thereof may be made by the said Thomas Hindsmall = And the proviso for enjoyment until defaults, after defaults made shall apply only to the overplus, after so much thereof shall have been disposed of as shall pay and satisfy the sum or sums in the payment of which defaults shall have been made,

In Witness Whereof the said Thomas Hindsmall and Rachel Hindsmall his wife have hereunto set their hands and applied their seals the day and date first above written,

On the first line of 3d page the words "or any one interlined before signed as well as the words "or Notes" in the 4th line of said page, and the words "or any one" in the 8 line

Signed sealed, and delivered in presence of
J. Pope Walker
Chas M. Allen

Thomas Hindsmall (Seal)

The State of Mississippi } Personally appeared before the undersigned
Madison County } a justice of the Peace in and for said County
the above named Thomas Hindsmall who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned, as his act and deed,

Given under my hand and seal this 6th day of March One thousand eight hundred and thirty eight

Will D Hart J. P. (Seal)

Samt Raysdale } Received for Record 10th & recorded 28th March 1838
Deed
Robert Ridley } This Indenture made and entered into this 10th March 1838 Between Samuel Raysdale of the County of Monroe and State of Mississippi of the first part and Robert Ridley of the County of Madison and State aforesaid of the second part Witnesseth that for and in consideration of the sum of Three hundred dollars to me in hand paid by the aforesaid Robert Ridley of the second part, I have this day bargained and sold and quit Claimed and released unto the aforesaid Robert Ridley the South East quarter of Section twenty six Township Nine Range four E. Containing One hundred and fifty acres be the same more or less and it being the tract of land purchased in partnership between my self and said Ridley at a Sheriff sale on the 5th day of this instant and for which the Sheriff Deed bears date the 5th March 1838, and I do by these presents forever quit Claim and relinquish all my right title and Claim to the before described tract of land so far as a quit claim can extend as nothing more than a quit Claim is intended, and I warrant and forever defend the title of the before described tract of land from me my heirs and assigns

and to have and to hold unto the said Robert Ridley his heirs and assigns so far as a quit claim can extend with all and singularly the appurtenances thereunto belonging. In testimony whereof I have hereunto set my hand and seal this day and date first above written.

Samuel Raysdale (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the within named Grantor Samuel Raysdale 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.

Given under my hand and seal of office at Canton this 10th day of March A.D. 1838

John T. Cameron Clerk

(Seal)

Leonard C. Temple } Received for Record 28 & Recorded 29th March 1838.
Mortgage
John Tilman } Know all men by these presents that I Leonard C. Temple, of the County of Bedford and State of Tennessee for and in Consideration of the sum of five Dollars to me in hand paid, and the other considerations hereinafter mentioned have sold and transferred, and by these presents do sell and transfer unto John Tilman of the County and State aforesaid the following Negroes to Wit, a Negro man Allen, a Negro woman named Lucy and her youngest child a Negro girl named Hannah, a Negro girl named Eliza, all of which said Negroes are now in the County of Madison and State of Mississippi. To Have and to Hold the aforesaid Negroes to him the said Tilman his executors and administrators But subject to the following conditions (to Wit) Whereas Samuel Greene deceased is the surety for said Temple in a bond for Ten Thousand Dollars, executed by said Temple as administrator of Elizabeth Temple deceased, payable to the Governor of Tennessee and his successors in office conditioned for the faithful performance of said Temple as such administrator, which said Bond is now in the Clerks office of the County Court of Bedford County, and Whereas the estate of said Elizabeth Temple has not yet been distributed in whole, and the Estate of said Greene is liable for the due administration of the assets in the hands of said Temple, Now therefore if said Temple does within twelve months from this date pay off and satisfy all demands of every description against the estate of said Elizabeth Temple deceased, as well the demands of distributees as of Creditors of said Estate and thus release the estate of said Greene from all liability for said Temple as administrator as aforesaid, then the above obligation to be void, But if said Temple fails or refuses to pay off and satisfy all the demands against the estate of said Elizabeth Temple or against him as her administrator within the aforesaid period of twelve months, and thus relieve the estate of said Greene from all liability for said Temple as administrator of said Elizabeth; then and in that case said Tilman is authorized, and empowered to sell said negroes or so many thereof as may be necessary for the purpose and apply the proceeds to the payment of the debts and

demands against said Temple as administrator of the estate of said Elizabeth Temple. Before any sale is made the said Tilman must advertise the time and place of sale in a News paper printed in the County where the sale is to take place 20 days before the sale, if any such News-paper there be, and if not then he must advertise at three public places in the County. If the said Tilman should die before that time his executors or administrators shall have power to make sale. It is further understood that if said Temple shall at any time before the expiration of said 16 Months think it advisable to sell said Negroes, it shall be the duty of said Tilman or his authorized agent to sell said Negroes, provided they can be sold for a fair price, and upon a Credit which will expire before the end of the 16 Months aforesaid, and the said Tilman if such sale should be made shall apply the money or notes arising from such sale in the same manner that he is above directed to apply the negroes.

Witness my hand and seal this 6th day of March AD 1838

Attest
E. J. Thierson
M. A. Long

Leonard L. Temple (Seal)

State of Tennessee
Bedford County Court March Session 1838

This day the due execution of the within deed from Leonard L Temple to John Tilman was duly proven in open Court by the oaths of E. J. Thierson and M A Long the subscribing witnesses thereto, whereupon the Court ordered the same to be so certified.

In testimony whereof I William D. Orr Clerk of the County Court of Bedford County in the State aforesaid have hereunto set my hand and affixed the seal of the Court at office in Shelbyville this 6th day of March 1838 and of the American Independence the 62nd Year

(L S)

William D. Orr Clk.

State of Tennessee
Bedford County } I William Galbreath Chairman of Bedford County Court do hereby certify that William D. Orr, whose signature is attached to the foregoing Certificate is Clerk of said Court and was at the time it bears date, and that his official acts as such are entitled to full faith & Credit, his attestation is in due form.

Given under my hand & seal this 13th day of March 1838

W Galbreath (Seal)

S. T. Hollinsworth } Received for Record 10th & Recorded 29th March 1838
Bill of Sale }
Crockett & Park } For and in consideration of the sum of Eight hundred Dollars to me in hand paid by Messrs George Crockett and David Park the receipt whereof is hereby acknowledged hath bargained sold and conveyed and doth by these presents bargain sell and deliver unto them the said Crockett and Park the following described property (to wit) a bay Mare. a bay Horse. Three steers & a Waggon to have and to hold to their own use and benefit. I doth bind myself my heirs &c to warrant and defend the title of said property to the said Crockett and Park their heirs and assigns forever. In Witness whereof I have hereunto set my hand and seal this tenth day of March AD. 1838

attest
Wm C. Gillespie

S. T. Hollinsworth (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 Seth T. Hollinsworth who acknowledged that he signed sealed and delivered the foregoing instrument 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 10th day of March AD 1838

L. S.

John T. Cameron Clerk

R. B. Ricketts } Received for Record 10th & Recorded 31st March 1838
Deed }
E. F. Divine } Know all men by these presents that I Reuben B. Ricketts Administrator of the Goods & Chattels of Wm T. Hodge deceased, being duly empowered by the Honorable the Probate Court of the County of Jefferson State of Mississippi, holden at the Court house of said County on the fourth Monday of September Eighteen hundred and thirty six and in pursuance of a Sale at public auction and in consideration of the sum of Five thousand two hundred & Eighty 40/100 Dolls. to me secured to be paid by Ebenezer F. Divine of the County of Madison and State aforesaid (who was the highest and best bidder at the sale for the Estate hereinafter described) do hereby grant bargain sell and convey unto the said Ebenezer F. Divine his heirs and assigns forever a parcel of land situate lying and being in the County of Madison and State aforesaid designated in the Land office at Mount Salus Mississippi as the W½ of the N.W.¼ of Section No 24, the E½ of the N.E.¼ of Section No 23 the ½ of the S.E.¼ of Section No 14 & the W½ of the S.W.¼ of Section No 13 all of Township 10 Range No 3 East, Containing three hundred and twenty acres more or less. To Have and to Hold the said parcel or tract of land with the appurtenances thereof, to the said Ebenezer F. Divine his heirs and assigns his and their use & behoof forever. And I the said Reuben B. Ricketts do Covenant with the said Ebenezer F. Divine his heirs and assigns that I am duly empowered to convey the said premises to the said Ebenezer F. Divine as aforesaid, that

I have in all things observed the rules and directions of law in the said sale. And I will and my heirs, executors and administrators shall warrant and defend the same unto the said Ebenezer F. Devine his heirs and assigns against all persons claiming or to claim the same by from or under the said William T. Hodges or his heirs.

In Witness whereof I have hereunto set my hand and seal this nineteenth day of December Eighteen hundred and thirty six

R. B. Ricketts (Seal)

The State of Mississippi }
Madison County } Personally appeared before me the undersigned Clerk of the Probate Court in and for said County Reuben B. Ricketts who acknowledged that he signed sealed and delivered the foregoing as his act and deed. Given under my hand and seal of office this 21st Day of December 1836.

William Riley Clerk

State of Mississippi }
Jefferson County } Know all men by these presents that I Lidia Hodge of the County and State aforesaid for and in Consideration of my legal and equitable claim to and interest in, the avails and proceeds of the sale of the above mentioned described and sold tract of land, do by these presents relinquish, convey and confirm unto the above mentioned E. F. Devine and to his heirs and assigns, all the right title and dower which I claim or have claimed through under or by virtue of my deceased Husband the above written William T. Hodges to and in the aforesaid land and premises To Have and to Hold the same unto the aforesaid E. F. Devine and to his heirs and assigns forever;

In Witness whereof I have hereunto set my hand and affixed my seal this 28th day of December AD 1836

Lidia Hodge (Seal)

The State of Mississippi }
Madison County } Personally appeared before me the undersigned a justice of the peace in and for said County Lidia Hodge who acknowledged that she signed sealed and delivered the foregoing relinquishment as her voluntary act and deed and for the purposes therein contained -

Given under my hand and seal this 28th day of December 1836

G. T. Martin J. P. (Seal)

State of Mississippi }
Jefferson County } I Charles T. Miles Clerk of the Probate Court of said County do Certify that G. T. Martin whose name is subscribed above is and was at the time of executing the above Certificate an acting justice of the peace in and for said County; that he was and is duly qualified as such; that full faith & Credit is due all of his official acts & such

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

C. T. Miles Clk

Wm. M. Cook } Received for Record 13th & Recorded 21st March 1838
P. Attorney }
G. L. Cook }

State of Mississippi } Know all Men by these presents that I Wm. M. Cook do
Hinds County } hereby appoint Gabriel L. Cook of the aforesaid County & State my lawful attorney in fact to assign my name to any deeds & acknowledge the same ~~to lands~~ that he may be able to sell, or to any other documents or papers wherein I may be concerned or interested.

