and his heirs and assigns, against the said parties of the first part & their heirs and assigns, lawfully or equitably claiming or to claim said premises, or any part thereof, by from or under any of them, shall and will warrant, and by these presents forever defend.

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

Signed, sealed and delivered in the presence of
Thos H. Williams
John Baldwin

Jo. Dunbar (Seal)
Olivia Dunbar (Seal)
David Hunt (Seal)
Ann F. Hunt (Seal)

State of Mississippi
Adams County } Personally appeared before the undersigned a Judge of the Circuit Court of the State of Mississippi presiding in & for the first Judicial district of said State, Joseph Dunbar and David Hunt the within named who acknowledged that they signed, sealed, and delivered the within deed on the day & year therein mentioned as their act and deed.

Given under my hand and seal this 19th day of December 1834

Alex Montgomery (Seal)

State of Mississippi
Adams County } Personally appeared before me Alexander Montgomery presiding Judge of the first Judicial District of said State, Olivia Dunbar wife of Joseph Dunbar and Ann F. Hunt wife of said David Hunt, who being being by me examined separate and apart from their said husbands, severally acknowledged that they each of them signed, sealed & delivered the within deed as their voluntary act and deed freely without any fear threats or compulsion of their said husbands.

Given under my hand & seal this 19th day of December 1834

Alex Montgomery (Seal)

✓✓✓

Joseph Jones & wife
Deld
Ellis. P. Pafmore

Recd for Record January 10th 1838 & Recorded January 13th 1838

This Indenture made this thirteenth day of January in the year of our Lord Eighteen hundred & thirty five. Between Joseph Jones & Mary his wife of the first & Ellis P Pafmore of the second part — Witnesseth, that for and in Consideration of the sum of five Hundred and fifty Dollars, to them in hand paid, the parties of the first part have granted, bargained, sold, released & Confirmed and by these presents do grant, bargain, sell, release and Confirm unto the said parties of the second part and his assigns all that parcel or tract of land lying and being in the State of Mississippi and County of Madison being the —

South West quarter of Section Six in Township Nine Range 2 East, Containing one hundred & fifty six acres and 32/100 of an Acre more or less, together with all and singular, the appurtenances, hereditaments, privileges and advantages whatsoever unto the above described premises belonging or in any wise appertaining him, to and also all the Estate, right, interest, title and property whatsoever, at law or equity of him the said Joseph Jones and Mary his wife in and to the same, to HAVE and to HOLD the above described premise with the appurtenances unto the said Ellis P. Passmore and his assigns forever, And the said Joseph Jones and Mary his wife for their heirs, Executors, administrators and assigns do Covenant, grant, promise and agree to and with the said Ellis P. Passmore and his assigns that they the said Joseph Jones and Mary his wife do hereby warrant and forever defend the above described premises and every part thereof with the appurtenances unto the said Ellis P Passmore and his assigns against the said Joseph Jones, his heirs and assigns, lawfully or equitably Claiming the same or any part thereof, by from or under him or them or any of them, shall and will warrant and by these presents forever defend, In Witness of which the said Joseph Jones & Mary his wife have hereunto set their hands and seals the day & year above written,

Signed sealed and delivered
In presence of Hugh Saunders } Witnesses
Charles Thompson

Joseph Jones (Seal)
Mary Jones (Seal)

State of Mississippi }
Madison County } Personally appeared before me the undersigned justice of the Peace in and for said County the within named Joseph Jones and Mary his wife who acknowledged that he signed, sealed & delivered the within instrument of writing for the purposes therein named and that she the said Mary his wife on a private Examination, separate and apart from her husband acknowledged that she signed, sealed and delivered the same as her voluntary act or deed without any fear dread or Compulsion of her husband.

Given under my hand and seal this 13th day of January One thousand Eight hundred and thirty five

Alex Sutherland J. P. (Seal)

vvv

James H. Smith
Deed
S. F. Butterworth } Received and Recorded January 13th 1838

State of Mississippi } This Indenture made and entered into the fifteenth day
Lowndes County } of October in the year of our Lord, One thousand eight hundred and thirty seven, between James H. Smith and Samuel F. Butterworth both of the State & County aforesaid Witnesseth, that the said James H. Smith for and in Consideration of the sum of Thirty one Thousand Eight hundred and fifteen dollars to him in hand paid by the said S. F. Butterworth the receipt of which is hereby acknowledged, has bargained, sold, aliened and Conveyed, and by these

presents, does bargain, sell, alien, and convey unto the said S. F. Butterworth the following described tracts or parcels of land, lying and being in the state aforesaid — to wit, The East half of the North west quarter of Section No thirty-five in Township nine North of Range seven East, Containing Eighty one 40/100 acres The East half of the South West quarter & the South West quarter of the south west quarter of Section No thirty three, in Township No fourteen north of Range No Eleven East, Containing One hundred nineteen 37/100 acres, The south East quarter of the North west quarter and west half of the south west quarter of Section No six in Township No nine North of Range No Eleven East, Containing One hundred and thirty four 40/100 acres, The North west quarter of Section thirty four in Township No twenty North of Range Eleven East, Containing One hundred & sixty 18/100 acres, The North East quarter and East half of the south East quarter of Section No Eighteen in Township No ten north of Range No Eight East, Containing Two Hundred and thirty seven 38/100 acres, The West half of the south West quarter of Section No seventeen in Township No Ten North of Range No Eight East, Containing Eighty & 43/100 acres, The East half of the North East quarter of Section No twenty nine in Township No nine North of Range No six East Containing Eighty & 91/100 acres, The west half of the North West quarter of Section No Eight in Township No Nine North of Range No six East, Containing Eight & 60/100 acres, The South west quarter of Section No thirty two in Township Eleven North of Range seven East Containing One hundred & sixty two 31/100 acres, The south East quarter of Section thirty one in Township No Eleven North of Range seven East, Containing One hundred and sixty one 16/100 acres, The south West quarter of Section No four in Township No Eight North of Range No Nine East, Containing One Hundred & Eighty four 88/100 acres, The south East quarter of Section No thirty one in Township No Fourteen North of Range No Eleven East, Containing One hundred & fifty nine 84/100 acres, The East half of the North west quarter of Section No thirty in Township No twelve North of Range No five East Containing Eighty & 26/100 acres, The East half of the south East quarter of Section No fifteen in Township No twelve North of Range No five East Containing Seventy nine & 37/100 acres, The west half & the south East quarter of Section No fourteen in Township No twelve north of Range No five East Containing four hundred & Eighty 21/100 acres, The South West quarter of Section No Nineteen in Township No twelve North of Range No five East Containing One hundred & sixty 91/100 acres, The East half of the North East quarter & the East half of the South East quarter of Section No thirteen in Township No twelve North of Range No five East, Containing One hundred & fifty nine 78/100 acres, The West half of the south East quarter of Section No two in Township No twelve North of Range No five East, Containing eighty six & 92/100 acres, The West half of the North East quarter of Section No Eleven in Township No twelve north of Range No five East, Containing Eighty & 7/100 acres, The West half of the North West quarter of Section No One in Township No twelve North of Range No five East Containing Eighty six & 82/100 acres, The south East quarter of Section No twenty seven in Township No thirteen North of Range No five East, Containing One hundred & fifty nine 88/100 acres, The West half of the north East quarter & the East half of the North west quarter & the East half of the south West quarter of Section No twenty one in

Township No thirteen north of Range No five East Containing Two hundred and forty one 8/100 acres. The East half of the North East quarter and the south half of section No twenty four in Township No thirteen North of Range five East Containing Three hundred & ninety seven 91/100 acres, The East half of the north west quarter of section No twenty five in Township No thirteen North of Range No five East Containing Eighty & 20/100 acres, The East half of the South East quarter & west half of the south west quarter of section No twenty five in Township No thirteen North of Range No five East, Containing One hundred & fifty 52/100 acres, The North half of section No ten in Township No thirteen north of Range No five East, Containing Three hundred & twenty 72/100 acres, The North west quarter of section No twenty three in Township No thirteen North of Range No five East, Containing One hundred & fifty nine 75/100 acres, The South west quarter of section No twenty five in Township No thirteen north of Range No five East Containing One hundred & fifty nine 48/100 acres, The East half of the north East quarter of section No twenty two in Township No thirteen north of Range five East, Containing seventy nine 87/100 acres, The North half of section thirty four in township No thirteen north of Range No five East, Containing Three hundred & nineteen 92/100 acres, The West half of the north west quarter of section No thirty five in Township No thirteen north of Range No five East, Containing Eighty & 8/100 acres, The south west quarter of section No fourteen in Township No thirteen north of Range No five East, Containing One hundred & fifty & 98/100 acres, The west half of the north west quarter of section No twenty three in Township No thirteen north of Range No Ten East, Containing seventy nine 21/100 acres, The East half of the north west quarter of section, No twenty one in Township No Eighteen north of Range No eight East, Containing seventy nine & 78/100 acres, The south west quarter of section No thirty two. in Township No nine north of Range No seventeen East, Containing One hundred & fifty 11/100 acres; The west half of the North East quarter & the west half of the south East quarter of section No thirty in Township No fifteen north of Range No fourteen East, Containing One hundred & fifty 4/100 acres, The West half of the North East quarter & the West half of the south East quarter of section No ten in Township No fourteen north of Range No Eleven East Containing One hundred & fifty 12/100 acres, The north East quarter of section No ten in Township No nineteen north of Range No thirteen East Containing One hundred & fifty nine 69/100 acres, The south half of section No three in Township No nineteen north of Range No thirteen East, Containing Three hundred & twenty one 68/100 acres, The North East quarter of section No four in Township No nineteen, north of Range No thirteen East, Containing One hundred & fifty one 13/100 acres, The south East quarter & East half of the south west quarter of section No nine in Township No nineteen north of Range No thirteen East, Containing two hundred & forty 66/100 acres, The West half of section No twenty one in Township No nineteen north of Range No thirteen East, Containing Three hundred & twenty 48/100 acres, The West half of the North west quarter of section No fourteen in Township No thirteen north of Range No ten East, Containing seventy nine 25/100 acres — The North half & south East quarter of section No twelve in Township No fourteen north of Range No Eight East Containing Four hundred & fifty eight 60/100 acres, The West half of the north West quarter & the West half of the south west quarter of section No seven in Township No fourteen north of Range No nine East Containing One hundred & fifty seven 59/100 acres, The north west quarter of section No four in

Township No Thirteen North of Range No Eleven East Containing one hundred & seventy Eight acres, The West half of the south West quarter of section No twenty nine, in Township No Eleven North of Range No Thirteen East, Contain- Eighty & 10/100 acres, To have and to Hold unto the said S. H. Butterworth his heirs and assigns, each and all of the above described tracts or parcels of land, with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, against the Claim or Claims of the said James H. Smith, his heirs, Executors, and administrators forever.

And the said James H. Smith doth hereby warrant and bind himself to defend the title to the aforesaid bargained & sold premises and every part & parcel thereof against the Claim or Claims of himself his heirs Executors & administrators unto the said S. H. Butterworth his heirs & assigns forever—

In testimony whereof the said James H. Smith hath hereunto set his hand and affixed his seal, the day & year first above Written.

N B. The Words S. H. Butterworth is written on an erasure before signing The words Range & No Thirteen interlined in page five before signing & also the words Samuel H. Butterworth written on an erasure before signing

J. H. Smith (Seal)

The State of Mississippi } I Robert D. Haden Clerk of Probate for said County
Lowndes County } do hereby Certify that the above named James H. Smith personally appeared before me & acknowledged that he signed, sealed and delivered the foregoing deed, with the erasures & interlineations mentioned in the above note to Samuel H. Butterworth on the day & year therein named as his act and deed.

(Seal)

Given under my hand and seal of office this 17th day of October A.D. 1837

R. D. Haden Clerk

The State of Mississippi }
Lowndes County } Know all men by these presents that I Henrietta H. Smith wife of the within named James H. Smith for and in Consideration of the sum mentioned in the within deed as having been paid to my said husband, do hereby transfer assign and set over to Samuel H. Butterworth his heirs & assigns all my right, Claim, and interest of Dower which I have or may hereafter have in to or out of the lands mentioned in the within deed as having been Conveyed from my said husband to said Butterworth and every part & parcel thereof. To Have and to Hold unto the said Samuel H. Butterworth his heirs and assigns forever, against the Claim of all and every person. Claiming by virtue of an assignment from me, Witness my hand and seal this Eighteenth day of October A.D. 1837

H. H. Smith (Seal)

The State of Mississippi }
Lowndes County } I Robert D. Haden Clerk of Probates for said County do hereby Certify that the above named Henrietta H. Smith wife of James H. Smith personally appeared before me and on examination separate & apart from her said husband acknowledged that she signed sealed & delivered the foregoing relinquishment of her right of Dower to Samuel H. Butterworth freely & voluntarily & without any—

constraint or compulsion of her husband whatever

Given under my hand and seal of office
the 18th day of October A.D. 1837

R. D. Harden Clerk

The State of Mississippi
Madison County } I John T. Cameron Clerk of the Probate Court of said County do hereby Certify that the annexed and foregoing deed from James H. Smith to Samuel F. Butterworth together with the relinquishment of the right of dower & Certificates of acknowledgement were this day deposited for record and were together with this Certificate duly recorded in my office in Book of Deeds E pages 301. 302. 303. 304 & 305.

Given under my hand and seal of office at Canton this 18th day of January A.D. 1838

John T. Cameron Clerk

1 V. V

J. C. Groves & Wife Dud
VanVacter & Walker

Received for Record December 16th 1837 and Recorded Jany 18th 1838

The State of Mississippi
Madison County } This Indenture made and entered into this twenty sixth day of September in the year of our Lord one thousand eight hundred and thirty seven between Jredell C. Groves and Sarah Groves his wife of the one part, and Owen VanVacter and William F. Walker, of the other part, Witnesseth that the said Jredell C. Groves and Sarah Groves, his wife, for and in Consideration of the sum of one dollar to them in hand paid by the said VanVacter and Walker at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained sold, released and confirmed and by these presents do grant, bargain, sell, release and confirm unto the said VanVacter and Walker, their heirs and assigns forever, the following tracts of land, situated being and lying in the County and State aforesaid and more fully described as being the South East quarter, the North west quarter and the West half of the North East quarter of Section Number thirty five, Township Number Ten, Range five East, together with all and singular the appurtenances thereunto in any wise belonging: To Have and to Hold the above described premises unto the said VanVacter and Walker, their heirs and assigns forever, to their own proper use, benefit and behoof.

And it is further Covenanted and agreed by and between the said parties, that the said Jredell C. Groves and Sarah, his wife, do not Convey or engage to Convey unto the said VanVacter and Walker, any other right, title interest, or Claim to the above described premises than they the said Jredell C. Groves and Sarah, his wife, at present have; And that this deed shall not be Considered or Construed to be in derogation of any other deeds or deed they may have given for the same property, and now of Record in the office of the Probate Court of Madison County and State aforesaid. Given under our hands and seals the day and year first above written

Signed Sealed and delivered

in the presence of
W. R. Canty
Isaac Enloe

A. B. Groves (Seal)
(Seal)
Owen VanVacter (Seal)
W. F. Walker (Seal)

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County Isaac Enloe one of the subscribing Witnesses to the annexed deed, who being first duly sworn, deposeth and saith that he saw the above named A. B. Groves, Owen VanVacter and W. F. Walker, whose names are subscribed thereto, sign, seal, and deliver the same as their act and deed, that he this deponent subscribed his name as a Witness thereto; in the presence of the said Groves, VanVacter and Walker and that he saw the other subscribing Witness sign the same in the presence of the said Groves VanVacter and Walker, and in the presence of each other on the day and year therein mentioned.

Given under my hand and seal this 15th day of December AD 1837

Charles Moore J P (Seal)

Hardin D. Runnels
Deed
Thomas Collins.

Received for Record January 15th 1838 and Recorded Same day

This Indenture made this second day of January in the year of our Lord One thousand Eight hundred and thirty eight. Between Hardin D. Runnels of the County of Madison and State of Mississippi of the first part, and Thomas Collins of the same County and State of the other part - Witnesseth, that the said party of the first part for and in consideration of the sum of Two hundred dollars the receipt whereof is hereby duly acknowledged hath granted, bargained, sold, aliened, released and confirmed and by these presents doth grant, bargain, sell, alien, release and confirm unto the party of the second part his heirs and assigns forever, the following tract of land situate, lying and being in the County of Madison and State of Mississippi, bounded and described as follows, to wit. The East-half of the North-West quarter Section One of Township Eleven north of Range Five East, containing Eighty five and 74/100 acres, entered in the Choctaw District at Columbus the 17th January 1833) be the same more or less as conveyed by the United States of America to Hardin D Runnels described as above stated, and the reversions and reversions, remainder and remainders, rents and services thereof, and also all the Estate, right, title interest, claim property and demand whatsoever of him the said party of the first part of in and to the same, and of in and to, every part and parcel thereof. To Have and to Hold, the said tract of land, tenements and appurtenances above mentioned with the appurtenances unto the said party of the second part his heirs and assigns forever, to the only proper use, benefit and behoof of him the said party of the second part and his heirs and assigns forever. And the said party of the first part and his heirs shall and will warrant -

and forever defend the said tract of land and premises before mentioned unto the said party of the second part, and his heirs and assigns, against the said party of the first part, and his heirs and against any and all persons claiming by, from or under him or them or any of them,

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

Signed, sealed and acknowledged in presents of Seaty A Walker — H. D. Runnels (Seal)

The State of Mississippi } ss — Martha B. Runnels (Seal)

Madison County } Personally appeared before me the undersigned Justice of the Peace in and for said County Harden D. Runnels and Martha his wife who acknowledged that they signed sealed and delivered the within deed as their act and deed on the day and year therein mentioned, and the said Martha wife of said H. D. Runnels being examined separate and apart from her said Husband acknowledged the same without any fears threats or compulsion of said husband or the fears of his displeasure on the day and year first above mentioned

Given under my hand and seal this the 13th day of January A.D. 1838

M. Ewing (Seal)
Justice of the Peace

Comfort Payne
Sled
Josiah Newman

Received for Record January 11th 1838 and Recorded Jany 15th 1838.

This Indenture made and entered into this sixth day of January in the year of our Lord one thousand eight hundred and thirty eight, between Joseph W. Comfort, Nancy Ann Comfort his wife and James M. Payne of the County of Madison and State of Mississippi of the first part and Josiah Newman of the County and State aforesaid of the other part, Witnesseth, that the party of the first part, for and in Consideration of the sum of fourteen hundred dollars, to them in hand paid by the said Josiah Newman the receipt whereof is hereby acknowledged hath granted, bargained, sold, confirmed and conveyed, and by these presents do give, grant, bargain sell, alien, release, confirm and convey unto the said Josiah Newman his heirs administrators and assigns a certain lot or parcel of land, situate, lying and being in the Town of Canton and County and State aforesaid, known and described in the plan of said Town as lot number two, in square number seven, containing twenty six feet front by two hundred feet back of the East part of the said lot together with all and singular the premises and appurtenances thereunto belonging or in any wise appertaining to HAVE and to HOLD, to him the said Josiah Newman his heirs and assigns forever, And we the said Joseph W. Comfort, Nancy Ann Comfort and James M. Payne, do bind ourselves, our heirs, Executors and administrators to warrant and forever defend the title to the said bargained premises against ourselves our heirs and assigns

and against the lawful Claim or Claims of any and all other person or persons whatsoever

In testimony whereof we have hereunto set our hands and affixed our seals the day and date above written

Joseph W. Comfort (Seal)
Nancy A. x Comfort (Seal)
James M Payne (Seal)

State of Mississippi }
Madison County } Personally appeared before me T. D. Solomon an acting justice of the Peace for said County the above named Joseph W Comfort, Nancy A. Comfort his wife and James M. Payne who severally acknowledged that they signed sealed and delivered the above and foregoing deed as their voluntary act and deed on the day and year and for the purposes therein specified. And the said Nancy A wife of said Joseph W. Comfort being by me examined separate and apart from her said husband acknowledged that she signed, sealed and delivered the same freely and voluntarily without the fear, threats or compulsion of her said Husband

Given under my hand and seal this 8th day of January A.D. 1838

T. D. Solomon J.P. (Seal)

J. G. Middleton }
Deed } Received for Record January 13th 1838 and Recorded Jany
J. A. Powell } 15th 1838

State of Mississippi }
Madison County } This Indenture made and entered into this 10th day of January 1838 Between John G Middleton — John A. Powell of second part. Both of the State and County above written — Witnesseth, that the said Middleton for and in Consideration of the sum of five thousand Eight hundred and ninety six Dollars to him in hand paid by the aforesaid J. A Powell the receipt whereof is hereby acknowledged hath Bargained, sold and delivered and by these presents do bargain sell and deliver unto the said J A Powell the following tract of land lying and being in the said County of Madison and State of Mississippi and known as follows, Lot No Three Section thirty five Township nine Range four East, Also the South half of the East half of the South East quarter of Section twenty four. Township nine Range 4 East also the North half of the same quarter, also the West half of the South West quarter of section twenty six Town nine Range four East. Containing in all Two hundred and sixty eight acres, Now for the above Consideration I John G. Middleton bind my self my heirs and assigns and all and every person or persons whomsoever, Claiming, In testimony Whereof I have hereunto set my ... and seal this the day and year first above written.

Signed sealed and delivered
in presence of (Attest)
J. S. Prichard
Thos E. Old

John G. Middleton (Seal)

The State of Mississippi } Personally appeared before me the undersigned justice
Madison County } of the Peace in and for said County the above named
John G. Middleton who acknowledged that he signed, sealed and delivered
the written deed as his voluntary act on the day and year therein mentioned
and for the purposes therein specified. Given under my hand and seal
this 13th day of January A.D. 1838.

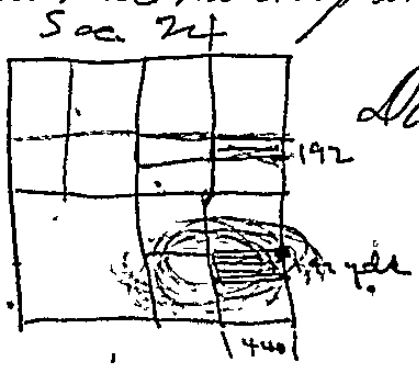
J. H. Barry J.P.

D. M. Sutton } Received for Record January 15th 1838 and Recorded
Deed } 16th January 1838
John Stone Jr }

This Indenture, made this eleven the day of May in the year of our Lord One Thousand eight hundred and thirty six Between David M. Sutton of the County of Madison and State of Mississippi of the one part and John Stone Jr of the County and State of Mississippi of the other part, Witnesseth that for and in Consideration of the sum of three hundred & twenty dollars,— Cents, Current Money of the united States in hand paid to the said David M. Sutton by the said John Stone Jr the receipt whereof is hereby acknowledged, he the said David M. Sutton hath given, granted, bargained and sold, and by these presents doth give, grant, bargain and sell, alien, release, convey and confirm, unto the said John Stone Jr a certain tract or parcel of land, containing Thirty five acres, situate, lying and being in the County of Madison and State of Mississippi and bounded as follows to wit, Beginning at the North East Corner of the South half of the East half of the North East quarter of Section No twenty four Township No Nine Range No two East and running with the Section and Range line south One hundred and ninety two yards to a Stake, Thence West to the line which divides the East half of the North West quarter from the West half of the North East quarter to a Stake, Thence North One hundred and ninety two yards to a Stake thence East to the beginning. Together with all and singular the appurtenances thereunto belonging or in anywise appertaining: to HAVE and to hold the above described tract or parcel of land to him the said John Stone Jr and his heirs and assigns forever: And the said David M. Sutton for his heirs Executors and administrators, doth hereby covenant, promise and agree to and with the said John Stone Jr and his heirs, executors administrators and assigns that he will forever warrant and defend the said tract or parcel of land to him the said John Stone Jr and his heirs, executors, administrators and assigns against himself the said David M. Sutton his heirs executors administrators and assigns. In testimony whereof he the said David M. Sutton has hereunto set his hand and affixed his seal the day and year first above written.

Executed and delivered
in presence of
C. C. Shackleford
W. G. McFarland

Sec 24



David M. Sutton (Seal)

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

Given under my hand and seal of office at Canton this 15th day of January AD 1838
John T. Cameron Clerk

Wm J Hill et al }
Deed } Received for Record Jany 15th 1838 and Recorded
Rufus K. Fluck } 16th January 1838

This Indenture, made the First day of December in the year of our Lord One thousand eight hundred and Thirty seven Between William J. Hill, his wife Sarah E of the County of Madison State aforesaid & Thomas Fluck of the County of Yellowbusha State aforesaid of the one part & Rufus K. Fluck and Robert T. Cannon of the other part. Witnesseth, that the said William J Hill, Sarah E. Hill & Thomas Fluck for and in Consideration of Seven hundred dollars to them in hand paid by the said Fluck and Cannon at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Hill and Fluck their heirs Executors, and administrators forever released and discharged therefrom, by these presents have granted, bargained, sold, Conveyed and Confirmed and by these presents do grant, bargain, sell, Convey and Confirm unto the said Fluck & Cannon their heirs and assigns forever, All of lot number Three Hundred and six in the Town of Madisonville in the County & State aforesaid fronting Thirty five feet on Main Street and running back one hundred & twenty feet, together with all and singular the appurtenances hereditaments, privileges and advantages whatsoever, unto the above described premises, belonging or in anywise appertaining.— And also, all the estate, right title, interest and property, and Claim whatsoever, either at law or in equity, of them the said Hill and Fluck, of, in and to the same.— To Have and to Hold the above granted, bargained and described premises, with the appurtenances, unto the said Fluck & Cannon their heirs and assigns forever; And the said Hill & Fluck for their heirs, Executors, and administrators, do Covenant, grant, promise and agree to and with the said Fluck & Cannon their heirs and assigns, that they the said Hill & Fluck and their heirs, the above described and hereby granted premises, and every part thereof, with the appurtenances unto the said Fluck & Cannon and their heirs and assigns, against the said Hill & Fluck and against all persons lawfully or equitably Claiming or to Claim said premises or any part thereof, by, through or under them shall and will Warrant, and by these presents forever defend.

In Witness Whereof, the said William J. Hill Sarah E Hill

& Thomas Huck have hereunto set their hands and seals the day and year first above written

Signed, Sealed and delivered in the presence of

Wm J. Hill (Seal)
Sarah E Hill (Seal)
Thomas Huck (Seal)

The State of Mississippi } Personally appeared before the undersigned
Madison County } Justice of the Peace in and for said County William J Hill and Sarah E. his Wife, who acknowledged that they signed, sealed and delivered the within written Instrument as their act and deed on the day and year therein mentioned, The said Sarah E. being by me examined separate and apart from her said husband and the contents thereof being first made known to her, declared that she did voluntarily and of her own free will and accord sign, seal and deliver said instrument as her act and deed without any Coercion or Compulsion on the part of her said Husband

Given under my hand and seal this 1st day of December AD 1837

Owen VanVacter. J.P. (Seal)

The State of Mississippi }
Yallabusha County } Personally appeared before me Davidson M Rayburn Clerk of the Probate Court in & for said County Thomas Huck who acknowledged that he signed sealed and delivered the within instrument to Rufus K. Huck and Robt. Harrison as his own free act and deed on the day and year therein mentioned. and for the purposes therein expressed

In witness whereof I have hereunto set my hand and seal of said Court at office this 28th day of December A.D. 1837

D M Rayburn Clk

(L S)

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J. P Harrison } Received for Record January 15th 1838 and Recorded
Deed of Release } January 16th 1838
John R. Grigsby }

Whereas on John R Grigsby of Madison County State of Mississippi, heretofore to wit, on the 2nd day of December 1835 made & executed to J P Harrison as trustee for N & E Ford & Co a certain deed of trust of that date in and to certain property therein specified consisting of land and negroes which was intended to secure said N & E Ford & Co against the payment of the sum of Ten Thousand dollars as in said deed specified, by virtue of the acceptance of a Bill of exchange for that amount accepted by them for said Grigsby, which said deed of trust was duly recorded in the office of the Clerk of the Probate Court of Madison County on the 7th day of December 1835 in Deed Book C. pages 257 & 258 — and Whereas the said John R. Grigsby having duly saved & kept the said N & E Ford & Co harmless from the payment of said bill of Exchange & all Costs & damages thereon, according to the tenor effect & Conditions of said deed of Trust, Therefore this Indenture Witnesseth, that I the said

Gilson P Harrison in Consideration of the premises & at the special request of said N & E Ford & C° as well as the sum of Ten dollars to me in hand paid by the said John R. Grigsby have this day granted, bargained, sold, released & forever quit Claimed as said trustee unto him the said John R. Grigsby and to his heirs and assigns executors & administrators all of said property, both real and personal in said Deed of trust specified & mentioned, and hereby Conveying such title as I hold as said Trustee & no other & guaranteeing to said Grigsby the title to said property only against me & my heirs & none other whatsoever, Witness my hand and seal this day and year first above mentioned

G. P. Harrison (Seal)

The State of Mississippi }
Warren County } Personally appeared before me Elbridge G Walker Clerk of the Probate Court of said County the above named Gilson P Harrison, who acknowledged that he signed sealed and delivered the foregoing deed of release on the day and year therein mentioned as his act and deed for the purposes therein specified.

