Isaac Anderson his heirs or assigns, do and shall well and truly pay or Cause to be paid, unto the President and Directors of the Commercial Bank of Natchez, at the Branch at Canton Miss — the sum of One thousand dollars due March the twenty fifth Eighteen hundred and thirty eight and dated March the Twenty second Eighteen hundred and thirty seven. And also to J. Silverberg & Co the sum of Six Hundred & thirty four dollars and thirty six Cents due four months after date and dated fifteenth day of May Eighteen hundred and thirty seven together with the interest that may accrue thereupon, in manner particularly specified in said notes executed by said Isaac Anderson to the said President & Directors of said Bank and J. Silverberg & Co together with the said John B. Moore as security for said Isaac Anderson on said notes. and the object and intention of this Mortgage deed is to secure said John B Moore for his liability for said Isaac Anderson on the above mentioned notes, and if the said —

The State of Mississippi } I, John B. Moore the Mortgagee in the within and foregoing deed of Mortgage do hereby acknowledge satisfaction for the Debts in the same mentioned to be secured by said Mortgage and do hereby authorize the Clerk of the Probate Court of Madison County to enter the same upon the margin of the record thereof. Given under my hand and seal this 24 day of January AD. 1839
John B. Moore
Witness
Isaac Anderson

Isaac Anderson pay or cause to be paid the afore granted sums. that then and in that case these presents. and every thing herein contained to be void. Any thing herein contained to the contrary notwithstanding. In witness whereof the said Isaac Anderson hath hereunto set his hand and affixed his seal the day and year above written

Isaac his X mark Anderson (Seal)

*

Alexander Young
Deed of Gift
Amanda M. Wadlington

} Received for Record the 19th October 1837 and duly recorded November the 20th AD. 1837

Know all men by these presents, that I Alexander Young of the County of Franklin and State of Tennessee, for and in consideration of the natural love and affection which I have and bear of my daughter Amanda M. Wadlington wife of James M. Wadlington, have and by these presents, doth, give, Grant, and Convey to said James M. Wadlington, in trust for the separate use, support & maintenance of the said Amanda M. & her Children forever. the following negroes. to wit A negro woman of yellow Complexion, named Caroline, about Twenty eight years old & her infant female Child, not named, a negro boy of yellow Complexion, named Claiborne, about two years old; a negro Girl of yellow Complexion named Harriet about four years old. to have and to hold said negro Slaves unto said James M. in trust for the separate use, support & maintainance of said Amanda M. & the heirs of her body forever & in further trust, that at the death of said Amanda M. whether she survives her said Husband or not, the said Trustee aforesaid, is hereby authorised and required to hire out said negroes annually, and apply the proceeds to the support, Educating & maintaining the surviving Children of said Amanda M. said Children to be entitled to equal portions of said Slaves and their increase, to be paid & delivered to them respectively as they marry or come of age. and further trust that if said Amanda shall die without issue of her body, then said negro Slaves to be distributed among the Brothers & Sisters of said Amanda M. Wadlington & their heirs share & share alike. In testimony whereof I have hereunto set my hand and seal this the 28th day of September 1836

Alexander Young (Seal)

State of Tennessee

Personally appeared before William H. Brazelton, Clerk of the County Court of Franklin County, Alexander Young the assignor with whom I am personally acquainted and who acknowledged this deed of Gift to be his act and deed on the day it bears date. Witness my hand at office the 28th day of September AD 1836

Wm. H. Brazelton Clk

Duly registered in my office this 28th day of September AD. 1836

Jesse T. Wallace Register

* The State of Mississippi, Madison County, } Personally appeared before me William Kerley Clerk of the Madison County Court of said County who acknowledged that he signed, sealed and delivered the within written instrument as his act and deed on the day and year and for the purposes therein mentioned. Given under my hand and seal of office at Canton this 19th day of October AD 1837

William Kerley Clerk

Copy Deed of Gift from Alexander Young to Amanda M. Wadlington his Daughter.