Given under my hand and seal this 20th day of May One Thousand Eight hundred & thirty seven

W. M. Cook (SEAL)

The State of Mississippi }
Hinds County } Personally appeared before me C. P. McDaniel a justice of the peace in & for said County Wm. M. Cook and acknowledged that he signed sealed & delivered the above instrument on the day therein stated & for the purposes therein mentioned

Given under my hand and seal this 26th May 1837

C. P. McDaniel J.P. H.C. (SEAL)

State of Mississippi }
Hinds County } I L. L. Scott Clerk of the Probate Court for said County hereby certify that C. P. McDaniel was an acting justice of the peace for said County at the time of taking the within acknowledgement,

Witness my hand & seal of Office this 28th day of February 1838.

L. L. Scott Clk

S. M. Hommon } Received for Record 9th & Recorded 31st March 1838
Wife }
L. H. Henderson } This Indenture made and entered into this 8th
State of Mississippi } day of March in the year of our Lord One Thousand
Madison County } Eight hundred & ~~thirty~~ eight Between Samuel M. Hommon & Minerva A. his wife of the first part and Lawson H. Henderson of the second part all of Madison County & State of Mississippi Witnesseth for and in Consideration of the Sum of Two Thousand dollars to me in hand paid the receipt whereof is hereby acknowledged have this day bargained and sold and by these presents do bargain sell & convey unto the said Lawson H. Henderson his heirs and assigns forever. the following described land to wit. The East half of the South East qr of sect seven Township Nine Range three East Containing by estimation Eighty acres more or less to Have and to Hold the same with all improvements and appurtenances thereunto belonging or in any wise appertaining, and the said Samuel M. Hommon his heirs and assigns do warrant and forever defend the title of the aforesaid land unto the said Henderson his heirs and assigns forever. In testimony whereof I have hereunto set my

hand & seal this 8th day of March 1838

Attest

John T. Cameron

S. M. Flournoy (Seal)

Minerva her X mark Flournoy (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 M. Flournoy and Minerva his wife who severally acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year said for the purposes therein named

And the said Minerva A. Wife as aforesaid being examined by me separate and apart from her said husband and the contents thereof being first made known to her acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and of her own accord without the fear threats or compulsion of her said husband Given under my hand and seal of office at Canton this 9th day of March AD 1838

John T. Cameron Clerk

Willis Watton & wife } Recorded for Record 14th March 1838 & Recorded 2nd April 1838
Sold
Joseph T. Collins }

This Indenture made this the twelfth day of March Eighteen hundred and thirty eight Between Willis Watton and Margaret his wife of the County of Madison and State of Mississippi of the first part and Joseph T. Collins of the Town of Canton County and State aforesaid of the second part, Witnesseth: That the said Willis Watton and Margaret his wife for and in Consideration of the sum of Two hundred and fifty dollars in hand paid the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened and conveyed and confirmed and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Joseph T. Collins his heirs and assigns all that lot or parcel of ground lying and being in the Town of Canton, County of Madison and State of Mississippi known and designated as follows. Beginning at the North West Corner of the East half of the South West quarter of section number nineteen township Number Nine, Range Number Three East running south seventy yards, thence One hundred and seventy five yards East, thence North seventy yards, thence West One hundred and seventy five yards to the beginning. Containing Two and a half acres be the same more or less, appurtenances and all the estate, right, title and interest and property of them the said Willis Watton and Margaret his Wife, of in and to the same. To Have and to Hold the said lot or parcel of ground hereby conveyed with all and singular the premises and every part and parcel thereof unto the said Joseph T. Collins his heirs and assigns forever. And they the said Willis Watton and Margaret his wife for them selves, their heirs Executors, and administrators do Covenant, promise and agree to and

with the said Joseph T. Collins his heirs and assigns by these presents that the premises before mentioned now are and forever shall be free from all former gifts, grants, bargains, sales, and encumbrances done or suffered to be done by him the said Willis Walton and Margaret his wife, and the said Willis Walton and Margaret his wife, their heirs, Executors, and administrators, all and singular the premises hereby Barguined and sold; with the assurance unto the said Joseph T. Collins his heirs and assigns against the said Willis Walton and Margaret his wife their heirs and all and every person or persons whatsoever do and will warrant and forever defend by these presents -

In testimony whereof the said Willis Walton and Margaret his wife have hereunto set their hands and affixed their seals the date whereof is the day and year aforesaid as above written,

Willis Walton (Seal)
Margaret 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 and Margaret Walton his wife who acknowledged that they signed sealed and delivered the foregoing Deed as their act and deed on the day and year and for the purposes therein specified And the said Margaret wife as aforesaid being by me examined separate and apart from her said husband and the contents thereof being first made known to her acknowledged that she signed sealed and delivered the same as her voluntary act and deed and offered non free will without the fear threats or compulsion of her said husband

Given under my hand and seal of Office at Canton this 14th Day of March A.D. 1838
John T. Cameron Clerk

Willis Walton & Wife } Received for Record 14th March & Recorded 2nd April 1838
Deed
James Priestley } This Indenture made this the twelfth day of March Eighteen hundred and thirty eight. Between Willis Walton and Margaret his wife of the County of Madison and State of Mississippi of the first part, and James Priestley of the Town of Canton and County and State aforesaid of the second part. Witnesseth. That the same Willis Walton and Margaret his wife for and in Consideration of the sum of four hundred dollars in hand paid 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 James Priestly his heirs and assigns all that lot or parcel of ground lying and being in the Town of Canton, County of Madison and State aforesaid, known and designated as follows, Beginning at the South West Corner of Joseph T. Collins two and a half acre lot in section No Nineteen, Township No Nine, Range No Three

East running South seventy yards, Thence East Two hundred and forty five yards thence North One hundred and forty yards, Thence West seventy yards, thence South seventy yards, thence West One hundred and seventy five yards to the beginning, Containing four and a half acres more or less. with the appurtenances and all the estate, right, title and interest and property of them the said Willis Walton and Margaret his wife of in and to the same, To Have and to Hold the said lot or parcel of ground hereby Conveyed with all and singular the premises and every part and parcel thereof unto the said James Priestly his heirs and assigns forever, And the said Willis Walton and Margaret his wife for themselves their heirs, Executors and administrators do Covenant, agree and promise to and with the said James Priestly his heirs and assigns by these presents, that the premises before mentioned now are and forever shall be free from all former grants, gifts bargains sales and Charges and incumbrances whatsoever done or suffered to be done by the said Willis Walton and Margaret his wife, and the said Willis Walton and Margaret his wife for their heirs, Executors, and administrators all and singular the premises hereby bargained and sold with all the appurtenances unto the said James Priestly his heirs and assigns against the said Willis Walton and Margaret his wife and their heirs, all and every other person or persons whatsoever do and will warrant and forever defend by these presents.

In testimony whereof the said Willis Walton and Margaret his wife have hereunto set their hands and affixed their seals the date the day and year above Written.

Willis Walton (Seal)
Margaret 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 and Margaret Walton his wife who acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year and for the purposes therein specified

And the said Margaret Walton wife as aforesaid being by me examined separate and apart from her said Husband and the contents thereof being first explained to her acknowledged that she signed sealed and delivered the same freely and voluntarily of her own accord on the day and year and for the purposes therein specified without the fear threats or compulsion of her said husband.

Given under my hand and seal of office at Canton this 14th day of March A.D. 1838,

John T. Cameron Clerk

Phillips Murry & Starr } Received & Recorded 3rd Day of April 1838
Deed } State of Mississippi }
David L. Henderson } Madison County } This Indenture made and entered into this the fifth day of December 1836, between Henry Phillips John Murry & Charles J. Starr of the aforesaid County and State of the first part, and Daniel Henderson of the same County & State of the other part Witnesseth that the said party of the first part for and in consideration of the sum of of six hundred and fifty Dollars the receipt whereof is hereby acknowledged, have bargained, sold, aliened enfeoffed & confirmed and by these presents do bargain, sell, alien, enfeoff and confirm unto the said party of the second part all their right, title and claim to a certain tract or piece of land lying and being in the County and State aforesaid containing four acres more or less and bounded as follows to wit. Commencing at a stake in the North line of the Town of Canton on the East side of Union Street & at the N.W. corner of lot No 4 square No 10, thence running North in the direction of said Street fifty five & three fourths poles to a stake in S. D. Livingstons line, thence East with said line one hundred and fifty feet; also East one hundred and fifty feet from the place of beginning to include said four acres, together with all its tenements hereditaments & appertainments thereunto belonging to the said party of the second part, his heirs & assigns to Have & Hold to use occupy & possess forever. And the said party of the first part are bound unto the party of the second part to warrant and defend the said land against all claim or claims. In testimony whereof we do hereunto set our hand & seals

Witness
Jacob Birchfield,

Henry Phillips (Seal)
John Murry (Seal)
Chas J. Starr (Seal)

The State of Mississippi }
Madison County } Personally appeared before the undersigned Clerk of the Circuit Court in and for said County Jacob Burkett the subscribing witness to the within deed and made oath that he was present and saw the within named parties sign seal and deliver the within deed to the within named Daniel L. Henderson and that the said Burkett at the request of the said parties subscribed his name as a witness thereto in the presence of said parties —

In testimony whereof I have hereunto set my hand and affixed the seal of said Court this third day of April 1838

(Seal)

S. D. Livingston Clk

Wm. McCook } Received for Record 13th March & Recorded 3rd April 1838
Deed
Wittbank & Wittbank } This Indenture made the sixteenth day of January in the year of our Lord 1838 Between William McCook late of Nashville Tennessee, now residing in Houston in the Republic of Texas of the first part and Peter W. Wittbank and Ambrose Wittbank of the second part Witnesseth that the said party of the first part for and in consideration of the sum of

Eleven hundred & Eighty eight Dollars Current Money of the United States to him in hand paid by the said parties 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, acquit, release, exonerate and discharge the said parties of the second part, their 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 does fully freely and absolutely grant, bargain sell, alien, remise, release, and confirm unto the said parties of the second part, and their heirs and assigns forever All a certain parcel or parcels of land situated in the County of Madison State of Mississippi, and known and described as follows to wit The North East quarter and the East half of the north West quarter of section No 17 Township No 11 of Range No 3 East, Containing Two hundred and forty Acres, described as adjoining Lambert's plantation in Madison County, Together with all and singular the hereditaments and appurtenances whatsoever, to the said Peter Wittenck and Ambrose Wittenck, 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 of the estate, right, title, interest, property, possession, claim and demand whatsoever of the said party of the first part, in and to the same, or any part or parcel thereof, To Have and to Hold the said Two hundred and forty acres of land and premises with their and every of their rights, members and appurtenances unto the said parties of the second part, their heirs and assigns forever, to the only proper use benefit and behoof of the said parties of the second part their heirs and assigns forever. And the said William M Cook and his heirs, all and singular the aforesaid land & premises with their and every of their rights members and appurtenances hereby granted and released and every part and parcel thereof unto the said parties of the second part their heirs and assigns and against the said William M. Cook & 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 parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Wm. M. Cook
By G. S. Cook Ato in fact

State of Mississippi }
Hinds County ss } Personally appeared before me Calvin Miller a Justice of the Peace for said County the above named G. S. Cook who being duly sworn acknowledged that acting as the lawful agent of William M. Cook and by virtue of the annexed power of attorney of the said Wm M. Cook he signed sealed and delivered the foregoing Deed on the day and date therein name and for the purposes therein specified.