Given under my hand and seal of office this 29th day of June 1837
Test E. G. Walker Clerk, P. C.

(L S)

Wm. M. Winbourne & Wife Lucy } Received for Record January 16th 1838 and
Vicksburg } recorded January 17th 1838
Commercial & Rail Road Bank }

Know all men by these presents that we William M Winbourne and Mary B his wife of the Town of Vernon in the County of Madison State of Mississippi for and in Consideration of the sum of One hundred Dollars to us in hand paid the receipt of which is hereby acknowledged have granted, bargained, sold, and by these presents do grant bargain and sell and Convey unto the President, Directors and Company of the Commercial and Rail Road Bank of Vicksburg their assigns and successors forever, all that Certain parcel of land situated in the town of Vernon and described as follows. Fronting on the East side of North & South Street, Commencing at the Corner of a Certain lot of land now or late owned by James A Pugh running North on said North & South Street Eighty four feet. thence East two hundred feet thence South Eighty four feet to the land of said Pugh, and thence West to the place of beginning, with all the appurtenances, and all the right title interest, Claim and demand of us or either of us in the said premises: To Have and to Hold the same with all the appurtenances unto the said President Directors & Company of the Commercial & Rail Road Bank their assigns and successors in fee simple forever. And I the said William M Winbourne for myself & my heirs, do hereby Covenant and agree to and with the said President Directors and Company of the Commercial & Rail Road Bank of

Vicksburg and their successors and assigns, that I am now the owner of the said premises, and am seized of a good and indefeasible estate of inheritance therein, and that I have full right & power to sell and convey the same in fee simple, absolute; that the said premises are free and clear of all incumbrances: that the said President Directors & Company of the Commercial & Rail Road Bank of Vicksburg their successors and assigns may forever hereafter have, hold, possess and enjoy the same, without any suit molestation or interruption by any person whatever lawfully claiming any right therein; And I the said William M. Winbourne and all persons hereafter claiming under me, will at any time hereafter at the request and expense of the said President Directors & Company of the Commercial & Rail Road Bank Vicksburg their successors and assigns make all such further assurances for the more effectual conveying of the said premises with the appurtenances as may reasonably be required by them.

And I the said William M. Winbourne and my heirs, will warrant and defend the said premises with the appurtenances, unto the said President Directors & Company of the Commercial & Rail Road Bank of Vicksburg their assigns and successors forever.

In testimony whereof, we have hereto set our hands & seals this sixth day of January in the year of our Lord One thousand eight hundred & thirty eight,

Sealed and delivered
in presence of
L. Roach
Thos Shackelford

W. M. Winbourne (Seal)

Mary B. Winbourne (Seal)

The State of Mississippi } Personally appeared before me Thos Shackelford
Madison County } Judge of Probate in and for said County
William M. Winbourne and Mary B. his wife whose are subscribed to the above and foregoing deed, and acknowledged that they signed sealed and delivered the same, on the day and year therein written as their act and deed.

And the said Mary B. his wife being examined separate and apart from her husband by me acknowledged that she signed sealed, and delivered the foregoing deed as her act and deed for the purposes therein specified on the day and year therein written without any fear, threat or compulsion from her husband

Given under my hand & seal on the 6th Day of January A.D. 1838.

Thos Shackelford (Seal)
Judge

vvv

Vincent Moon } Received and Recorded January 17th 1838
to
J. W. P. McGinsey } Deed

This Indenture made & entered into this 16th day of January in the year of our Lord one thousand Eight hundred and thirty eight Between Vincent Moon of the County of Madison & State of Mississippi of the one part & John W. P. McGinsey of the County & State aforesaid of the other part Witnesseth— That for & in Consideration of the sum of Five thousand three Hundred & seventy dollars to him in hand paid the receipt whereof is hereby acknowledged, he the said Vincent Moon hath bargained, sold & Conveyed and by these presents doth bargain sell & Convey unto J. W. P. McGinsey, his Heirs & assigns forever an undivided moiety of a Certain tract or parcel of land and improvements upon it Consisting of a saw mill & other Buildings, which said tract of land is the same that was purchased by Vincent Moon & J. W. P. McGinsey of Peter Blackmon by deed bearing date 31st May 1836 and is situated in the County of Madison & State of Mississippi on both sides of Nuckatchie Creek and designated as follows. Viz: The East half of the South West quarter, & the West half of the South West quarter of Section one & the South half of the East half of the South East quarter of Section two in Township Ten Range four East, To Have and to Hold the above described land & bargained premises, with all and singular the hereditaments, improvements & appurtenances, thereunto belonging or in any wise appertaining, together with all the Stock, Team, lumber, Carriages and utensils of whatever Kind to the only proper use & benefit of him the said J. W. P. McGinsey his heirs & assigns forever, And he the said Vincent Moon for himself his heirs &c doth Covenant & agree to & with the said J. W. P. McGinsey his heirs &c that the above described land & bargained premises he will warrant and forever defend against the lawful Claims, title or demand of any & all persons whomsoever.

In testimony whereof he the said Vincent Moon hath hereunto set his hand & seal the day & date first above written

Signed sealed & delivered in presence of — Vinto Moon (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County the above named Vincent Moon who acknowledged that he signed sealed and delivered the above and foregoing deed to J. W. P. McGinsey as his free and voluntary act and deed on the day and year therein named and for the purposes therein specified

Given under my hand and seal of office at Canton this 17th day of January A D 1838

John T. Cameron Clerk

James A. Pugh & Wife } Received for Record January 16th 1838
Deed } of Vicksburg } and Recorded January 17th 1838
Commercial & R.R. Bank }

Know all men by these presents, that we James A. Pugh and Elizabeth A. his wife of the Town of Vernon in the County of Madison, State of Mississippi for and in consideration of the sum of Nine hundred Dollars to us in hand now here paid the receipt of which is hereby acknowledged, have granted bargained sold and by these presents do grant bargain, sell and convey unto the President Directors and Company of the Commercial and Rail Road Bank of Vicksburg, their assigns and successors all that certain parcel of land situate in the Town of Vernon and described as follows fronting on the East side of North and South street One hundred feet and running East having an equal width with the front Two hundred feet the same lying immediately opposite the south lot of the two lots bought of Zabon M. Brasfield by Hall of Baltimore, with all the appurtenances, and all the right title, interest, claim and demand of us or either of us in the premises To Have and to Hold the same with the appurtenances unto the said President Directors & Company of the Commercial and Rail Road Bank of Vicksburg, their assigns and successors, in fee simple forever.

And I the said James A. Pugh for myself and my heirs do hereby Covenant and agree to and with the said President Directors and Company of the Commercial & Rail Road Bank their successors and assigns, that I am now the owner of the said premises, and am seized of a good and indefeasible right and estate of inheritance therein, and that I have full right and power to sell and convey the same in fee simple absolute, and that the said President Directors & Company of the Commercial and Rail Road Bank, their assigns and successors, may forever hereafter have hold possess and enjoy the same, without any suit, molestation or interruption by any person whatever, lawfully claiming any right therein, and I further warrant that the said premises are free and clear of all incumbrances, and that I the said James A. Pugh, and all persons hereafter claiming under me, will, at any time hereafter, at the request and expense of the said President Directors and Company of the Commercial Rail Road Bank, their successors or assigns, make all such further assurances for the more effectual conveying of the said premises, with the appurtenances as may reasonably required by them.

And I the said James A. Pugh, and my heirs will warrant and defend the said premises, with the appurtenances unto the said President Directors & Company of the Commercial & Rail Road Bank of Vicksburg their assigns and successors forever.

In testimony whereof, we have hereunto set our hands and seals this 16th day of January in the year of our Lord One thousand eight hundred and thirty eight ~~signed~~ Sealed and delivered in presence of J. Peach

James A. Pugh (Seal)
Elizabeth A. Pugh (Seal)

Filed and Recorded

The State of Mississippi } Personally appeared before me Thos Shackel-
Madison County } ford Judge of Probate in and for said
County, James A Pugh and Eliza Ann A. his wife whose names
are subscribed to the foregoing Deed and acknowledged that they
signed sealed and delivered the same on the day & year therein
written as their act and deed;

And the said Eliza Ann A. being examined be-fore me
separate and apart from her said husband, acknowledged that she
signed, sealed and delivered the same on the day and year therein
written as her act and deed without any fear, threat or compul-
sion from her husband.

Given under my hand and seal on the
28th day of January A.D. eight teen hundred
and thirty eight

Thos. Shackelford (Seal)

George R Fall }
Mortgage } Received and Recorded January 18th 1838
Saml M. Puckett }

This Indenture made the third day of January
Eighteen hundred and thirty eight between George R. Fall of the County of
Madison State of Mississippi, of the One part, and Samuel M. Puckett of
the County of Rankin State aforesaid of the other part, Witnesseth, that for
and in Consideration of the sum of fifty thousand Dollars in hand paid
by the said Puckett, to the said Fall, the receipt whereof is hereby ack-
nowledged, before the ensealing hereof, the said Fall hath bargained, sold
Conveyed, released and Confirmed, And by these presents, doth bargain-
sell, Convey, release and Confirm, unto the said Puckett, the following descri-
bed Estate, Consisting of lands, Negroes, Stock &c, to wit; the tract of land
being situate in the County of Madison aforesaid known and designated
as the Pearl Dale plantation, formerly owned by Robert I Walker, and by
him sold to the said G. R. Fall, containing twenty four hundred acres more
or less and also the following named Negroes being part and parcel of said
estate, to wit Anthony, George, Samuel, Martin, Prince, Robert, Peter, Richard
Isham, Berry, Frank, Lear, Harriet, Phoebe, Judy, Jenny, London, Charles, Samuel
Henry, Jack, Kitt, Joe, Joe, George, Alexander, Jordan, Joe, Collin, Rachel, Ce-
Briney, Sarah, Mahala, Anne, Lucinda, Franky, Mary and Caroline, said
Negroes by these presents sold and delivered, by the said Fall to the said
Puckett, for the Consideration in the premises) To Have and to Hold to the
said Puckett his heirs and assigns forever, with all and singular
the appurtenances, thereunto belonging or in any wise appertaining
And the said Fall doth by these presents, warrant and defend
the title to said Pearl Dale estate, to the said Puckett his heirs & forever
against the Claim or Claims of all and every other person or persons
whatsoever, and also that said Negroes are free from liens

Provided Nevertheless, that whereas, the said Puckett hath heretofore bought on the Eighth day of December Eighteen hundred and thirty seven purchased for the Consideration in the premises of and from the said Hall an undivided interest of one half of said Real Estate including land, negroes, and stock of every description, belonging to said plantation, and whereas also, the said Puckett, is security for the said Hall in a Note (promissory) for the sum of Seven Thousand five hundred Dollars drawn in favor of the Mississippi and Alabama Rail Road Company, negotiable and payable at their Banking House in Brandon, Now if the said Hall shall after the expiration of Months from this date, when called on for such purpose make to the said Puckett, such sum of is good and sufficient title to said Estate, in the premises, And if the said Hall shall meet at Maturity said promissory Note or otherwise save harmless and indemnified the said Puckett, on account of his said security ship, then this deed is to be void, otherwise to remain in full force and effect

In testimony whereof we have hereunto set our hands and affixed our seals this day and year first above written

G. R. Hall (Seal)

Samuel M. Puckett (Seal)

State of Mississippi }
Hinds County } This day came personally before me Samuel M. Puckett and G. R. Hall whose names are signed to the foregoing instrument of writing purporting to be a Mortgage and acknowledged that they signed, sealed and delivered the same for the purposes therein contained — Given under my hand and seal this seventeenth of January One thousand Eight hundred and thirty eight

C. P. Wright (Seal)
Judge of the High Court of Errors & Appeals

John Vining }
Bill Sale } Received and Recorded January 22nd 1838
Hardin D. Runnels }

Received of Hardin D. Runnels twelve thousand five hundred Dollars for the purchase of the following negroes to wit) David about twenty four years old, Sepe about thirty four. Buck about seventeen, Anthony about sixteen. Lewis fifteen, Sam thirteen, Eliza ten, Dennis twelve, Melinda twenty seven and her two Children Charles seven & Lucy about 18 mon. this in bad health, Eliza Nineteen & Child Lucretia seven Months, the Child in bad health, Ginney twenty seven & Child Simon three years old Mary sixteen. Big America in her fourteenth & little America thirteen, Charlotte thirteen the

right & title of which I bind myself my heirs & the Warrant & forever defend from the Claim or Claims of all and every person or persons whatsoever, also Sound, Given from under my hand & seal this 3rd day of October 1835

Test

Jno Vining (Seal)

Hardin R. Runnels
Thos Shackelford

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County Thomas Shackelford one of the subscribing witnesses to the foregoing bill of Sale who being duly sworn deposeth and saith that he saw the above named John Vining sign seal and deliver the same to the within named Hardin R. Runnels on the day and year therein and for the purpose therein mentioned, and that he this deponent subscribed his name thereto as a witness in the presence of the said Vining and in the presence of Hardin R. Runnels the other subscribing witness thereto and that he this deponent and said Runnels subscribed their names as witnesses thereto in the presence of each other on the day and year therein mentioned

Given under my hand and Seal of office at Canton this 23rd day of January AD 1838

John T. Cameron Clerk

William S. Allen & wife
Ded
Thomas L. Arnold } Received & Recorded January 25th 1838

This Indenture made and entered into this twenty ninth day of November Eighteen hundred and thirty seven between William S. Allen & Elsey B his wife of the County of Mason & State of Kentucky a party of the first part and Thos L. Arnold of the County of Warren and State of Mississippi a part of the second part, Witnesseth that the party of the first part, for and in Consideration of the sum of Five thousand and six hundred dollars, have this day granted bargained & sold aliened, Conveyed and Confirmed & by these presents do grant, bargain & sell, alien, Convey and Confirm unto the said party of the second part the following lots or parcels of land, situate, lying & being in the County of Madison and State of Mississippi Viz The North East quarter, the East half of North West quarter, the East half of South West quarter and West half of South East quarter of Section Twenty one — The North West quarter of Section twenty Eight. Also all that parcel of land in the West half of North East quarter of Section twenty 8 lying between the first branch or bayou East of the western boundary of said Section twenty Eight, Containing twenty five acres more or less — all of which said lots lie in Township 9 Range one West & the whole containing five hundred and eighty five acres more or less, With the appurtenances. To Have and to Hold the several lots or parcels of land herein before described with all and singular the premises rights

and privileges thereunto belonging unto the said party of the second part his heirs and assigns forever: And the said party of the first part do hereby covenant for themselves their heirs, Exors & admrs that they have full power and lawful right to sell and convey the before described lots or parcels of land: and further to warrant and forever defend them with their appurtenances, to the said party of the second part his heirs and assigns forever against the Claim or Claims of all and every person or persons whatsoever

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

Signed sealed & delivered in presence of

Wm S. Allen (Seal)
Elsy B. Allen (Seal)

State of Kentucky }
Mason County & Circuit } Set November Term 1837

I Marshall Key Clerk of the Circuit Court of the County & Circuit aforesaid hereby Certify that the foregoing deed of bargain and sale from Will S. Allen & Elsy B his wife to Thos S. Arnold was this day presented in open Court in the Court of the Circuit aforesaid and acknowledged by the said Will. S. Allen who is personally known to me to be his act & deed: And the said Elsy B Allen being by me examined in said Court separately and apart from her said husband after said deed had been read and explained to her she the said Elsy B. Allen declared that she freely & without the threats or persuasions of her said husband, signed, sealed & delivered said deed & relinquished all right of dower that she had in & to the lands & premises therein conveyed

I do further Certify that said Mason Circuit Court is a Court of superior Jurisdiction. In testimony whereof I have hereunto set my hand & caused my seal of office to be hereto annexed this 29th day of Nov 1837, In the 46th year of the Commonwealth

(L.S.)

Marshall Key

Mason Circuit }
State of Kentucky } Set 29th Nov 1837

I Walker Reed sole Judge of the Circuit Court of the Circuit & County of Mason in the State aforesaid hereby Certify that the Certificate of Marshall Key Clerk of said Court annexed to the within deed is in due form of law

Given under my hand the date above

Walker Reed
Presiding Judge of the
Mason Circuit Court

Samuel Loggins } Received and Recorded January 26th 1838
Power Attorney
Saml B Marsh } Know all men by these presents that I Samuel Loggins of the County of Carroll and state of Mississippi have made Constituted and appointed and do by these presents make Constitute and appoint Samuel B. Marsh of the County of Carroll & state of Mississippi my sufficient and lawful attorney for me and in my name and to my use to demand recover and receive all and singular such sum or sums of Money goods Wares. Merchandize and effects whatsoever, as now are due payable and coming unto me from any person or persons or body or bodies Corporate whatsoever. Hereby giving & granting to my said Attorney full power to institute and pursue unto final Judgement and execution any process or processes, suit or suits, which my said attorney may deem expedient for the recovery of the said sums. goods or effects or any of them and in every such suit or process my person to represent in any Court or Courts of law and there to plead for me. to submit to arbitration any matter in dispute. upon all receipts of the said sums. goods Wares. Merchandise or effects or any of them, suitable acquittances in my name and as my deeds to make seal and deliver; and in any and every suit or process commenced against me to appear and plead. and represent me in all matters, And all and every other act and acts. thing and things which shall be expedient to be done for the obtaining of any sums. goods and effects and rights and interests in my personal and real Estate to do in as ample a Manner as I might if personally present, Hereby ratifying and Confirming whatsoever my said attorney shall lawfully do by virtue hereof. Witness my hand and seal January 26th A D 1838

Samuel Loggins (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Samuel Loggins who acknowledged that he signed sealed and delivered the above and foregoing power of Attorney as his voluntary act and deed on the day and year and for the purposes therein specified

Given under my hand and seal of office at Canton this 26th day of January Anno Domini 1838

John T. Cameron Clerk

David M. Fitton
Deed of Gift
Chancellor L. Montgomery

Received and Recorded January 27th 1838

Know all men by these presents that I David M. Fitton of the County of the County of Madison and State of Mississippi, for the love and affection I entertain for Chancellor Livingston Montgomery a minor, now aged fourteen years (and son of Samuel Montgomery) former husband of my wife Rebecca A. Fitton, and being desirous to provide against contingencies, and to make that provision for Chancellor Livingston Montgomery, which I have long intended to make, have and by these presents do hereby give, transfer and convey to him the following Negro Slaves (Viz) Perry a man aged about twenty nine years, and Mary his wife about 28 years old, Jacob a boy aged about five years & Isaac one year old Children of Perry & Mary — Peter a man about twenty years old & Jane his wife nineteen years old, Joe a man about twenty three years old & Martha his wife about twenty years old, Jehem a man about forty years old (say 40 years) and Emily his wife about thirty six years old, & Pheldow Mary daughter of said Emily, about seventeen years old — Patsey a girl about 17 years old — Delia a girl seven years old, Mack a boy fifteen years old, and little Bill a boy about nine years old, which negroes are healthy, sound and peaceable and slaves for life, To Have and to Hold unto the said Chancellor Livingston Montgomery and his heirs and assigns forever, with the increase of said Negroes — to take effect and be absolute when the said Chancellor Livingston Montgomery shall attain the age of twenty one years — But should he die before attaining the age of twenty one years — then the property and its increase to be and remain the property and estate of the said David M. Fitton and his wife Rebecca A. Fitton, or the survivor of them — And it is also the intention of said David M. Fitton to keep said negroes in his possession and to have and enjoy the use and service of said slaves until the said Chancellor Livingston Montgomery shall attain the age of twenty one years as aforesaid —

In testimony whereof the said David M. Fitton has set his hand and affixed his seal this twenty sixth day of January in the year of our Lord one thousand eight hundred and thirty eight —

David M. Fitton (Seal)

Test
Virgil A Stewart
William Johnson

The State of Mississippi } Personally appeared before me John S. Cameron Clerk
Madison County } of the Probate Court of said County the within named David M. Fitton, who acknowledged that he signed, sealed and delivered the within and foregoing deed of Gift as his free and voluntary act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of office at Canton this twenty seventh day of January anno Domini 1838.

John S. Cameron Clerk

James Buford administrator } Received & Recorded February 1st 1838
Deed
Thomas J. Catching } This Indenture made and entered into this the Twenty fifth day of January in the year of our Lord one thousand Eight hundred and thirty eight - Between James Beauford of the County Yazoo and State of Mississippi, Administrator of the Estate both real and personal of William Caston late of the County of Madison State aforesaid, deceased, and Thomas J. Catching of the County of Madison and State of Mississippi; Witnesseth, that the said William Caston deceased in his lifetime, for and in Consideration of the sum of Eight hundred and eight Dollars to him paid by the said Thomas J. Catching, bargained and sold unto the said Thomas J. Catching a certain tract of land, situate and known as hereinafter described, and the said William Caston deceased in his lifetime having entered into bond payable to the said Thomas J. Catching in the penal sum of Sixteen hundred and Sixteen Dollars Conditioned that the said William Caston make to the said Thomas J. Catching a good and sufficient Warranty deed in fee simple to the said tract of land hereinafter described, and the said William Caston having departed this life before complying with the Conditions of said Bonds, and the Probate Court of the County of Madison and State of Mississippi, having ordered adjudged, and decreed that the Administrator of said William Caston deceased make a Deed of Conveyance of all the right, title, interest, claim, and demand which the said William Caston deceased, had in and to the said tract of land hereinafter described, unto the said Thomas J. Catching: Now therefore I James Beauford Administrator of the said William Caston deceased by virtue of the power and authority in me vested by the said order and decree of the said Probate Court of the County of Madison and State of Mississippi, for and in Consideration of the sum of Eight hundred and Eight Dollars paid by the said Thomas J. Catching to the said William Caston deceased in his lifetime and in Consideration of the further sum of Twenty five Dollars to me in hand paid by the said Thomas J. Catching, have granted, bargained sold, released and confirmed, and by these presents do bargain, sell, Release and Confirm unto the said Thomas J. Catching and to his heirs and assigns forever, all the Estate, right title interest, Claim or demand whatsoever of the said William Caston deceased either in law or equity of in and to the following described tracts of land, to Wit, The West half of the North West quarter of Section Number Twenty one in Township number nine of Range Number One West, situate and being in the Choctaw District the County of Madison and State of Mississippi, Containing Seventy nine and fifty three hundredths of an acre more or less; Together with all and singular, hereditaments and appurtenances whatsoever, to the same belonging or in anywise appertaining To Have and to Hold the said land with the appurtenances thereunto belonging to the said Thomas J. Catching and to his heirs and assigns forever: against all Claims whatsoever of the said William Caston his heirs, Executors, Administrators or assigns, And against the lawful Claims of all persons whatsoever:

In testimony whereof I hereunto set my hand and seal the day and year first above written

James Buford (Seal)
Administrator of the estate of William Caston.

The State of Mississippi } Personally appeared before me S. R. Richards Esqr
Yazoo County } James Buford who acknowledged that he signed sealed and delivered the above on the 30th Day 1838 as his act and deed

S. R. Richards J. P.

State of Mississippi } I George Brockett Clerk of the Probate Court in and for
Yazoo County } said County do hereby Certify that Saml. R. Richards whose name is subscribed to the above acknowledgement is an acting Justice of the peace for Yazoo County and all his actings and doings as such are entitled to full faith and Credit.

(L S)

Witness my hand and seal of office at Benton
this 31st day of January 1838

George Brockett Clk
By G. Y. de

Balfour & Gartley }
Deed } Received for Record 20th January 1838 and Recorded 1st Feby
Silmon Joggins } 1838

This Indenture made this the first day of January one thousand Eight hundred and thirty five. Between William L. Balfour and Elizabeth Balfour his wife, William Gartley and Julia Gartley his wife of the State of Mississippi and County of Madison of the first part and Silmon Joggins of the State and County aforesaid of the second part, Witnesseth. the said parties of the first part, for and in consideration of the sum of Two thousand four hundred Dollars Current money of the United States to them in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof they do hereby acknowledge and therefrom and of and from every part and parcel thereof do acquit, release exonerate and discharge the said party of the second part, his heirs, Executors administrators and assigns and every of them, by these presents have granted, bargained, sold, aliened, sold, remised, released and confirmed and by these presents do fully, freely, and absolutely, grant, bargain, sell, alien, remise, release and Confirm unto the said party of the second part and his heirs and assigns forever all that tract or parcel of land, lying situate and being in the County and State aforesaid To Wit, The West half of the South East quarter, and the West half of the North East quarter and the East half of the North West quarter of section Number four of Township Number Nine of Range Number Three East of the Basis Meridian, containing Two hundred and thirty seven 75/100 Acres be the same more or less, Together with all and singular the hereditaments, and appurtenances whatsoever, to the said tract or parcel of land and premises belonging or in any wise appertaining in the reversion and in the reversions, remainder and remainders, rents, issues and profits thereof and of every part and parcel thereof, and also all the estate, right, title interest, property, possession, Claim and demand whatsoever, the said parties of the first part and each of them of in and to the same or any part or parcel thereof, to Have and to Hold the said tract or parcel of land and premises with their and every of their rights members and appurtenances unto the said party of the second part, his heirs and assigns forever; And the said William L. Balfour and Elizabeth Balfour his wife, William Gartley and Julia Gartley his wife and their —

Heirs all and singular the aforesaid tract or parcel of land and premises with their and every of their rights members and appurtenances hereby granted and released, and every part and parcel thereof unto the said party of the second part, his heirs and assigns and against them the said William L. Balfour and Elizabeth Balfour his wife William Gastley and Julia Gastley his wife, their heirs, executors and administrators and against all and every other person or persons whatsoever shall and will warrant and forever defend by these presents: — In Witness whereof the parties of the first part have hereunto set their hands and seals the day and date first above written.

Wm. L. Balfour (Seal)
Elizabeth Balfour (Seal)
Wm. Gastley (Seal)
Julia Gastley (Seal)

The State of Mississippi }
Madison County } Personally came before me Edwd Smith Esq. a Justice of the peace in and for said County William L. Balfour who acknowledged that he signed, sealed and delivered the foregoing Deed for the purposes therein expressed on the day and year therein written, And at the same time came Elizabeth Balfour wife of the said William L. Balfour who being examined separately and apart from her said husband, who acknowledged that she signed sealed and delivered the foregoing deed freely and voluntarily of her own accord by which she relinquishes her right of Dower in said land, without any threat or compulsion of her said Husband, on the day and year therein written.

And at the same time came William Gastley, who acknowledged that he signed, sealed and delivered the foregoing Deed for the purposes therein expressed and on the day and year therein written, And at the same time came Julia Gastley wife of the said William Gastley who being examined separately and apart from her said husband, who acknowledged that she signed sealed and delivered the foregoing Deed freely and voluntarily of her own accord without any fear, threat or compulsion of her said husband by which she relinquishes her right of Dower on the day and year therein written. Given under my hand and seal this the day of January One thousand Eight hundred and thirty five

Edward Smith J.P. (Seal)

v.v.

Samuel R. Sorsby }
Deed Trust } Received for Record January 22nd 1838 and Recorded 5th
Green & Thomas } February 1838.