I Jesse T. Wallace Register of Franklin County State of Tennessee do hereby Certify that the foregoing Deed of Gift is a true Copy of the original as Registered in my office in Book P. and page 243 with the Certificate thereon endorsed - Given under my hand at office this 6th day of September 1837.

(L. S.) Having no Seal of Office

Jesse T. Wallace Register
F. C.

State of Tennessee }
Franklin County }

I William H. Bourgeton Clerk of the County Court of said County do hereby Certify that Jesse T. Wallace whose name is signed to the within Certificate is Register of Franklin County and state aforesaid duly elected and legally qualified and that faith and Credit ought to be given to all his acts as such

In testimony whereof I have hereunto set my hand and affixed my seal of office in Winchester at office on the 6th day of September A. D. 1837

M. M. Bourgeton Clk

State of Tennessee }
Franklin County }

I Wallis Estill Jr Chairman and presiding magistrate of the County Court of said County hereby Certify that William H. Bourgeton is Clerk of the County Court of said County and that his attestation is in due form of Law and sealed with the County seal

Given under my hand and seal this 6th day of September A. D. 1837

W. Estill Jr (Seal)
Chairman of Franklin County Court

John C. Roberts }
Deed }
Archibald Erwin }

(Received for Record Oct 17th 1837 and duly Recorded November 20th A. D. 1837

This Indenture made and entered into this Twenty ninth day of October in the year of our Lord One thousand eight hundred and thirty six between John C Roberts of the County of Hinds and State of Mississippi of the first part and Archibald Erwin of the same County and State of the second part Witnesseth that for and in consideration of the sum of Eighteen hundred and forty three dollars in hand paid by the said Archibald Erwin to the said John C Roberts the receipt whereof is hereby acknowledged, the said John C. Roberts hath bargained and sold and by these presents doth bargain, sell, alien, enfeoff, Convey and Confirm unto the said Archibald Erwin, his heirs and assigns the the said John C Roberts

undivided half of the following tracts or parcels of land situate, lying and being in the County of Madison and State of Mississippi more particularly known and designated as follows (to wit) The North half of the North East quarter of Section No twenty nine (29) Township eight (8) of Range No two west, containing seventy nine 97/100 acres more or less. And the west half of the North West quarter of Section No Twenty eight (28) Township Eight of Range No two (2) West, Containing Eighty 16/100 acres more or less, and the North East quarter of West half South West quarter of Section No twenty one (21) Township No Eight (8) of Range No two West, Containing two hundred and forty 94/100 acres more or less, all entered at Mount Salus Land office (Ms) on the twenty fifth day of March eighteen hundred and thirty five in the name of the said John B. Roberts and Archibald Erwin of Hinds County Mississippi to have and to hold the above described tracts or parcels of land with all and singular the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Archibald Erwin his heirs and assigns forever. And the said John B. Roberts for himself his heirs Executors & administrators do hereby Covenant and agree to and with the said Archibald Erwin his heirs, Executors, Administrators and assigns that he will well and truly warrant and forever defend the above bargained land and premises from the legal claim or claims of any person or persons whatsoever. In Witness whereof I have hereunto set my hand and affixed my seal the day and year first above written

The words "his the said John B. Roberts undivided half of" interlined before signed

J. B. Roberts (Seal)

State of Mississippi } Personally before me Seneca Pratt a Justice of the
Hinds County } peace the above named John B. Roberts and acknowledged that he signed sealed and delivered the above deed as his own act & deed on the day and year therein mentioned

Given under my hand and seal this 29th day of October 1836

Seneca Pratt J.P. (Seal)

State of Mississippi }
Hinds County }

I Sydney S. Scott Clerk of the Probate Court of said County hereby Certify that the foregoing deed was this day duly recorded in my office in Book J of Deeds page 175

Given under my hand and official seal of office at Raymond this 9th day of February A.D. 1837

S. S. Scott Clk

State of Mississippi }
Hinds County } I S. S. Scott Clerk of the Probate Court for said County hereby Certify that Seneca Pratt was an acting Justice of the peace for said County at the time of taking the within acknowledgement. And that full faith should be given to all his acts as such — Witness my hand and seal of office this 16th October 1837