Given under my hand and seal this 16th January 1838

C. Miller J P (Seal)

The Erasure in the first line on page Second of the words "belonging or in any wise appertaining" was made before the signing of the Deed

C. Miller J. P. (Seal)

State of Mississippi } S. S. Scott Clerk of the Probate Court for said County
Hinds County } hereby certify that C Miller was an acting justice of the peace for said County at the time of taking the within acknowledgement.

Witness my hand & seal of office this 28th Feby 1838
S. S. Scott Clk.

vvv

L. B. Cheatham & Wife } Received for Record 15th Mch & Recorded 3rd April 1838
to
E H Powell } This Indenture Made and entered into this the twenty sixth day of January. One thousand Eight hundred and thirty seven (1837) Between Littleberry B Cheatham and Mary his wife of the State of Alabama of the first part, and Edmund H Powell of the County of Madison State of Mississippi of the second part, Witnesseth that for and in Consideration of the sum of Seven thousand seven hundred and twenty dollars ($7720) by the said Edmund H. Powell paid to the said Littleberry B. Cheatham and Mary his wife in hand the receipt whereof is hereby acknowledged by the said party of the first part, they the said party of the first, hath this day sold and by these presents doth sell and convey, grant & Bargain unto the said Edmund H. Powell his heirs and assigns Executors and administrators forever. All that tract or parcel of land known and described in the district of land subject to sale at Mount Salus land office Mississippi. and lying and being in the Madison County State of Mississippi Viz as follows. East half of the North West quarter of section No twenty five. Township Number 10 Range Two East, (E½ N.W¼ S 25. T. 10. R. 2. E) Containing 81.06/100 acres More or less. Also West half of North quarter of section number 25, Township 10. of Range Number two East, (W½ N.W¼ S. 25. T. 10 R. 2. E.) containing 81.06/100 acres More or less, Also the East half of North East quarter of section Number twenty six Township Ten Range two East, (E½ N.E¼. S. 26. T. 10. R. 2. E.) containing 80.13/100 acres More or less. Also the North half of West half of the North East quarter section twenty six (T 10. R. 2. E) township ten. Range two East, (N½. W½. N.E¼. S. 26. T. 10. R. 2. E.) Containing 40.35/100 acres More or less. also the south half of the West half of the North East quarter of section Number twenty six Township Ten Range two East. (S½. W½. N.E¼. S. 26. T. 10. R. 2. E.) Containing 40.34/100 acres More or less. Also the West half of the South East quarter of section Number twenty three. Township Number Ten. Range two East (W½ S.E¼. S. 23. T. 10. R. 2. E) Containing 80.51/100 acres More or less. Also the North half of the East half of the South West quarter of section Number twenty six Township Number Ten of Range Number two East, (N½. E½. S.W¼ S. 26. T 10. R. 2. E.) Containing 40.35/100 acres More or less. Containing in all four hundred & forty acres More or less. To Have and to Hold the aforesaid described premises unto the said Edmund H. Powell his heirs. assigns. Executors or administrators forever and also all and singular the rights profits Hereditaments and appurtenances of in and to the same land & premises in any wise appertaining or belonging to the only proper use and behoof of the said Edmund H Powell his heirs & assigns forever, and the said party of the first part Viz the said Littleberry B Cheatham and his wife doth covenant and agree to and

with the said party of the second part that the above described land and bargained premises. they will forever Warrant and defend from themselves their heirs executors Administrators and from the right title Claim or Claims or interest of all and every person or persons Whatsoever,

In testimony whereof the party of the first part hath hereunto set their hands and seals the day and date above written,

Signed & Sealed by L B Cheatham and acknowledged by him in presence of
Thos Harrison
Daniel Mathews

L. B. Cheatham (Seal)
Mary her x mark Cheatham (Seal)

Signed & Sealed by Mary Cheatham and acknowledged by her in presence of J. Hodges J P

The State of Alabama
Franklin County } I James Hodges the undersigned justice of the peace in and for the County aforesaid do hereby Certify that L.B. Cheatham whose name appears to the within and foregoing deed this day acknowledged the signing and sealing of the same for the purposes therein Contained and expressed, And also Mary Cheatham wife of the said L.B. Cheatham acknowledged the signing & her name to the within Deed for all the purposes therein Contained and expressed. And also being by me examined privately separate and apart from her said husband acknowledged her right of Dower to the lands as within described of her own free will and Consent without any fears threats or Compulsion on the part of her said husband, Given under my hand and seal this 31st day of March 1837

J. Hodges J. P. (Seal)

The State of Alabama
Franklin County } I Michael Dickson Clerk of the County Court of said County do hereby Certify that James Hodges Esq whose name appears to the within and foregoing Certificate is an acting justice of the peace within & for the County & State aforesaid and was at the time he attested the same duly Commissioned and qualified, and that full faith and Credit are due to all his official acts as such. and that the signature purporting to be his is Genuine -

In testimony whereof I have hereunto set my hand & seal of office this first day of January 1838

(L. S.)

Michael Dickson Clk

The State of Alabama
Franklin County } I G. D. Stone sole Judge of the County Court of said County do hereby Certify that Michael Dickson whose name appears to the foregoing Certificate is Clerk of the County Court of Said County, that full faith and Credit should be given to all his official acts as such and that his said Certificate & attestation are in due form in law.

In testimony whereof I have hereunto set my hand and seal this first day of January 1838

G. D. Stone (Seal)
Judge &c

A. L. Mallorie } Received & Recorded April 3rd 1838
Deed }
Elijah Hester } This Indenture made and entered this twenty third day of January in the year of our Lord One thousand eight hundred and thirty eight between Andrew L. Mallorie and Elizabeth L. Mallorie his wife of the county of Leake and State of Mississippi of the first part and Elijah Hester of the County of Madison and State aforesaid of the other part Witnesseth that the said Andrew L. Mallorie and Elizabeth his wife for and in consideration of the sum of Four hundred dollars to them in hand paid by the said Elijah Hester the receipt whereof is hereby acknowledged have granted, bargained, sold, released and conveyed and by these presents do grant, bargain sell release and convey unto the said Elijah Hester all that piece or parcel of land lying and being in the County of Madison known and designated on the recent survey of the lands ceded by the Choctaw Tribe of Indians to the United States as the West half of the North East quarter of Section Number twenty five Township Number Ten of Range Number five East, with all the improvements, curtilages and hereditaments thereto belonging or of right any wise appertaining forever, To HOLD and to HOLD the said piece or parcel of land to him the said Elijah Hester his heirs and assigns forever, the right and title whereof the said Andrew L. Mallorie and Elizabeth his wife for themselves their heirs and assigns and against the claims or claims of any and all persons whomsoever do by these presents warrant and will forever defend. In testimony whereof the parties have hereunto set their hands and affixed their seals the day and year first in this Indenture written,

Signed sealed and delivered in } Andrew L. Mallorie (Seal)
the presence of }
The State of Mississippi }
Leake County } This day Andrew L. Malorie party to the within Conveyance personally appeared before me a justice of the Peace of said County and acknowledged that he signed sealed and delivered the within deed for the purposes therein specified as his act and deed,

Given under my hand and seal this 23rd day of January 1838

R. E. Halford (Seal)
J. P.

The State of Mississippi }
Leake County } I Thomas Myers Clk of the Probate Court of said County do hereby Certify that R. E. Halford esq was an acting justice of the Peace at the time of signing the foregoing deed & his act as such is good & valid. Given under my hand and private seal there being no seal of said Court this 2 day of April 1837

Thos Myers Clk

Ozias Taylor & Wife } Rec^d for Record 15th May & Recorded 4th April 1838
to
Deed
Wm. M. Royce } This Indenture made and entered into this tenth day of January A.D. One Thousand Eight hundred and thirty eight Between Ozias Taylor and Cyrena Taylor his wife of the County of Holmes of the first part and William M. Royce of the County of Madison of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Five hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged before the sealing and delivery of these presents, hath this day bargained and sold and by these presents doth hereby bargain, sell alien, convey and confirm unto the said party of the second part the following described lots or parcel of land (to wit) situate lying and being in the County of Madison adjoining the Town of Livingston and bounded as follows (Viz) beginning at a stake thence North 45. E. 550 links to the North Corner of lot No 5 in Square No 8. thence North 396 links to a stake on the North Corner of the East half of the South West fourth of section No 8. Township No 8, Range one East, thence West 756 links to a stake thence to the Beginning, including three acres 91/100 more or less. Also one other lot adjoining the one above described, Beginning and bounded as follows, (to Wit) Beginning at the Corner of the field owned by Baldwin Hendrall and formerly owned by James N. Hubert situated & being near the North West Corner of said Town of Livingston aforesaid. thence North 45. West 15 links to a stake, thence North 23 West 150 links to a stake, thence South 49 West 316 .... to said Hendralls Spring branch formerly known as Huberts Spring Branch, thence up said Branch with its several meandes to a stake thence to the beginning, Containing forty seven Hundredths of an acre (47/100) be the same more or less and which is the same described in a Deed from James N. Hubert & his wife Ann to the said Ozias Taylor and which is recorded on the record in Madison County (Miss) as reference being had will fully show, To Have and to Hold the said bargained lots and premises with all and singular the rights Members and appurtenances thereunto belonging or in any wise appertaining thereunto unto the said William M. Royce his heirs and assigns forever. And the said Ozias Taylor and Cyrena his wife do for themselves their heirs and assigns Covenant and agree with the said William M. Royce his heirs and assigns to Warrant and defend the aforesaid parcels or lots of land as before described from themselves, their heirs and assigns and from all and every other person or persons claim or Claims whatsoever unto the said William M. Royce his heirs & assigns forever. In testimony whereof the said Ozias Taylor & Cyrena his wife have hereunto set their hands and affixed their seals the day and date first written within.

Ozias Taylor (Seal)
Cyrena Taylor (Seal)

The State of Mississippi }
Holmes County } Personally appeared before me J. Williamson an acting Justice of the peace in and for said County Ozias Taylor Bargainor of the within deed. Who signed the same in my presence for the purposes therein specified. Also Cyrena Taylor wife of the said Ozias Taylor being by me examined separate and apart from her said husband-

acknowledged she did the same voluntarily as her act and deed without the fear threats, coercion or any compulsion on the part of her said husband.

Given under my hand and seal this 6th day of February A.D. 1838.

John W. Cowan J.P. (L.S.)

State of Mississippi }
Holmes County } I Wilson A Purdom Clerk of the Probate Court for the County of Holmes do Certify that John W. Cowan whose name is signed to the written acknowledgement is now and was at the time of taking the same an acting justice of the Peace in and for said County and that full faith and credit are due to all of his official acts as such.

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

(L.S.)