This Indenture made this fifth day of January in the year of our Lord One thousand Eight hundred and thirty Eight. Between Samuel R. Sorsby of the County of Madison and State of Mississippi and Francis M. his wife, of the One part and Charles B. Green and James P. Thomas both of the same County and State of the other part,

Whereas the said Green and Thomas did on or about the ninth day of May One thousand eight hundred and thirty seven at the request of said Sorsby and for his accommodation indorse two promissory notes drawn by said Sorsby, one for the payment of about Thirteen Thousand seven hundred and forty six Dollars and fourteen Cents, payable on or about the ninth day of May 1838. the other for about fourteen thousand seven hundred and eighty seven dollars fifty one Cents, payable on or about the ninth day of March 1839. which said Notes were given to Boggs, Lacoste & Co Commission Merchants of Natchez, and by them it is believed transferred to the Planters Bank of the State aforesaid. All which, it is believed, will more fully appear reference being had to said Notes and indorsements. And whereas the said Green and Thomas did on or about the day of in the year become securities for said Sorsby in other note or notes given by said Sorsby to secure the payment of about

part of the purchase money due on said Sorsby's purchase of a part of the thirty six sections of land given by the United States, to the State of Mississippi for a Seminary of Learning, said note payable on or about the day of

And whereas the said Green did, with others become said Sorsby's security in certain other notes given by him to secure the payment of other parts of the purchase money due from said Sorsby on his purchase of Seminary lands aforesaid, the amounts and dates of the notes herein last mentioned will appear, reference being thereto had, and whereas the notes herein referred to are in the possession of the Creditors & not before the parties hereto, it is not therefore, in their power to be more precise, as to dates, amounts &c,

Now this Indenture Witnesseth: The said Samuel K. Sorsby and Frances M. his wife as well for and in consideration of the aforesaid debts or sums of Money, and for the better securing the payment thereof, and to indemnify and save harmless the aforesaid Green and Thomas, their heirs, executors and administrators respectively, as of the sum of One Dollar to them in hand paid by the said Green and Thomas, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, HAVE granted, bargained, sold, aliened, conveyed and confirmed, and by these presents, do grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said Green and Thomas, their heirs and assigns, the following described tracts of land, hereditaments and premises, to wit, All that tract of land sold and conveyed by William S. Allen to said Sorsby, conveyance dated, the eighth day of February One thousand eight hundred and thirty one, & Also all that other tract of land sold and conveyed by said Allen to said Sorsby, conveyance dated the fifteenth day of June one thousand Eight hundred and thirty three, which said deeds of conveyance are on record in the said County of Madison: Also all that tract of land sold and conveyed by Sarah Coleman and wife to said Sorsby, conveyance dated on the twenty third day of March 1833. also duly recorded in said County, & Also all that tract of land sold and conveyed by Andrew G. Beattie to said Sorsby, Conveyance bearing date the 30th day of August 1830, duly

Recorded in said County also; Also all that other tract of land sold and conveyed by the said A. C. Beatty to said Sorsby, Conveyance bearing date the day and year last aforesaid, which is also recorded in said County of Madison; Also all that section of land patented to Ephraim Foster assignee of T. Freeman and John McKee, it being section twenty seven in Township Seven of Range One East of the Basis Meridian lying in the District West of Pearl River; Also all that tract of land sold and conveyed by Archibald McGehee to said Sorsby, Conveyance dated the 9th day of April 1832; Recorded also in said County; Also the lot of land sold by Hastings W. Huckhouse and Mary his wife to said Sorsby on the 9th day of April 1832, it being lot numbered 13 of Section No. 1. Township No. 9. Range One West, Containing Eighty One acres, said Conveyance not recorded; Also all that tract of land containing about Four hundred acres sold by Charles Riley to said Sorsby, bounded on the North by lands of said Sorsby, on the East by Seminary lands, South by Isaiah Coleman, and West by James Lee; Also the North West Quarter of Section No four of Township No Nine of Range No One East, and Section No Nine of Township No Nine of Range One East, purchased by the said Sorsby at the sales of the Thirty Six Sections of land granted by the United States to the State of Mississippi for a Seminary of learning; Also all the lands that the said Sorsby hath entered in his own Name in Townships No Nine and Ten in Ranges One and two East of the Choctaw District; Also the following Slaves to wit, Mary, Matilda, Patty, Mary, Lizza, Sarah, Mahala, Nancy, Lydia, Charlotte, Eliza, Nicky, Rebecca, Clarissa, Josphus, Mary Ann, Amanda, Amanda the second, Maria, Lydia, Ginny, Molly, Amy, Phillis, Laura, Lisha, Nancy, Betty, Peter, Robert, Pleasant, Caswell, Louis, Pompey, Menor, Ned, Ned the second, Henry, John, and John the second, Green, Anthony, Buck, Ben, Joe and Joe the second, George, Ann, Jim and Jim the second, Philip, Richmond, Harry, Harmon, Ann Emily, Hanna, Dickson, Isaac, Patty, Milly, Jane Louis, and Louis the second, Louiza, Alfred, William, Prince Roena, Adelia, Jane, Betsey Phereby, George, Joe, Delila, Andrew & Susan, the last twenty three named are Children; One Saddle Horse, One Carriage and Harness, and Horses for Carriage; Twenty four head of Mules, Three Buggeys, Nine Yoke of Oxen, Seven Work Horses, four Thousand bushels of Corn, about One hundred head of Hogs, About Eight head of Cattle, About 1240 head of Sheep, Household, and Kitchen furniture, Blacksmiths tools & farming utensils, together with all and singular the buildings, improvements, appurtenances, rights liberties, privileges, hereditaments and appurtenances, whatsoever thereto belonging or in any wise appertaining, and the reversions and remainders Rents, issues and profits thereof, To Have and to Hold the said tracts of land, hereditaments and premises hereby granted, or mentioned or intended to be, and whatever partakes of the nature of real estate, unto the said Green and Thomas as tenants in Common, and not as joint tenants their heirs and assigns, to the only proper use and behoof of the said Green and Thomas their heirs and assigns forever; And the said Green Thomas —

the title of a divisible fee Charles M. Green and James P. Thomas Contingent Lien in the annexed deed of Mortgage Liability for our benefit the North West quarter of Section No four, and Section No Nine of Township No Nine of Range One East, having received Satisfaction and Liability for our Lien for said land.

and the increase of the females, and whatever partakes of the nature of personal Estate, to the said Green and Thomas, as tenants in Common & their Executors, administrators and assigns for & during the respective lives of said Slaves and the lives of the increase of the females; Provided always nevertheless, that if the said Sorsby, his heirs, executors, or administrators shall and do well and truly pay or cause to be paid all the aforesaid promissory notes and instruments of writing, which the said Green and Thomas, or either of them have indorsed or signed as securities or security for said Sorsby and herein before mentioned or described or intended so to be when the same shall become due and payable, or if now due, when the same be demanded And also shall and do from time to time and at all times hereafter well and sufficiently save, defend, keep harmless, and indemnify the said Green and Thomas their heirs Executors & administrators, and their goods, lands and tenements of and from the aforesaid promissory notes, and writings, or possessions of the said Green and Thomas herein before mentioned or intended so to be — without any fraud or further delay: and without any deduction or abatement then and from thenceforth, as well this present indenture as the Estate hereby granted, shall cease, determine, and become absolutely void and void to all intents and purposes, any thing herein before contained to the contrary in any wise notwithstanding. And it is hereby understood and agreed by and between the parties hereto for themselves their heirs, Executors, and administrators, that in case a judgement or judgements should be rendered against the said Green and Thomas or either of them, their heirs, executors or administrators or against the heirs, executors or administrators of either, and not at the same time from any cause against the said Sorsby, on any of the notes or responsibilities aforesaid, it shall and may be lawfull for the execution or executions on such judgement or judgements, to be levied on any part of the estate real or personal herein mentioned or intended so to be, and the same sold according to law to satisfy such execution or executions and this as often as such cases may occur.

In Witness whereof the said Samuel H. Sorsby and Frances Matilda his wife have hereto set their hands and seals on the day and year first above written,

Saml. H. Sorsby (Seal)
Frances M. Sorsby (Seal)

The State of Mississippi }
Madison County } Personally appeared before me William D. Hart an acting Justice of the peace in and for said County, Samuel H. Sorsby & Frances M. Sorsby who severally acknowledged that they signed, sealed & delivered the foregoing deed as their act and deed for the purposes therein mentioned And the said Frances M. Sorsby being examined separate and apart from her said husband, who acknowledged that she signed sealed & delivered the foregoing deed as her act & deed without persuasion fear threats or compulsion or fear of offending her said husband.

Given under my hand and seal this 6th day of January 1838

Will. D. Hart (Seal)

William P. Smith
Articles of agreement
Lynch & O'Reilly

Received for Record January 30th 1838 and Recorded February 5th 1838

The State of Mississippi
Madison County

Articles of agreement made and Concluded the seventh day of January Anno Domini Eighteen hundred and thirty eight Between William P. Smith of the one part, and Andrew A. Lynch and Michael O'Reilly of the other part, all of the County and State aforesaid as follows to wit, The said William P. Smith for the Consideration herein after mentioned, doth for himself, his heirs, executors, and administrators Covenant, promise, grant and agree, to and with the said Lynch and O'Reilly, their heirs and assigns by these presents that he the said Smith shall and will on the first day of April in the year of our Lord Eighteen hundred and thirty nine by a good and sufficient Deed well and sufficiently grant, convey and assure unto the said Lynch and O'Reilly, their heirs and assigns in fee simple Clear of all incumbrances, the following described property, situated, being and lying in the Town of Madisonville in the County and State aforesaid, and more particularly designated as being the West end of Lot Number Sixty One, said West end fronting on Main Street Twenty two feet and running back at right angles therewith fifty feet; and also the building situated on said lot or parcel of ground, together with the entire stock of Medicines and Drugs at this time, contained in said building, as well as its present furniture.

In Consideration whereof the said Lynch and O'Reilly for themselves their heirs, executors and administrators, covenant, promise, and agree to and with the said William P. Smith, his heirs and assigns, to pay him the said Smith the sum of Fifteen hundred Dollars, And it is further Covenanted and agreed by and between said parties, that the obligation to pay the said sum of fifteen hundred Dollars above named, shall be fully Completed with and discharged by said Lynch and O'Reilly upon their delivering to said Smith, of good Cash notes, on the first day of April Eighteen hundred and thirty nine, due on or before said last named day for the sum of fifteen hundred dollars —

And in order to determine what shall be deemed such good Cash notes as are herein contemplated, if the parties to these presents cannot agree in relation thereto, the party of the first part shall appoint one individual, and the parties of the second part shall appoint another and the decision of the two persons thus appointed, shall be deemed final and binding as to the quality of the notes herein contemplated — If however, the persons thus appointed shall be unable to agree in relation the subject of reference, it is hereby further covenanted and agreed by and between the said parties to these presents that said two appointees shall have the power to appoint some third person and that the decision of such third person shall be deemed binding on the parties to these presents, And the said parties hereto for the faithful performance of their several covenants herein mentioned bind themselves, and their heirs and assigns severally in the sum of

three thousand dollars good and lawful money of the United States

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

Wm. G. Smith (Seal)
Andrew. A. Lynch (Seal)
Michael O'Reilly (Seal)

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the peace in and for said County the above named Wm. G. Smith Andrew A. Lynch and Michael O'Reilly who acknowledged that they signed sealed and delivered the within written instrument to be their act and deed on the day and year therein named. Given under my hand and seal this fifteenth day of January Anno Domini Eighteen hundred and thirty eight

Owen VanVactor J.P. (Seal)

J. W. B. Hutchins } Received for Record January 30th 1838 and Recorded 6th Feby 1838
Deed Trust
Enoch W. Smallwood } State of Mississippi

This Indenture made and entered into this 19th day of January 1838 Between James W. B. Hutchins of the one part and Enoch W. Smallwood of the other part Witnesseth: That said Hutchins for the considerations hereinafter mentioned, and for the sum of One Dollar to him in hand paid by said Smallwood, the receipt of which is hereby acknowledged have bargained and sold and doth by these presents bargain sell and convey unto said Smallwood the following property to wit: One Negro Man Slave named Daniel aged 30 years, Bill aged twenty years, Amy aged 28, Rachel aged 20 Big Sally aged 18, little Sally aged 12 years, Amanda aged 12 years Matilda aged 13 years, all Slaves for life, Also one dark colored Barouche - one pair of Matchpellum horses, One four horse Wagon, Two Wagon Hacks, one Saddle Horse together with all the household and farming furniture now being in the possession and use of said Hutchins, To Have and to Hold the said property to said Smallwood trustee as aforesaid and his successors in trust upon and for the following purpose, Whereas John H. H. Claiborne has become security for said Hutchins, viz, on an endorsement of a bill of Exchange drawn by said Hutchins & endorsed by said Claiborne on Burke Nott & Co New Orleans, for Two Thousand Dollars, and on several promissory notes, all mentioned in a deed of Trust executed by said Hutchins & wife of a certain piece of land, for the purpose of securing said Claibornes liabilities, and which Charles Scott is mentioned as trustee, but has since been exchanged for E. W. Smallwood, which security for said Claibornes benefit it is not intended in this deed in any wise to impair or lessen And Whereas also the said James W. B. Hutchins is justly indebted to Burke Nott & Co in another large sum of Money including the said bill of exchange, and in Consideration of the said James W. B. Hutchins having agreed to give them this security as well for said bill of $2000.- as for the balance of said debt —

to enable him to discharge said debt, to wit. One thousand five hundred and fifty one dollars and 8 Cents, according to said agreement due on the 1st day of January 1839.— One thousand seven hundred and seventy eight dollars and 24 Cents due on the 1st day of January 1840- Eighteen hundred and ninety five dollars and 40 Cents due 1st of January 1841—

Now to secure the payment of the said several sums of Money this Deed of Trust is made: And it is understood that the property mentioned in this Deed of Trust is to become liable to the payment of whatever may remain unpaid of the Debts mentioned, and intended to be secured in said Deed of Trust for said Claiborne's benefit, after the sale or application of the land to the purpose of their payment, and should said liabilities be paid either by the Sale of said land, or by the said Hutchins, then this property is to be next subject to the said Debt of Burke Watts & Co as they fall due, And upon the said S. H. H. Claiborne being compelled to pay any of said debts, and shall not be indemnified by the sale of said land or by said Hutchins, then said Trustee or his successors on application of said Claiborne or his representatives in writing, shall proceed to sell said property or so much thereof as may be necessary to pay said Debts, Costs and Charges And should said Hutchins fail to pay either of said instalments due to Burke Watts & Co when they fall due, then said Trustee or his successors shall in like manner on the request of said Burke Watts & Co in writing proceed to sell said property or so much thereof as may be necessary to pay said debt or debts, It is also understood that this Deed of trust is not to release any of the parties or said Claiborne from any former liability to Burke Watts & Co for their Debt, if any such liability now exists, Also this is made with a full understanding of one deed of Trust for H. A. Garrett's benefit alone and one for said Garrett & S. H. H. Claiborne's benefit: In Witness of all which we have hereto set our hands & seals— In the event said Smallwood should die or resign— Charles S. Searles is to act as trustee with full power;

M. B. Hutchins (Seal)
E. N. Smallwood (Seal)

State of Mississippi }
Madison County } Personally appeared before me Charles Moore a Justice of the peace for said County— the above named James M. B. Hutchins and Enoch N. Smallwood, who acknowledged that they signed, sealed and delivered the foregoing deed on the day & year therein mentioned as their act & deed. Given under my hand and seal this 19th day of January 1838

Charles Moore J. P. (Seal)
Justice P. M. C.

A. A. Clark } Received for Record Jany 22nd 1838 & Recorded Feby 6th 1838
Deed
A. B. Miles } This Indenture made and entered into this the fifteenth day of January in the year of our Lord one thousand eight hundred and thirty eight by and between Archibald Clark and Nancy A. Clark his wife; Angus Clark and Lucinda Clark his wife of the one part and A. B. Miles of the other part, all of Madison County and State of Mississippi. Witnesseth, that for and in consideration of the sum of Thirteen Thousand Dollars, in hand paid by the party of the second part, to the said parties of the first part, the receipt whereof is hereby acknowledged, they the said parties of the first have bargained sold, conveyed and confirmed and by these presents do bargain sell convey and confirm, unto the said party of the second part, a joint interest of one third in the following lands to wit, the west half of the south west fourth of sec. four. the south half of the west half of the North west fourth of sec. four; the south east fourth of the west half of section five. The East half of the North East fourth of section five. the south half of the East half of the south west fourth of sec five; the south half of the west half of the south west fourth of section five; the East half of the North East fourth. the East half of the south west fourth of section seven, also section eight, also the south half of the southwest fourth of section nine. and the west half of the Northwest fourth of section nine: Also, the North east fourth of section nine, and the North half of the East half of the Northwest fourth of section seventeen, all of township Eight of Range five West, being and lying in said County and State, together with a like interest in all the messuage thereunto belonging, also, Also, a like interest in all the stock of horses, cattle, hogs & sheep, now belonging to the premises together with all and singular of the farming utensils &c now belonging to said premises, to have and to HOLD the above described property to the said Miles, his heirs, assigns, executors or administrators in fee simple forever; And we the said parties of the first part do warrant and will forever defend the title to the said party of the second part, against the Claim or Claims of any person or persons whatever; In testimony whereof, we have hereunto set our hands and affixed our seals on the day and year first above written.

Arch^d Clark (Seal)
Nancy A. Clark (Seal)
Angus Clark (Seal)
Lucinda Clark (Seal)

State of Mississippi }
Madison County } Personally appeared before me, Wm. Farnell an acting Justice of the peace in & for said County the above bound Arch^d Clark and Angus Clark who both acknowledged that they assigned the foregoing deed for purposes therein expressed as their act and deed; Also at the same time appeared Nancy A. Clark and Lucinda Clark who both being examined by me separate and apart from their husbands acknowledged that they assigned the foregoing deed without any fear threats or compulsion in any way but as their acts and deed for the purposes therein expressed. Signed, sealed & delivered before me this 15th day of Jany 1838

Wm Farnell (Seal)

Geo. W. Smith } Received for Record Jany 22nd 1838 & Recorded 6th February 1838
Deed
Wm P. Smith } This Indenture made and entered into this Eighteenth day of November Anno Domini Eighteen hundred and thirty seven Between George W. Smith and Mary Jane his wife of the one part, and Wm P. Smith of the other part all of the County of Madison and State of Mississippi: Witnesseth that the said George W. Smith and Mary his wife for and in Consideration of the sum of Six thousand dollars to them in hand paid by the said William P. Smith at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged Have granted, bargained, sold, conveyed, and Confirmed and by these presents do grant, bargain, sell, convey and Confirm unto the said William P. Smith, his heirs and assigns, a Certain lot or parcel of ground, situated, lying and being in the Town of Madisonville and County and State aforesaid. On the West end of lot No 61 of the Plot of said Town, beginning at the southwest Corner of said lot No 61 thence running with Main Street East twenty two feet, and thence at right angles with Main Street fifty feet, forming with Main Street an oblong square 22 by 50 feet — Together with the house and lot of Drugs now in said house: with all and singular the rights, privileges, hereditaments and appurtenances thereunto belonging or in any wise appertaining: And all the estate, right title and interest of the said George W. Smith and Mary his wife, of in or to the same. To HAVE & to HOLD the said above lot or piece of ground, hereditaments and premises to the said William P. Smith, his heirs and assigns, to his and their only proper use benefit and behoof, forever; And the said George W. Smith doth hereby covenant and agree to and with the said William P. Smith his heirs and assigns that he the said George W. Smith and his heirs, the said above described lot or piece of ground, hereditaments and premises with the said William P. Smith, his heirs and assigns shall and will warrant and forever defend against all persons lawfully claiming the same or any part thereof —

In Witness Whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered }
in presence of } George W. Smith (Seal)
State of Mississippi }
Madison County } Personally appeared before the subscriber a justice of the Peace in and for said County the above named George W. Smith and Mary Jane his wife who acknowledged the within Indenture to be their act and deed for the purpose therein specified, And the said Mary Jane being of full age and separate and apart from her said husband by me examined did declare that she voluntarily sealed and as her act and deed delivered the the said Indenture, without any Coercion or Compulsion of her said Husband

Witness my hand and seal this 21st November 1837

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

vvv

Angus Clark, (Admr) } Received for Record Jany 22nd 1838 } Recorded 6th Feby 1838
Deed
A. & A. Clark } This Indenture made and entered into this the fifteenth day of January in the year of our Lord one thousand eight hundred and thirty eight, by and between Angus Clark (Administrator of Malcolm Clark Deceased) of the first part, And Archibald Clark and Angus Clark of the second part all of Madison County said State of Mississippi Witnesseth that for and in consideration of the sum of three thousand Dollars to him in hand paid by the parties of the second part to the party of the first part the receipt whereof is hereby acknowledged the party of the first part has bargained, sold, conveyed and confirmed and by these presents do bargain sell, convey and confirm unto the said parties of the second part the following tract or parcel of land, lying and being in the County & State aforesaid designated as follows, to wit. the East half of the north west fourth of section No Eight, Township Eight, Range No two West, The west half of the south East fourth of section No five, Township No Eight Range two West, and the south half of the East of the south west fourth of section No five Township Eight Range two west, Containing two hundred acres more or less to have and to Hold the above described land to the said Archibald & Angus Clark their heirs, assigns, executors or administrators in fee simple forever, and the said Angus Clark (Administrator of the Estate of Malcolm Deceased) of the first part do warrant and will forever defend the said title to the parties of the second part against the claims of any person or persons whatever,

In testimony whereof I have hereunto set my hand and affixed my seal the day and year first above written

Angus Clark (Seal)
Administrator
of the Estate of Malcolm Clark
Deceased

State of Mississippi }
Madison County } Personally appeared before me Wm Varnell an acting Justice of the Peace in and for the above County the above named Angus Clark (Administrator of the Estate of Malcolm Clark Deceased) who acknowledged that he assigned the foregoing Deed for the purpose therein Expressed as his own voluntary act and deed.

Signed sealed and delivered before me this 15th ... 1838

Wm Varnell (Seal)

Williams & Walker } Received for Record Jany 22nd 1838 & Recorded 6th Feby 1838
Deed
Lewis McGann } This Indenture made and entered into on the fourth Day of June Eighteen hundred & thirty six Between Benjamin Williams and Robert J. Walker of the first part and Lewis McGann of the second part all of the County of Madison & State of Mississippi Witnesseth That the said party of the first have this day for and in consid=eration of the sum of Three hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged bargained sold & delivered and by these presents do bargain, sell and deliver unto the party of the second part all their right, title and interest in and to Lot number Three hundred & fifty three situate on Main street fifty feet front and running back with Spring Alley One hundred & fifty feet, in the Town of Madisonville Madison County & State aforesaid, the said B Williams & R J. Walker of the first part their heirs and assigns do warrant and defend the title of said lot unto the said L. McGann his heirs and assigns forever. In Witness whereof we have this day and date a=bove written set our hands and seals

Benj Williams (Seal)
Robert J. Walker (Seal)

The State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace of said County the within named Benjamin Williams, who for himself and as agent for Robert J. Walker acknowl=edged the within written instrument to be their act and deed and desired the same might be recorded as such, according to law.

Given under my hand and seal this fourth day of June A.D. Eighteen hundred and thirty six

Owen VanVacter J.P. (Seal)

vvJ.

B. Herrod & Wife } Received for Record Jany 22nd 1838 & Recorded 7th Feby 1838
Deed
Wm P. Anderson } This Indenture made and entered into this 18th day of October Eighteen hundred and thirty seven Between Barney Herod and his wife of the first part and William P. Anderson of the second part Witnesseth; that the Barney Herod and Susan his wife for and in consideration of the sum forty eight hundred dollars to them in hand paid by the said William P Anderson at and before the ensealing and delivering of which is hereby acknowledged, given, granted, bargain, sold Convayd and confirmed, and doo by these presents give, grant, bargain, sell, Convey and confirm unto the said William P. Anderson all and singular the following parcel of land lying, situated and being in the County of Madison all and State of Mississippi and known and designated in the plat of survey of lands in the Choctaw district of said State as being the North West quarter of Section four, Township ten Range three East, Containing one —

Susan

Hundred and fifty acres more or less, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining To HAVE and to HOLD unto him the said William P. Anderson his heirs executors, administrators and assigns forever; And the Barney Herred and Susan his wife for themselves their heirs, executors, and administrators do hereby covenant promise, and agree to and with the said William P. Anderson his heirs executors and administrators and assigns that they will forever warrant and defend the said tract or parcel of land to him the said William P. Anderson his heirs, executors, administrators and assigns against them the said Barney Herred and ... his wife their heirs executors, administrators and assigns and against the lawful and equitable claim title and demand of all and every person whomsoever

In testimony whereof the said Barney Herred and Susan Herred have hereunto set hands and seals on the day and year above mentioned.

Test

T. S. Salmon

Barney his mark Herred (Seal)

Susan her mark Herred (Seal)

State of Mississippi }
Madison County } Personally appeared before me T. S. Salmon an acting justice of the peace of said County Barney Herred who acknowledged that he signed, sealed and delivered the above and foregoing Deed on the day and year therein mentioned as his act and deed and for the purposes therein contained; Also Susan Herred wife of the said Barney Herred who after being examined by ... separate and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing Deed freely and voluntary as her act and deed without the fear or threats of her said husband

Witness my hand and seal this 24th Day of December 1836

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

\vvv

John Duke }
Deed Gift } Received for Record Jany 24th 1838 & Recorded 7th Feby 1838
J. M. Cheek }

Know all men by these presents that this day that I John Duke for the love and affection that I have for my Grand Son James M. Cheek a son of Wm. A. Cheek, I give and bequeath unto him the said James M. Cheek a certain negro Girl named Gilla, slave for life To HAVE and to HOLD as his rightfull property, according to law as witness my hand and seal this the 5 day of July 1837

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named John Duke who acknowledged that he signed sealed and delivered the foregoing deed of Gift as his free and voluntary act and deed on the day and year and for the purposes therein specified

John Duke (Seal)

Given under my hand and seal of office at Canton this 24th day of January A.D. 1838

John T. Cameron Clerk

A. B. Groves & Wife } Received for Record 23d Jany 1838 & Recorded 7th Febry 1838
Deed
William Henry } Know all men by these presents that we Aredell B. Groves
The State of Mississippi } & Sarah A. Groves have this day for and in Consideration
Madison County } of the sum of Twenty five dollars to us in hand paid the receipt whereof is hereby acknowledged, have bargained sold & Conveyed unto Wm Henry one acre of land lying in the S.W. Corner of the W 1/2 N.W. 1/4 Sec 35. T. 10 R. 5 Subject to Sale at Columbus (Mi) the right of which land we warrant & defend unto the said Wm Henry his heirs administrators & assigns from our heirs, executors, administrators & assigns & from all and every person or persons whatsoever together with all and singular the improvements & hereditaments. Given under our hands & seals this 9th February 1836

Aredell B Groves (Seal)
Sarah A. Groves (Seal)

The State of Mississippi }
Madison County } This day personally appeared before me the undersigned Justice of the peace for said County Aredell B Groves who acknowledges that he signed the above deed. At the same time I have examined his wife Sarah separately & apart from her husband who acknowledges that she signed the above as her voluntary act & Deed without fear threats or compulsion of her husband Given under my hand & seal this 9th February 1836

Charles Moore (Seal)

Hugh Sanders & Wife }
Deed } Received for Record Jany 25th 1838 & Recorded Febry 7th 1838
Absalom Leggitt }

This Indenture, made and executed this eighth day of December, in the year of our Lord one thousand eight hundred and thirty seven Between Hugh Sanders and Nepsey Sanders his wife of the County of Madison and State of Mississippi of the first part, and Absalom Leggitt of the County and State aforesaid of the second part. Witnesseth: That the said party of the first part for and in Consideration of the sum of Two Thousand four hundred dollars to him in hand paid by the said party of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, Hath granted, bargained, sold Conveyed and Confirmed and by these presents do grant, Bargain, sell, Convey & Confirm unto the said party of the second part and his heirs and assigns forever, the following described tract or parcel of land situate, lying and being in the County of Madison and State of Mississippi being the East half of the South west quarter of section number two in Township Nine of Range One East in the District of lands sold at Mount Salus (Mississippi) Containing Seventy eight and Eighty six hundredths acres, be the same more or less: To Have and to Hold the aforesaid tract or parcel of land together with all and singular the improvements, privileges hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto the said party of the second part and his heirs and assigns forever and the said party of the first part for themselves, their heirs, Executors-

and administrators the aforesaid tract of land and premises against the Claim of all and every person or persons whomsoever either at law or in equity unto the the said party of the second part, and his heirs and assigns, shall and will warrant and forever defend by these presents. In testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals the day and date first written.

Signed sealed, acknowledged and delivered in presence of — Hugh Sanders (Seal)
Dan[l] Sutherland — Nepsey Sanders (Seal)

The State of Mississippi
Madison County. } Be it Remembered that Hugh Sanders and Nepsey Sanders whose names are subscribed to the forgoing Deed this day personally appeared before the undersigned Justice of the Peace in and for said County and severally acknowledged that they signed, sealed and delivered the foregoing deed to Absalom Leggitt on the day and year therein written as their act and deed (And the said Nepsey wife of the said Hugh Sanders being examined by me separate and apart from her said husband acknowledged that she signed said deed freely and voluntarily without any fear, threats or compulsion of her said Husband

Witness my hand and seal this 16th day of December A.D. 1837

Dan[l] Sutherland J.P.