S. S. Scott Clk

Archibald McGehee & wife to Deed of Josiah Bonner. Rec'd for record Nov 10th 1837 and recorded 20th Nov A.D. 1837

This Indenture made this fourth day of October One Thousand eight hundred and thirty six between Archibald McGehee and Cynthia J McGehee his wife of the County of Madison in the state of Alabama of the one part and Josias Bonner, of the County of Madison in the state of Mississippi of the other part. Witnesseth: that the said Archibald McGehee and Cynthia J. his wife for and in Consideration of the sum of Five Hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have this day bargained, sold, aliened, enfeoffed, and conveyed, and by these presents do bargain, sell, alien, enfeoff and convey to the said Josias Bonner, All that Certain tract or parcel of land lying and being in the aforesaid County of Madison in the said state of Mississippi and known, designated and described, as the West half of South West quarter of Section Numbered four, of Township Numbered seven, of Range, Numbered Two East of the Basis Meridian of the Choctaw land district, Containing according to the Government Survey Eighty three acres and Ninety four hundredths of an acre, be the same actually more or less To have and to hold, the above described tract or parcel of land with the tenements and appurtenances thereunto belonging or in any wise appertaining unto the said Josias Bonner, his heirs and assigns forever- and the said Archibald McGehee, and Cynthia J McGehee his wife for themselves their heirs, executors and administrators, do warrant and will forever defend the title to the above described and hereby granted premises unto the said Josias Bonner, his heirs and assigns from and against them the said Archibald McGehee and his wife and all and every person or persons Claiming or holding under them the said Archibald McGehee and Cynthia J. McGehee his wife, and also against the lawful title, claim, or demand of all and every person or persons whomsoever, Claiming or holding by, from or under the Government of the United States

In testimony whereof, the said Archibald McGehee and Cynthia J. McGehee his wife have hereunto set their hands and seals the day and year above written

Signed, Sealed and delivered in presence of } Archd. McGehee (Seal)
} Cynthia J McGehee (Seal)

State of Alabama } Be it Known, that on this tenth day of October in the year of our
Madison County } Lord One thousand eight hundred and thirty six Before me William H. T. Browne Notary Public by lawful authority duly admitted and sworn according to law residing in the Town of Huntsville appeared Archibald McGehee, whose name is subscribed to the within deed who acknowledged the same to be his act and deed for the purposes in said deed Contained- And on the same day I exhibited said deed to Mrs Cynthia J McGehee wife of the said Archibald, who on a separate examination, from her said husband acknowledged that she signed, sealed, and delivered the same as her voluntary act and deed, without fear threats or compulsion from her said husband the said Archibald

In testimony whereof I the said Notary Public have hereunto set my hand and affixed my notarial seal at office in Huntsville the day & year first above written

Wm H. T. Browne Not Pub

Ramsey M. Cox } Received for Record the 16th day of October 1837
Mortgage } and duly Recorded Nov 21st AD. 1837
Stuart & Mitchell }