W. A. Purdom Clk
By W. R. Perkins D.C.

Robert P. Chambers & Wife } Received & Recorded 11th day of April 1838
Deed
Administrator of J. R. Jones } This Indenture made and entered into this 29th day of March (A.D.) Eighteen hundred and thirty Eight Between Robert P. Chambers and Nancy his wife of the County of Madison and State of Mississippi of the first part, and Margaret Jones administratrix and Johnson Silverberg administrator of all and singular the goods and chattels, rights credits & which were of James R. Jones at the time of his death who died Intestate of the County of Madison State aforesaid of the second part Witnesseth that for and in Consideration of Eight thousand Dollars to the said Chambers on hand paid (One third by the said James R Jones in his lifetime and two thirds by the said Johnson Silverberg administrator as aforesaid since the death of the said James R. Jones) the receipt whereof is hereby acknowledged they the said Chambers and Nancy his wife have bargained, sold, aliened enfeoffed and conveyed and by these presents do bargain, sell, alien enfeoff and convey unto the said Margaret Jones administratrix and Johnson Silverberg administrator as aforesaid and to their successors or Representatives of the said James R. Jones dec^d the following described tracts or parcels of land lying and being in the Counties of Madison and Rankin State aforesaid and known and designated on the survey thereof as the south half of Section thirty four, and the west half of the North West quarter of section thirty four in Township No. Nine Range 3 East, Also lot No. One in Section No. 33, Township No Nine Range 3 East, Also lot No ten in Section No 33 in Township No Nine Range 3 East, Containing in all Four hundred seventy eight & 44/100 acres be the same more or less with all and singular the improvements hereditaments & thereunto belonging, to Have and to Hold the said aforegranted premises unto the said party of the second part, and their successors or representatives and heirs of the said James R. Jones deceased forever for the use and benefit of which heirs and representatives this conveyance is made.

And the said parties of the first part for themselves, their heirs, Executors administrators, hereby covenant and agree with the said party of the second part and their successors as heirs and representatives as afore said, that the afore granted premises are conveyed free and quit of all incumbrances, and that they the said party of the first part, will warrant and forever defend unto the said party of the second part and their successors as aforesaid, the afore granted premises for the use as aforesaid against the lawful equitable claims of all persons whatsoever,

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

Signed sealed and delivd
in presence of

Robert P. Chambers (Seal)

Hannah Chambers (Seal)

State of Mississippi }
Madison County } Personally appeared before me Saml Hamblin an acting justice of the peace in and for said County Robert P Chambers whose name appears to the above deed as maker thereof who acknowledged that he signed, sealed and delivered the same on the day and year and therein mentioned as his own act and deed.

Given under my hand and seal this 2nd day, April A.D. 1838

Saml Hamblin J.P. (Seal)

State of Mississippi }
Madison County } Personally appeared before me a justice of the Peace in and for said County Hannah Chambers wife of Robert P Chambers who being questioned separate and apart from her husband acknowledged that she signed and sealed the foregoing deed and hereby releases all her right to dower in the premises therein granted without any fear or compulsion of her said Husband.

Given under my hand and seal this third day of April Anno Domini 1838

Oliver H. P. Davis J.P. (Seal)

vvv

James M. Smith & wife } Received for record 15th March & Recorded 4th April 1838
Deed
John Smith } This Indenture made the third day of October Eighteen hundred and thirty seven between James M. Smith and Martha Smith his wife of the County of Rutherford in the State of Tennessee of the one part and John Smith of the County of Madison in the State of Mississippi of the other. Witnesseth that the said James M. Smith and Martha Smith his wife hath for and in the consideration of the sum of three thousand six hundred and fifty six dollars and fifty six and two thirds of a cent to them in hand paid by the said John Smith at and before the sealing and delivering hereof the receipt whereof they do hereby acknowledge and therefrom acquit and forever discharge the said John Smith his heirs, Executors, and administrators by these presents have granted, bargained, sold and conveyed and by these

presents doth grant bargain sell and convey unto the said John Smith and to his heirs and assigns forever all the following parcels of land lying and being in the County of Madison and State of Mississippi and known and designated as follows, Viz: The South East quarter, and East half of South West quarter, and South half of East half of North East quarter of Section Nine of Town Eleven North of Range two East; and West half of the North West quarter, and East half of North East quarter of Section ten of Township nine in Range two East, Making all together 146 2/3 acres together with all and singular the appurtenances thereunto belonging or in any wise appertaining; And also all the Estate, right title interest property, claim and demand whatsoever of them the said James M. Smith and Martha Smith his wife in law or equity or otherwise howsoever, of in to or out of the same. To HAVE and to HOLD the said land and premises hereby granted with the appurtenances unto the said John Smith his heirs and assigns forever in fee simple: to the only proper use and behoof of the said John Smith his heirs and assigns forever, And the said James M. Smith and Martha Smith his wife for themselves, their heirs executors and administrators doth covenant, promise, grant and agree to and with the said John Smith his heirs and assigns by these presents that they the said James M. Smith and Martha Smith his wife and their heirs the said above mentioned and described land and premises hereby granted with the appurtenances unto the said John Smith his heirs and assigns against them the said James M. Smith and Martha Smith his wife and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and forever defend by these presents,

In testimony whereof the said James M. Smith and Martha Smith his wife have hereunto set their hands and affixed their seals the day and date first above written

Test:
Elihu C. Job
David Caldwell

Jas. M. Smith (Seal)
Martha Smith (Seal)

State of Tennessee } Personally appeared before me Robert L. Morris Clerk of the County
Rutherford County } Court of said County Elihu C. Job and David Caldwell subscribing witnesses to the within deed who being first sworn depose and say that they " acquainted with James M. Smith one of the within named bargainors and that he acknowledged the same in their presence to be his act and deed upon the day it bears date And Martha Smith (the feme covert) having also appeared before me privately and apart from her husband the said James M. Smith acknowledged the execution of said deed to have been done by her freely voluntarily, without compulsion or restraint from her said husband and for the purposes therein expressed

In testimony Whereof I have hereunto set my hand at office in Murfreesborough the Seventeenth day of October in the year of our Lord One Thousand Eight hundred and thirty seven.

Robt. L. Morris Clerk

State of Tennessee }
Rutherford County } I Henry Trott Chairman of the County Court of said

County do hereby Certify that Robert J Morris whose official signature appears to the foregoing annexed Certificate is the acting Clerk of said Court he having been duly and Constitutionally elected and qualified as such, that due faith and Credit are paid to all of his official acts in any Court or office in the United States, and that his said Certificate is in due form of law,

Given under my hand and Seal at said County this 17th day of October 1837

Henry Scott Clk. (Seal)

Joseph Meek & Wife to Rec. for record 15th March 1838 & Recorded 4th April 1838
Decd
Sarah Newman

This Indenture made the 8th day of January One thousand eight hundred and thirty five Between Joseph Meek and Sarah Meek his wife of Madison County State of Mississippi of the first part and Sarah Newman 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 Sixteen Thousand Eight hundred dollars in hand paid the receipt whereof is hereby acknowledged hath granted, bargained sold and Conveyed to the said party of the second part, and do by these presents grant, bargain sell and Convey to the said party of the second part and her heirs all that messuage, tract, parcel or lot of ground situate lying and being in the County and State aforesaid known and numbered in the original Surveys as follows, (to Wit,) The East half of Section five Township Eight of Range two East, in the Choctaw District, and the East half of the South West quarter of Section five, and the East of the North West quarter of Section Eight and also the East half of the North East quarter of Section Eight all of Township Eight of Range Two East, Containing five hundred and fifty acres be the same more or less, To Have and to Hold, the aforesaid tract parcel or lot of ground to the said party of the second part her heirs and assigns with all and singular its appurtenances thereunto belonging or in any wise appertaining to the only proper use and behoof of the said party of the second part her heirs and assigns forever, and the said party of the first part do Covenant and agree with the said party of the second part that he have a good and indefeasible right and title in and to the aforesaid tract parcel or lot of land and bind themselves their heirs and assigns to the said party of the second " " her heirs and assigns a good and sufficient title in fee simple against the Claim or Claims of all and every person and persons whomsoever. In testimony whereof, we the party of the first part have set our hands and seals the day and date first written.

Joseph Meek (Seal)
(Seal)

The State of Mississippi } Personally appeared in my office before me Samuel
Madison County } A. Livingston clerk of the Circuit Court in and for said
County Joseph Mack and acknowledged the signing sealing and delivering of
the within deed to be his act and deed

In testimony whereof I have hereunto set my hand and
affixed the seal of my said office at Canton this ninth
day of January in the year of our Lord One thousand eight
hundred and thirty five

(L. S.)

S. A. Livingston Clk

The State of Mississippi } Know all men by these presents that I Sarah Mack
Madison County } wife of Joseph Mack dec^d the within named grantor for and in consider-
ation of the sum of Ten Dollars the receipt of which is hereby acknowledged
doth relinquish convey and release unto the within named Josiah
Newman and his heirs and assigns all my right title and claim of
Dower in and to the property conveyed by the within and foregoing deed

In testimony whereof the said Sarah Mack has hereunto set
her hand and seal this 12th day of March 1838

Signed sealed and delivered in presence of us } Sarah Mack (Seal)
B Haynes
Benjn Little

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County Christopher Haynes
and Benjamin Little subscribing witnesses to the above instrument who being
duly sworn deposed and said that they saw the above named Sarah
Mack sign seal and deliver the foregoing relinquishment of her right
of Dower And that she acknowledged the same to be her voluntary act and
deed for the purposes therein named and on the day it bears date and
that they signed their names as witnesses thereto in her presence of the said
Sarah Mack and in the presence of each other on the day and year
therein written

Given under my hand and seal of office at
Canton this 13th day of March AD 1838
John T. Cameron Clk

Charles A Kincaid } Received 4th & Recorded 5th April 1838
Deed } The State of Mississippi } ss
Robert P. Chambers } Madison County } Know all men by these presents
that I Charles A Kincaid of Madison County in the state aforesaid in con-
sideration of the sum of Six hundred dollars to me in hand paid by Robert
P. Chambers of Leake County in the state aforesaid, have granted, bargained
sold, and released unto the said Robert P. Chambers all the tract or parcel of land
designated as the South half, and west half of the North West quarter of Section
No Thirty four in Township No Nine in Range No Nine East, containing
four hundred acres more or less, together with all and singular the

rights, member, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining. To HOLD and to HOLD all and singular the premises before mentioned in. to the said Robert P. Chambers 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 Robert P. Chambers his heirs and assigns against my self and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof, Witness my hand and seal this 8th July 1837

Witnesses: J. Silverberg
John Bass

Charles A. Kincaid (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County
Johnson Silverberg one of the subscribing to the foregoing deed who being duly sworn deposeth and saith that he saw the above named Charles A. Kincaid sign seal and deliver the same and at the same time acknowledged it to be his act and deed for the purposes therein expressed and that this deponent subscribed his name as a witness thereto in the presence of the said Charles A. Kincaid and in the presence of John Bass the other subscribing witness and that they both signed the same in presence of said Kincaid and of each other on the day and year therein named,