W. C. Newsom Deed } Received for Record Jany 26th 1838 & Recorded Febry 7th 1838
L. M. Garrett } This Indenture, made this sixteenth day of January Eighteen hundred and thirty eight: Between Wilson C. Newsom and Cornelia Newsom his wife of the one part, and Lewis M. Garrett of the other part, both of said parties being of the County of Madison State of Mississippi Witnesseth; that the said Wilson C. Newsom and Cornelia his wife for and in Consideration of the sum of eighteen hundred dollars to them in hand paid by the said Garrett, the receipt whereof is hereby acknowledged have granted, bargained sold and conveyed and by these presents doth grant, bargain, sell and convey to the said Lewis M. Garrett, the following described tract or parcel of land lying and being in the County of Madison and State aforesaid Viz: The West half of the South West quarter of Section No Thirteen of Township Nine of Range One West, Choctaw District, Containing Eighty acres more or less: To Have and to Hold said tract of land unto the said Garrett his heirs and assigns forever: The title to which said tract of land the said Wilson C. Newsom for himself and all claiming under him, and against all claiming under him, and against all other persons, whomsoever unto said Garrett his heirs and assigns, doth and will warrant and forever defend by these presents, In testimony whereof the said Wilson C. Newsom and Cornelia his wife have hereunto affixed their hands & seals the day and year above written

Wilson C. Newsom (Seal)
C. Newsom (Seal)

The State of Mississippi
Madison County } Personally Appeared before me Thos Shackelford Judge of Probate for said County. Wilson B. Newsom and Cornelia Newsom his wife whose names are subscribed to the within and foregoing deed. and acknowledged that they signed. sealed and delivered the same as their act and deed on the day and year therein written.

And the said Cornelia his wife being examined by me separate and apart from her Husband. acknowledged that she signed sealed and Delivered the within and foregoing Deed as her act and deed on the day and year therein written Without any fear threat or compulsion from her husband

Given under my hand and seal on this 16th January A.D. 1838

Thos Shackelford (Seal)
Judge of Probate

116.

Willis Watton } Recieved for Record Febry 3d and Recorded Febry 7th 1838
Mortgage
Thos. B. Hoover } Know all men by these presents that I Willis Watton of the State of Mississippi County and State aforesaid in Consideration of the sum of Madison County } five Dollars to me paid by Thomas B Hoover of York District and State of South Carolina the receipt whereof I do hereby acknowledge. do hereby give. grant, bargain, sell and Convey unto the said Thomas B. Hoover his heirs and assigns forever. two Certain negro Slaves (to wit, Andy about thirty years of age & by trade a Blacksmith, and Caroline aged about twenty two years. and of a yellow Complexion, both of negroes sold formerly by the said Hoover to the said Watton: To Have and to Hold the same to the said Hoover his heirs and assigns to his & their use & behoof forever: And I the said Willis Watton for myself, my heirs. executors, & Administrators do Covenant with the said Hoover. his heirs and assigns. that I am the right & true owner of said Slaves, that my title to them is good & that they are free from all incumbrances whatever. & that I have a good right to sell & Convey the same to the said Hoover And that I, my heirs, executors & Administrators shall warrant and forever defend the same to the said Hoover his heirs & assigns forever. against the lawful demands & Claims of all persons.

Provided never the less that if the said Willis Watton his heirs executors and Administrators shall pay or Cause to be paid unto the said Thomas B. Hoover the amount of a Bill of Exchange hereafter described according to written agreement between the said Hoover & Watton, his heirs, executors & administrators the sum of Eleven thousand three hundred and eighty eight Dollars (allowing all Credits thereon) the amount of a Certain Bill of Exchange drawn on the firm of Messrs Burke, Watt & Co, dated Oct 1st 1836 & signed by Willis Watton. Francis Rose & W.D. Henry then and in that Case this Mortgage to be void. Otherwise & in Case

this sum last aforesaid is not paid up by the said Walton, this Mortgage shall upon giving thirty days notice be foreclosed, and of binding effect in law. Given under my hand and seal this twentyfifth day of January 1838 at Canton in the presence of

S. R. Black — Willis Walton (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Willis Walton who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing as his act and deed on the day and year and for the purposes therein expressed

Given under my hand and seal of office at Canton this 3rd day of February A.D. 1838

{Seal} — John T. Cameron Clerk

Willis Walton } Received for Record 3rd and Recorded 7th February 1838
Articles agreement }
Thomas B. Hoover } Articles of Agreement made and entered into at Canton December the 18th 1837 between Willis Walton & Thomas B Hoover. Witnesseth; That whereas the said Willis Walton did on the first day of October 1836 make & execute a certain deed of trust, N. Ballihaus Trustee) for the purpose of securing the payment of a bill of exchange drawn on Buck Mott & Co N. Orleans, and due the first day of January 1838 & whereas it is specified in said deed of Trust that if said Bill of exchange was not accepted by said Buck Mott & Co that said N. Ballihaus might proceed to sell by giving 30 days notice the following named property to wit, Adam, Holland, Sam, Solon, Billis Harry, Dina, Judy, Sally, Washington, Moses, the money to be applied to the payment of said Bill of exchange and also the payment of a note given to said Hoover by said Walton for $4387.50. due January the first 1838. and Whereas said Bill of exchange was protested for non acceptance & the property become liable to be sold under said deed of trust, And Whereas said Walton has this day paid off said note & has a credit given him for $596.50 on said Bill of Exchange. Now it is agreed between said Walton and said Hoover, that if the said Walton shall well & truly pay the balance on said bill of Exchange, to wit. Eleven thousand & three hundred & fifty three dollars in two instalments each of $5,676.50. the first instalment to be made on January 1st 1839 & the second payment to be made by said Walton January 1st 1840, with interest from Jan. 1st 1838, And if the said Hoover does not receive prompt payment of said money from said Walton, both instalments are considered as due & the said Trustee N. Ballihaus may proceed by giving thirty days notice as directed & specified in said deed of Trust, - And it is further agreed by said Willis Walton that he pledges himself not to file any bill of Injunction to the sale of said property or the collection of any lawful demands due from Walton to said Hoover. And if said Walton should attempt

to remove his property out of the State, the trustee must immediately proceed to give notice & sell

Canton Dec. 18th 1837 — Willis Walton (Seal)

Test

Saml R. Black — T. B. Hoover (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the above named Willis Walton and Thomas B. Hoover who severally acknowledged that they signed, sealed and delivered the above and foregoing instrument of writing as their act and deed on the day and year and for the purposes therein expressed

Given under my hand and seal of office at Canton this 3d day of February A D 1838

John T. Cameron Clerk

G. H. Bonner } Received for Record 6th } Recorded February 8th 1838
Deed }
Wm Owens } This Indenture made and entered into this the 13th day of January
State of Mississippi } in the year of our Lord One thousand eight hundred and thirty
Madison County } eight Between G. H. Bonner of the first part, and William Owens of the second part, All of the State and County aforesaid; Witnesseth; that the said G. H. Bonner for and in consideration of the sum of Two thousand and five hundred dollars to him in hand paid, the receipt whereof is hereby acknowledged, hath bargained, sold and delivered unto the said Wm Owens, the following discribed tracts or parcels of land, to wit; the south half of an eighth which is to be divided by an East and West line, which 1/8 is known as E 1/2 of N E 1/4 of Section 33 Township 8 Range 2 East, Containing forty acres; Also the West half of an eighth to be divided by a North and South line which 1/8 is known as the W 1/2 of the S W 1/4 of Section 34. Township 8 Range 2 East, Containing, Containing forty acres; And the E 1/2 of S. E 1/4 of Section 33 in Township Range 2 East Containing 80 acres; To Hold the same with all and single the appertainances thereunto belonging to him his heirs and assigns forever; And the said G. H. Bonner and Margaret his wife do warrant and defend unto the said Wm Owens the title to said tracts or parcels of land against these heirs and assigns and against all persons legally claiming, shall and will shall forever warrant and defend. In Witness whereof we have set our hands and seal this the day and date above written

G. H. Bonner (Seal)

M. E. Bonner (Seal)

State of Mississippi }
Madison County } Personally appeared before the under signed Justice of the peace in and for said County G. H. Bonner and Margaret E. Bonner his wife who acknowledged that they signed, sealed and delivered the above written instrument as their act and deed on the day and year therein named. The said Margaret E. being by me examined

separate and apart from her said husband and the contents thereof being first made known to her, declared that she did of her own free will and accord, sign, seal and as her act and deed deliver said instrument without any coercion or compulsion on the part of her said husband. Given under my hand & seal this 13th day of January A.D. 1838

Owen VanVacter J.P. (Seal)

Willis Walton
Deed
Cook & Gwin

Received for Record 15th & Recorded 16th February 1838

State of Mississippi
Madison County

This Indenture made this the fourth day of November Eighteen hundred and thirty six Between Willis Walton & Margaret his wife of the County of Madison & State of Mississippi of the first part, And Messrs Cook & Gwin of the County of Hinds & State aforesaid of the second part — Witnesseth that for and in consideration of the sum of Two Hundred Dollars in hand paid to the said Willis Walton by the said Cook & Gwin the receipt whereof is hereby acknowledged, they the said Willis Walton & Margaret his wife, have granted, given, bargained and sold, and by these presents do give, grant, bargain and sell, alien, release, convey and confirm, unto the said Cook & Gwin, a certain tract or lot of ground containing fourty half acres, more or less, situate & being & lying in the County of Madison & State of Mississippi, adjoining the Town of Canton and bounded as follows, (to wit) commencing at the north East corner of Lawson H. Henderson's five acre & half lot — running South along with the line of said Hendersons lot four hundred feet, thence due East One hundred and fifty five yards, thence North four hundred feet, thence 155 yards to the beginning, Together with all and singular the appurtenances thereunto belonging or in any wise appertaining; To HAVE and to HOLD the aforesaid tract or lot of ground to them the said Cook & Gwin their heirs & assigns forever; And the said Willis Walton and Margaret his wife for themselves, their heirs Executors and administrators do hereby Covenant, promise and agree to and with the said Cook & Gwin their heirs executors and administrators and assigns that they will forever warrant and defend the said tract or parcel of ground to them the said Cook & Gwin their heirs executors administrators and assigns, against the claims of them the said Willis Walton & Margaret his wife their heirs, executors, administrators and assigns and against the Claim or Claims of any & all person or persons whatsoever.

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

Willis Walton (Seal)
Margaret Walton (Seal)

The State of Mississippi } I Samuel D. Livingston Clerk of the Circuit
Madison County } Court in and for said County do hereby Certify.
that Willis Walton and Margaret Walton his wife . . . and
acknowledged the signing, sealing and delivering of the within deed
to be their and each of their act and deed. The said Margaret Walton
wife of the said Willis being examined separate and apart from
her said husband acknowledged that she signed, sealed and delivered
the said deed freely without the fear, threats or coercion of her said
husband.

Given under my hand and seal of said Court this
fourth day of November in the year of our Lord One thou-
sand Eight hundred and thirty six

S. D. Livingston Clk

Lo Lathan } Received for Record Febry 16th & Recorded Febry 19th 1838
Deed
Charles Riley } This Indenture, Witnesseth, that Lorenzo Lathan of the
County of Madison and State of Mississippi for and in Consideration of
the sum of Eight thousand four hundred dollars lawful Money of the
United States, to him in hand well and truly paid by Charles Riley of
the County and State aforesaid, the receipt whereof is hereby acknowledged
hath granted, bargained, sold, released, conveyed and Confirmed, and by
these presents, do the grant, bargain, sell, alien, release, convey and Confirm
unto the said Charles Riley his heirs and assigns forever, All the following
described lots or tracts of land, to Wit; The West half of the South East quarter
and the East half of the South West quarter of Section fifteen in Township
Twelve Range four East, situated in the County of Attala, & State of Mississippi,
containing One hundred and fifty Acres, and six hundredths of an Acre, also
the South West quarter of the South West quarter, the East half of the South
West quarter. The West half of the North West quarter, the North East quarter
of the North West quarter, And the North East quarter of Section twenty two
Township Twelve Range four East, Containing four Hundred acres, and thirty
two hundredths of an acre, situated in the County of Madison and State of
Mississippi. And all the estate, right, title, interest, Claim and demand, both
in law and equity, of him the said Lorenzo Lathan, of in and to the said prem-
ises, and every part thereof, together with all and singular the privileges
and appurtenances to the same belonging, or in any wise appertaining, and
the rents, issues and profits thereof; To Have and to Hold the premises
hereby bargained and sold, or meant or intended so to be, with the appurten-
ances, to the only proper use and behoof of the said Charles Riley his heirs
and assigns forever: And the said Lorenzo Lathan for himself his heirs
executors and administrators, doth covenant, promise and agree to and with
the said Charles Riley his heirs executors, administrators and assigns, that he
is the true and lawful owner of the premises hereby granted, and hath good

right, full power, and lawful authority to sell and convey the same in manner and form aforesaid. And further, that he the said Lorenzo Latham his heirs executors and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof unto the said Charles Riley his heirs and assigns, against all persons claiming or to claim by from or under him his heirs or assigns; or by from, or under any other person or persons whomsoever.

In testimony whereof the said Lorenzo Latham, together with Louisa S. Latham, wife of the said Lorenzo Latham, who hereby forever relinquishes all her right and claim of dower in and to the premises, have hereunto set their hands and seals this the second day of October one thousand eight hundred and thirty seven.

Signed, sealed and delivered
in the presence of
Geo. Jones Jr.
Sol H. Greenlee

L. Latham (Seal)
Louisa S. Latham (Seal)

The State of Mississippi }
Madison County } Personally appeared before me Daniel Sutherland an acting Justice of the Peace in and for said County Lorenzo Latham together with Louisa Jane wife of the said Lo Latham who severally acknowledged that they signed, sealed and delivered the within deed of conveyance as their voluntary act and deed for the uses and purposes therein contained, And the said Louisa Jane wife of said Lo Latham being examined separate and apart from her said husband declared that she signed sealed and delivered the same as her voluntary act and deed freely without any fear, threats or compulsion of her husband.

Given under my hand & seal the thirty first day of January Eighteen hundred and thirty Eight

Dan'l Sutherland J. P. (Seal)

Josiah Burrough }
Deed } Received & Recorded February 17th 1838
Enoch Johnson Jr. }

Know all men by these presents that I Josiah Burrough of State of Mississippi } the County and State aforesaid have this day for and
Madison County } in consideration of the sum of Eight Hundred dollars to me in hand paid the receipt whereof is hereby acknowledged, sold, and by these presents do sell and deliver unto Enoch Johnson Jr. of the County and State aforesaid, all my right, title, claim and interest in and to a certain portion of ground, situated on Lot No 144 (and comprising the North East half of said lot) in the Town of Madisonville of the County and State aforesaid, fronting on Main Street and containing two hundred and twenty feet. The title of said lot I do bind myself my heirs and assigns to defend unto the said Enoch Johnson Jr. their heirs and assigns forever, Witness my hand and seal

this the tenth day of April Eighteen hundred and thirty-seven
Witness John B. Ray
W. R. Gist

Josiah Burrough (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the peace in and for said County, Josiah Burrough who acknowledged 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 8th Nov 1837

Owen Van Vacter J.P. (Seal)

vvv

John B. Kent } Received for Record 10th & Recorded 20th February 1838.
Deed
K. Sanders } This Indenture made and entered into on the seventeenth of January A.D. One thousand Eight hundred and thirty eight Between John B Kent of the State of Mississippi and County of Clark of the first part and K. Sanders of Madison County and State aforesaid of the second part Witnesseth: That the party of the first part for and in consideration of One thousand six hundred dollars to him in hand paid by the said K. Sanders, the receipt whereof is hereby acknowledged hath granted, bargained, sold and, Conveyed, and doth by these presents grant bargain, sell and deliver and Confirm unto the said K. Sanders the following tracts or parcels of land situated lying and being in the County in the County of Madison and State aforesaid known and designated more particularly as the South East fourth, of section thirty two in Township Eleven of Range four East, Containing Eighty Acres and three hundredths of an acre, Also the East half of the South West quarter of section thirty three in Township Eleven of Range four East Containing Eighty acres in the District of lands subject to sale at Mount Salus Mississippi; To Have and to Hold the above described premises with the rights, privileges, any Water Course, and appurtenances of Whatsoever nature thereunto belonging unto the said K. Sanders, him his heirs, administrators and assigns in fee simple forever, And the said John B Kent for him his heirs, administrators and assigns doth forever Warrant and defend the title to the above described land to be free from all Claim or Claims of any person or persons whom soever unto the said K. Sanders his heirs, executors, administrators and assigns in fee simple forever. In testimony whereof I hereunto set my hand and affix my seal the day and year first above written
Signed sealed and delivered in
presence of us
Henry Hailes
Sarah her X mark Hailes

John B. Kent (Seal)
Nancy E Kent (Seal)

The State of Mississippi } Personally appeared before me Henry Hailes
Hinds County } Judge of Probate in and for said County John
B. Hunt and Nancy B. Hunt whose names are signed to the foregoing
deed and acknowledged that they signed, sealed and delivered the
said deed for the purpose therein named, on the day and year therein
specified as their act and deed.

Given under my hand and seal this 17th
day of January 1838.

Henry Hailes J.P. (Seal)

The State of Mississippi } Personally came before me Henry Hailes Judge
Hinds County } of Probate in and for said County the within named Nancy B. Hunt
who acknowledged on an examination separate and apart from her husband
that she signed, sealed and delivered the foregoing deed as her
own voluntary act, without any fear threat or compulsion of or from
any person whatever.

Given under my hand and seal this 17 day of
January 1838.

Henry Hailes J.P. (Seal)

Lo Lathane } Received for Record 15th & Recorded 22nd February 1838
Lee
James Lee } This Indenture Witnesseth: That Lewis
Lathane of the County of Madison and State of Mississippi for and
in Consideration of the Sum of Four thousand Dollars lawful Money of
the United States, to him in hand, well and truly paid by James Lee
of the County and State aforesaid, the receipt whereof is hereby ac-
knowledged hath granted, bargained, sold, released, conveyed and confirmed
and by these Presents doth, grant, bargain, sell, alien, release convey and
confirm unto the said James Lee his heirs and assigns forever. All of the
South West quarter of Section Number four, Township Number Nine, Range
Number One East, situated in the County of Madison, State aforesaid
& Containing One hundred & sixty Acres, be the same More or less it being
a portion of lands Denominated "Seminary Land" & formerly belonging
to the State of Mississippi, from said State said Lathane derives his title
And all the estate, right, title, interest, claim and demand, both in
law and equity of him, the said Lathane, of in and to the said prem-
ises, and every part thereof. Together with all and singular the privileges
and appurtenances to the same belonging, or in any wise appertaining,
and the rents issues and profits thereof. To Have and to Hold the
premises hereby bargained and sold, or meant or intended so to be, with
the appurtenances, to the only proper use and behoof of the said Lee his
heirs and assigns forever. And the said Lathane for himself his heirs
executors and administrators, doth Covenant, promise and agree, to and
with the said Lee his heirs, executors, administrators and assigns, that he
is the true and lawful owner of the premises hereby granted and hath good

right, full power, and lawful authority to sell and convey the same in manner and form aforesaid; And further that he the said Latham his heirs, executors and administrators, will warrant and forever defend the aforesaid premises, with they appurtenances, and every part and parcel thereof, unto the said James Lee, his heirs and assigns, against all persons claiming or to claim by, from, or under him his heirs or assigns or by, from or under any other person, or persons whomsoever.

In testimony Whereof, the said L. Latham together with Louisa Jane Latham wife of the said L. Latham who hereby forever relinquishes all her right and claim of dower in and to the premises, have hereunto set their hands and seals this Twenty Ninth day of January One thousand Eight hundred and thirty Eight

Signed Sealed and delivered in presence of
Jos H Greenlee
Henry Amsden Jr

L. Latham (Seal)
Louisa J. Latham (Seal)

The State of Mississippi } Before me Daniel Sutherland an acting Justice of the
Madison County } Peace within and for said County, personally appeared Lorenzo Latham the above named grantor, together with Louisa Jane wife of the said L. Latham and severally acknowledged the above deed of Conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned, And the said Louisa Jane wife of the said L. Latham being examined separate and apart from her said husband and the contents of the said deed being made known and explained to her, declared that she voluntarily and of her own free will and accord, without any fear or coercion of her husband, did and now doth acknowledge the signing and sealing thereof, and still remains satisfied therewith. In testimony Whereof I have hereunto set my hand and seal this thirty first day of January in the year of our Lord One thousand Eight hundred and thirty eight

Dan'l Sutherland J.P. (Seal)

James C. Napier } Recorded for Record 15th } Recorded 22nd February 1838
Deed
M. A. McRae } Know all men by these presents that I James C Napier of the County of Madison and State of Mississippi in Consideration of the sum of One thousand Dollars to me in hand paid by Michael A. McRae of said State and County, the receipt of which is hereby acknowledged, do by these presents, give, grant, bargain, sell and convey unto the said Michael A. McRae his heirs and assigns a certain tract of land known and designated as follows- The South half, East half, North West fourth of section three Township 9 Range Number four East situate and being in the County of Madison and State of Mississippi, together with all the privileges and appurtenances to the said land in any wise appertaining and belonging to HAVE and to HOLD the above granted premises to the said Michael A. McRae his heirs and assigns, to his and their use and behoof forever, and

I the said James C. Napier for my self, my heirs, executors and administrators do Covenant with the said Michael S. McRae his heirs and assigns that I am lawfully seized in fee of the aforegranted premises that they are free from all incumbrances, that I have good right to sell and Convey the same to the said Michael S. McRae as aforesaid and that I will and my heirs, executors and administrators shall warrant and defend the same to the said Michael S. McRae his heirs and assigns forever against the lawful demands of all persons.

In testimony whereof I the said James C. Napier have hereunto set my hand and seal this the 15th day of February A.D. 1838

The words "three" and "One" interlined before signed

James C. Napier. (Seal)

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the probate Court of said County the above named James C. Napier who acknowledged that he signed, sealed and delivered the above and foregoing Deed as his act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 15th Day of February Anno Dominie 1838

John T. Cameron Clerk

James Young & Wife } Received for Record 19th & Recorded 23rd February 1838
Deed
James A. McMurtrey }

This Indenture Made & entered into this first day of January in the year of our Lord One thousand Eight hundred & thirty eight Between James Young & Mariah his wife of the County of Attala & State of Mississippi of the first part & James A. McMurtrey of the County of Madison & State aforesaid of the second part: Witnesseth that for and in Consideration of the sum of Three hundred Dollars to them in hand paid by the said party of the second part, the receipt & payment whereof is hereby acknowledged have Granted, bargained, sold & Conveyed & by these presents do grant, bargain, sell & Convey unto the said McMurtree of the second part, his heirs and assigns forever, a Certain tract or parcel of land situate lying & being in Madison County & State aforesaid & Known & designated on the Maps of the Official Surveys at Columbus Mississippi as the West half of the South West quarter of Section No twenty six in Township No Eleven North of Range No five East. Containing Seventy nine 50/100 acres. More or less. Together with all & singular the tenements, hereditaments & appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the land & premises hereby granted unto the said McMurtrey of the second part, his heirs & assigns, to his & their use, benefit & behoof forever. And the said parties of the first part hereby Covenant and agree for themselves, their their heirs, executors & administrators to warrant & forever defend the right, title & interest of the said land & premises unto the said party of

the second part his heirs & assigns against the lawful claim or claims of all and every person or persons whomsoever.

In Witness whereof the said parties of the first part have hereunto subscribed their names with their seals affixed on the day & year first above mentioned.

James Young (Seal)
Mariah Young (Seal)

The State of Mississippi }
Attala County } Personally appeared before me John M. Thompson Clerk of the Probate Court of said County the above named James Young and Mariah Young his wife, who acknowledged that they signed sealed and delivered the above mentioned Deed on the day and year there mentioned as their acts and deeds, for the uses and purposes therein mentioned. And the said Mariah Young being examined before acknowledged that she signed sealed & delivered the same in full relinquishment of her Dower freely without any fear threat or compulsion of her said Husband

Given under my hand and seal of office at Kosciusko this first day of January A.D. 1838

John M. Thompson Clk

Elias Wilkinson & Wife } Received for Record 19th & Recorded 23rd February 1838
Deed }
Robt W. McMurtray } Know all men by these presents that I Elias Wilkinson, my wife Frankey and my son John Wilkinson Junior of the State & County aforesaid, in Consideration of One hundred dollars to me in hand paid by Robert W. McMurtray of the State & County aforesaid, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell & convey unto the said Robert W. McMurtray, his heirs & assigns, the following described tract or parcel of land Viz:— The North East quarter of the southeast quarter of Section No twenty seven in Township No Eleven North, of Range No five East, Containing Forty 23/100 Acres, To HAVE and to HOLD the above granted premises, with the privileges & appurtenances thereunto belonging, to the said Robert W. McMurtray, his heirs and assigns, to his and their use & behoof forever. And I the said Elias Wilkinson, my wife Frankey & my son John Wilkinson Junior, for ourselves, our heirs executors & administrators do hereby Covenant with the said Robert W. McMurtray his heirs & assigns that we are lawfully seized in fee of the above granted premises & that they are free from all incumbrances, and that we have a good right to sell & convey the same to the said Robert W. McMurtray as aforesaid. And that I & my wife Frankey & my son John Wilkinson Junior will, and our heirs, executors and administrators shall warrant & defend the same against the lawful claims & demands of all persons. In Witness whereof I the said Elias Wilkinson & my wife Frankey & my son John Wilkinson Jr have hereunto set our hands & seals this twenty eighth day of January in the year of our Lord One thousand eight hundred and thirty seven

Elias Wilkinson (Seal)
Frankey her mark Wilkinson (Seal)
John his mark Wilkinson Jr (Seal)

Signed sealed & delivered in presence of
James Young

State of Mississippi } Personally appeared before me Saml Hamblin an acting
Madison County } Justice of the peace in and for said County Elias Wilkinson
and John Wilkinson for whose names are affixed to the foregoing deed who acknow=
=ledged that they signed sealed and delivered the same on the day and year therein
mentioned as their own act and deed. Also Frankey Wilkinson wife of the
above mentioned Elias Wilkinson who being examined separate and apart
from her said husband acknowledged that she signed sealed and delivered
the foregoing deed on the day and year therein mentioned freely and voluntarily
and not from any threat fear or compulsion of her said husband
Given under my hand and seal this 13th day of
January 1838

Saml Hamblin J.P. (Seal)

Elias & John Wilkinson } Received for Record 19th & Recorded 23rd February 1838.
Bond
Robert W. McMurtray } Know all men by these presents that we John Wilkinson
and Elias Wilkinson are held and firmly bound unto Robert W. McMurtray
in the sum of One thousand Dollars lawful money of the United States
for the payment of which well and truly to be made we do hereby bind
ourselves, our heirs, Executors, administrators and assigns firmly by
these presents, Given under our hands and seals this 13th day of Jan=
=uary in the year A.D. 1838

Elias Wilkinson (Seal)
John his + mark Wilkinson (Seal)

Now the Condition of the above obligation is such that whereas the above
Elias with Frankey his wife and the said John Wilkinson by deed in
fee simple did on the 28th day of January 1837 convey to the said Robert
W McMurtrie a certain tract or parcel of land lying and being in the
County of Madison, being the North East quarter of the South East quarter
of Section Twenty seven, Township Eleven Range five East and Containing
Forty 23/100 Acres More or less – And whereas the legal title to said land is
in the said John Wilkinson who is an infant within the age of Twenty
one years – Now if the said Elias and the said John shall save the said
Robert W. McMurtray harmless from the Claim of any other person to the
said land. And the said John Wilkinson shall upon his attaining the age
of Twenty one years. Convey all his right, title and interest to the said tract
of land unto the said Robert W. McMurtray, his heirs, executors & then
and in that case the above obligation to be void otherwise to remain in
full force and virtue, Signed, sealed & delivered this 13th day of
January in the year A.D. 1838

Elias Wilkinson (Seal)
John his + mark Wilkinson (Seal)

State of Mississippi }
Madison County } Personally appeared before me Saml Hamblin
an acting Justice of the peace in and for said County Elias & John

Wilkinson for who acknowledged that they signed sealed and delivered the foregoing Bond or Obligation on the day and date therein mentioned as their own act and Deed

Given under my hand and seal this 13th day January 1838.