Know all men by these presents that I, Ramsey M. Cox of the State of Mississippi and County of Madison in Consideration of Seventeen Thousand, seven hundred & seventy five dollars worth of goods, Wares and Merchandise to me sold and delivered by Oscar F. E. Stuart & William H. Mitchell of the same State & County the receipt whereof I do hereby acknowledge, do hereby Give, grant, bargain, sell & convey unto the said Stuart & Mitchell their heirs and assigns for ever all and singular the following described lands tenements, Negro Slaves, Goods and Chattels, to wit, Lot Number One in Square No Seven & Lot No Seven in Square No eight situate, lying and being in the Town of Canton in the State and County aforesaid — And also the N. W. quarter of Section fourteen of Township two of Range ten East, & the N. E. half of N. E. quarter of section fifteen, and the N. half of the N. quarter of section eleven and the N. half of the S. E. quarter of section two, and the S. E. half of S. E. quarter of section fourteen of Township two of Range ten East, of lands lying and being in the State of Mississippi and County of Neshoba in the Choctaw District of said State, together with all & singular the hereditaments, privileges and appurtenances to the same in any wise appertaining and belonging & also the five following Slaves to Wit, a Man Named David aged about twenty years, a boy named Warren aged about thirteen years, a Man Named Prince aged about thirty years, a Woman Named Milissa aged about thirty years and a Woman aged about thirty years Named Lotty & also the following Goods & Chattels to Wit, Fifteen Trunks full, Sixty six Boxes full, Twelve Bales Seven Casks full, two & Bundles, to have and to hold the same to the said Stuart & Mitchell their heirs and assigns forever, And I the said Ramsey M. Cox for myself my heirs, executors & administrators do Covenant with the said Stuart & Mitchell their heirs, executors, administrators & assigns, that I will and my heirs, executors & administrators shall warrant & defend the same to the said Stuart and Mitchell their heirs and assigns for ever against the lawful claims & demands of all persons, — Provided Nevertheless, that if the said Ramsey M. Cox his heirs, executors, or administrators shall pay to the said Stuart & Mitchell their heirs, Executors, administrators or assigns the said sum of Seventeen Thousand seven hundred and seventy five dollars, secured by the two several promissory notes under seal of the said Ramsey M. Cox both bearing even date with these presents & payable to the said Stuart and Mitchell or order, the first for the sum of Eight thousand & four hundred & thirty seven dollars and fifty Cents, bearing lawful interest thereon, from the first day of September AD. 1838, and due and payable on the first day of January AD. 1839, And the second for the sum of Eight thousand four hundred & thirty-seven dollars & fifty Cents, bearing lawful interest thereon from the first day of September AD. 1838 and due and payable on the first day of January in the year of our Lord, One thousand eight hundred and forty, on or before the day they each become due and payable as aforesaid, then this deed as also the two several notes under seal of the said Ramsey M. Cox shall

be void Otherwise to remain in full force

In testimony whereof I hereunto set my hand & seal this 28th day of September A.D. 1837.

One word on first page erased
Zone on second zone interlined on
second page before sealing & delivery hereof
Test

Ramsey M. Gaf (Seal)

State of Mississippi } Personally appeared before me William Riley Clerk of
Madison County } the Probate Court for said County and State aforesaid the within named Ramsey M. Gaf who acknowledged that he signed sealed and delivered the within deed as his voluntary and deed on the day and year therein named and for the purposes therein contained

(L.S.)

Given under my hand and seal of office at office in Canton November the 21st A.D. 1837

William Riley Clerk

Josiah Bonner & Wife }
Deed Trust } Received for Record Nov. 21st 1837 and duly
Passmore Hooper } Recorded on the same day

This Indenture made and entered into this fourteenth day of October in the year of our Lord One thousand eight hundred and thirty seven. Between Josiah Bonner and M. his wife of the County of Madison and State of Mississippi, of the first part, and Passmore Hooper of the County of Claiborne and State aforesaid of the second part. Witness — That whereas the said Josiah Bonner is desirous to secure the payment of the following debts and sums of money which the said Passmore Hooper and Wilhelmus Bogart are liable for — that is to say — the said Josiah Bonner's draft dated November 3rd 1835 at 15 months due 3rd February 1836 on the said Bogart & Hooper and by them accepted — and on which suit is now depending in the District Court of the United States for the State of Mississippi. — Also the said Josiah Bonner's note dated July 24th 1837 at 6 months payable at the Grand Gulf Rail Road Bank due due 22nd January 1837 for the sum of nine thousand nine hundred and twenty seven dollars and fifteen Cents — on which said note the said Hooper & Bogart are endorsers, the amount of the above described draft of the said Josiah Bonner on Bogart & Hooper being the sum of fourteen thousand Eight hundred and four Dollars and forty four Cents. — Also the said Josiah Bonner John R. Herbert and H. M. Herbert's note dated 1st August 1837 and payable ten months after date to the President, Directors and Company of the Planters Bank of the State of Mississippi for the sum thirty two Hundred and Twenty five dollars and sixty six Cents. — also H. M. & J. R. Herbert and Josiah Bonner's note dated 7th August 1837 payable six months after date to the said Hooper & Bogart at the Commercial Bank of Natchez at Canton. — also the said Josiah Bonner's note for the sum of Two thousand One hundred and ninety nine dollars and fifty four Cents, due 1st January 1839 — And whereas also the said Josiah Bonner is desirous to secure the said ~~Bogart~~ Hooper & Bogart and the said Bogart & Hooper, for