L. S.

Given under my hand and seal of office at Canton this 4th day of April A.D. 1838

John T. Cameron Clerk

Benjamin Little } Received for Record 15th March 1838 } Recorded 5th April 1838
Power Attorney } State of Mississippi }
Jesse Meek } Madison County } Know all men by these presents that I Benjamin Little of the County and state aforesaid have ordained, constituted and appointed and do by these presents constitute and appoint Jesse Meek my true and lawful attorney for me and in my name to sell and dispose of all the effects or property belonging to Joseph Meek and myself in partnership and to execute bills or deeds of sale and conveyances with warranty as fully and completely, and to have the same effect to all intents and purposes as if I myself were personally present and to execute the same hereby ratifying and confirming all acts or sales and conveyances made by said attorney either for me separately or as surviving partner of Joseph Meek deceased. I furthermore hereby authorize my said attorney to have the negroes and land sold on such terms as to him may seem most conducive to the interest of said partnership, either by him as administrator of my deceased partner or as the attorney of myself the surviving

partner, In testimony whereof I have hereunto set my hand and affixed my seal this 12th day of March 1838

Witness

Benjn Little (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 Little 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 15th day of March A.D. 1838

John T. Cameron Clerk

Christopher Haynes } Received for Record 15th March & Recorded 5th April 1838
Power of Attorney } State of Mississippi }
Jesse Mack } Madison County } Know all men by these presents that I Christopher Haynes of Washington County Va. have ordained, constituted and appointed, and do by these presents ordain constitute and appoint Jesse Mack my true and lawful attorney for me and in my name to sell and dispose of all the effects or property belonging to Joseph Mack dec'd and myself in partnership and to execute bills of sale or deeds and conveyances with warranty as fully and completely and to have the same effect to all intents and purposes as if I myself were personally present and to execute the same, hereby ratifying and confirming all acts or sales and conveyances made by my said attorney either for me separately or as the surviving partner of Joseph Mack deceased, I furthermore hereby authorize my said attorney to have the negroes and land sold on such terms as to him may seem most conducive to the interest of said partnership either as administrator of my deceased partner or as the attorney of my self the surviving partner. In testimony whereof I have hereunto set my hand & seal this 15th day of March 1838

The State of Mississippi

C. Haynes (Seal)

Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Christopher Haynes who acknowledged that he signed, sealed and delivered the above and foregoing power of attorney 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 March A.D. 1838

John T. Cameron Clerk

Sarah Meek } Received for Record 15th March & Recorded 5th April 1838.
P. Attorney } State of Mississippi }
Jesse Meek } Madison County } Know all men by these presents that I Sarah Meek Widow of Joseph Meek deceased; do hereby ordain Constitute and appoint, and by these presents have ordained, Constituted and appointed Jesse Meek my true and lawful attorney for me and in my name to execute full and ample deeds of relinquishment or release of my right of Dower as Relic of the said Joseph Meek to all land or other property in the state aforesaid of which my late husband was seized at his death or was possessed of at any time during our Coverture — hereby ratifying and Confirming all such deeds executed and signed by my said attorney as fully and Completely to all intents and purposes, as if I myself were personally present, and to Execute the same, And I further more hereby authorize my said attorney to do all acts for me and in my name, that may be in any wise necessary and proper for him to do in his winding up and settling the Estate of the said Joseph Meek deceased in the said State of Mississippi, all of which I hereby ratify and Confirm —

In testimony whereof I have hereunto set my hand & seal this 15th day of March 1838

Signed, Sealed and delivered in presence of us

Sarah Meek (Seal)

C Haynes
Benjn Little

The State of Mississippi } Personally appeared before me John. S Cameron Clerk of
Madison County } the Probate Court of said County, Christopher Haynes and Benjamin Little the subscribing witnesses to the foregoing written Instrument who being duly sworn did depose and say that they saw the above named Sarah Meek sign seal and deliver the same as her act and deed and for the purposes therein specified — and that they signed their names thereto as witnesses in her presence and in the presence of each other on the day and year therein named,

(Seal)

Given under my hand and seal of office at Canton this 15th Day of March AD 1838

John. S Cameron Clerk

William Hoy (Trustee) } Received for Record 16th March & Recorded 5th April 1838
Deed
Benjn B Frizzell }

This Indenture made & entered into this the Sixteenth day of January in the year 1838 between William Hoy of the County of Madison & State of Mississippi of the one part & Benjamin B. Frizzell of the State & County aforesaid of the other, Witnesseth, That Whereas by a Deed of Trust bearing date the fifteenth day of November A.D. 1836. made & executed by & between William T. Graves & his wife, Benjamin B. Frizzell & Wm Hoy the parties aforesaid, certain lands in sd Deed of Trust specified & described were conveyed for the purposes therein particularly mentioned & set forth, to the said William Hoy & Whereas in pursuance of the powers & trusts in by sd Deed conferred on him the sd William Hoy did on the fifteenth day of January in the year 1838, sell the said lands in accordance with the directions of sd deed & in the execution of the powers conferred on him by the same & the sd Benjamin B. Frizzell became the highest bidder for the said land & the same was stricken off to him at the sum of Two thousand dollars,

Now in Consideration of the premises & of the sd sum of Two thousand Dollars in hand paid by the sd Benjamin B. Frizzell the receipt whereof is hereby acknowledged the sd Hoy hath bargained & sold & by these presents doth bargain & sell & grant unto the sd Benjamin B. Frizzell the following described lands, mentioned as aforesaid in sd deed of Trust & lying & being in the State & County aforesaid & known & designated as the North East quarter of Section No Seven & the S W. quarter & the West half of the N E quarter of Section No 8. Except the acres in the N E Corner of the last mentioned tract all in Township No 10 Range No 3 E. Containing 390 acres more or less, To Have and to Hold unto him the sd Benjamin B. Frizzell his heirs, assigns, Executors, & with all the appurtenances thereunto belonging in as full & ample manner as he the said Hoy may or can convey as Trustee aforesaid, And the said William Hoy doth covenant & agree to & with the sd Benjamin B. Frizzell his heirs Executors & to warrant & defend unto him the sd Frizzell his heirs & the title to the sd lands from all persons claiming by or thro the sd William Hoy as Trustee as mentioned in the recital hereof. In testimony whereof the sd William Hoy hath set his hand & seal hereto this the day & year above written,

W. Hoy (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John J. Cameron Clerk of the Probate Court of said County the above named William Hoy 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 16th day of March A.D. 1838

John J. Cameron Clerk

J. Silverberg & wife Rec'd for Record 16th March 1838 & Recorded 5th April 1838

Deed

J. M. Flournoy } This Indenture made and entered into this eighteenth day of October in the year of our Lord One thousand eight hundred and thirty seven between Johnson Silverberg and his wife Sarah of the County of Madison State of Mississippi of the one part, and Samuel M. Flournoy of the same State & County of the other part, Witnesseth:— That the said Johnson Silverberg and his wife Sarah hath, for & in Consideration of the sum of Eight hundred Dollars to them in hand paid by the said Samuel M. Flournoy at & before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said J. M. Flournoy, his heirs & forever released & discharged therefrom, Have granted, bargained and sold, and by these presents do grant, bargain, sell & confirm unto the said Samuel M. Flournoy his heirs and assigns forever the following described tract or parcel of land to Wit; The N½, E½ N.W¼ of Section Number 13, Township Number 9 of Range Number 2 East, Containing Thirty nine 85/100 acres be the same more or less.— To Have and to Hold, the above described land, with all and singular the appurtenances thereunto belonging or in any wise appertaining unto the said Samuel M. Flournoy his heirs and assigns forever, And the said Johnson Silverberg & Sarah his wife, doth for themselves, their heirs and assigns covenant and agree with the said Samuel M. Flournoy his heirs and assigns to warrant and defend to the aforesaid land from themselves, their heirs and assigns and from all other persons whatsoever Claiming the same,

In testimony whereof the said J. Silverberg and Sarah his wife, have hereunto set their hands and seals the day and year above mentioned,

J. Silverberg (Seal)
Sarah Silverberg (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T. Lanier Clerk of the Probate Court in and for said County Johnson Silverberg and Sarah Silverberg his wife and acknowledged the signing sealing & delivering of the foregoing Deed to be their act and deed for the purposes therein mentioned.— And the said Sarah Silverberg wife of the said Johnson Silverberg, being by me examined separate and apart from her said husband, acknowledged that she signed, sealed and delivered the foregoing deed freely & voluntarily, of her own accord and without the fear or threats of her said Husband.

Given under my hand and seal of office at Canton this 16th of March A.D. 1838

John T. Lanier Clerk

Samuel M. Flournoy Shff } Received for Record 17th March 1838
Deed } Recorded 6th April 1838
Johnson Silversberg }
The State of Mississippi } This Indenture made and entered into by and
Madison County } between Samuel M. Flournoy Sheriff of Madison County aforesaid of the first part and Johnson Silversberg of the second part Witnesseth that whereas Samuel Marsh on the 26th day of April in the year of our Lord 1836 in the Circuit Court of Madison County aforesaid by the judgement of said Court Recovered against Uriah Kent the sum of One hundred and four 26/100 dollars besides his proper Costs of suit on which judgement a writ of Fieri facias Issued from the Clerk of the Circuit Court aforesaid Commanding the Sheriff of said County that of the goods and Chattels, lands, and tenements of the said Uriah Kent, he Cause to be made the aforesaid Amount of Money with interest and Cost which writ of fieri facias was duly levied by the said Sheriff on the personal property of the said Uriah Kent and a bond taken for the delivery of the property thereon mentioned with William J. Bryan as Security. which bond was forfeited, and on which a fieri facias on bond was issued from the office of the Clerk aforesaid the said Sheriff that of the goods and Chattels, lands and tenements of the aforesaid Kent Bryan & Kent he Cause to be made the aforesaid sum with Cost & interest. And whereas James Pigg on the 26th day of April in the year of our Lord 1836 by the judgement of the Court aforesaid recovered against the said Uriah Kent the sum of One hundred & four 60/100 dollars besides his proper Cost & interest on which a like writ of Fieri facias was issued and was levied by said Sheriff and bonded & forfeited by said Kent on which Fieri Faccas on Bond Issued returnable to the April Term 1838, of said Court, which writs of Fieri facias on Bonds were duly levied by the said Sheriff of Madison County on the following described tract or parcel of land viz the S/2 of W/2 of the S.W/4 of section 33. Township 11. Range 4 East, & the S.E. W/2 N.E/4 of section 4. Township 10. Range 4 East containing Eighty Acres more or less and whereas the said Sheriff did afterwards in Conformity with the Statute in such Cases made and provided proceed to advertise at least thirty days previous to the day of sale in the Canton Herald a public Newspaper in the aforesaid County for sale on the 5th day of March 1835 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 Executions and the said Johnson Silversberg appeared and bid Eight Hundred dollars (which was more than any other person did or would bid) and thereby became the purchaser,

Now therefore in Consideration of the sum of Eighty hundred Dollars in hand paid by the said Johnson Silversberg to the said Samuel M. Flournoy Sheriff as aforesaid the Receipt whereof is hereby acknowledged and by virtue of the power vested in him by his office hereby bargains sells & conveys to the said Johnson Silversberg the aforesaid tract or parcel of land. In testimony whereof he hath hereto set his hand

and affixed his seal the day and date above written;

S. M. Flournoy, Sheriff (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 M. Flournoy Sheriff of said County who acknowledged that he signed sealed and delivered the foregoing deed as his official 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 17th day of March A.D. 1838.