Saml. Hamblin J.P. (Seal)

Elias Wilkinson & Wife
Deed
James A. McMurtray

Received for Record 19th & Recorded 23d Febry. 1838

State of Mississippi
Madison County

Know all men by these presents that I Elias Wilkinson and my wife Franky of the state and County aforesaid in consideration of Two hundred dollars to me in hand paid by James A. McMurtray of the State & County aforesaid the receipt of which is hereby acknowledged, do by these presents, grant, bargain sell & convey unto the said James A. McMurtray, his heirs and assigns the following described tract or parcel of land viz. The West half of the North West quarter of Section No twenty six, in Township Eleven, North of Range five East, containing seventy nine 60/100 acres. To HAVE and to HOLD the above granted premises, with the privileges and appurtenances thereunto belonging, to the said James A McMurtray his heirs and assigns, to his & their use and behoof forever. And I the said Elias Wilkinson & my wife Franky for ourselves, our heirs Executors & administrators do hereby Covenant with the said James A. McMurtray his heirs & assigns that we are lawfully seized in fee of the above granted premises & that they are free from all incumbrances — that we have a good right to sell & convey the same to the said James A. McMurtray as aforesaid — And that I and my wife Franky will, and our heirs executors & administrators shall warrant & defend the same against the lawful claims & demands of all persons.

In Witness whereof I the said Elias Wilkinson & my wife Franky have hereunto set our hands & seals this twenty eighth day of January in the year of our Lord one thousand eight hundred and thirty seven

Signed sealed & delivered in presence of
James Young

Elias Wilkinson (Seal)
Franky her X mark Wilkinson (Seal)

State of Mississippi
Madison County

Personally appeared before me Saml. Hamblin an acting Justice of the Peace in and for said County Elias Wilkinson who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his own act and Deed. Also Franky Wilkinson wife of the before mentioned Elias Wilkinson who being by me examined separate and apart from her said Husband acknowledged that she signed sealed and delivered the foregoing Deed on the day and year therein mentioned freely and voluntarily and

not from any threat fear or Compulsion of her said husband

Given under my hand and seal this 13th day of January A.D. 1838

Saml. Hawkins J.P. (Seal)

Wm. Montgomery } Received & Recorded February 23rd 1838
Deed }
Joseph S. Collins }

This Indenture made this 24th day of November in the year of our Lord One Thousand Eight hundred and thirty seven, Between William Montgomery of the County of Madison and State of Mississippi of the One part, and Joseph S. Collins of the County and State aforesaid, Witnesseth that the said party of the first part, for and in Consideration of the sum of Five Thousand Dollars to him in hand paid the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, aliened and confirmed, and by these presents do grant, bargain, sell, release, remise alien and confirm unto the said party of the second part, and to his heirs and assigns forever One undivided half of a certain piece of land or part of a town lot, situated lying and being in the Town of Canton and County & State aforesaid, Beginning at the North East corner of lot No 1 in Square No 6 in the original plat of said Town, it being a part of the lot whereon Mr Montgomery formerly lived & thence running West twenty five feet, thence South One Hundred feet, thence East twenty five feet, thence South One hundred feet, thence East One hundred feet, thence North two hundred feet to the beginning, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining to HOLD the one undivided half of the above described premises with the only of the hereditaments and appurtenances thereunto belonging, to have and to hold the one undivided half of the above described premises to the said party of the second part his heirs and assigns to the sole and only proper use, benefit, and behoof, to the said party of the second his heirs and assigns forever; And the said party of the first part for himself, his heirs executors and administrators, do Covenant, warrant and defend the title of said lot to the said party of the second part against all persons Claiming or to Claim

In Witness Whereof the said party of the first part hath hereunto set his hand and seal the day and date first above written,

Wm. Montgomery (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T. Harrison Clerk of the Probate Court of said County the above named William Montgomery and acknowledged that he signed, sealed and delivered the above deed as his act and Deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 23rd Day of February A.D. 1838

John T. Harrison Clerk

Zachariah Cox & Wife } Received for Record 28th February & Recorded 2nd
Deed } March 1838
Reuben B. Ricketts }

This Indenture made this 28th day of February in the year of our Lord One thousand Eight hundred & thirty eight between Zachariah Cox and Arteline Eliza Cox his wife of the County of Madison & State of Mississippi of the One part, and Reuben B. Ricketts of the County & State aforesaid of the other part Witnesseth: That the said Zachariah Cox & Arteline Eliza Cox his wife for and in consideration of the sum of
11 five hundred Dollars to them in hand paid by the said Reuben B Ricketts the receipt whereof is hereby acknowledged, have bargained sold & conveyed & by these presents do bargain, sell & convey unto the said Reuben B Ricketts his heirs & assigns forever, a certain tract or parcel of land situated in the County of Madison & State of Mississippi, and known & designated as the South half of the East half of the North West quarter of Section twenty four in Township ten Range three East containing 39.$\frac{54}{100}$ acres. To HOLD and to HOLD the above described tract & bargained premises, with all & singular the hereditaments & appurtenances thereunto belonging, to the only proper use & benefit of him the said Reuben B Ricketts his heirs &c. And the said Zachariah Cox and Artaline E. Cox his wife do covenant & agree to and with the said Ricketts his heirs &c that the above described land & bargained premises they will warrant & forever defend against the lawful claim title or demand of any and all persons whomsoever.

In testimony whereof we have hereunto set our hands & seals the day & date first above written.

Zachariah Cox (Seal)

Artaline her + mark Eliza Cox (Seal)

State of Mississippi }
Madison County } Personally appeared before me T. L. Salomon an acting Justice of the Peace in and for said County Zachariah Cox and acknowledged that he signed, sealed and delivered the within deed as his act and deed and for the purposes therein contained.

Also his wife Artaline Eliza Cox being examined separate and apart from her said husband acknowledged that voluntary without threats of her husband, sealed, signed and delivered the foregoing deed as her act and deed.

Witness my hand and seal this 28th day of February 1838

T. L. Salomon J.P. (Seal)

vvv

Ephraim Taylor } Recorded for Record Feby 23d Recorded 5th March 1838
Deed
Elisha Lott } This Indenture made this 15th day of Dec 1837 Between Ephraim Taylor of the County of Madison and State of Mississippi of the first part, and Elisha Lott of the County and State aforesaid of the second part witnesseth that the said Ephraim Taylor for and in consideration of the sum of five hundred and fifty dollars to him, in hand paid by said Elisha Lott the receipt of which is hereby acknowledged: hath bargained, sold, and conveyed, and by these presents doth bargain, sell and convey unto the said Elisha Lott his heirs and assigns forever a certain tract or parcel of land lying and being in the above named County and State and designated as follows, to wit N½ N½ North West quarter of Section No 8. in Township No 10 of Range No 8 E. Containing Acres 39 98/100 be the same more or less. To HAVE and to HOLD the before named tract or parcel of land unto the said Elisha Lott his heirs and assigns forever; and the said Ephraim Taylor for himself, his heirs and assigns doth by these presents warrant and forever defend the before mentioned tract of land with all and every of its appurtenances thereunto belonging unto the said Elisha Lott his heirs (free from himself his heirs) and from the claim or claims of all and every person or persons whatsoever.

In testimony whereof the said Ephraim Taylor hath hereunto set his hand and seal, the day above written.

Ephraim his × mark Taylor (Seal)

State of Mississippi }
Madison County } Personally came before me an acting Justice of the peace in and for the County and State aforesaid Ephraim Taylor & Nicy his wife whose names are subscribed to the foregoing Deed and acknowledged that they signed, sealed & delivered the same to the within named Elisha Lott as their own proper act & deed for the purpose therein expressed. And Nicy Taylor the wife of the said Ephraim Taylor being examined separate and apart from her said husband acknowledged that she signed sealed & delivered the foregoing deed freely & voluntarily of her own accord without the fear threats or imputation of her Husband on the day and year therein written for the purposes therein expressed.

Given under my hand and seal this 9th day of January A.D. 1838

Samuel Hamblin J.P. (Seal)

George Robinson & Wife } Received & Recorded March 8th 1838
Deed
Montgomery Robinson } This Indenture made and entered into this second day of March in the year of our Lord, One thousand eight hundred and thirty eight; Between George Robinson and Jane his wife of the County of Madison and State of Mississippi of the first part, and Montgomery C. Robinson of the County and State aforesaid of the second part witnesseth;

that the said George Robinson and his wife Ann for and in consideration of the sum of Twenty Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged have this day granted, bargained, sold, aliened, and conveyed and by these presents do grant, bargain, sell, alien and convey unto the said Montgomery C. Robinson his heirs and assigns all the following described property, consisting of land, negroes, to wit the West half, North East quarter and East half, North West quarter of Section One Township Seven, Range two East, containing One hundred and Sixty three acres, The West half, South West quarter, same Section Township and Range, containing Eighty one 53/100 acres. North half, East quarter, Section Township and Range the same, containing Eighty one 53/100 acres, North East quarter of Section Number Two, Township Seven Range two East, containing One hundred and Sixty Eight acres. The North half, South West quarter, Section One, Township Seven, Range two East, containing Eighty one 53/100 acres, Lot number Two, Section Seven Township Seven Range Three East, seventy-eight acres. All lying and situate in Madison County State aforesaid. Also the following Situated in the same State, County of Rankin to wit, Lots Number One and two, Section Eight Township Seven Range Three East, containing One hundred and Sixty acres, Also their one third part, and interest in and to lot number Three Section Eight Township Seven Range Three East, containing One hundred and fifty five acres. The West half, North West quarter, and West half South West quarter, Section Seventeen, Township Seven Range Three East, containing one hundred and fifty Eight 31/100 acres. North West quarter, Section twenty One, Township Seven Range Three East, containing One hundred and Sixty acres, Lot Number Six Section Seven, Township Seven, Range Three East, containing Sixty Nine acres. Lots One, two, Six, Seven, Section Eighteen Township Seven Range Three East containing three hundred and twenty acres, Lot number four Section Eight Township Seven Range Three East, containing Seventy Eight 38/100 acres, Lot Number Seven Section Seven, Township Seven Range Three East containing Sixty Six acres, North East quarter Section Seventeen Township Seven Range Three East, containing One hundred and fifty eight 31/100 acres, Lot Number One Section Seven Township Seven, Range Three East, containing Seventy-five acres, Also the one third Interest and part in and to the Steam Saw Mill and the Teams, Waggons, Carriages and every thing appertaining to said Mill attached to lands in Rankin County as above described known as the Mill of Geo Robinson & Co and also all the Books, debts, and accounts due the firm and also the following Negroes, Slaves for life, Hannah aged 48 years, Moses 49, Hagar 31, Dennis her Child 10, Susanna 7, Alex 5 Tinsby 3 Cynthia 9 months, Phillis aged 25 years, Prince 24, Amy 16, Little Mary 14, Harriet 11, Little Hannah 3, Joshua 26, Washington 26, Levi 26, Solomon 26, Sim 26, Riley 27, Ben her Child 6, Big Mary 22, her Child 4, Eliza 18, Judy 16 Tom 15, Betsey 26, and her Child 6 months old, also all the plantation horses, Mules, Oxen, Waggons, Ploughs, farming utensils, Household and Kitchen furniture, Corn, fodder, meat, Stock of Cattle and Hogs, and productions appertain and belong to the above described lands, also ten Shares of Stock in the Commercial and Rail Road Bank of Vicksburg

also all the Carpenters tools, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all the Estate, right, title, interest, claim and demand whatever of them the said George Robinson and Ann his wife of in, and to the said lands Negroes and the premises, To HAVE and to HOLD, the said lands Negroes and whatever in this Deed mentioned and every part and parcel thereof with the appurtenances unto the said Montgomery C. Robinson his heirs and assigns to__ only proper use and behoof of the said Montgomery, his heirs and assigns forever, And the said George Robinson and Ann his wife for themselves and their Heirs, the said lands negroes and whatever is conveyed by this Deed and every part and parcel thereof against themselves and their heirs, and all and every person whatever will warrant and forever defend to the said Montgomery C. Robinson his heirs and assigns,

In testimony whereof the said George Robinson and Ann his wife have hereunto set their hand and seal, the day above written,

Geo Robinson (Seal)
Ann Robinson (Seal)

State of Mississippi }
Madison County } This day personally appeared before me the undersigned an acting Justice of the Peace for the County and State aforesaid George Robinson who acknowledged that he signed sealed and delivered the above deed for the purposes therein contained to Montgomery C. Robinson

Given under my hand & seal this the 2nd of March 1838

Gideon Bass (Seal)

State of Mississippi }
Madison County } This day personally appeared before me the undersigned an acting Justice of the Peace of said County and State aforesaid Ann the wife of George Robinson who being examined apart from her husband acknowledged that she without any restraint from her husband freely and of her own will signed sealed and delivered the above Deed to Montgomery C. Robinson for the purposes therein contained,

Given under my hand and seal the 2nd of March 1838

Gideon Bass (Seal)

James L. Hines } Received for Record Febry 28th & Recorded Mch 8th 1838
Deed
Elisha Lott } This Indenture, Made this 9th day of January 1838 Between James L. Hindes of the County of Madison and State of Mississippi of the first part, and Elisha Lott of the County and State aforesaid of the second part Witnesseth; That the said James Lloyd Hines for and in consideration of the sum of One Hundred Dollars to him in hand paid by said Elisha Lott, the receipt of which is hereby acknowledged, doth bargain sold and conveyed, and by these presents doth bargain sell and convey unto the said Elisha Lott his heirs and assigns forever a certain tract or parcel of land lying and being in the above named County and State and designated as follows "to wit" South half, West half of the North West quarter

of Section No 15 in Township No 10. of Range No 5 East, Containing 40 acres be the same, more or less, to Have and to Hold the above named tract or parcel of land unto the said Elisha Lott, his heirs and assigns forever, and the said James L. Hinds for himself, his heirs and assigns doth by these presents warrant and forever defend, the before mentioned tract of land with all and every of its appurtenances thereunto belonging unto the said Elisha Lott his heirs & assigns free from himself his heirs & and from the claim or claims of all and every person or persons whatsoever.

In testimony whereof the said James L Hinds hath hereunto set his hand and seal the day above written.

Signed sealed and delivered in presence of } J. L. Hines (Seal)
Mary her + mark Hines (Seal)

State of Mississippi } Personally Came before me an acting Justice of the
Madison County } Peace in and for the County and State aforesaid James L. Hinds and Mary his wife whose names are subscribed to the forgoing deed and acknowledged that they signed, sealed and delivered the same to the within named Elisha Lott as their own proper act and deed for the purposes therein expressed. The said Mary Hinds the wife of the said James L. Hinds being examined separate and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing deed truly and voluntary of her own accord, without the fear threats or imputation of her husband, on the day and year therein written and for the purposes therein expressed.

Given under my hand and seal this 9th day of January 1838

Samuel Hamblin J. P. (Seal)

Joseph E. McRay } Received for Record 28th Febry & Recorded 5th March 1838.
Deed
Elisha Lott } This Indenture Made this 9th day of January 1838 between Joseph E. McRay of the County Madison and State of Mississippi of the first part and Elisha Lott of the County and State aforesaid of the second part Witnesseth that the said Joseph E McRay for and in consideration of the sum of Two hundred and fifty dollars to him in hand paid by said Elisha Lott, the receipt of which is hereby acknowledged, hath bargained, sold, and conveyed, and by these presents doth bargain sell, and convey, unto the said Elisha Lott, his heirs and assigns forever, a certain tract or parcel of land lying and being in the above named County and State and designated as follows, "to wit" Each half of North East quarter of Section Thirty four of Township Eleven of Range five East. Containing Eighty acres be the same more or less to Have and to Hold the above mentioned tract or parcel of land unto the said Elisha Lott his heirs and assigns forever, and the said Joseph E McRay for himself his heirs and assigns doth by these presents warrant and forever defend the above mentioned tract of land, with all and every of its appurtenances thereunto belonging unto Elisha Lott his heirs & free from

himself, his heirs, and pers the claim or claims of all and every person or persons whatsoever. In testimony whereof the said Joseph McKay hath hereunto set his hand and seal the date above written.

Joseph his X mark McKay (Seal)

State of Mississippi } Rachel her X mark McKay (Seal)
Madison County } Personally came before me an acting Justice of the peace in and for the County and State aforesaid Joseph McKay and Rachel his wife whose names are subscribed to the foregoing deed and acknowledged that they signed, sealed and delivered the same to the within named Elisha Scott as their own proper act and deed for the purposes therein expressed. The said Rachel the wife of the said Joseph McKay being examined, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing deed truly and voluntary of her own accord without the fear, threats or imputation of her husband on the day and year therein written and for the purposes therein expressed.

Given under my hand and seal this 9th day of January 1838.

Samd Hamethie J.P. (Seal)

S. M. Flournoy Shff } Received & Recorded March 6th 1838
Deed
Ridley & Rapsdale } This Indenture made and entered into this 5th day
The State of Mississippi } of March 1838, between Samuel M. Flournoy Sheriff
Madison County } of Madison } of State aforesaid of the first part
and Robert Ridley & Samuel Rapsdale of the second part Witnesseth that
Whereas Henry M. Black for the use of William B. Martin and Company on the 3d day of May in the year of our Lord 1837 in the Circuit Court of Madison County aforesaid by the judgement of said Court recovered against Thomas E. Old the sum of four hundred & fifty six 29/100 Dollars besides his proper Costs of suit and whereas Execution (to wit) a fieri facias on Bond was issued by the Clerk of the Circuit Court aforesaid on the fourth day of January 1838 on the said judgement and delivered into the hands of the hands of the said Sheriff of Madison to whom the same was directed, and whereas the said Sheriff of Madison did levy the aforesaid execution immediately thereafter on the following tract of land lying in the said County of Madison the property of the said Thomas E. Old designated as follows— (Viz) the S.E 1/4 of Section 26. Township Nine Range four East, containing One hundred and sixty acres more or less together with the improvements thereon, and whereas the said Sheriff did after sale in conformity with the statute in such cases made and provided — at least thirty days previous to the day of sale proceed to advertise the said tract of land in the Canton Herald a public newspaper in the aforesaid County for sale on the fifth day of March 1838 at the Court house door in the Town of Canton, at which time and place the said Sheriff did proceed to offer for sale the aforesaid tract of land to satisfy the aforesaid execution, and the said Ridley & Rapsdale appeared and bid five hundred

dollars, which bid being the highest that was or would be offered became the purchaser. Now therefore in Consideration of the sum of five hundred Dollars in hand paid by the said Ridley Raysdale the receipt whereof is hereby acknowledged by the said Samuel M. Flournoy Sheriff aforesaid, and by virtue of the power vested in him by his office do hereby bargain sell and deliver to the said Ridley Raysdale the aforesaid tract of land. In testimony whereof he hath hereto set his hand and affixed his seal the day and date before mentioned.

S. M. Flournoy Sh'ff (Seal)

The State of Mississippi
Madison County } Personally appeared before me John T. Lamison Clerk of the Probate Court of said County the above Named Samuel M Flournoy Sheriff &c and acknowledged that he signed sealed and delivered the above and foregoing Deed as his act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office
At Canton this 1st Day of March AD 1838

John T. Lamison Clerk

David S Tucker
Deed
William Tucker } Received for Record 10th & Recorded 12th March 1838

State of Mississippi
Madison County } Know all men by these presents that we David S. Tucker & Martha Ann Tucker my wife of the County & State aforesaid for and in Consideration of the sum of One thousand Dollars to us in hand paid by William Tucker of same State & County aforesaid, the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell, and Convey unto the said William Tucker, his heirs and assigns the following described lots or parcels of land lying and being in the County of Madison and State of Mississippi and known and designated as the E½ of NE¼ of section 25, Township No 11 of Range No 3 East Containing about Eighty Acres, More or less. To HAVE and to HOLD the above granted premises, with the privileges and appurtenances thereunto belonging to the said William Tucker, his heirs and assigns and his use and behoof forever, & I the said David S. Tucker & Martha Ann My wife for ourselves & our heirs, Executors & Administrators do hereby Covenant with the said William Tucker, his heirs and assigns that we are lawfully seize in fee of the above granted premises and that they are free from all incumbrances & that we have a good right to sell and Convey the same to the said William Tucker as aforesaid, and that we will & our heirs Executors and administrators shall warrant and forever defend the same against the lawful Claims of every person whomsoever. In testimony whereof the said David S. Tucker & Martha Ann his wife have hereunto set their hands, affixed their seals this 19th day of January AD 1838

Signed sealed and delivered in presence of
Dan'l Sutherland
W. Tucker

D. S. Tucker (Seal)
Martha Ann X her mark Tucker (Seal)

State of Mississippi } Personally appeared before the undersigned Justice of
Madison County } the peace David Tucker & Martha Ann his wife who ack-
-nowledged that they signed, sealed & delivered the foregoing instrument of
writing for the use and purposes therein mentioned. At the same time
Martha Ann his wife being separate and apart from her husband ac-
-knowledged that she signed, sealed & delivered the foregoing as her act &
deed without any fear threat or compulsion of her husband

Given under my hand and seal this 19th Jany
1838

David Sutherland [L.S.]

Harrison Jordan } Received for Record March 9th & Recorded 20th March 1838
Power Attorney }
William Owens }

Know all Men by these presents that I Harrison Jordan
of the County of Madison State of Mississippi have ordained and by these
presents constitute and appoint and in my place and stead put and depute
William Owens of the County & State aforesaid my true and lawful attorney
for me and in my name and for my use to ask demand sue for and recover
all such sums of Money which is or shall be due, owing and payable and be-
-longing to me by any Manner or Means Whatsoever. And also My said attorney
is hereby empowered for me and in my name to bargain, sell and Convey or
Mortgage all my right, title and interest in and to a Plantation known dow
lying and being in the said County of Madison and State aforesaid about
four Miles South of Canton. Which said land is situated in Township No
Eighty Nine and Range No two East, unto the Union Bank of the State of
Mississippi And also for me, and in my name to sign seal and deliver all
such Deeds or Mortgages as shall be required by said Bank to secure stock
in said Bank upon the pledge of said land for the same. Giving and
granting unto my said Attorney by these presents, My full power and au-
-thority in and about the premises to have, use & take all lawful means
for effecting the purposes aforesaid, and to receipt for me and in my name
upon the payment of any debt or demand for the full discharge of the same
And generally all and every act that may be necessary to carry into ef-
-fect the and be done about the premises for me and in my name to do
and execute as fully and largely as I my self could or would do if person-
-ally present. And my said Attorney is hereby empowered other attorneys under
him to make and appoint for effecting any of the purposes aforesaid
Hereby ratifying and Confirming all and Whatsoever my said _____
shall lawfully do in and about the premises by virtue hereof

In testimony whereof I have hereunto set my hand and
affixed my seal this Ninth day of March One thousand Eight hundred &
Thirty Eight,

Harrison Jordan [L.S.]

The State of Mississippi }
Madison County } Personally appeared before me John T. Lamison
Clerk of the Probate Court of said County the above named Harrison

Jordan who acknowledged that he signed sealed and delivered the above and foregoing Power of Attorney as his own voluntary act and deed on the day and year and for the purposes therein specified

Given under my hand and seal of Office at Canton this 9th Day of March A.D. 1838

John T. Cameron Clerk

John Duke et al } Recorded for Record March 6th & Recorded March 13th 1838
Title Bond }
Thos. J. Moore } Know all men by these presents that we John Duke, James
State of Mississippi } Pigg & Richard Allen of the County & state aforesaid are
Madison County } severally & jointly held & firmly bound unto Thomas J.
Moore of the County & state aforesaid in the sum of fifteen thousand dollars
for the payment of which, which said sum of Money we hereby jointly
& severally bind ourselves, our heirs, our Executors & administrators by these
presents. As witness our hands & seals this thirtieth day of October in the year
of our Lord One thousand Eight hundred & thirty seven—

The Condition of the above Obligation is such that whereas
the above bound John Duke has this day bargained & sold to the above named
Thomas J. Moore a certain tract of land lying being & situate in the County & state
aforesaid known & designated by the following description (viz) S.W.¼ & W.½
S.E.¼ of section No 17. E.½ S.E.¼ of section No 18 E.½ N.E.¼ of section
No 19. W.½ N.W.¼ of section No 20 Township 10 Range 3 East & bounded
by lands of Wm Cocks & Solomon Ellis & Richd Allen & Dott Montgomery &
John Reid being the Plantation whereon the said John Duke now lives, and
Whereas the said Thomas J. Moore has agreed to pay to the said Duke the sum
of Six thousand Dollars for the said land, four thousand two hundred & fifty
one Dollars & Eighty four Cents of which sum has this day been paid by the
said Thos J. Moore before the execution of this obligation and the receipt of
which is hereby acknowledged (to wit) two thousand Dollars in Cash, and
the balance Debts assumed for said Duke). And Whereas the said Thos J.
Moore has this day given his note with L. F. Henderson & Geo. H. Henderson
as securities for the sum of One thousand seven hundred & thirty Eight
Dollars & fifteen Cents, bearing Interest from date & payable to John Duke
on the first day of January in the year of our Lord One thousand
Eight hundred & thirty nine, making in the whole the aforesaid sum
of Six thousand Dollars. Now when the payment of the last
sum of One thousand seven hundred & thirty Eight Dollars & 16 Cents
shall be well & truly paid by the said Thomas J. Moore to
the said John Duke. If the said John Duke shall then
well & truly make & deliver to the said Thomas J. Moore a
good & sufficient title in fee simple to the aforesaid tract
of land described as aforesaid then this obligation
shall be null & void. Otherwise it is to remain in full
force & effect.— Witness our hands & seals the day & date

as above mentioned.

John Duke (Seal)
James Pigg (Seal)
Richard his + mark Allen (Seal)

State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named John Duke who acknowledged that he signed, sealed and delivered the foregoing written instrument as his voluntary act and deed on the day and year and for the purposes therein specified

Given under my hand and seal of Office at Canton this 3rd Day of March A.D. 1838

John T. Cameron Clerk

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County James Pigg and Richard Allen whose names are subscribed to the foregoing instrument of writing, who acknowledged that they signed, sealed and delivered the same as their voluntary act and deed on the day and year and for the purposes therein specified

Given under my hand and seal of Office at Canton this 6th Day of March A.D. 1838

John T. Cameron Clerk

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G. W. Terrill & Wife }
Deed } Received for Record 8th & Recorded 12th March 1838
Job. G. Selph }

This Indenture Made and entered into this 18th Day of February 1838 Between George W. Terrill and Barbary Ann Terrill his wife of the one part and Job G Selph of the other part all of the County of Madison and State of Mississippi, Witnesseth: that the said George W. and Barbary A. Terrill for and in the sum of Twenty four hundred dollars to the said George W. Terrill in hand paid by said Job G. Selph the receipt of which is hereby acknowledged, hath bargained and sold and do by these presents bargain, bargain, sell alien, enfeoff, Confirm and Convey unto the said Job G. Selph and his heirs a certain piece or parcel of land Containing One hundred and twenty acres, let the same be more or less lying and being in the said County of Madison being the tract of land on which the said Selph now lives, and conveyed by Susannah Ratliffe administratrix of William Ratliffe deceased to Edmund R. Anderson and by the said Edmund R. Anderson to the said George W. Terrill, for a more particular description of which land, see said Susannahs Deed to said Anderson, To Have and to Hold said land to said Selph and his heirs forever in fee simple with the profits thereunto appertaining. And said George W. Terrill for himself, his heirs, Executors, and administrators, Covenants and agrees to with the said Selph his heirs, Executors, Administrators & assigns that he the said Terrill and his heirs will forever warrant and defend said land to the said Job G. Selph, his heirs and assigns, against the lawful Claims of

all persons whatsoever. And the said Barbary Ann Terrill hereby on her part freely and without constraint from the said George W Terrill her Husband released to the said Bob. G. Selph his heirs and assigns all the Dower interest which she has in right of the wife of the said George W. Terrill to said Tract of land.

In witness of which said George W. Terrill and Barbary Ann. Terrill have hereunto set their hands & seals this day first written

Attest
H. A. Garrett
Thos. G. Garrett

G. W. Terrill (Seal)

Ann B. Terrill (Seal)

The State of Mississippi
Madison County } This day personally appeared before me Tooker S. Salmon one of the Justices of the Peace of the said County the above named George W Terrill and Barbary Ann Terrill his wife and acknowledged that they signed, sealed and delivered the foregoing Instrument as their act and deed on the day and year therein mentioned. The said Barbary Ann Terrill wife of said George W being first privately examined by me separately apart from her husband, who declared that she signed, sealed and delivered the same as her voluntary act & deed without fear threats or compulsion from her Husband. All which is hereby certified.