the above mentioned and described liabilities by way of endorsement, or acceptances, or as holders or in any other manner of responsibility, which they the said Hooper & Bogart or Bogarty Hooper, have incurred for him the said Josiah Bonner,— Now therefore this Indenture witnesseth that the said Josiah Bonner and his wife Sarah H. Bonner, for and in consideration of the premises and for the purpose of securing the payment of the aforesaid draft of the said Josiah Bonner for fourteen thousand Eight hundred and four dollars and forty four cents accepted by the said Bogarty & Hooper.— also the said Josiah Bonners note for the sum of Nine thousand nine hundred and twenty seven dollars and 15 cents and also all of the balance of the said Josiah Bonners note above described due and payable as aforesaid to the said Hooper & Bogart or order and all other liabilities of him the said Josiah Bonner to the said Hooper & Bogart and the said Bogarty Hooper— have granted, bargained, sold, released, and confirmed, and by these presents, do grant, bargain, sell, release, and confirm unto the said Papsmore Hooper his heirs and assigns all of that certain tract of land or plantation situated in the County of Madison aforesaid on which the said Josiah Bonner now resides, and is now cultivating, containing the quantity of Eleven hundred and ten acres of land, and adjoining the lands of the heirs of Kemp dec on the west, Tidwell on the East and Mills on the South and situate on the public road leading from Livingston to Madisonville in the County of Madison and State aforesaid and called and known by the name of  or by whatsoever name or names the same may be. And also the following named Negroes, that is to say, George aged 35. Pompey aged 33. Houston aged 25, Edward aged 23, Thornton 23, John aged 20. Jeff aged 25. Jack aged 27, Randell aged 25. Dave aged 30. Martin aged 18, Lee aged 17. Charles aged 17. Phill aged 20. Alfred 17. Lisa 25, Vina 25. Diana 28, Sarah 25, Lucilia 22. Anna 20. Jenny 12. Eliza 12 Levi 10, Little Charles 6. Jack 4. Milly 40, Martha 16. Mary Ann 5. Ning 2, Matilda 2, Dan 1 year old.— To have and to hold the said tract of land containing Eleven Hundred and ten acres,— hereditaments, privileges, buildings, improvements, and advantages, hereby granted, or mentioned or intended so to be with the appurtenances, and also all the above named negroes, unto the said Papsmore Hooper his executors or administrators— in Trust to and for the following purposes— that is to say— that if the said Josiah Bonner, should fail to meet and fully pay the aforesaid debts and liabilities, which the said Bogarty Hooper & Hooper & Bogart are liable and bound for. That is to pay the said sum of $14 804 44 being the amount of said Bonners draft on Bogarty Hooper, dated and payable as aforesaid on which suit is now instituted in the District Court of the United States for Mississippi District. And also the said sum of $9 937.15. the amount of said Bonners note due in the Grand Gulf Bank. on which the said Hooper & Bogart are endorsers- and judgement obtained against them as such by the said Bank at the May term of the Circuit Court of Claiborne County 1837— also pay and fully discharge his said note for $3.225.66. with John R. Herbert and H. H. Herbert his securities dated 1st August 1837 and payable Ten months after date— also his said note for $2.199.54 dated 6th September 1837 and payable 1st January 1839— and also H. H. & J. R. Herbert. and said Bonners note dated 7th August 1837. and payable six months after date for $518.05. or either of the said amounts above specified