(Seal)

John T. Cameron Clerk

Sam'l M Flournoy & Wife
Deed
Johnson Silverberg

Received for Record 16th March & Recorded 6th April 1838

State of Mississippi
Madison County } This Indenture made and entered into this 16th day of March in the year of Our Lord One Thousand Eight hundred & thirty eight Between Sam'l M. Flournoy and Minerva A. his wife of the first part and Johnson Silverberg of the second part Witnesseth: That said in Consideration of the sum of Five Thousand dollars to me in hand paid, the receipt whereof is hereby acknowledged have this day Bargained Sold and by these presents deliver unto Johnson Silverberg party of the second part the following described lands (to Wit) the South East quarter of Section Eleven; and the North half of the East half of South West quarter of said Section Eleven, Township Nine Range two East, Containing by estimation two Hundred acres more or less, To Have and to Hold the same with all improvements and appurtenances thereunto belonging or in any wise pertaining to his only use and benefit; And I Sam'l M. Flournoy & Minerva A his wife party of the first part do warrant and forever defend the title of the aforesaid land unto the said Johnson Silverberg his heirs and forever.

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

Attest John T. Cameron

S. M. Flournoy (Seal)
Minerva A. her + mark Flournoy (Seal)

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Samuel M. Flournoy and Minerva A his wife and acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year therein named and for the purposes therein expressed. And the said Minerva A. wife as aforesaid being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her act and deed freely and voluntarily without the fear threats or compulsion of her said husband.

Given under my hand and seal of office at Canton this 16th day of March A.D. 1838.

(Seal)

John T. Cameron Clerk

Samuel M. Flournoy Sheriff } Received for Record 17th March & Recorded 6th April 1838
Deed } State of Mississippi }
Van Vacter & Lynch } Madison County } This Indenture made and entered into this 24th day of October in the year of our Lord Eighteen hundred & thirty six between S. M. Flournoy Sheriff of the County & State aforesaid of the first part, and Owen Van Vacter and Andrew J. Lynch of the second part, Witnesseth; that William H. Beasty on the 26th day of April in the year of our Lord 1836 in the Circuit Court of Madison County aforesaid by the judgement of said Court recovered against Joseph Riddle for the sum of three hundred & eight dollars. besides his proper Cost of suit, And Whereas an execution to wit, fieri facias was issued by the Clerk of the Circuit Court aforesaid on the 27th day. May A.D. 1836 on said judgement, and delivered into the hands of the Sheriff of Madison County to whom the same was directed, And Whereas also Thos. B. Coffee on the 26th of April A.D 1836 in the Circuit Court aforesaid and by the judgement of said Court, recovered against the said Joseph Riddle, the sum of Eighty one Dollars & 87½ Cents besides his proper Costs of suit and Whereas an execution to wit. a fieri facias was issued by the Clerk of said Court on the 25th of May A.D 1836 on. on the last aforesaid judgement directed to the said Sheriff of Madison County and regularly delivered to him — And Whereas also the said Sheriff of Madison County did by the aforesaid Executions immediately thereafter levy on the following tract or parcel of land. Known & designated as part of No. 8 in in the town of Madisonville fronting 25 feet by one hundred back, together with all improvements thereon and Whereas the said Sheriff did afterward in conformity with the statute in such Case made and provided at least thirty days previous to the day of sale proceed to advertise the said tract of land as the law directs in the aforesaid County for sale on the first Monday after the fourth Monday of October A.D. 1836 at the Court House door in the Town of Canton, at which time and place the said Sheriff proceeded to sell the said parcel of land as above described to satisfy the aforesaid Executions And the said Owen VanVacter and Andrew J. Lynch having bid the sum of five hundred Dollars which was more than any other person did or would bid. because the purchasers thereof. Now in Consideration of the said sum of Five hundred dollars in hand paid by the said VanVacter and Lynch the receipt whereof is hereby acknowledged, he the said Samuel M. Flournoy Sheriff as aforesaid by virtue of the power vested in him as Sheriff aforesaid doth hereby bargain sell and convey unto the aforesaid VanVacter & Lynch their heirs and assigns forever, the aforesaid tract or parcel of ground as aforesaid together with all the improvements and appurtenances thereunto belonging.

In testimony whereof the said Samuel M. Flournoy Sheriff as aforesaid doth hereunto set his hand and affix his seal the 24th day of October Anno Domini 1836

S. M. Flournoy Sheriff (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 M. Flournoy Sheriff of said County and acknowledged that he signed —

Sealed and delivered the above and foregoing deed as his official 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 14th day of March 1838

(Seal)

John T. Lawson Clerk

Hollingsworth et al } Received for Record 26th March 1838 & Recorded 6th April 1838
Deed }
W. C. Gillespie }

This Indenture made and executed on this tenth day of March in the year of our Lord one thousand eight hundred and thirty eight between Leftha T. Hollingsworth and Sarah H. his wife, and Hamilton McCauley and Martha his wife all of the County of Madison and State of Mississippi of the first part and William C. Gillespie of the County and State aforesaid of the other part, Witnesseth, that the said Leftha T. Hollingsworth and Sarah H. his wife, and the said Hamilton McCauley and Martha his wife for and in Consideration of the sum of two thousand Dollars to them in hand paid by the said William C. Gillespie, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed unto the said William C. Gillespie his heirs and assigns, the following described lands situated lying and being in the Counties of Madison and Leake and State of Mississippi (to wit) in the County of Madison in Township Ten Range 3 East, the south east quarter, North west quarter, West half North West quarter, North half South west quarter of Section Twenty one Containing one hundred and ninety eight and a half acres, Also the North west quarter and East half South East quarter of Section Seventeen, Containing Two hundred and thirteen acres and a half Also the following described tracts of land lying in the County of Leake in township Eleven, Range Six East, the East quarter, of the North half of section thirteen, the South quarter of the East quarter, the South half of section twelve — the west half of the North West quarter of section twenty four, the North East quarter of the North East quarter of section twenty three in all three hundred and twenty acres — Also Township Eleven, Range Seven East — the North West quarter of section Eighteen, the South West quarter of section Seven, Also the West half of the North East quarter of section Eighteen, all of which amounts to two hundred and eighty acres, together with all and singular the hereditaments and appurtenances whatsoever thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and every part and parcel thereof, and also all the estate, right, title, interest, trust, property claim and demand whatsoever, both at law and in equity of the said Leftha T. Hollingsworth and Sarah H. his wife, and also the said Hamilton McCauley and Martha his wife in, to or out of the said lands, tenements hereditaments and premises. To HAVE and to HOLD the said lands, tenements and hereditaments, and all and singular other the premises herein before mentioned with their appurtenances unto the said William C. Gillespie his heirs and assigns, and to his and their only proper use and benefit, and we hereby covenant and bind ourselves jointly and —

severally to warrant and defend the title both legal and equitable to the above described lands and tenements, to the said William C. Gillespie his heirs &c against the claim or claims of all and all manner of persons whatsoever.

~~The day year~~ In Witness whereof we have hereunto set our hands and seals on the day and year aforesaid

Lafitte T. Hollingsworth (Seal)
Sarah H. Hollingsworth (Seal)
Hamilton McCauley (Seal)
Martha B. McCauley (Seal)

State of Mississippi }
Madison County } Personally appeared before me Saml Hamblin an acting justice of the peace in and for said County Lafitte T Hollingsworth and Hamilton McCauley who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their own act and deed and for the express purposes therein mentioned— Also Sarah H. Hollingsworth wife of the above named Lafitte T Hollingsworth, and Martha B. McCauley wife of the above named Hamilton McCauley, who being by me examined separate and apart from their said husbands acknowledged that they signed sealed, and delivered the foregoing deed on the day and year therein mentioned as their own voluntary acts and deeds and not from any threats, fears or compulsions of their said husbands,

Given under my hand and seal this 26th day of March AD 1838

Saml Hamblin J.P. (Seal)

E B. Martin } Received for Record 19th March Recorded 6th April 1838
Deed }
Henry Carleton }

This Indenture made this twenty eighth day of February in the year of our Lord one thousand eight hundred and thirty eight: between E B Martin of the City of Mobile and State of Alabama of the one part, and Henry Carleton of Madison County and State of Mississippi of the other part Witnesseth. Whereas the said E B Martin did heretofore purchase of one Josiah Burrough a certain lot of ground situate & lying in the Town of Madisonville, in Madison County aforesaid on which has subsequently been erected a Store house now in the possession & occupancy of said Carleton, and whereas the said Carleton has fully paid the purchase money for said lot & premises & the costs and charges for erecting said Store house, thereon, and the said E B Martin is willing to release & convey all his right title and interest to the same to the said Henry Carleton: Now therefore in consideration of the premises & of the sum of ten dollars, to the said E B Martin by the said Henry Carleton in hand paid before the delivery hereof, the receipt whereof the said E B Martin doth hereby acknowledge, the said E B Martin hath granted bargained & sold aliened, released, enfeoffed & confirmed, and by these presents doth grant, bargain and sell, alien release, enfeoff and confirm unto the said Henry Carleton his heirs and assigns the above described lot of ground and Store house with the appurtenances situated in the County & State aforesaid, and all the right title interest trust

property. Claim and demand whatsoever, both at law and in equity of him the said E. B. Martin in or to the said described lot & store house. To Have and to hold the said described lot, and all and singular other the premises herein before described to be sold, released & conveyed unto the said Henry Carleton his heirs and assigns forever. And the said E. B Martin, for himself his heirs executors & administrators doth hereby further covenant, grant promise and agree to & with the said Henry Carleton his heirs Executors & administrators, that he the said E B Martin the said lot & store house with the appurtenances to the said Henry Carleton his heirs & assigns shall and will forever warrant & defend against the claims of all persons lawfully claiming by from or under him.

In testimony whereof the said E B Martin hath hereto set his hand and affixed his seal the day & year first above written

Signed sealed and delivered in presence of us
the words "his heirs & assigns" between the third & fourth lines from the bottom of the preceding page being first interlined

Owen VanVacter

E B. Martin (Seal)

State of Mississippi }
Madison County } Personally appeared before me the subscriber a justice of the peace in the County & State aforesaid, the within named E B. Martin who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed

Given under my hand & seal this 28th day of February Anno Domini 1838.

Owen VanVacter J. P. (Seal)

William Sadler } Received for Record 21st March & Recorded 7th April 1858
Deed
R. G. Anderson Jr. } Know all men by these presents that I William Sadler of the County of Madison and State of Mississippi have this day for and in Consideration of the sum of six thousand Nine hundred and twelve dollars to me in hand paid by Robert G. Anderson Jr of the County and State aforesaid, bargained and sold and do by these presents bargain and sell to the said Robert G. Anderson Jr the West half. Southeast fourth of Section No Thirty Township No Nine of Range No Three East. Also the East half South East fourth of Section No thirty Township No nine of Range No Three East, Also West half South West fourth of Section No twenty Nine, Township No Nine of Range No Three East, And the South half of the West half of the North West fourth of Section No twenty nine Township No nine of Range No Three East, The Whole containing by estimation Two hundred and eighty acres more or less in the District of Choctaw and State of Mississippi which tract or parcel of land I do hereby warrant and forever defend unto the said Robert G Anderson his heirs Executors administrators and assigns forever from me my heirs. Executors. Administrators and from all other persons legally claiming the same will by these presents forever warrant and defend, In testimony whereof I have hereunto

set my hand and affixed my seal this 13th March AD. 1838,

W. Sadler (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 William Sadler and 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.