Given under my hand & seal this 7th day of March A.D. 1838

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

E. R. Anderson } Received for Record March 8th } Recorded March 12th 1838
Deed
Geo W. Terrill } This Indenture made and entered into this 8th day of June. 1836 between Edmund R. Anderson and Evalina Anderson his wife of the one part and George W Terrill of the other part, all of the County of Madison and State of Mississippi Witnesseth: That the said Edmund R. Anderson & Evalina Anderson for and in consideration of the sum of Twenty five hundred Dollars to the said Edmund R. in hand paid by said George W Terrill the receipt of which is hereby acknowledged hath bargained and sold and do by these presents, bargain, sell, alien, enfeoff, confirm and convey unto said George W. Terrill and his heirs a certain tract, piece or parcel of land, containing One hundred and twenty Acres be the same more or less, lying and being in the said County of Madison being the tract of land on which the said Edmund R. Anderson now lives, conveyed to said Anderson by Susannah Ratliffe Administratrix of William Ratliffe deceased, for a more particular description of which land see said Susannah's Deed to said Anderson — To have and to HOLD said land to said Terrill and his heirs forever in fee simple with the profits of thereunto appertaining And said Edmund R. Anderson for himself his heirs Executors & Administrators covenants and agrees to & with said Terrill his heirs executors, Administrators &

assigns. That he said Anderson and his heirs will forever warrant and defend said land to said George W Terrill his heirs & assigns against the lawful claims of all persons whatever, And said Caolina Anderson hereby on her part freely and without constraint from the said Edmund R. Anderson her Husband releases to said Terrill and his heirs & assigns all the dower interest which she has in right of the wife of said Edmund to said tract of land. In Witness of which said Edmund R and Caolina Anderson have hereunto set their hands & seals this day first written.

E. R. Anderson (Seal)
Caolina A B Anderson (Seal)

The State of Mississippi
Madison County } This day personally appeared before me the undersigned Justice of the peace for said County E R. Anderson who acknowledges that he signed the within deed for the purposes therein mentioned.

At the same time I have examined his wife Caolina A B Anderson separately & apart from her husband who acknowledges that she signed the within deed as her voluntary act & deed without fear, threats or compulsion from her husband.

Given under my hand & seal this 11th June 1836
Charles Moore (Seal)

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Lo Lathum & Wife } Received for Record Liber 202 Recorded 12th March 1838
Deed
D. M. Fulton } This Indenture Witnesseth that Lorenzo Lathum of the County of Madison and State of Mississippi for and in consideration of the sum of One thousand Dollars lawful money of the United States, to him in hand well and truly paid by David M. Fulton of the County & State aforesaid the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said David M. Fulton, his heirs and assigns forever All of Lot number four in Square Number Eight in the Town of Canton in the County of Madison aforesaid.

And all the estate, right, title, interest, claim and demand, both in law and equity of him the said Lathum of in and to the said premises and every part thereof, together with all and singular the privileges and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues and profits thereof; To HOLD and to HOLD the premises hereby bargained and sold or meant or intended to be with the appurtenances, to the only proper use and behoof of the said David M. Fulton his heirs and assigns forever; And the said Lathum for himself his heirs, executors, and administrators, doth covenant, promise and agree, to and with the said Fulton his heirs, executors, administrators and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good, right, full power and lawful authority to sell and convey the same in manner and form

aforesaid. And further that he the said Latham his heirs, executors and administrators, will warrant and forever defend the aforesaid premises with their appurtenances, and every part and parcel thereof, unto the said Fitten his heirs and assigns, against all persons claiming or to claim by, from or under him his heirs or assigns; or by from or under any other person or persons whomsoever;

In testimony whereof the said L. Latham together with Louisa J. Latham wife of the said L. Latham, who hereby forever relinquishes all her right and claim of dower, in and to the premises have hereunto set their hands and seals this twenty ninth day of January One thousand Eight hundred and thirty Eight, signed, sealed and acknowledged in presence of

L. Latham (Seal)
Louisa J. Latham (Seal)

Jas H. Greenlee
Henry Hendlen Jr

The State of Mississippi }
Madison County ss } Before me Daniel Sutherland an acting Justice of the peace within and for said County personally appeared Lorenzo Latham the above named grantor, together with Louisa wife of the said L. Latham and severally acknowledged the above deed of conveyance to be their voluntary act and deed for the uses and purposes therein mentioned. And the said Louisa wife of the said Latham being examined separate and apart from her said Husband and the contents of the said deed being made known and explained to her, declared that she voluntarily and of her own free will and accord without any fear or coercion of her Husband did and now doth acknowledge the signing and sealing thereof, and still remains satisfied therewith. In testimony I have here hereunto set my hand and seal this thirty first day of January in the year of our Lord One thousand Eight hundred and thirty Eight

Daniel Sutherland J.P. (Seal)

Received for Record 20th Feby 1838 & Recorded 12th March 1838.

Hezekiah Caldwell }
to } Deed
R. B. Ricketts. }

The State of Mississippi } Know all men by these presents that we Hezekiah Caldwell and Cintha Caldwell the wife of said Caldwell
Madison in the State aforesaid, in consideration of the sum of six hundred dollars to me in hand paid by R. B. Ricketts of Jefferson County in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said R. B. Ricketts, and his heirs forever, the following lots or tracts of land to, wit. the N½ of the W½ and the N½ of the E½ of the N.W¼ of Section No 21 in Township No 10 in Range No 4 East lying and situated in Madison County and State aforesaid, 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 R. B. Ricketts and his heirs and assigns forever; And I do hereby bind my self, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said R. B. Ricketts, and 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 the 21st day of May A.D. 1835 and of the Sovereignty of the State

Test

William Jones J.P.

State of Mississippi }
Madison County }

Hugh Caldwell (Seal)
Cynthia Caldwell (Seal)

This day Hugh Caldwell appeared before me William Jones an acting justice of the peace in and for the County and State aforesaid and acknowledged that he signed sealed and delivered the within Indenture &c. to be his voluntary act and deed, also at the same time Cynthia Caldwell the wife of said Caldwell appeared before me and after a private examination separate and apart from her said husband by me she acknowledged that she signed sealed and delivered the same on the same day and date also relinquished all her Dower, right, title and claim to the within named premises to be her voluntary act and deed without fear, threats or compulsion of her said husband. Given under my hand and seal this 21st day of May 1835

William Jones J.P. (Seal)

Benjn Long Shff
Decd
Saml M. Flournoy }

Received for Record 26th Feby & Recorded 13th March 1838

This Indenture made and entered into this seventh of August in the year of Our Lord One thousand Eight hundred & thirty five between Benjamin Long Sheriff of Madison County & State of Mississippi of the one part and Saml M. Flournoy of the County & State aforesaid of the other part. Witnesseth that the said Benjamin Long Shff as aforesaid in and by virtue of two executions issued from the Clerks office of the Madison Circuit Court of Madison County against William H. Smith in favor of Graves W. Steel for the use of N. & Dick &c for the sum of Eleven hundred and one dollars and seventy one Cents, debt and Cost, which executions have been Credited did offer for sale to the highest bidder for Cash in hand at the Court House door of said County on the day and year aforesaid, a certain tract or parcel of land on which said Execution was levied, as the property of William H. Smith lying and being in the said County of Madison and the said Saml M. Flournoy bid the sum of Three Dollars per Acre for Eighty acres more or less, and no other person bidding any thing more he the said Saml M. Flournoy became the purchaser for and in Consideration of which the

said Benjamin Long Stiff as aforesaid and by these presents do grant bargain, sell, alien and Confirm unto the said Sam M. Flowing his heirs and assigns forever, all the rights, title and interest of the said William H. Smith either at law or Equity in and to the said tract or parcel of land known and designated as the East ½ of the South East ¼ of Section No 20 Township Nine of Range 3 East. To Have and to Hold the said tract of land as above described with all and singular the appurtenances thereunto belonging or in any wise appertaining thereunto and the said Benjamin Long Stiff as aforesaid doth Covenant and agree to and with the said Sam M. Flowing his heirs and assigns to warrant and defend the title of the aforesaid tract or parcel of land from himself and from the said William H. Smith his heirs and assigns and from all and every other person or persons Claim or Claims Whatsoever, unto the said Sam M. Flowing his heirs and assigns forever. In testimony whereof the said Benjamin Long Stiff as aforesaid hath hereunto set his hand and seal this day and date first written.

Benjamin Long Stiff (Seal)

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Benjamin Long who acknowledged that as Stiff as aforesaid he signed sealed and delivered the above and foregoing Deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 20th Day of February A.D. 1838.

John T. Cameron Clerk

John S. Henry
Deed
Wm Montgomery } Received for Record 20th Febry & Recorded 13th March 1835

The State of Mississippi
Madison County } This Indenture made and entered into this Seventh day of March Anno Domini One Thousand Eight hundred and Thirty Seven By and between John J. Henry of the first part and William Montgomery of the second part, Witnesseth: that the said party of the first part for and in Consideration of the sum of One Thousand Dollars to him in hand paid by the party of the second part hath bargained sold and Conveyed and doth by these presents bargain sell and Convey unto the party of the second part his heirs and assigns forever. A Certain tract or parcel of land lying and being in the County and State aforesaid known and designated as follows viz: The South half of the East half of the North West quarter of Section Number one of Township Number Ten of Range Number Three East (of the Choctaw land District sold at Mount Salus) To Have and to Hold the same with its appurtenances thereunto belonging or in any wise appertaining to his Only use, his heirs and assigns

forever, And the party of the first part his heirs and assigns forever doth warrant and defend the title of the aforesaid tract or parcel of land as aforesaid. In testimony whereof he hath hereunto set his hand and affixed his seal the day and date aforesaid.

A. J. Henry (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named grantor John J. Henry, and acknowledged that he signed sealed and delivered the above and foregoing deed as his act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of office at Canton this 28th Day of February A.D. 1838

John T. Cameron Clerk

Wm L. Balfour & Wife } Received for Record 21st Feby 1838 & Recorded 13th March 1838
And
William Gantley }

This Indenture made this twenty seventh day of October in the year of our Lord One thousand Eight hundred and thirty four Between William L. Balfour and Elizabeth Balfour wife of the said William L. Balfour of the County of Madison and State of Mississippi of the first part and William Gantley of the County and State aforesaid of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of Six Hundred and thirty dollars Current money of the United States to them in hand paid by the said party of the second part; at and before the ensealing and delivery of these presents the receipt whereof they do hereby acknowledge and therefrom and of and from every part and parcel thereof do acquit, release, exonerate and discharge the said party of the second part, his heirs, executors, administrators and assigns and every of them, by these presents, have granted, bargained, sold, aliened, remised, released, and confirmed and by these presents do fully freely and absolutely grant, bargain, sell, alien, remise, release and confirm unto the said party of the second part and his heirs and assigns forever. All that tract or parcel of land. Viz the undivided half of the West half of the North East quarter of section No twenty two of Township No Nine of Range one West, of the Basis Meridian and District of Choctaw containing Eighty Acres of land, be the same more or less, it being a part of the tract of land which William L. Balfour and William Gantley purchased of Jo. Dunbar, Executor of the last will and testament of David Hoskins dec'd, Together with all and singular the hereditaments and appurtenances whatsoever to the said tract or parcel of land and premises belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof and of every part and parcel thereof, and also all the Estate

right, title, interest, property, possession, claim and demand whatsoever of the of the said parties of the first part have in and to the same or any part or parcel thereof. To Have and to Hold the said tract or parcel of land and premises with their and every of their rights members and appurtenances unto the said party of the second part his heirs and assigns forever. to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever: And the said William L. Balfour & Elizabeth Balfour his wife and their heirs all and singular the aforesaid tract or parcel of land and premises with their and every of their rights members and appurtenances hereby granted and released and every part and parcel thereof unto the said party of the second part his heirs and assigns and against them the said William L. Balfour & Elizabeth Balfour their heirs and assigns and against all and every other person whomsoever shall and will warrant and forever defend by these presents. In testimony whereof the said parties of the first part have hereunto set their hands and seals the day and date above

Wm L. Balfour (Seal)
Elizabeth Balfour (Seal)

State of Mississippi }
Madison County } Personally appeared before me D. Mitchell a Justice of the Peace of said County the within named William L. Balfour and Elizabeth his wife who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed. And on a private examination separate and apart from her husband the within named Elizabeth Balfour acknowledged that she signed sealed and delivered the same as her voluntary act and deed without any threats fear or compulsion from her Husband.

Given under my hand and seal this 18th day of June AD 1836

D. Mitchell J.P. (Seal)

Joshua Nichols Admr } Received for Record 21st Febry & Recorded 14th March 1838
Deed
William Gartley } This Indenture made the twenty third day of March in the year of Our Lord One thousand Eight hundred and thirty six Between Joshua Nichols Administrator of Joseph A Whitehead deceased of the County of Hinds and State of Mississippi of the first part and William Gartley of the County of Madison and State aforesaid of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Eight hundred dollars Current Money of the United States to him in hand paid by the said party of the second part at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and therefrom and of and from every

part and parcel thereof, doth acquit, release, exonerate and discharge the said party of the second part, his heirs, Executors, Administrators and assigns and every of them by these presents, has granted, bargained, sold, aliened, remised, released and Confirmed, and by these presents doth fully, freely, and absolutely grant bargain, sell, alien, remise, release, and Confirm unto the said party of the second and his heirs and assigns forever, All the following described land and bargained premises Viz: The West half of the North East quarter except twenty five acres or so much as lies west of a small branch, being the boundary line between Joseph B. Whitehead deceased and Erasmus Leggitt dec^d, also the twenty five acres of the East half of the North East quarter of Section twenty Eight: it being the twenty five acres excepted in my Conveyance to Charles L. Garner: all in Township Nine of Range One West in the District of Choctaw, Containing Eighty Acres be the same more or less. Together with all and singular the hereditaments and appurtenances whatsoever, to the said lands and bargained premises belonging or in any wise appertaining and the reversion and reversions remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever of the said party of the first part has in and to the same, or any part or parcel thereof: To Have and to Hold the said land and bargained premises, with their and every of their rights members and appurtenances, unto the said party of the second part his heirs and assigns forever, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever,

And the said Joshua Nichols Administrator &c for himself and his heirs, all and singular the aforesaid land and bargained premises with their and every of their rights, members, and appurtenances hereby granted, and released, and every part and parcel thereof, unto the said party of the second part, his heirs and assigns, and against him the said Joshua Nichols Administrator &c his heirs and assigns, and against all and every other person or persons whomsoever, shall and will warrant and forever defend by these presents. In Witness Whereof the said Joshua Nichols Administrator &c has hereunto set his hand and seal the day and date above written,

Henry Turney } witnesses Present
W^m A Whitehead }

Joshua Nichols (Seal)
administrator of the Estate of
Joseph B. Whitehead Dec^d

State of Mississippi } ss.
Madison County }

Personally appeared before me D. Mitchell a justice of the peace of said County Joshua Nichols Administrator of Joseph B. Whitehead deceased whose name is written within, who acknowledged that he signed sealed and delivered the within Deed on the day and year therein mentioned as his act and deed for the purposes therein mentioned.

Given under my hand and seals this 2nd day of April A.D. 1836

D. Mitchell J. P.

Charles L Garner & Wife } Received for Record 21st day of } Recorded 14th March 1838
Deed } This Indenture } Made this the third day
William Gartley } of February in the year of our Lord One thousand Eight hundred & Thirty five Between Charles L. Garner & Benby Garner his wife of the County of Madison & State of Mississippi of the first part, and William Gartley of the County & State aforesaid of the second part, Witnesseth That the said parties of the first part for and in consideration of the sum of forty Eight hundred Dollars, lawful Money of the United States to them in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and therefrom and therefore and of and from every part and parcel thereof doth acquit, release, exonerate and discharge the said party of the second part, his heirs Executors, administrators and assigns and every of them, by these presents has granted, bargained, sold aliened Remised, released, and Confirmed and by these presents doth fully, freely and absolutely, grant, bargain, sell, alien, remise, release and Confirm unto the said party of the second part, and his heirs and assigns forever **ALL**, the following described land and bargained premises Viz, The West half of the South East quarter, And the East half of the North East quarter, Except twenty five Acres of the last mentioned of Section twenty Eight, And the West half of the North West quarter of Section twenty Seven, And the following lot or parcel Beginning at the North East Corner of the West half of the South East quarter of Section Twenty Eight, thence West to the North West Corner of said Eighth, thence on the same course till it strikes the Bank of a Creek, which runs into Burnt Corn Creek, on its Bank until it strikes the East line of said first Mentioned — thence on the 1st line to the beginning Containing forty Acres, be the same More or less, And the East half of the North West quarter of Section twenty Seven, The West half of the North East quarter of Section twenty Seven, and the North half of the South West quarter of Section twenty Seven, All of Township No. Nine of Range One West of the Basis Meridian and District of Choctaw, Together with all and singular the hereditaments whatsoever to the said lands and Bargained premises belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, Rents issues and profits thereof and of every part and parcel thereof. To HOLD and to HOLD, the said land and bargained premises with their and every of their rights members and appurtenances unto the said party of the second part his heirs and assigns forever, to the only proper use, benefit and behoof of said party of the second part his heirs and assigns forever.

And the Charles L Garner & Benby Garner his wife for themselves and their heirs, all and singular the aforesaid land and bargained premises with their and every of their Rights Members and appurtenances hereby granted and released and every part and parcel thereof unto the said party of the second part his heirs and assigns, and against them the

said Charles C. Garner & Betty Garner his wife their heirs and assigns and against all and every other person or persons whomsoever, shall and will Warrant and forever Defend by these presents. In Witness whereof the said Charles C. Garner & Betty Garner his wife have hereunto set their hands and seals the day & year first above Written.

Interlined on the third line after CC Garner Betty Garner his wife
Interlined in the fourth line above this after CC Garner Betty Garner his wife
Interlined in in the Eighth line above this after CC Garner Betty Garner his wife

Charles C. Garner (Seal)
Beulah Garner (Seal)

Interlined before signed sealed and Delivered

The State of Mississippi }
Madison County } Personally appeared before me the undersigned justice of the peace in and for said County Charles C. Garner and acknowledged that he signed, sealed and delivered the written Deed for the purpose therein specified. And also Came Beulah Garner and being examined separate and apart from his husband acknowledged that she signed and delivered all her right of Dower to said premises without fear threats or Coercion on the part of her husband for the purpose therein specified.

Given under my hand and seal this the 5th day of February A.D. 1835

Edward Smith J. P. (Seal)

Joseph Moore & Wife } Received for Record 22nd February & Recorded 14th March 1838.
Deed
P. H. Petty } This Indenture made this 30th day of May 1836. Between Joseph Moore & Casey Ann Moore his Wife of the County of Madison and State of Mississippi of the one part and P. H. Petty of Claiborne County & State aforesaid of the other part Witnesseth: that the said Joseph Moore & Casey Ann Moore his wife in and for the Consideration of five Hundred Dollars in hand paid the receipt whereof is hereby acknowledged, has granted, bargained, aliened and Conveyed & by these presents do grant, bargain sell, alien & Convey unto the said P. H. Petty his heirs & assigns forever, the following lots or parcels of land to wit, Lots Number Fifty Seven in Square Number two lying & being in the Town of Moores Bluff in the County & State aforesaid which can be more fully seen & known be reference to the plan of said Town And appurtenances and all the Estate, Right, title, interest, property & claim of them the said Joseph Moore & Casey Ann Moore (his Wife) of and to the same, To Have & to Hold the said lots or parcels of land hereby conveyed with all & singular the premises and every part or parcel thereof with the appurtenances unto the said P. H. Petty his heirs & assigns forever.

And the said Joseph Moore & Casey Ann Moore (his Wife) for themselves heirs, Executors, administrators doth Covenant, promise & agree by with the said P. H. Petty, his heirs and assigns - by these presents - that the premises before mentioned now are and shall forever hereafter remain free from all former and other Gifts or grants, Bargains, sales Charges & encumbrances whatsoever, done or suffered to be done by the said Joseph Moore &

Cassy Ann Moore (his wife) and the said Joseph Moore & Cassy Ann Moore their heirs Executors and administrators all & singular the premises hereby Bargained and sold with the appurtenances unto the said P. H. Petty his heirs & assigns against the said Joseph Moore and wife & their heirs & all and every other person or persons whatsoever doth & will warrant and forever defend by these presents.

In Witness Whereof the said Joseph Moore & Cassy Ann Moore (his wife) hath hereunto set their hands & affixed their seals the day and year above Written

Test
David Sutherland

Joseph Moore (Seal)

State of Mississippi }
Madison County } Cassy Ann Moore (Seal)

Personally appeared before the undersigned Justice in and for the County aforesaid Joseph Moore who acknowledged that he signed sealed & delivered the foregoing Deed for the use and purposes therein mentioned. And also at the same time Cassandra Moore wife of the aforesaid Joseph Moore who on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing Instrument as her voluntary act and deed without any fear threat or compulsion of her Husband for the use & purposes therein mentioned

Given under my hand and seal this 30th May 1836

David Sutherland J.P. (Seal)

\/\/\/

John B. Leftwich } Received for Record Febry 22nd & Recorded 15th March 1838
Deed
Madison T. Moore }

This Indenture made and entered into on the first day of October Eighteen hundred and thirty six Between John B Leftwich and his wife Ann Leftwich of the County of Maury and State of Tennessee of the one part, and Madison T. Moore of the County of Madison and State of Mississippi of the other part Witnesseth. That the said John B. Leftwich and his wife Ann for and in Consideration of the sum of Thirty Six Hundred Dollars (to be paid in the following Manner (viz) One Note for fifteen hundred Dollars. payable on the first day of January 1837. One other Note for. One Thousand and fifty Dollars payable on the first day of January 1838, & One other Note for. One Thousand and fifty Dollars payable on the first day of January 1839. All indorsed by Wm G. C. Smith and James C. Napier) the Receipt of which is hereby acknowledged. Hath bargained sold and Conveyed - and by these presents doth bargain: sell and Convey to the said Madison T. Moore. a Certain Tract or parcel of land being and lying in the County of Madison and State of Mississippi on the waters of Pearl River and being the N.W. 1/4 & W 1/2 of the N.E. 1/4 (or the North West quarter and West half of the North East quarter) of Section 18. Township 9 of Range 1 W 5.

East. Containing Two Hundred and forty Acres 47/100. More or less. Together with all the appurtenances thereunto belonging. And we further bind ourselves our heirs. Executors &c to forever defend the right of said land against the Just Claim or Claims of all manner of person or persons whatever.

In testimony whereof we have set our hands and seals the day and date above written.

Jno B Leftwich. (Seal)
Ann Leftwich (Seal)

State of Tennessee }
Maury County } This day personally appeared before me Jno B Bond an acting Justice of the peace in & for said County the above named Jno B Leftwich who acknowledged that he signed sealed & delivered the foregoing Deed of Conveyance on the day & year therein written & for the purposes therein mentioned. And at the same time Came Ann Leftwich the wife of the said Jno B. Leftwich who being examined separately & apart from her said husband acknowledged that she did freely & voluntarily & without any compulsion. threat or fear of her said husband. sign seal & deliver the foregoing deed of conveyance on the day. and year therein written & for the purposes therein mentioned. Given under my hand and seal this 1st day of October 1836

Jno. B. Bond J. P. (Seal)
Justice of the Peace

State of Tennessee }
Maury County } I William E. Erwin Clerk of the County Court of said County do hereby Certify that John B Bond whose name is officially signed to the foregoing Certificate of acknowledgement and relinquishment of dower made by John B Leftwich and Ann Leftwich wife of the said John B. was at the time said acknowledgements were made and said Certificate given & still is an acting Justice of the peace in & for said County of Maury in said State of Tennessee duly Commissioned and qualified according to law. And that all his official acts are entitled to full faith and Credit.

Given under hand and the seal of said Court at office this 4th day of October A.D 1836 and 61st year of American Independence.

(Seal)

Wm E. Erwin Clerk

State of Tennessee }
Maury County } I Joseph Herndon Chairman and presiding magistrate of the County Court of said County do hereby Certify that William E. Erwin whose signature is affixed to the foregoing Certificate as Clerk of said County Court duly and Constitutionally elected and qualified, that his said Certificate is in due form of law & that his official acts as such are entitled to full faith and Credit.

Given under my hand and seal this 4th day of October A.D 1836.

Jo Herndon (Seal)
Chair'n C. C.

✓✓✓

Michael S. McRie } Received for Record 22nd Feby & Recorded 15th March 1838
Deed }
Madison T. Moore } This Indenture; Made and entered into, this 29th Day of December in the year of Our Lord Eighteen hundred and thirty six Between Michael S. McRie and Margaret his wife of the one part, and Madison T. Moore of the other part, all of Madison County, State of Mississippi Witnesseth, That the said Michael S. McRie and Margaret his wife, for and in consideration of the sum of Twelve thousand dollars to them in hand paid by the said Madison T. Moore, the receipt whereof is hereby acknowledged, have this day Bargained, sold, confirmed, aliened, enfeoffed and conveyed, and by these presents, do bargain, sell, confirm, alien enfeoff and convey, unto the said Madison T. Moore, two certain tracts or parcels of land known and designated as the North East quarter of Sectn. thirty four, Township Ten, Range four East; And the South East quarter of Section, Number twenty seven, Township Ten, Range four East, Containing in all three hundred and twenty acres more or less — being and lying in the County & State aforesaid in the district of lands subject to entry at Mount Salus land office, together with all and singular, rights, privileges, improvements and hereditaments thereunto in any wise appertaining, To HAVE and to HOLD all and singular the land and premises aforesaid, unto the said Madison T. Moore, his heirs and assigns forever; And the said Michael S. McRie and Margaret his wife, for themselves their heirs and assigns doth covenant and and agree to and with the said Madison T. Moore to warrant and forever Defend, the aforesaid premises to him his heirs and assigns against all persons lawfully Claiming through them, and against the claims of all persons whatsoever. In testimony whereof the said Michael S. McRie and Margaret his wife have hereunto affixed their hands and seals on the day and year herein written.

Mc. S. McRie (Seal)
Margaret McRie (Seal)

The State of Mississippi }
Madison County } Personally appeared before me Thos Shackelford Probate Judge of said County, Michael S. McRie and Margaret his wife whose names are subscribed to the above and foregoing Deed; and the said Michael S. McRie acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein written as his act and deed. And the said Margaret his wife being examined by me separate and apart from her said husband, acknowledged that she signed sealed and delivered the within and foregoing Deed as her act and deed on the year and day therein written freely, without any fear threat or compulsion from her said husband.

Given under my hand and seal on the 15th day of June A D 1837

Thos Shackelford (Seal)
Probate Judge

vvv

William Joiner & Wife } Received for Record 22nd Feby & Recorded 15th March 1838
Deed
Michael S. McRee } Know all men by these presents that we William Joiner
State of Mississippi } and Elizabeth Joiner his Wife of the County & State aforesaid
Madison County } in consideration of the sum of Two hundred and fifty
to us paid by Michael S McRee of the same County and State, have granted
bargained, sold, released and by these presents do grant, bargain sell &
release unto the said Michael S. McRee all and singular the following parcel
of land, lying and being in the County and State aforesaid and known
in the plat of survey in and for the Choctaw District of lands in said
State & County as being the South half of lot 3, lying in the East half of the
North East quarter of Section 6. Township 7. Range 4 East, being and
lying in the Corporation of Sharon — Containing five acres, together with
all and singular the rights, members, hereditaments & appurtenances to the
said premises belonging or in any wise appertaining. To HAVE and to
HOLD, all and singular the premises before mentioned unto the said Michael
S McRee his heirs and assigns forever, And we do hereby bind ourselves our
heirs, Executors and administrators to warrant and defend forever
all and singular the said premises unto the said Michael S. McRee his
heirs, and against every person whomsoever lawfully claim or to
claim the same or any part thereof.

Witness our hands & seals this 19th day of May anno
Domini 1837

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

State of Mississippi }
Madison County } Personally appeared William Joiner before me an
acting Justice of the peace in and for the County and State aforesaid
and acknowledged that he signed sealed and delivered the foregoing
Indenture to be his act and deed, Also Elizabeth Joiner his wife
appeared before me on the same day and date and she being examined
by me separate and apart from her said husband and acknowledged
that she signed and delivered the same also relinquished all her dower right
title and claim to the within named premises to be her voluntary act and deed
without fear threats or compulsion of her said husband.