now due and to become due and payable at the time when the money for the said draft or acceptance, or the said notes may be demanded or required of the said Hoopes & Bogart or Bogart & Hoopes, or either of them, or when the money due as specified in the said last mentioned notes shall become payable according to their respective dates – Then in that Case the said Passmore Hoopes, may sell and Convey giving thirty days public notice, such part of the aforesaid land and negroes, as may be necessary to pay and satisfy any of the aforesaid debts – which the said Josiah Bonner may fail to pay and satisfy when thereunto required by the holders of the same. – And it is hereby expressly desired by the said Josiah Bonner that the said Passmore Hoopes shall sell and Convey any part of the above mentioned land and Negroes, whenever the said Hoopes & Bogart or the said Bogart & Hoopes shall be required as his endorsers or acceptors to pay any of the above mentioned liabilities and to apply the money arising from such sale and Conveyance to the payment and satisfaction of such debts, as the said Hoopes & Bogart or the said Bogart & Hoopes, may be responsible for, and also all such debts as may be due and payable to them the said Hoopes & Bogart or Bogart & Hoopes, as the same may mature and become payable – together with such expense as may be incurred in effecting such sale and Conveyance or has been already incurred by said Hoopes & Bogart on account of said Josiah Bonner

In testimony whereof the said Josiah and his wife Sarah H. have hereunto set their hands and seals the day and year aforesaid

Signed sealed and delivered
in the presence
W. J. Pierrell

Josiah Bonner (Seal)
Sarah H. Bonner (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Judge of Probate in and for said County Josiah Bonner whose name is signed to the foregoing deed of Trust that he signed, sealed and delivered the same as his act and deed, for the purposes therein contained, and on the day and year therein written

Given under my hand and seal
the 14th day of October 1837

W. McDougall (Seal)
Judge of Probate

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for the County aforesaid Sarah H. Bonner wife of the said Josiah Bonner who on a private examination before me separate and apart from her said husband and out of his hearing acknowledged, that she signed, sealed and delivered the above and foregoing instrument of Writing, as and for her act and deed and for the purpose therein expressed without fear, threats or compulsion of her said husband

Given under my hand and seal this 6th day
of Novr Eighteen hundred and Thirty seven

Charles Moore J.P. (Seal)

Samuel M. Hounsley & Wife } Received for Record Nov 22nd 1837 and duly
Deed } recorded November 23rd A.D. 1837
John Smith }

This Indenture made and entered into this the Eleventh day of October. Anno Domini One thousand eight hundred and thirty seven (1837) and between Samuel M. Hounsley and Minerva Ann Hounsley of the first part and John Smith of the second part. Witnesseth that for and in Consideration of the sum of Eighteen hundred dollars to them in hand paid by the said John Smith the receipt whereof is hereby acknowledged hath bargained. sold and Conveyed. and by these presents doth bargain sell and Convey to the said John Smith his heirs and assigns forever a certain tract or parcel of land lying and being in the County of Madison and state of Mississippi Known and designated as follows. Viz The West ½ of the North West ¼ of section 22 in Township No Nine of Range No 3 East Containing by estimation Eighty acres be the same more or less, together with all Woods. Waters. Mines and Minerals. to have and to hold the same free from all persons or manner of persons whatever. And the said Samuel M. Hounsley and Minerva Ann Hounsley doth hereby warrant and defend the title of the aforesaid tract or parcel of land to the said John Smith his heirs and assigns forever

In testimony whereof the said Samuel M. Hounsley and Minerva Ann Hounsley hath hereunto set their hands and affixed their seals the day and year above Written

S. M. Hounsley (Seal)

Test
J. J. Henry

M. A. Hounsley (Seal)

State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court for said County. Samuel M. Hounsley
Who acknowledged that he signed, sealed and delivered
the within deed as his voluntary act on the day and year therein named and
for the purposes therein Contained

Also the within named Minerva A. Wife of said Samuel M. Hounsley
Who being examined by me separate and apart from her said husband
acknowledged that She signed sealed. and delivered the within deed as her
free and voluntary act. and deed on the day and year therein named
and for the purposes therein Contained. without any fear. threats or
Compulsion from her said husband

Given under my hand and seal of
office at Canton this 23rd day of Nov A.D. 1837

John T. Cameron Clk

Jacob Herod } Received for Record the 2nd day of September 1837
Marriage Contract } and duly recorded November 3rd A.D. 1837
Catharine McCay }