Given under my hand and seal of Office at Canton this 21st day of March AD. 1838

(Seal)

John. T. Cameron Clerk

Elisha Turnage } Received for Record 22nd March & Recorded 9th April 1838
Deed
A. W. Harris } This Indenture made this Eighth day of January in the year of our Lord One Thousand eight hundred and thirty eight, Between Elisha Turnage and Rebecca his wife of the County of Madison and State of Mississippi of the one part and Alois W. Harris of the County of Lake and State aforesaid of the second part Witnesseth: That in consideration of the sum of thirteen hundred dollars in hand paid to the aforesaid Elisha Turnage by the said Alois. W Harris the receipt whereof is hereby acknowledged they the said Elisha Turnage and Rebecca his wife hath given, granted, bargained, and sold, and by these presents do give, grant, bargain and sell, alien or release, convey and confirm unto the said Alois. W. Harris, certain tracts or parcels of land, containing about One hundred and twenty five acres More or less, situate, lying and being in the County of Madison & State of Mississippi and designated as follows to wit, the S½ of E½ of S E¼ of Section No 5 Township 10 Range 3 East, containing 35 17/100 acres More or less also 52,34 acres of the South end of the west half of the South East quarter, Section No five Township 10 Range 3 East, also 25 acres of the South West quarter Section number five, Township No ten Range three East, lying being and situate south of Noakes Creek. Also 10 acres described as follows to Commence at the N. E corner of West ½ N. E¼ of Section No 8 Township 10 Range 3 East, to run from thence due south seventy yards, and from thence due West to a certain imaginary distance and from thence due North to the section line and from thence due East to the place of Beginning, so as to include the 10 acres of land, together with all and singular the appurtenances thereto belonging or in any wise appertaining, To Have and to Hold, the above described parcels of land to the aforesaid Alois W. Harris, his heirs and assigns forever, and the said Elisha Turnage and Rebecca his wife for himself his heirs Executors and administrators doth hereby Covenant, promise and agree to and with the said Alois W Harris his heirs Executors administrators and assigns that he will forever Warrant and defend the aforesaid tracts or parcels of land to him the said Alois W Harris his heirs Executors Administrators and assigns against him the said Elisha Turnage his heirs—

Executors, Administrators and assigns and the Claim or Claims of any person or persons Whatsoever, In testimony whereof the said Elisha Turnage and Rebecca his wife have hereunto set their hands and seals the day and date above Written

Executed and delivered in presence of
David Sutherland

Elisha Turnage (Seal)
Rebecca her mark Turnage (Seal)

State of Mississippi
Madison County } Personally appeared before me the undersigned justice of the peace Elisha Turnage & Rebecca his wife who acknowledged that they signed, sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed, and the said Rebecca his wife being by me examined separate and apart from her husband acknowledged that she signed sealed a[illegible] willingly without any fear threat or compul[illegible]

Filed this 8 [illegible]

I have this day made a final settlement with George D Henry in regard to two notes which I hold on him which were made payable to Samuel L Moore and transferred to me. The first note due the 18th day of January 1840 for one thousand dollars, credited March 23rd 1841 by six hundred and seventy four dollars the other due the 1st day of January 1841 for one thousand dollars. I have received payment in full of the said notes. To secure the payment of the notes a mortgage was given by the said Henry to the said Moore which mortgage was filed in the Superior Court of Chancery at Jackson for foreclosure. The proceedings for foreclosure I am to withdraw immediately and the papers filed, I am to leave with some safe person or send them to the said Henry

February 8th 1842

S. Lane

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Provided. Nevertheless [illegible] administrators shall well and truly pay or cause to be paid to S L Moore his heirs, administrators or assigns four promissory Notes of hand executed by me to the said Moore, bearing even date with these presents. The first for the sum of Five hundred dollars and due 1st January 1839. The second for one thousand and due as the first. The third for one thousand and due 1st January 1840: and the fourth for one thousand dollars due 1st January 1841. according to the tenor thereof then this deed to be void otherwise to remain in full force and effect. In testimony whereof I have hereunto set my hand and affixed my seal on the 26th day of January in the year of our Lord one thousand eight hundred and thirty eight.

George D. Henry (Seal)

State of Mississippi } Personally appeared before me John T. Cameron Clerk of
Madison County } the Probate Court of said County the above named George D.
Henry 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 specified,

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

(Seal)

John T. Cameron Clerk

Samuel L. Moore & Wife } Received for Record 23rd March & Recorded 16th April 1838
to }
George D. Henry } This Indenture made and entered into by and between
S. L. Moore and Rachel his wife of Hinds County and State of Mississippi of
the first part, and George D. Henry of Madison County and State aforesaid of
the second part Witnesseth, that for and in Consideration of the sum of Thirty five
hundred dollars secured to be paid by the said Henry to the said Moore, that
the said party of the first part have bargained, granted, sold and Conveyed
and by these presents do bargain, grant, sell and Convey unto the said
Henry a Certain lot or parcel of ground situated near the Town of Canton
in Madison County and State aforesaid, designated as a part of the E½ of
the SW¼ of Section No 19, Township 9 of Range 3 East, Beginning at the SW
Corner of said Eighth of land and running due North 455 yards from thence due
East 122½ yards, from thence due South 455 yards and from thence to the place of
beginning; being Eleven and a half acres More or less, And the said Moore in behalf
of himself and representatives hereby agrees to warrant and defend the title
to the above lot of land and secure the same to the said George D. Henry his
heirs, Administrators and assigns forever, In testimony whereof we have here-
unto set our hands and affixed our seals this the 26th day of January in
the year of our Lord One thousand eight hundred and thirty eight,

S. L. Moore (Seal)
Rachel Moore (Seal)

State of Mississippi }
Madison County } Personally appeared before me T. J. Salmon an acting
justice of the peace in and for said County Samuel L. Moore and acknow-
ledged that he signed sealed and delivered the foregoing Deed as his act and
deed. Also Rachel Moore his wife being examined separate and apart
from her husband acknowledged that she sealed, signed and delivered the fore-
going Deed as her act and deed freely and voluntarily without the threats
of her husband.

Witness my hand and seal this 27th day of January 1838

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

Wm. Montgomery to Recd for Record 23rd March & Recorded 10th April 1838

Mortgage

Stone & Hoy: This Indenture Made this twenty third day of March in the year of our Lord One Thousand eight hundred and thirty Eight Between William Montgomery of the County of Madison and State of Mississippi of the first part and John Stone and Jno Hoy of the same place of the other party. Witnesseth: That in consideration of the sum of One dollar to the said Montgomery in hand paid by the said Stone & Hoy: the receipt whereof is hereby acknowledged the said Montgomery hath granted, bargained and sold and conveyed, and by these presents doth grant, bargain, sell & convey unto the said Hoy and Stone their heirs and assigns forever, All that lot or parcel of ground belonging to the said Montgomery, situate lying and being in the County of Madison and State aforesaid, which consists of the undivided half or moiety of the following described lot to wit: Beginning at the North East corner of lot No. in Square No. in the original plat of the Town of Canton, and running thence due West seventy five feet, thence South One hundred feet, thence West twenty five feet, thence South one hundred feet, thence East One hundred feet, thence North two hundred feet to the beginning together with all the appurtenances and appurtenances to the same in any wise appertaining and belonging. To Have and to Hold the same to the said Hoy and Stone their heirs and assigns forever and the said Montgomery for himself his heirs Executors and Administrators covenants with the said Hoy and Stone their heirs and assigns that he the said Montgomery is lawfully seized in fee of the aforesaid premises, that he has good rights to sell and convey the same to the said Hoy & Stone and that he will and his heirs and Executors forever shall warrant and defend the same to the said Hoy and Stone their heirs & assigns forever, against the lawful claims and demands of all persons, Provided Nevertheless: if the said William Montgomery his heirs Executors & assigns shall pay to Douglass and Wood their heirs Executors or assigns the sum of Six Thousand Dollars due on a note of hand dated 3rd of March 1838 and due and payable on the 1st March 1839 on which the said Stone & Hoy are sureties for the said Montgomery: So that the said Stone and Hoy their heirs or assigns shall be forever released from said suretyship — then this Deed shall be void. But if the said Stone & Hoy or either of ... shall or their heirs or assigns shall be compelled to pay said sum of Six Thousand Dollars, then this obligation shall remain and forever be absolute. In Witness Whereof the said William Montgomery hath hereunto set his hand & seal the day and year first above written.

Wm Montgomery (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 William Montgomery and acknowledged that he signed sealed—

and delivered the foregoing Deed of Mortgage 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 March A.D. 1838

Seal.

John T. Lawson Clerk

John Holden & Wife
Deed
James Vose

Received for record 24th March & Recorded 10th April 1838

This Indenture made this Ninth day of June A.D. one thousand eight hundred & thirty eight by and between John Holden & his wife Hetty of the County of Madison & State of Mississippi of the first part & James Vose of Natasha, County of Yazoo & State aforesaid of the second part, Witnesseth; that the said Holden on his part for and in the consideration of the sum of Fifteen hundred dollars to him paid in hand the receipt whereof do hereby acknowledge, have hereby bargained, granted, sold and conveyed and by these presents hereby grant, bargain sell & convey unto the said James Vose his heirs & assigns forever a certain lot of land situated in County of Madison & State aforesaid and so known on the general land Map of Mount Salus as the E half of the N.W. fourth of Section No Thirty five & Township No Eight & Range two West being the land on which I now reside on and containing Eighty acres more or less, Also the S.W. fourth of the S.E. fourth of Section Thirty five Township Eight Range No two West, Containing forty acres more or less together with the privileges, appurtenances & improvements thereunto belonging To Have & to Hold the same to the said James Vose his heirs & assigns forever and do by these presents, warrant and defend against the lawful claims of all persons, my heirs & assigns forever,

In Witness Whereof I the said John Holden and my Wife Hetty have hereunto set our hands & seals this ninth day of June A.D. one thousand Eight hundred & thirty Eight,

The Words "Eighteen hundred thirty seven" was altered to "Eighteen hundred thirty Eight"

John Holden (Seal)

Hetty Holden (Seal)

State of Mississippi }
Madison County }

Personally appeared before me W. Yarnell an acting justice of the Peace in and for the above County the within named John Holden who acknowledged that he assigned the foregoing deed for the purposes therein expressed as his own act and deed — Also at the same time Hetty Holden wife of John Holden who being examined by me separate and apart from her said husband acknowledged that she assigned the foregoing deed without any fear, threats or compulsion in any way but as her own voluntary act and deed. Signed & sealed before me the day and year within written,

W. Yarnell J.P.

Joseph M. Ford } Received for Record 24th March & Recorded 10th April 1838
Deed }
David Ford } This Indenture Made and entered into by and between
State of Mississippi } Joseph M. Ford of the County of Madison and State
of Mississippi of the one part, and David Ford of the same County & State
aforesaid Witnesseth; That the said Joseph M. Ford for and in Consider-
ation of the sum of four hundred dollars to him in hand paid by the
said David Ford, hath bargained, granted sold & delivered & by these
presents doth bargain, grant, sell & deliver to the said David Ford his
heirs, Executors, & assigns all and singular his right title & interest in
& to a Certain tract or parcel land situate being in the County of Madison
& State of Mississippi known and designated in the Original plan & survey
of said lands (to wit) The South East quarter of Section No twenty three, the
E 1/2 half South West quarter of Section twenty four, The East half of the
North West quarter Section Twenty five, East half N.E. quarter Section
twenty, and the E half N. West quarter of Section twenty six in Township
No Eleven, N. of Range No five East, Containing four hundred & eighty
acres More or less, To Have & to Hold unto the said David Ford his
heirs, Executors & assigns forever, the aforementioned & Conveyed premises, and
the said Joseph M. Ford for himself, his heirs Executors & doth hereby
warrant to defend from every and all other persons whomsoever, Claiming
or to Claim the same or any part or parcel thereof to the said David his
heirs Executors & forever in Fee Simple.