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

J. J. Solomon J. P. (Seal)

H. Jordan & Wife } Received for Record 23rd Feby & Recorded 16th Day of March 1838.
Deed
Hector McNeil } This Indenture made and entered into this the 1st day
of October in the year of our Lord One Thousand Eight hundred & thirty six
Between Harrison Jordan and Abi Jordan of the County of Madison and
State of Mississippi of the one part, and Hector McNeil & Ann B. McNeil of the
County and State above mentioned of the other part, (Witnesseth) that the said-

Harrison & Abi Jordan for and in consideration of the sum of Three thousand five hundred dollars to them in hand paid the receipt whereof is hereby acknowledged, hath granted bargained, sold and Conveyed, and by these presents doth grant, bargain, sell and Convey unto the said Hector and Ann C. McNeil their heirs and assigns the following tract or parcel of land situated, lying and being in the County aforesaid and designated & known as follows (viz) the E½ of the North E¼ and North ½ of West ½ of the North E¼ of Section No 15 of T. No 8 of R. No 2 E. Containing one hundred & twenty acres more or less agreeably to the Choctaw survey. To HAVE and to HOLD the above described land with all and singular the rights and privileges and appurtenances belonging thereto, to the said Hector & Ann C McNeil their heirs and assigns forever. And the said Harrison & Abi Jordan for themselves their heirs Assigns Executors and Administrators and of all and every person or persons whatsoever, shall will & doth forever warrant and defend by these presents. In testimony whereof the said Harrison & Abi Jordan have hereunto set their hands & seals

Hardin P. Bostick :
Nathan H. Adams

Harrison Jordan (Seal)
Abi Jordan (Seal)

The State of Mississippi
Madison County } Personally appeared before me Jno Baird Deputy Clerk for William Riley Clerk of the Probate Court of said County Harrison Jordan who acknowledged that he signed, sealed and delivered the within Deed as his act and Deed for the purposes therein mentioned

Given under my hand and seal of said Court Sept 30th 1837

Jno Baird D Clk
for William Riley clk

State of Tennessee
Williamson County } Personally appeared before me Lemuel B McCornico clerk of the County Court of Williamson County Hardin P Bostick and Nathan H. Adams subscribing witnesses to the within named Deed who being first sworn depose and say that they are acquainted with Abi Jordan one of the bargainors and that she acknowledged the same in their presence to be her act and deed upon this day — And the said Abi Jordan the feme Covert having also personally appeared before me privately and apart from her husband the said Harrison Jordan acknowledged the execution of said Deed to have been done by her freely, voluntarily and understandingly without compulsion or restraint from her said husband and for the purposes therein expressed.

In testimony whereof I have hereto subscribed my name and affixed the seal of said Court at office this 20th day of November A.D. 1837

L B McCornico

v v J

John L. McRea } Received for Record 6th Feby & Recorded 16th March 1838
Deed Joint
D. Hardeman } This Indenture made and entered into this sixth day of March in the year of Eighteen hundred and thirty seven between John L. McRea of the County of Franklin and State of Alabama of the one part and D. Hardeman of the County of Washington and State of Mississippi of the other part Witnesseth that the said John L McRea for and in consideration of the sum of five Dollars to him in hand paid the receipt and payment whereof by the said Hardeman is hereby acknowledged, and for the uses and purposes hereinafter mentioned hath bargained and sold and by these presents doth bargain and sell unto the said D Hardeman his heirs and assigns all that tract or parcel of land on which the said D. Hardeman resided and which was conveyed to the said John L. McRea by deed of even date with these presents by the said D. Hardeman and his wife Sarah A. Hardeman, and for a particular description of which reference is hereby made the said tract containing Eleven hundred and Eighty six acres.*

To Have and to Hold the above described land and bargained premises unto the said D Hardeman his heirs and assigns forever, and the said John L. McRea covenants for himself and his heirs that he will warrant and forever defend the right and title of the above described bargained land and premises unto the said D Hardeman his heirs and assigns against the claim or claims of himself and any persons claiming under him and against the claim or claims of all persons setting up or pretending title to the same either in law or Equity;

In trust Never theless, and this conveyance is made for the following uses and purposes, to secure the said Hardeman in the payment of forty one thousand five hundred and ten dollars, which is owing to the said Hardeman for lands purchased of him by the said John L. McRea and for the payment of which the said Hardeman has taken the individual notes of the said McRea due and payable as follows; One note for thirteen thousand Eight hundred and thirty six dollars due and payable 7th March 1837. One other note for Thirteen thousand Eight hundred and thirty six dollars dated 6th March 1837 due 1st March 1838, And one other note for Thirteen thousand Eight hundred & thirty six Dollars dated 6th March 1837 and due 1st March 1839. Now on the payment of the above notes by the said McRea this Indenture to be null and void and of none effect. Otherwise to remain in full force and virtue.

In testimony whereof the said John L. McRea has hereto subscribed his name and affixed his seal the date above written

Witness
William Hardeman
Addison. Foley

John L. McRea (Seal)

The State of Mississippi } Personally appeared before me The
Madison County } Shackelford Probate Judge of said County William Hardeman and Addison Foley Witnesses to the

within and foregoing Deed who being sworn, testified that they saw the said John L. McRae sign seal and deliver the same on the Day and year therein specified as his act and deed for the purposes therein mentioned,

In testimony whereof I have hereunto affixed my hand and seal on this 14th Day of April 1837

Thos Shackelford
Probate Judge

C. B. Howard Deed
Gibeon G. Tidwell

Received for Record 27th May & Recorded 16th March 1838

State of Mississippi
Madison County

Know all men by these presents that we Charles B Howard & Jane E his wife of the County & State aforesaid have this day for and in consideration of the sum of Four Hundred Dollars to us in hand paid the receipt whereof is hereby acknowledged, Bargained, Sold, & delivered, by these presents do bargain sell and deliver unto Gibeon G. Tidwell of the County & State aforesaid the following land namely, S½. NE¼. N½. NW¼. S. 24. T. 5. R. 2 East the title of said lands we bind ourselves our heirs, administrators and assigns to warrant & defend unto Gibeon G. Tidwell his heirs and assigns forever against all Claims Whatever. Witness our hands & seals This 18th Day April Eighteen hundred & thirty six.

C B Howard
Jane E. Howard

The State of Mississippi
Madison County

Personally appeared before me Owen Van Vacter one of the Justices of the Peace in and for said County the within named Charles B. Howard, and Jane E. his wife and acknowledged the within written instrument to be their act and deed, and desired that the same might be recorded, as such according to law.

The said Jane E. being by me examined separate and apart from her said husband and the contents thereof being first made known to her, declared that she did voluntarily, and of her own free will and accord seal and as her act and deed deliver the said instrument in writing without any Coercion or Compulsion of her said husband

Given under my hand and seal this twelfth day of April Anno Domini Eighteen hundred and thirty six

Owen Van Vacter J. P.

Moses S. Goff & Wife } Received for Record 27th Feby & Recorded 16th March 1838
Deed
Heirs John C. Neil } Know all men by these presents that we Moses S. Goff and
State of Mississippi } Mary Goff have this day for and in Consideration of the
Madison County } sum of Five Thousand seven hundred and fifty six dollars to us in hand paid the receipt whereof is hereby acknowledged, bargained and sold and delivered and by these presents do bargain sell and deliver unto the heirs of Jno C Neil deceased of the County and State aforesaid all our right, title claim and interest in and to the following lands together with all the appurtenances, hereditaments and improvements, to wit the E½ of NW¼ & the W½ of SE¼ of Section No 18 of Township No 8 of Range 3 East of Township No 8 Containing 319 80/100 acres more or less, situate in the Choctaw District of land West of Pearl River subject to sale at Mount Salus, the title of said land we bind ourselves, heirs administrators and assigns to warrant and defend against all legal claims unto the said heirs of Jno C. Neil deceased, heirs, administrators and assigns forever

Witness our hands and seals this 16th day of November Eighteen hundred and thirty five

Moses S. Goff (Seal)
Mary J. Goff (Seal)

The State of Mississippi }
Madison County } This day personally appeared before me the undersigned justice of the peace Moses Goff who acknowledged that he signed the within Deed. At the same time I have examined his wife Mary J Goff separately & apart from her husband who acknowledges that she signed the within Deed as her voluntary act & deed without fear threats or compulsion from her husband

Given under my hand & seal this 16th Nov. 1835

Charles Moore J.P.

Henry Phillips } Received for Record Feby 27 & Recorded 16th March 1838
Deed
L. F. Henderson } This Indenture made and entered into between Henry Phillips of the County of Madison and State of Mississippi of the first part and L F Henderson of the same County and State of the other part Witnesseth, that the said party of the first part for and in the consideration of the sum of Seven Thousand dollars to him in hand paid by the party of the second part the receipt whereof is hereby acknowledged hath bargained, sold, aliened, enfeoffed and confirmed and by these presents do bargain, sell, alien, enfeoff and confirm to the said party of the second part all his right, title and claim to a certain tract or parcel of land lying and being in the County and State aforesaid and known as the E½ of NW¼, W½ of SE¼ (E½ of S½ of N.W¼) W½ of W½ of SE¼ And the W½ of NW¼ of Section No 8. Township 8

Range 3 East, and also the E½ N.W¼ & E½ S.W¼, S½ N½ S.W¼ of section No 5. Township 9 Range 3 East Containing about 520 acres being the same more or less, together with all and singular the tenements hereditaments and appurtenances thereunto belonging. To HAVE ~~and to~~ Hold use occupy and possess to the said party of the second part his heirs assigns and administrators forever, And the said party of the first part doth hereby bind himself his heirs and assigns to warrant and defend the said lands tenements and hereditaments to the said party of the second part against all Claims, Charges, Costs, Dowers & fees & payments and from and against any person or persons lawfully claiming the same forever— In testimony whereof we do hereunto set our seals this the 27th day of Feby 1838.

Henry Phillips (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named Henry Phillips who acknowledged that he signed sealed and delivered the within and foregoing Deed as his act and deed on the day and year and for the purposes therein specified.

(Seal) Given under my hand and seal of office at Canton this 27th day of February AD 1838

John T. Cameron Clerk

vvv

C. W. Wilson Et. Al. } Received for Record 28th Feby & Recorded 17th March 1838
Deed
& & A. M. Smith } This Indenture made and entered into the twenty fourth day of January in the year Eighteen Hundred and Thirty seven between Cyrus, W. Wilson, Franklin P. Wilson and Benjamin B. Frizzell of the first part, and John Smith and James M Smith of the other part, Witnesseth: That said persons of the first part for and in consideration of the sum of Four Hundred Dollars to them in hand — received, by the persons of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and by these presents do grant, bargain, sell, alien, convey and confirm unto the said persons of the second part, the following tract or parcel of land, situate, lying and being in the County of Madison in the State of Mississippi designated and known as the South half of the East half of the North-East quarter of section No Nine in Township No Nine of Range No Two East, containing forty acres more or less with the appurtenances To Have and to Hold the above designated tract of land & bargained premises with the appurtenances thereto belonging to the only proper use, benefit and behoof of said persons of the second part their heirs and assigns in fee simple forever. And said persons of the first

part for themselves their heirs. Executors & administrators do hereby covenant to and with the persons of the second part their heirs and assigns to warrant secure and forever defend the title of the above described lands and bargained premises unto said persons of the second part their heirs and assigns forever. against all other claims or demands whatever. N.B. The above parcel of land was intended to have been included in a previous deed between the parties. which defect happened through mistake in the section being improperly there entered

In testimony whereof said persons of the first part have hereunto set their hands & affixed their seals the day and year above written.

Cyprus W. Wilson (Seal)
F. P. Wilson (Seal)
B. B. Frizzell (Seal)

The State of Mississippi
Madison County } Personally appeared before me William Riley Clerk of the Probate Court of said County the within named Benjamin B. Frizzell one of the subscribers to the within deed who acknowledged that he signed sealed and delivered the within & foregoing deed for the purposes therein contained on the day and year therein mentioned.

Given under my hand and seal of office this 3rd day of April Anno Domini 1837

(Seal)

William Riley Clerk

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

Given under my hand and seal of office at Canton the 28th day of April 1837

(Seal)

William Riley Clerk

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Cyprus W. Wilson whose name is subscribed to the above and foregoing deed and acknowledged that he signed sealed and delivered the same as his own act and deed on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 28th Day of February A.D. 1838.

(Seal)

John T. Cameron Clerk

Heard & Dearing } Received for Record 1st & Recorded 20th March 1838.
Deed
Eloi Surcau

The State of Mississippi } Know all men by these presents that we Jesse Heard,
Madison County } J. Dearing of the County and State aforesaid in Consideration of the sum of Eight Hundred Dollars to us in hand paid by Eloi Surcau of the County and State aforesaid the receipt whereof we do hereby acknowledge, do by these presents give, grant, bargain, sell and convey unto the said Eloi Surcau his heirs and assigns a certain tract or lot of land situated and lying in the Town of Canton, County and State aforesaid known and described in the plan of said Town as follows (Viz) being the South part of the South half of Lot No three and square No four fronting twenty feet on the square and running back one hundred feet, together with all the appurtenances and privileges to the said land in any wise appertaining and thereunto belonging. To HAVE and to HOLD the above granted premises to the said Eloi Surcau his heirs and assigns to his and their use and behoof forever. And we the said Heard and Dearing for ourselves and our heirs, executors and administrators do Covenant with the said Surcau his heirs and assigns that we are lawfully seized in fee of the afore granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same to the said Surcau as aforesaid, and that we will and our heirs and executors and administrators shall warrant and defend the same to the said Surcau his heirs and assigns forever against the lawful demands of all persons. In testimony whereof we the said Jesse Heard and John J. Dearing and Emma Frances the wife of said John J. Dearing have hereunto set our hands and seals this the twenty seventh day of February in the year of our Lord Eighteen hundred and thirty eight.

Jesse Heard (Seal)
Jno. J. Dearing (Seal)
Emma F. Dearing (Seal)

The State of Mississippi } Personally appeared before me the undersigned Justice
Madison County } of the peace in and for said County Jesse Heard & John J. Dearing and acknowledged the signing, sealing and delivering of the within deed to be their and each of their own proper act and deed. At the same time Emma Frances the wife of John J. Dearing who being examined separate and apart from the said Dearing acknowledged the signing and sealing of the within as her act and deed and that it was done of her own free will and without compulsion of her said Husband.

Given under my hand and seal February 27th 1838

J. A. Salmon J. P. (Seal)

(v)

Z. W. Barfield } Received for Record 3rd & Recorded 21st March 1838
Deed
Nathan Bryant } This Indenture Made and entered into this fourteenth day of December in the year of Our Lord One Thousand Eight hundred and thirty three between Zaban W Barfield of the One part and Nathan Bryant of the other part both of the County of Madison and State of Mississippi Witnesseth; that the said Barfield hath this day in and for Consideration of the sum of One hundred dollars to him paid the receipt whereof is hereby acknowledged, bargained, sold, and conveyed and by these presents doth bargain, sell and convey unto the said Bryant his heirs and assigns forever, a Certain lot of ground in the Town of Vernon, lying and fronting on the East side of North and South street, One Hundred feet and running back or East two hundred feet and lying immediately opposite the South, South half of two Lots which Hall (of Baltimore bought of said Barfield) with all the appurtenances thereunto belonging. To Have and to Hold to the only proper use and behoof of him and his heirs forever, And the said Barfield for himself his heirs and assigns doth Covenant to Warrant and defend the title to the aforesaid premises free from the Claim or Claims of all persons whatsoever. In testimony whereof I hereunto set my hand and seal

Witness
Ansley McCarroll
Louis Campbell

Z W Barfield (Seal)

State of Mississippi } Personally appeared before me I Roach
Madison County } Esquire a Justice of the Peace of said County the within named Dr Lewis Campbell one of the subscribing witnesses to the deed annexed who being first duly sworn deposeth & saith that he saw the within named Zaban W. Barfield whose name is subscribed thereto, sign seal and deliver the same to the within named Nathan Bryant, that he this deponent subscribed his name as a Witness thereto in the presence of the said Zaban W Barfield, & that he saw the other subscribing Ansley McCarroll sign the same in the presence of the said Zaban W Barfield and in the presence of each other on the day and year therein named.

Given under my hand and seal this twenty second Day of February A.D. One thousand Eight hundred & thirty Eight

J. Roach J.P. (Seal)

Cyprus W. Wilson } Received for Record 1st March 1838 } Recorded 21st March 1838
Title Bond }
Charles Hickerson } Know all men by these presents that I Cyprus W. Wilson
State of Mississippi } of the State and County aforesaid am held and firmly
Madison County } bound unto Charles Hickerson of the State and County aforesaid in the penal sum of Sixteen thousand two hundred dollars Current Money of the state of Mississippi, for the payment of which well and truly to be made I bind myself, my heirs Executors and administrators, firmly by these presents. Sealed with my seal and dated this the first day of March 1837.

The Condition of the above obligation, is such that whereas the above bound Cyprus W. Wilson has this day of the date hereof for and in Consideration of the sum of Eight thousand One hundred dollars payable as follows, $2.273. Two thousand two hundred and seventy three Dollars, payable the first day of March 1839. $2.273. Two thousand two hundred and seventy Three Dollars payable the first day of March 1840. $2.273. Two thousand two hundred and seventy three dollars, payable the first day of March 1841. $2.273. Two thousand two hundred and seventy three Dollars payable the first day of March 1842, and $2.273. Two thousand two hundred and seventy three dollars, payable the first day of March 1843 sold unto the said Charles Hickerson the following described tract of land (Viz). N½ of E½ of the S E quarter of section 13. T. 10. Range 3 East, and the W½ of the S E Quarter of section 13. T. 10. Range 3 East, and the N½ of the W½ of the N W quarter of sec 18, T. 10 Range 4 East and the S½ of the W½ of the N. E quarter of sec 13. T. 10. Range 3 East, and the E½ of the N E quarter of sec 13. T. 10. Range 3 East, excepting Ten Acres of the last mentioned Eighth sold by Samuel McCauley to R. A. Baine all the above mentioned land is lying on the waters of Doakes Creek and in the County and State aforesaid. — Now if the above bound Cyprus W Wilson shall on the Receipt of the last mentioned sum of Money make or Cause to be made unto the said Charles Hickerson or his assigns a good and general warranty Deed to the said tract of land, then this obligation to be void and void. Otherwise to remain in full force and virtue. The Day and year above written,

Witness
Cyprus W. Wilson

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Cyprus W. Wilson who acknowledged that he signed sealed and delivered the above and foregoing title Bond as his act and deed on the day and year and for the purposes therein specified

Given under my hand and seal of Office at Canton this 1st Day of March AD 1838

John T. Cameron Clerk

(Seal)

Charles Moore Trustee } Received for Record 2nd & Recorded 22nd March 1838
Deed
William H Blaylock } This Indenture made and entered into this fifth day of February Anno Domini Eighteen hundred and thirty eight Between Charles Moore as Trustee, of the one part and William H. Blaylock of the other part, all of the County of Madison, and State of Mississippi: Whereas the said Charles Moore in and by a certain Deed of Trust bearing date the first day of August 1836 between William A Robinson and John M. Yates of the one part, and said Charles Moore of the other part, given for the purpose of better securing the payment of certain promissory note for the sum of Nine hundred and fifty one dollars and eighty five cents drawn August 8th 1836 payable January 1st 1838, as well as for other purposes, was authorized to sell a certain lot known as the Madisonville Coffee House (more particularly hereinafter described) in case the said note should not be paid at maturity, And Whereas pursuant to the said deed of Trust the premises were exposed at Public sale to the highest bidder, after due notice and advertisement, on the third day of February now being to wit, at Madisonville, and Whereas the said William H. Blaylock did offer the highest price or bid at said public sale. Now this Indenture Witnesseth that for and in consideration of the sum of Nine hundred and fifty six Dollars to him in hand paid, at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, the said party of the first part, hath granted, bargained, sold and conveyed, and by these presents doth grant bargain, sell and convey, according to the powers and authority in him vested by said Deed of Trust, unto the said William H. Blaylock his heirs and assigns all that certain lot or piece of ground situate in the Town of Madisonville, marked and numbered in the plan of said Town as Lot Number 69, in square No 8 containing in front on Main Street thirty feet and extending backwards from said Street fifty feet known as the Madisonville Coffee House, together with all the premises and appurtenances thereunto belonging or in anywise appertaining. To Have and to Hold the said lot or piece of ground to the said William H Blaylock his heirs and assigns forever: And the said Charles Moore doth hereby covenant to and with the said Blaylock that he believes the title hereby granted and conveyed to be good, and in case it be here after disputed, or any attempt made to set it aside the sale, that he the said Moore when called upon will use all due and lawful exertions to make the title good, the sale binding, and continue the possession in the said Blaylock his heirs and assigns. In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above Written.

Test G. W Irvin
J. A Wynn

Charles Moore Trustee (Seal)

State of Mississippi } Personally appeared before the subscriber a Justice of the
Madison County } Peace in and for the County and State aforesaid the above named Charles Moore who acknowledged the above instrument in writing to be his act and Deed for the purposes therein specified, and desired the same might be recorded as such. Witness my hand and seal this 1st February 1838

Owen Van Vacter J. P. (Seal)

Wm D. Henry & Wife } Rec'd for Record 3rd & Recorded 22nd March 1838
Deed
Citizens Bank } This Indenture, made and entered into the twenty third day of February in the year of our Lord one thousand eight hundred and thirty eight Between William D Henry and Margaret Henry his wife of the County of Madison State of Mississippi of the one part: and the Citizens Bank of Madison County and State aforesaid Witnesseth: That the said William D. Henry and Margaret Henry his wife, have for and in Consideration of the sum of Twenty two hundred Dollars to them in hand paid by the said Citizens Bank of Madison County, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and Conveyed, and by these presents do give, grant, bargain, sell and Convey unto the said Citizens Bank of Madison County, their Successors and assigns forever, a Certain lot or parcel of land in the Town of Canton, County and State aforesaid. Known and designated as a part of lot No 3 in Square No 6 in said Town, beginning at the Corner on the East side of said lot and running fifty five feet West, and running back (South) 200 feet from the East and West lines. To HAVE and to HOLD said Lot or parcel of land, together with all the privileges, and appurtenances to the said land in any wise appertaining and belonging, unto the Citizens Bank of Madison County their successors and assigns forever; And the said William D. Henry and Margaret Henry his wife, for themselves, their heirs executors and administrators, do Covenant with the said Citizens Bank of Madison County their successors and assigns that they are lawfully seized in fee of the aforegranted premises — That they are free from all incumbrances, that they have a good right to sell the same and Convey the same to the said Citizens Bank of Madison County as aforesaid, and that they, their heirs, executors, and administrators will warrant and defend the same to the Citizens Bank of Madison County their Successors & assigns forever, against the lawful demands of all persons —

In testimony whereof we, the said William D. Henry and Margaret Henry my wife have hereunto set our hands and seals this 23rd day of February Anno Domini 1838

W. D. Henry (Seal)
Margaret Henry (Seal)

State of Mississippi }
Madison County } I John T. Cameron Clerk of the Probate Court in and for the said County hereby Certify that William D. Henry and Margaret his wife personally appeared before me and acknowledged the signing, sealing and delivering of the foregoing Deed — The said Margaret Henry being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same, without the fear threats or Coercion of her said husband.

Given under my hand and seal of Office this twenty third day of February 1838

(Seal)

John T. Cameron Clerk

Stacy & Murrain } Received for Record 6th & Recorded 23rd March 1838.
Deed Trust }
Wesley Drane }

This Indenture made this the 18th day of August 1836, Between George M. Stacy and Joseph Murrow of the County of Madison & state of Mississippi of the first part; And Wesley Drane of the County & State aforesaid of the other part; Whereas the said George M. Stacy and Joseph Murrow, being justly indebted to one Isaiah B. Groves in the sum of Twelve thousand and five hundred dollars to be paid as follows, (to Wit) Twenty five hundred Dollars, on the first day of January eighteen hundred & thirty seven, Thirty three hundred & thirty three dollars and thirty three Cents on the the first day of January Eighteen hundred and thirty eight, And Thirty three hundred & thirty three dollars & thirty three Cents on the first day of January eighteen hundred & thirty nine, and Thirty three hundred & thirty three dollars & thirty three Cents on the first day of January Eighteen hundred & forty. as by notes dated the Twenty eighth day of July Eighteen hundred & thirty six more fully appears, And Whereas the said George M. Stacy & Joseph Murrow having requested & procured John Duke and John Reed to be their Securities for the true & well payment of the aforesaid sums of Money described in the aforesaid Notes. And the said John Duke and John Reed having become & being liable for the for the payment of the aforesaid notes as securities for the said George M. Stacy and Joseph Murrow, And they the said George M Stacy & Joseph Murrow are desirous to secure and make safe the said John Duke and John Reed, against all liability whatever:

Now This Indenture Witnesseth: That for and in Consideration of the premises and also for the further Consideration of one Dollar to the said George M. Stacy & Joseph Murrow in hand paid by the said Wesley Drane the receipt whereof is hereby acknowledged, they the said George M Stacy & Joseph Murrow have, given, granted, bargained, sold & Conveyed And by these presents do give, grant, bargain, sell and Convey unto the said Wesley Drane his heirs & assigns forever. all that tract or parcel of land lying & being in the County of Madison & State of Mississippi aforesaid, Containing Eighty & 45/100 acres, be the same more or less & bounded as follows, Beginning at the West half of the North West quarter of Section Number twenty seven in Township Number Eleven N. of Range Number five, Also that tract or parcel of land lying & being in the County & State aforesaid and bounded as follows, beginning at the West half of the North West quarter of Section Number Thirty three in Township Number eleven N. of Range East, Containing Eighty 45/100 acres, be the same more or less. Together with all & singular the previliges and appurtenances to the same belonging. To HAVE and to HOLD the said tracts of land with the appurtenances unto the said Wesley Drane his heirs and assigns forever; And the said George M. Stacy and Joseph Murrow for themselves their heirs, executors and administrators, do hereby Covenant and agree with the said Wesley Drane his heirs and assigns forever, that the aforesaid tracts of land with all and singular the appurtenances unto the said Wesley Drane heirs and assigns forever; they the said George M. Stacy & Joseph Murrow well and their

Heirs, executors, and administrators shall forever warrant and defend against the lawful claims of all persons. And the said George M Stacy & Joseph Murren for & in Consideration of the premises, and also for the further consideration of one Dollar in hand paid to the said George M Stacy & Joseph Murren by the said Wesley Drane, the receipt whereof is hereby acknowledged, they the said George M. Stacy & Joseph Murren have bargain & sold, and by these presents do bargain & sell unto the said Wesley Drane his heirs & assigns forever, the following described Negroes, to wit, Negro Man Henry of black complexion aged thirty years, Negro Woman Kitty of black complexion about thirty years old & Negro Child Jane of black complexion and of three years old, And all of said Negroes are slaves for life and warranted to be of sound body & Memory, And the said George M. Stacy & Joseph Murren agree & bind themselves their heirs executors & administrators to warrant & defend the said negroes against the claims of all persons whatsoever. Upon Trust nevertheless that the said Wesley Drane his heirs & assigns shall permit the said George M Stacy & Joseph Murren their heirs & assigns to remain in quiet & peaceable possession of the said Tracts of land with the appurtenances and to take the rents & profits thereof to their own use. And also to have & keep possession & the use & labor of said Negroes until default be made in the payment of said sum of Twelve thousand five hundred dollars, or any part thereof, for which the said John Duke & John Reed are bound as securities, And then upon this further Trust that the said Wesley Drane his heirs or assigns upon default of payment of the sum aforesaid, and upon request of the said John Duke & John Reed their heirs executors or administrators, or if the said Wesley Drane shall think proper without such request to sell the said tracts of land, and the said negroes at public sale or auction for ready money to the highest bidder having first gave notice in some News paper of general Circulation for if no News paper in the County then by written advertisement, in the County where said land lie and negroes may be for thirty days of the time & place of sale and out of the money arising from said sale, shall after satisfying the charges thereof and all other expenses, attending the premises, pay to the said John Duke and John Reed their executors, administrators or assigns the sum of Twelve thousand five hundred dollars or so much as they may have paid or liable to pay as securities, with all interest due thereon and the balance if any shall be paid to the said George M Stacy & Joseph Murren their executors, administrators or assigns. But if the whole debt shall be paid by the said George M. Stacy & Joseph Murren their executors or administrators (with interest thereon if any shall be due) on or before the first day of January Eighteen hundred & forty or at any time before the said John Duke & John Reed have it to pay, then this indenture is to be void & of no effect. else to remain in full force & virtue. In testimony whereof the parties of the first part have the day and year above written set their hands & affixed their seals

Test Saml Hamblin

George M Stacy (Seal)
Joseph Murren (Seal)

State of Mississippi } Personally appeared before me Saml H. Mandlin an acting
Madison County } Justice of the . . . . in and for said County Sizeple
Murren whose name appears to the above instrument of writing (to wit;
a deed of trust, Who acknowledged that he signed, sealed and delivered
the same on the day and year therein mentioned as his own act and for
the uses & purposes therein mentioned

Given under my hand and seal this 5th day of
March AD 1838

Saml H. Mandlin J.P.