This Indenture made and entered into on this second day of September in the year of our Lord one thousand Eight hundred and thirty seven Between Jacob Herod of the County of Attala and State of Mississippi of the first part, and Catharine McCay of the County of Madison and State aforesaid of the second, and John S. Tucker also of the County & State last aforesaid of the third – Witnesseth that Whereas the said Catharine McCay is the owner & possessor of an estate both real and personal which she derived from the estate of her late husband Elias McCay and otherwise – And whereas also a marriage is shortly intended to be had and solemnized between the said Jacob Herod and the said Catharine McCay, and whereas the said Jacob Herod is desirous, to make such a Conveyance or settlement as will enable the Child or Children of the said Catharine to inherit and enjoy the whole of her said estate at her death – Witnesseth that the said Jacob Herod and Catharine McCay for and in Consideration of the premises and also in Consideration of the sum of Ten dollars to them in hand paid the receipt whereof is hereby acknowledged (Should said Marriage take place) hath bargained, Sold and Conveyed and doth by these presents bargain sell and Convey unto the said John S. Tucker all and singular the estate both real and personal that now belongs to the said Catharine McCay for the special use & benefit of the said Catharine, at the death of the said Jacob her intended husband, or for the special use and benefit of the Children of the said Catharine at her death Should she die before the said Jacob, in trust also that the said Jacob Herod (Should said Marriage take place) is to have the use and benefit of the same as also the possession during the life of the said Catharine McCay – and also should the said John S. Tucker die before he discharges the trust aforesaid, that the said Catharine may at any time thereafter designate any other person to take the trust aforesaid – In witness whereof we have hereunto set our hands and seals the day and year above written

Jacob Herod (Seal)
Catharine her mark McCay (Seal)

John S. Tucker (Seal)

The State of Mississippi }
Madison County } Personally appeared before me William Riley Clerk of the Probate Court of said County, Jacob Herod, Catharine McCay and John S. Tucker, 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, and for the uses and purposes therein expressed.

Given under my hand and seal of office at Canton this 2nd day of September Anno Domini 1837

William Riley Clerk

William Jones } Recorded for record Nov 11th 1837 and duly
Deed Trust } recorded Novem 23d A.D. 1837
T. J. Smith }

The State of Mississippi } This Indenture made and
Madison County } entered into the 8th day of No-
-vember in the year of our Lord eighteen hundred and thirty seven —
between William Jones of the first part and Thomas J. Smith Trustee
for Absalom M. Smith of the second part all of the County and State afore-
-said — Witnesseth — that whereas the said William Jones hath this day of
the date hereof executed and delivered to the said Absalom M. Smith his
two several promissory notes, each for the sum of One Thousand three
hundred and fifty dollars, each bearing date the eighth day of No-
-vember eighteen hundred and thirty seven — the first of said notes due
due on the first day of January eighteen hundred and thirty nine
the second of said notes, due on the first day of January eighteen
hundred and forty, and each payable to the said Absalom M. Smith
or order — Now the said William Jones in order more fully to
secure the payment of the said two promissory notes when they shall
respectively become due, and for the further consideration of five
dollars to him the said Jones in hand well and truly paid by the said
Thomas J. Smith, Trustee as aforesaid at and before the sealing and
delivery of these presents the receipt whereof is hereby acknowledged
he the said William Jones Granted, bargained and sold, and by these
presents doth grant, bargain, and sell, unto the said Thomas J. Smith
Trustee as aforesaid all those Certain Lots, Tracts, or parcels of land
situated, being, and lying in the Town of Madisonville in the County
and State aforesaid, and more particularly described as being the half of
Lot three hundred and forty four, and the entire lots Numbers three
hundred and forty five and three hundred and forty six and every
part and parcel thereof together with all and singular the appurtenances
houses and out houses and every other thing thereunto in any wise belong-
-ing unto the said Thomas J. Smith Trustee as aforesaid and his successors
for ever — To have and to hold the premises aforesaid and every part and
parcel thereof together with all and singular the appurtenances thereunto
in any wise belonging unto the said Thomas J. Smith Trustee as aforesaid
his heirs, executors, administrators and assigns forever — but upon the fol-
-lowing trust, to wit, that if the said William Jones shall fail to pay
take up or arrange by final settlement, the two promissory notes before
described, the first of said notes, on the first day of January eighteen
hundred and thirty nine or the second of said notes on the first
day of January eighteen hundred and forty — then and in that
case, upon the arrival of each of the last mentioned periods, said
Trustee shall take possession of the premises aforesaid or so much
thereof as shall be sufficient, which till such time and after the due
execution of this deed, shall be and remain in the possession of the said
William Jones; And the said Trustee after giving sixty days notice —

In some convenient and suitable Newspaper, shall offer the property aforesaid or so much thereof as shall be deemed sufficient, at public Auction in the Town of Madisonville to the highest bidder, and of the proceeds shall pay to the said Absalom. M. Smith if sufficient shall be made from said sale enough to satisfy the amount which may be due on that note on account of the nonpayment of which said sale may have taken place together with all costs, damages and charges which he may have incurred by reason of the non payment of said note — And it is further covenanted and agreed by and between the said parties, that if the Trustee aforesaid shall die, decline or otherwise become incompetent to execute the trust hereinmentioned then the said Absalom. M. Smith shall always have the power to appoint another in his place and stead, with as full and complete authority as the said Thomas. J. Smith is hereby invested with; And the Trustee who shall make the sale by virtue of the premises shall have power to make complete deeds of conveyance to the purchaser or purchasers, of said property.

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

William Jones (Seal)
Thos. J. Smith (Seal)
A. M. Smith (Seal)

The State of Mississippi }
Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for said County the within named William Jones, Thomas. J. Smith and Absalom M. Smith, who acknowledged that they signed sealed and delivered the within written Indenture as their several act and deed for the purposes therein mentioned, on the day and year therein mentioned.

Given under my hand and seal this eighth day of November eighteen hundred and thirty seven

✓ ✓ ✓ Owen Van Vacter, J. P. (Seal)

A. W. Smith } Received for record Nov^r 16^th 1837 and duly recorded on the
Deed } 24^th November A.D. 1837

William Jones } The State of Mississippi } This Indenture made and entered into
Madison County } the eighth day of November eighteen hundred and thirty seven by and between Absalom W. Smith of the first part and William Jones of the second part, all of the County and State aforesaid Witnesseth That the said Smith for and in Consideration of the sum of two thousand five hundred dollars to him in hand well and truly paid by the said Jones at and before the sealing and delivery hereof the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain, and unto the said Jones, his heirs and assigns forever, all those Certain lots, tracts or parcels of land, situate, being and lying in the Town of Madisonville in the County and State aforesaid, and more particularly described as being the half of lot Number Three hundred and forty four and the two entire lots numbered Three hundred and forty five and Three hundred and forty six, and every part and parcel thereof; and all right title interest and Claim whatsoever, of him, the said Smith, of in, and to the same: To have and to hold the above described premises, and every part and parcel thereof, together with all and singular the appurtenances thereunto in anywise belonging unto, the said William Jones his heirs and assigns forever, and the said Absalom W. Smith for himself and his heirs covenants and agrees to and with the said William Jones his heirs and assigns that he will forever warrant and defend the above described premises unto the said William Jones his heirs and assigns forever, against all and every person or persons whatsoever — — In testimony of all which the said parties have hereunto set their hands, and seals the 8^th day of November eighteen hundred and thirty seven

A. W. Smith (Seal)

William Jones (Seal)

State of Mississippi } Madison County } Personally appeared before the undersigned Justice of the peace in and for said County the above named Absalom W. Smith and William Jones, who acknowledged that they signed, sealed, and delivered the above written Indenture as their act and deed, on the day and year therein mentioned.

Given under my hand and seal this 8^th day of November eighteen hundred and thirty seven

Orwin Van Vacter, J.P. (Seal)