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron
Clerk of the Probate Court of said County the above named George W.
Stacy Who acknowledged that he signed sealed and delivered the
foregoing written instrument as his act and deed on the day and
year and for the purposes therein specified

Given under my hand and seal of office at
(Seal) Canton this 6th day of March AD 1838.

John T. Cameron Clerk

Nicholas Gray } Recorded and Recorded March 24th 1838
Deed of Trust }
Glendy Burke } Whereas Nicholas Gray of Vicksburg Mississippi is indebted
to Glendy Burke of New Orleans, Louisiana in the sum of Eighteen Thousand Three
Hundred & fifty six Dollars & Ninety five Cents, And for the payment of said sum of
Money hath executed and delivered to said Glendy Burke his three several promissory
notes - all bearing date February 26th 1838. And payable & negotiable at the Union Bank
of Louisiana - the one for Six thousand two hundred & fifteen dollars & Ninety
five Cents - due the first day of January (1839) The second for Six Thousand one
hundred Dollars due the first day of February (1839) The third for Fifty hundred &
fifty dollars - due the 1st day of March (1839) And Whereas it is the wish of said
Nicholas Gray to secure the punctual payment of said promissory Notes as they
shall severally mature - Now This Indenture made and entered into this
20th day of March in the year of our Lord 1838 between the said Nicholas Gray
and Ellen N. his wife of the first part, William Laughlin of Vicksburg of the
second part, and said Glendy Burke of the third and last part Witnesseth: that
the said Nicholas Gray & Ellen N. his wife for and in Consideration of the
premises & of the further sum of Fifty Dollars to them in hand paid by the said
William Laughlin, the receipt whereof is hereby acknowledged, hath granted
bargained & sold, and by these presents doth grant, bargain, sell & convey to the said
William Laughlin his heirs & assigns forever the following described tract or
parcel of land - so much of lot No Thirty two in square No eight as fronts
on Washington street twenty four feet and upon Second East street, twenty
three feet nine inches. according to the original plat of Vicksburg, being the
same parcel of ground heretofore sold & conveyed to said Nicholas Gray by
William H. Sims & Sarah his wife by deed bearing date September 27th 1836 -
Also that parcel of ground fronting twenty feet upon Cherry street and

running back at right angles seventy three feet, nine inches — being part of Lot No in Square No. of the original platt of Vicksburg, being the same parcel of ground upon which the Botanic Drug store is now situated adjoining the building in which the Vicksburg Register is published = Also the S.W. 1/4 & N. 1/2 of N.W. 1/4 of Sec. No 34 in Township No 12 of Range No 4. East, Containing 240 acres situate in the County of Madison — being the same for which a Certificate of entry issued to one Samd E. Moore, numbered 19552 — and by said Moore assigned to said Gray, To Have and to Hold the said lots and tracts of land aforesaid to him the said William Laughlin his heirs & assigns forever — On Trust Nevertheless that the said William Laughlin will permit the said Nicholas Gray his heirs & to retain possession of said several tracts & parcels of land aforesaid until the maturity of the third Note herein before described — maturing as aforesaid on the first & third of March next & then in case the said three promissory notes aforesaid or either of them or any part thereof should remain due & unpaid, that the said William Laughlin shall by himself or his agent, thereunto by him appointed, take Charge of the said several tracts or parcels of land aforesaid or so much thereof as he may deem sufficient, to pay off and satisfy the amount then due upon said Notes, and shall, after giving public notice of the time & place of the sale for at least Ninety days prior thereto in some Newspaper published in Vicksburg, proceed to sell at some public place in the City of Vicksburg to the highest bidder for ready Money the tracts of land & lots aforesaid or so much thereof as may be sufficient for the purpose of paying the Amount then due upon said Notes, or either of them & the Expenses incident to this Trust.

The said William Laughlin shall not proceed to advertise or sell as aforesaid unless on the said third day of March next the notes aforesaid or some one or more of them, or some part thereof shall be then due & unpaid — And unless furthermore, the said Glendy Burke his assignee agent or representative shall desire such advertisement & sale.

The said William Laughlin shall from the proceeds of any such sale pay first the expenses incident to this trust, and then shall appropriate the remainder to the payment of the amount then due upon the notes aforesaid or either of them & shall deliver the remainder if any to the said Nicholas Gray his assignee or representatives — The said William Laughlin is furthermore hereby fully authorized and empowered to make to the purchaser or purchasers at any such sale all any proper Conveyance or transfer evidencing such sale & purchase — Which shall be forever valid against the said Nicholas Gray his heirs or assigns. But should the said Nicholas Gray well & truly pay the said several Notes & each of them on or before the said third day of March next then in that Case the above Conveyance & powers to be wholly void. Otherwise to be & remain in full force & virtue;

In testimony of all which the said Nicholas Gray and Ellen N his wife and William Laughlin have hereunto set their hands & seals this 20th day of March 1838

N. Gray (Seal)
Ellen N. Gray (Seal)
William Laughlin (Seal)

The State of Mississippi } Personally appeared before me Edward B. Scarborough
Warren County } Clerk of the Probate Court in and for said County, Nicholas Gray and Ellen N. Gray his wife and William Langstin who acknowledged that they signed sealed and delivered the foregoing deed on the day and year and for the purposes therein expressed as their act and deed — And the said Ellen N. Wife as aforesaid being by me examined privately, separate and apart from her husband acknowledged that she signed sealed & delivered said deed as her voluntary act and deed freely; without fear threats or compulsion of her said husband.

Given under my hand and seal of Office this 20th day of March 1838

(Seal) Ed B. Scarborough Clk

William H. Smith } Recorded for Record & Recorded 24th March 1838
And Trust }
N & S. Dick & Co } Whereas William H. Smith is largely indebted to Nathaniel Dick, James Dick, Richard L. Booker, William S. M'Clain and Henry R. W. Hill, commission Merchants of New Orleans, and partners trading in the name of N & S. Dick & Co. and in consideration that the said N & S Dick & Co have agreed to extend the time for the payment of the said debt, and to accept the joint bills of exchange drawn by said William H. Smith jointly with Peter Gooey, Nathan Bryant, and Hugh Campbell for the amount of the said debt, of said Smith to said N & S. Dick & Co. one of said bills to be payable on the 15th day of February next, for Eight thousand seven hundred and fifty four dollars and nineteen Cents, and the other to be payable the 15th day of February 1839 for Nine thousand eight hundred and twenty dollars and sixty eight Cents. The said Smith has agreed to ship Cotton to said N & S. Dick & Co to meet said Bills at maturity, and in addition to the security afforded the said N & S. Dick & Co by the said Gooey, Bryant and Campbell becoming the joint drawers of the said bills, the said Smith has also agreed to execute a Mortgage on the real and personal estate hereinafter described —

Now, this Indenture made and executed this Fourteenth day of September 1837 Between the said William H. Smith of the County of Hinds of the one part, and the said Nathaniel Dick, James Dick, Richard L. Booker William S. M'Clain and Henry R. W. Hill, Merchants as aforesaid of the other part, Witnesseth; that the said William H. Smith in consideration of the sum of Ten dollars to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, and for the further consideration of effecting the security of said debt as aforesaid has this day granted, bargained and sold and does hereby grant bargain and sell unto the said parties of the second part their heirs and assigns forever, the tract or parcel of land hereinafter described lying in the County of Madison to wit: the North half of section 7, N E 1/4 of section 18, S E 1/4 of section 17, E 1/2 S E 1/4 section 17, S W 1/4 section and the E 1/2 S E 1/4 section 8 in Township 11 Range 4 East containing in the whole

about 960 acres, together with the buildings and appurtenances thereunto belonging or in any way appertaining. Also the following negro Slaves now residing on the plantation of said Smith, to wit Two Negro Slaves Named Frederick, 3 Named Oliver, 2 Named Mack, 1 Named Pallace, 2 Named Liddy, 1 Named Gabriel, 2 Named Martha 1 Named Amy, 2 Named Harry, 1 Named Henry, 1 Named Lisbia, 1 Named Lina 1 Named Guy, 2 Named David, 1 Named Jimmy, 2 Named Gordon, 2 Named Stephen, 2 Named Nancy, 2 Named William, 1 Named Nelly 1 Named Hester 2 Named Polly, 1 Named Lindy, 2 Named Patsey, 2 Named Phil, 1 Named Ned, 1 Named Matilda, 1 Named Molly, 1 Named Aaron, 1 Named Cinthia 1 Named Caty and her infant Child, 2 Named Mary, 1 Named Kitty, 1 Named James 1 Named Patience, 1 Named Dick, 1 Named Maryland, 1 Named Lizinah 1 Named Anthony, 2 Named George, 1 Named Cyrus, 1 Named Lucinda — 1 Named Christiana, and 1 Named, Virginia. To Have and to Hold the said tracts or parcels of land with the appurtenances and the said Negro Slaves unto them the said parties of the second part, their heirs and assigns forever, And the said William F. Smith for himself, his heirs, executors, and administrators Covenants that he will warrant and forever defend the title to the said lands and slaves against the claim or claims of all and every person or persons whatever, unto the said parties of the second part, their heirs and assigns— But this Indenture is made upon the following Conditions (to wit) That Should the said William F. Smith on or before the 15th day of February next well and truly place the said parties of the second part in funds to the a— —mount being the sum of money specified in said joint bill of exchange of said Smith Gooey Bryant & Campbell due on that day, and Should he place them in funds on or before the 15th day of February 1839 to the amount of being the sum of money specified in said second draft or bill of exchange of said Smith, Gooey, Bryant and Campbell which will be due on the last mentioned day, then this Indenture to be Null and Void but should he fail to place funds in the hands of said parties of the second part, to the amounts and at the times specified, or should he only place funds in the hands of said parties of the second part, sufficient to meet one of said Drafts or a part of one or the whole of one and a part of the other, and not enough to pay the whole amount specified in each bill of exchange at the time of its maturity, then this Indenture to remain in full force and virtue,

It is understood and agreed that said Smith is to remain in possession and have the use of the lands and Slaves hereby conveyed until he makes default as to the payment of one of said Drafts

In testimony whereof the said William F. Smith has hereunto subscribed his name and affixed his seal this said 30th day of September 1838

The within named Slaves have been previously mortgaged to David Barrow—

William F. Smith (Seal)

Witnesses,

A.M. Taylor
Aaron Lindsay
Wm Anderson

The State of Mississippi } Personally appeared before the undersigned one of the
Hinds County } Justices of the Peace in and for said County Aaron Lindsay and William Anderson two of the subscribing witnesses to the fore-going Deed of Trust and made oath that they saw the said William H. Smith sign, seal & deliver the same as his act and deed.

Sworn to and subscribed before me this } Aaron Lindsay
11th day of December AD 1837 } Wm Anderson
Seneca Pratt J.P. (Seal)

State of Mississippi }
Hinds County } I. A. Scott Clerk of the Probate Court of said County hereby certify that Seneca Pratt was an acting Justice of the Peace for said County at the time of making the above Certificate and that all his acts as such are entitled to full faith & credit,

Witness my hand & seal of office this 12th day of March 1838
A. A. Scott Clk

(Seal)

William H. Smith } Received for Record 9th & Recorded 28th day of
Deed } March 1838.
Bede Johnson }

This Indenture made this Eighth day of March in the year of our Lord One thousand Eight hundred thirty eight Between William H. Smith of — County of Madison and State — Mississippi of the first part and Bede Johnson of the County and State aforesaid of the second part Witnesseth: That the said William H. Smith for and in Consideration of four Hundred dollars to him in hand paid the receipt whereof is hereby acknowledged, hath granted, bargained and sold and conveyed and by these presents do bargain and Convey to him the said Bede Johnson his heirs and assigns forever all my right, title and interest in and to the following described tract or Parcel of Land (Viz) The West half of the South West quarter of Section Thirty six Township Twelve Range three East, Containing One hundred and fifty acres more or less — The East half of the South East quarter of Section thirty five Township twelve Range three East. Containing One hundred and fifty acres more or less. To Have and to Hold the above described land together with all the privileges and appurtenances thereunto belonging to him the said Bede Johnson his heirs and assigns forever. And furthermore I the said William H. Smith Covenant to and with said Bede Johnson that until the ensealing hereof — were well seized in fee simple of said premises and have a lawful right to Convey the same in manner and form as herein expressed and hereby bind myself my heirs and assigns to him the said Bede Johnson his heirs and assigns that the above tract or Parcel of

land with all the privileges thereunto belonging I will forever warrant and defend against the lawful claims of all person whatsoever. In Witness whereof I the said William F. Smith have hereunto set my hand and seal the day and year first above written

William F. Smith (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County William F. Smith and acknowledged that he sealed, signed and delivered the foregoing Deed as his act and deed and for the purposes therein contained this 9th day of March 1838

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

Gideon Bass & Wife } Received for Record 9th & Recorded 28th March 1838
Deed }
Callum Barnes }

This Indenture made and entered into this day of January A.D. Eighteen hundred and thirty eight by and between Gideon Bass and Lucy Bass his wife of the County of Madison and State of Mississippi of the one part and Callum Barnes of the County and State aforesaid of the other part Witnesseth that the said Gideon Bass and Lucy Bass his wife hath pursuant to a decree of the Superior Court of Chancery of the State of Mississippi aforesaid made at the January Term thereof A.D. Eighteen hundred and thirty eight decreeing and ordering the Conveyance of Certain lands therein mentioned from the said Gideon Bass and Lucy Bass his wife to the said Callum Barnes for and in Consideration of the premises have given, granted, bargained, sold, released, relinquished and quit Claimed and by these presents do give, grant, bargain, sell release, relinquish and quit Claim unto the said Callum Barnes his heirs and assigns all and singular the following lands known and designated as being the North half of the West half of the South East quarter of Section fifteen Township Seven of Range two East, Containing thirty Nine acres 92/100; The North half of the West half of the North East quarter of Section fourteen, Township Seven of Range two East, Containing forty acres; The South half of the West half of the North East quarter of Section Ten Township Seven of Range two East, Containing thirty Nine 96/100 acres; The East half of the North West quarter of Section Twenty one, Township Seven of Range two East, Containing Eighty acres The West half of the South West quarter of Section twenty two Township Seven of Range two East Containing Eighty acres, The West half of the North West quarter of Section twenty two Township Seven of Range two East Containing Eighty acres, The North half of the East half of the North West quarter of Section twenty two Township Seven of Range two East Containing forty acres, It being the same lands Conveyed by deed of bargain and sale by the said Callum Barnes and Dashea Barnes

his wife to the said Gideon Bass on the tenth day of August AD Eighteen hundred and thirty six except two acres more or less described by meets and bounds in said deed of Conveyance out of the South half of the East half of the North west quarter of section twenty two Township seven of Range two East, and ___ acre since conveyed by the said Gideon Bass out of the other lands for the use of a Meeting house together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all the estate right title, interest, claim and demand of the said Gideon Bass and Lucy Bass his wife therein of, in and to said lands and premises and every part and parcel thereof, To Have and to Hold the said lands and premises above mentioned and described and every part and parcel thereof with the appurtenances unto the said Callum Barnes his heirs and assigns to the only proper use and behoof of the said Callum Barnes his heirs and assigns forever; And the said Gideon Bass and Lucy Bass his wife for themselves, their heirs, Executors and administrators the said lands and premises and every part and parcel thereof against themselves, their heirs, Executors and administrators and all and every other person claiming or to claim titles to the above conveyed & described lands by or through them or either of them will warrant and defend to the said Callum Barnes his heirs and assigns forever; and the said Gideon Bass and Lucy Bass his wife doth for themselves, their heirs Executors and administrators hereby release, relinquish and forever quit claim demand & title to the above described lands unto the said Callum Barnes his heirs and assigns forever. In testimony whereof we the said Gideon Bass — Lucy Bass his wife have hereunto put their hands and seals on the day and year first above written.

Gideon Bass (Seal)
Lucy her ✗ mark Bass (Seal)

State of Mississippi
Madison County } Personally appeared before me Charles Moore an acting justice of the peace in and for said State and County the within named Gideon Bass whose name is subscribed to the above and foregoing deed who acknowledged that he signed, sealed and delivered the same on the day and year therein written as his voluntary act and deed.

And also at the same time Lucy Bass whose name is subscribed to the foregoing deed the wife of the said Gideon Bass, who upon a private examination by me separate and apart from her said husband acknowledged that she signed, sealed and delivered the foregoing deed on the day and year therein written as her voluntary act and deed freely without any fear threats or compulsion of her said husband.

In testimony whereof I hereunto put my hand and seal. Given under my hand & seal this 24th of Aug 1835

Charles Moore J. P. (Seal)

Thomas Hindmall & wife
Mortgage
N. J. Dick & Co

Recorded and Recorded 28th Day of March 1838

This Indenture made and entered into this sixth day of March in the year of our Lord One thousand Eight hundred and thirty eight, between Thomas Hindmall and Rachel Hindmall his wife of the County of Madison and State of Mississippi of the one part, and Nathaniel Dick, James Dick, William & M. Sean Richard L. Becker and H. R. N. Hill Merchants and Factors trading in Copartnership under the firm and style of N. J. Dick & Co of New-Orleans and State of Louisiana of the second part Witnesseth: That Whereas the said Hindmall is justly indebted to the said N. J. Dick & Co in the just and full sum of One hundred and Twenty five thousand and Eighty one 72/100 Dollars lawful money of the United States and for the payment thereof hath executed to them his several promissory notes; That is to say Two Notes dated Fifteenth day of November 1837 and payable at the Commercial Bank of Natchez at Canton. The one for Eleven thousand Five hundred and Ten 41/100 Dollars due first day of November 1838, The other for Eleven thousand Five Hundred and Ten 42/100 Dollars due first day of December 1838. And five Notes dated First day of February 1838 and payable at the Bank of Louisiana New Orleans. The first for Twenty Six thousand Seven hundred and Twenty five 85/100 dollars, with Nelson L. Taylor and Charles W. Allen joint Drawers and due First day of February 1840. The second for Twenty Eight thousand five hundred and Sixty nine 0/100 Dollars, due first day of February 1841. The third for Thirty thousand four hundred and Twelve 17/100 Dollars due First day of February 1842. The fourth for Thirty Two thousand two hundred and fifty five 33/100 Dollars due first day of February 1843. The Fifth for Thirty four thousand Ninety eight 53/100 Dollars due first day of February 1844. And Whereas the said Hindmall is anxious to secure the faithful and punctual payment of the said several sums of money in the said several promissory notes specified, as they respectively become due —

Now therefore this Indenture Witnesseth. That the said Thomas Hindmall and Rachel Hindmall for and in Consideration of the premises, and for the further sum of One Dollar to them in hand paid by the said parties of the second part, at and immediately before the sealing and delivery of these presents, the receipt whereof the said Thomas Hindmall and Rachel his wife do hereby acknowledge and of and from the same do hereby acquit and forever release, and discharge the said parties of the second part, their heirs Executors, Administrators and assigns, and every of them forever by these presents, Have this day granted, bargained, sold, aliened released and Confirmed and Do hereby grant, bargain, sell, alien release and Confirm unto the said parties of the second part, and to their heirs all that Certain tract or parcel of land lying and being in the County of Madison and State of Mississippi it being the same tract of land near the Town of Livingston including the residence and plantation of the said Hindmall usually distinguished as the "Neas

Plantation" nearly all of which is under fence and in cultivation with good dwelling house, gin, Mill, press and quarter, with all other convenient out houses, and known and designated on the plat of General Survey of Choctaw District as the West half of Section Five, and East half and East half of South West fourth of Section Six of Township Eight of Range One East, containing seven hundred and Twenty two 50/100 acres; and conveyed to the said Hendrall by Thomas Hewet, by deed 19th September 1829, and Recorded in the office of the Clerk of Probates of Madison County on the 3d day November 1829 in Book A pp 72-3. The West half of South West fourth of Section Six of same Township and Range, and entered by said Thomas Hendrall at Mount Salus Ms. on the 20th January 1831, and containing per certificate No 5900 Eighty 25/100 Acres; The East half of South West fourth of Section One of Township Eight of Range One West, containing twenty nine 75/100 acres, conveyed to said Thomas Hendrall by Samuel M. Hewitt and wife by deed 29th of May 1833 and recorded in the office of the Clerk of Probates of said County on the 7th June 1833 in Book A. page 784; The North West fourth of Section Six of Township Eight of Range One East containing One hundred and sixty 30/100 acres, and the North East fourth of Section One of Township Eight of Range One West; Containing One hundred and fifty nine 56/100 acres, conveyed to said Hendrall by Allen Jenkins and wife by deed 7th of January 1833 and recorded in the office of the Clerk of Probates of said County 22nd of February 1833 in Book A page 703; One hundred and Ninety four acres bounded as follows Beginning at the North East Corner of Section Seven of Township Eight of Range One East, thence South Ninety seven poles; thence West, to the Western boundary of said Section, thence North to the beginning: conveyed to the said Hendrall by Haiden D. Rimmels and wife by deed 26th November 1830 and recorded in the office of the Clerk of Probates of said County 18th February 1833; Ninty five acres off the East half of South West fourth of Section one Township Eight of Range One West, being so much thereof as lies East of the public high Way from Livingston to Vernon, and conveyed to said Hendrall by D. Hardiman and wife by deed 7th June 1835, and recorded in the office of the Clerk of Probates of said County 22nd June 1835 in Book D. pp. 492-3. Forty nine 75/100 acres off the North end of the West half of the North West fourth of Section eight of Township Eight of Range One East conveyed to said Hendrall by Susan N. Hubert and wife by deed 11th January 1832, and recorded in the office of the Clerk of Probates of said County on the 23rd day of February 1832; Nine acres off the Western part of the East half of the North West fourth of Section Eight of Township Eight of Range one East conveyed to said Hendrall by Baldwin Hendrall and John Simmons by deed the 31st December 1836, and recorded in the office of the Clerk of Probates of the said County 2nd May 1837 in Book D page 495. The aforesaid several described tracts or parcels of land containing in the whole Sixteen hundred and Twenty 15/100 acres more or less. Also the following Slaves for life in number Ninety and now on the aforesaid described plantation, that is to say: Men. Cuffy, Black Tom, Polydore, 25 years Dick Black aged 24 years Isaac R. Meurer aged 24, Black, John Black aged 26 Armistead, Black aged 32, Jacob Black aged 18, Black Peter Black aged 20

George brown aged 22, Harry black aged 26, Joe black aged 23 Black Charles black aged 25, Yellow Charles Yellow aged 18, Bill black aged 26, Lenny black aged 27, Caesar black aged 50, Hanna brown aged 16, Big Sam black aged 20, Yellow Henry aged 19, L. Henry brown aged 18, Yellow John aged 26, Sim Pinch black aged 26, Edmund black aged 22, Washington black aged 27 Boling brown aged 20, Jack black aged 21, Fred black aged 27, Richmond Yellow aged 24, Nathan 1st brown aged 23, Nathan 2nd black aged 19, Noah (boy) black aged 10, Big Hamilton black aged 26, Cato black aged 20, Big Sam black aged 27, Stephen black aged 22, Big Henry black aged 24, Dennis Yellow aged 27, Prince black aged 23, Davy Williams black aged 24, Dennis and Children, Jimmy black aged 22, Yellow Jane aged 16, Celia brown aged 19, Big Clarissa brown aged 22, Yellow Clarissa aged 18, Charlotte 1st black aged 24, Charlotte 2nd brown aged 17, Big Jane black aged 20, Old Nancy black 50, Lucy black aged 20, Susan Yellow aged 35, Amy Richmond Yellow 22 and her two Children Lucy ann aged 5 and Rosey aged 1, Little Sally Yellow aged 8 Big Charlotte aged 12, Cordelia black aged 26, and her two Children Harrison aged 8, and Mary Jane aged 10, Fanny Black aged 30, Fanny black aged 22 — Lucy black aged 30, Abby black aged 30 and her two Children Talbot aged 3, and America aged 1, Eliza black aged 20, Eliza black aged 18, Betty black aged 20, and her Child Jerry aged 2, Rachel black aged 17, Amanda black aged 18, and her Child aged 1 year, Nelly black aged 21, Agnes Yellow aged 21 and her Child Emiline aged 1 year, Clara black aged 19 and her Child Jordan aged 1 year, Amy black aged 20, Caroline black aged 21, and her two Children John aged 7 and Hannah aged 5 years, Mariah black aged 30 Phebe black aged 21, Juliana brown aged 20 and her Child, Anacky black aged 17, Stephen Child of Phebe, aged 5 years, Sarah White aged 19, Big Nimmy black aged 23 and her Child Austin aged 8, Minerva Yellow aged — aged 15, Letitia black aged 20 and her Child a Girl.

To Have and to Hold the aforesaid bargained and sold tracts or parcels of land, and all and singular other the premises hereby released or intended so to be, and every part and parcel of the same, with their and every of their rights, members, and appurtenances thereunto belonging or in any wise appertaining unto the said Nathaniel Dick, James Dick William T. McLean, Richard L. Booker and H. R. M. Hill, Copartners, trading as aforesaid under the style of N. & J. Dick & Co parties of the second part, and to their heirs, Administrators, Executors and assigns forever, and to their only proper use benefit and behoof; as also the aforesaid above described Slaves for life with their increase. To Have and to Hold, unto the said parties of the second part, their heirs & forever, and to their only proper use & And the said Hendrall and wife for themselves their heirs Executors administrators and assigns, do hereby covenant to and with the said parties of the second part, their heirs, executors, Administrators & that they and each of them shall and will forever warrant and defend the title to the aforesaid tracts or parcels of land as also the title to the above described Slaves for life against themselves their heirs, and assigns & and against all and every other person or persons, Claim or Claims whatsoever

whatever in law or equity unto the said parties of the second part, their heirs and assigns forever; And the said Hendrall for himself his heirs and assigns doth hereby covenant to and with the said parties of the second part, that he is seized of, and sufficiently entitled to the inheritance in fee simple of, in and to, the aforesaid bargained and sold premises and the same may lawfully convey, And he doth hereby further covenant to and with the said parties of the second part their heirs and assigns that the aforesaid tracts or parcels of land bargained and sold, are free from all liens, charges and incumbrances whatsoever.

Provided always, and it is hereby declared and agreed by and between the said parties hereto, and the true intent and meaning of these and of these presents are, and is, that if the said Hendrall, his heirs, Executors Administrators and assigns, do and shall, well and truly pay or cause to be paid, unto the said parties of the second part, the aforesaid sum of One hundred and seventy five Thousand and Eighty one 72/100 Dollars, in the several sums, and at the several times specified in the aforesaid described promissory Notes as they do each of them fall due, then and in that case these presents, and every article, clause, matter and thing herein contained shall be void to all intents and purposes whatsoever, any thing herein before contained to the contrary thereof notwithstanding, and it is hereby agreed by and between the parties to these presents, that if the said Thomas Hendrall should make default and fail to pay each and every or any one of the said sums of money in the said promissory notes specified, as they respectively fall due, then and in that case so much only of the above described land and negroes may be sold as will be sufficient to discharge and pay off that note or notes and interest as well as all Charges incident to the sale of the said property, in the payment of which default is made Provided lastly, and it is hereby agreed by and between the said parties to these presents and the said parties of the second part, do hereby consent and agree that in the mean time and until default shall happen to be made in the payment of each and every or any one of the sums of Money in the said Notes specified, Contrary to the true intent and meaning of these presents, and of the proviso or agreement for redemption herein before contained, it shall and may be lawful to and for the said Thomas Hendrall his heirs and assigns to hold occupy, and enjoy and receive and take the rents issues and profits of the said bargained and sold lands (as also all profits arising from the labour of the aforesaid slaves for life) which it is hereby agreed shall also remain in the possession of the said Hendrall, without any let or suit, trouble or hindrance, interruption or denial whatsoever of from or by the said parties of the second part, their heirs or assigns, or from or by any other person or persons whatsoever, lawfully or equitably, claiming or to claim by through or under, or in trust for them, or any or either of them, But this Proviso shall not be so construed as to prevent the sale as before herein agreed, of a sufficiency of the said property to pay off and discharge the sum of money in such notes of which default in the punctual payment