In Witness Whereof the said Joseph M. Ford has hereunto
set his hand and affixed his seal this Eleventh day of December AD 1836
Signed in the presence of

Samuel Ford — Joseph M. Ford (Seal)

State of Mississippi }
Madison County } Personally appeared before me Samuel Hamblin an
acting justice of the peace in and for said County Samuel Ford whose name
appears to the foregoing deed as the only subscribing witness thereto, Who
after being duly sworn deposeth and saith that Joseph M. Ford whose
name appears to said Deed as maker thereof signed sealed and acknowled-
ged the same in his presence as his own act and deed for the purposes
therein mentioned on the day and year therein written

Sworn to and — Samuel Ford
subscribed before me this 23rd day }
March AD 1838 }
Samuel Hamblin J.P. }

Amos Lott } Received for Record 24th March & Recorded 11th day of April 1838
Deed }
David Ford } This Indenture made and entered into by and
The State of Mississippi } between Amos Lott of the State of Mississippi and County

of Leake of the one part, and David Ford of the same State and County of Madison of the other part, Witnesseth: that the said Amos Lott for and in consideration of the sum of fifteen hundred dollars to him in hand paid by the aforesaid David Ford the receipt whereof is hereby acknowledged, hath granted, sold conveyed and confirmed and by these presents doth grant bargain sell and convey unto the said David Ford his heirs and assigns forever, a certain tract or parcel of land situated in the aforesaid County of Madison State of Mississippi aforesaid known and distinguished by the Original plan of survey of said lands by the West half of the South East quarter of Section 24 & the East half of the North West quarter of Section 25 in Township 11 of Range 5 East, and containing one hundred and fifty acres more or less — To Have and to hold the afore mentioned and conveyed premises unto the before mentioned David Ford his heirs and assigns forever, And the said Amos Lott for himself and for each of his heirs, Executors, administrators and assigns, doth by these presents covenant and agree with the said David Ford and his heirs, Executors, administrators and assigns, to warrant and forever defend the right, title, interest and claim with all the rights privileges, hereditaments and appurtenances thereunto belonging or in any wise appertaining unto him the said David Ford his heirs, Executors, administrators and assigns as aforesaid, against the lawful claim or claims of all and every other person or persons whomsoever claiming or to claim the same or any part or parcel thereof forever in fee simple — In testimony whereof the said Amos Lott has hereunto set his hand and affixed his seal this thirteenth day of December A.D. One thousand Eight hundred & thirty six.

Attest
W. Sutherland
Erbin B. Wrotten

Amos Lott (Seal)

State of Mississippi } Personally appeared before me Saml Hamblin
Madison County } an acting justice of the peace in and for said County
William Sutherland, whose name appears to the foregoing deed as a witness
who after being duly sworn deposeth and saith that Amos Lott whose
name appears to the foregoing deed, signed sealed and acknowledged the
same in his presence and in the presence of the other subscribing witness
on the day and year therein mentioned.

Sworn to and subscribed before me this
23rd day March 1838.
Saml Hamblin J.P.

W. Sutherland

James B. Lane } Received for Record 24th March Recorded 11th April 1838
Deed
I. H. Whitehead } Know all men by these presents that we James B. Lane and Martha his wife of the County of Madison and State of Mississippi have this day for and in Consideration of the sum of One thousand and fifty dollars to us in hand paid the receipt whereof is hereby acknowledged sold, and by these presents do sell and deliver unto Isaac H. Whitehead of the County and State aforesaid all our right, title claim and interest in and to Lot No 274" Containing by Estimation ~~Forty two~~ Acres and embracing the Whole lot except Four Acres sold by the said James B. Lane to James B. Joplin of the County & State aforesaid. The title of said lot or so much thereof as described we bind our selves our heirs and assigns to Warrant and defend unto the said Isaac H. Whitehead his heirs and assigns forever. Witness our hands and seals this twenty second day of March One thousand Eight hundred and thirty Eight (1838)

Acknowledged by J. B. Lane
before me a justice of the Peace
for Madison County this twenty
second day of March 1838
Charles Moore J.P. (Seal)

James B. Lane (Seal)

Martha Lane (Seal)

State of Mississippi }
Madison County } This May Certify unto all Whom it may Concern that Martha Lane the wife of the within James B. Lane did on this 22nd day of March in the year Eighteen hundred and thirty eight personally appear before the undersigned a justice of the peace for said County and upon being privately and separately examined by me apart from her said husband, did declare that she does freely - voluntarily and without any fear or Compulsion whatever, renounce, release and forever relinquish unto the within named Isaac H Whitehead, all her interest and Claim of dower of and in or to the within described premises.

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

Charles Moore J.P. (Seal)

W. H. Bole & Wife } Received for Record 24th March & Recorded 11th April 1838
Deed
Rufus K. Dirkins } This Indenture made and entered into this twenty second day of March in the year of our Lord One thousand eight hundred and thirty eight between William H Bole and Eliza Bole his wife of the County of Attala and State of Mississippi of the one part and Rufus K. Dirkins of the County of Madison and State aforesaid of the other part Witnesseth That the said William H Bole and Eliza his wife for and in Consideration of the sum of Sixteen Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged hereby

this day granted bargained sold and conveyed and by these presents do grant, bargain sell and convey unto the said Rufus K. Dinkins his heirs and assigns forever all the following described lots or parcels of ground situate lying and being in the Town of Canton in the County and State last aforesaid and known and designated in the plan of said Town as lot No four in Square No Eight, Also the South half of lot No three in Square No Eight, also part of lot No 5 in Square No 8 Beginning at the South East Corner of lot No 3 and running East 100 feet thence North 150 feet thence West 100 feet, thence South 150 feet to the beginning, also lot No 6 in Square No 8 Comprehending 100 feet front and running back hundred and ninety feet back, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the above described and hereby granted premises with the appurtenances unto the said Rufus K. Dinkins his heirs and assigns forever, And the said William H. Bole and Eliza his wife for themselves their heirs Executors, administrators and assigns do Covenant promise, grant and agree to and with the said Rufus K. Dinkins his heirs and assigns by these presents that the said William H Bole and Eliza his wife and their heirs the said above mentioned lots or parcels of land with the appurtenances hereby granted unto the said Rufus K. Dinkins his heirs and assigns against them the said William H Bole and Eliza his wife and their heirs Executors administrators and assigns and against all and every person or persons lawfully Claiming or to Claim the same or any part thereof shall and will warrant and forever defend by these presents,

In testimony whereof the said William H. Bole and Eliza his wife have hereunto set their hands and affixed their seals the day and year first above Written.

Attest

Wm H. Bole (Seal)
Eliza Bole (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned justice of the peace in and for said County William H Bole who acknowledges that he signed sealed and delivered the foregoing deed as his act and deed on the day and year therein mentioned for the purposes therein mentioned.

And also Eliza Bole wife of the said William H Bole who after being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed on the day and year therein mentioned and for the purposes therein mentioned, without any fear threats or compulsion from her said husband,

Given under my hand and seal this 24th day of March 1838

T. D. Salmon J. P.

Henry Green & wife to Received for Record 26th March & Recorded 11th April 1838

Deed

George P. Grant

This Indenture Made and entered into this twenty fifth day of December in the year of our Lord One thousand Eight hundred and thirty seven Between Henry Green and Catharine B Green his wife of the County of Hinds and State of Mississippi of the first part, and George P. Grant of Madison County and State aforesaid of the second part Witnesseth that for and in Consideration of the sum of One thousand dollars in hand paid by the said Grant to the said Green & his wife the receipt whereof is hereby acknowledged, the said Henry Green & his wife have this day granted, bargained and sold and by these presents do the grant, bargain and sell & convey unto the said George P. Grant, his heirs and assigns forever, the following tracts or parcels of land lying and being in Madison County Mississippi and more particularly known as the land purchased by said Henry Green from John D. Armstrong of Hinds County and State aforesaid and Recorded in Book of Deeds "D" page 442 & 443 in the year A.D. 1837 by Wm Riley Clerk of said probate Court, (Viz) "The East half of the South East quarter of Section twenty Eight, And the West half of the South East of Section twenty seven, all in Township Ten Range five East, To Have and to Hold the above described parcels or tracts of land with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining thereto unto the said George P. Grant his heirs and assigns forever; And the said Green & his wife for themselves and their heirs shall and will warrant and defend unto the said George P. Grant his heirs and assigns forever, a good and sufficient title to the tracts or parcels of land aforesaid free from the Claim or Claims of any and all persons Whatsoever. - The above described land Contains about One hundred and sixty acres —

In testimony whereof we have hereunto set our hands and seals this ~~Twenty~~ fifth December A.D. 1837

Henry Green (Seal)
Catharine B. Green (Seal)

State of Mississippi }
Hinds County } Personally appeared before Seneca Pratt a justice of the Peace for said County Henry Green and acknowledged that he signed sealed and delivered the above deed as his own act and deed on the day above mentioned, Also appeared before me Catharine B Green wife of Henry Green and being Examined separate and apart from her said husband acknowledged without any fear threat or Compulsion on the part of her said husband the freely and of her own Consent signed sealed and delivered the above deed as her own act and deed

Given under my hand and seal this 28th day of December A.D. 1838

Seneca Pratt J.P. (Seal)

State of Mississippi }
Hinds County } I, A. M. Scott Clerk of the Probate Court for said County hereby Certify that the within named Seneca Pratt was an acting

justice of the peace for said County at the time of certifying to the within acknowledgement and that all his acts & deeds as such are entitled to full faith and credit,

Witness my hand & seal of office this 19th March A.D. 1838

S. S. Scott Clerk

Johnston & Bro
Deed
Noah B Hinton

Received for Record 9th & Recorded 12th April 1838

This Indenture made this twelfth day of December in the year of our Lord One Thousand Eight hundred and Thirty five, between John T. Johnston, his wife Margaret, William Johnston and Samuel G. Johnston of the County of Madison and State of Mississippi of the one part and Noah B. Hinton of the County of Bertie and State of North Carolina of the other part; Witnesseth That the said John T. Johnston and Margaret his wife William Johnson and Samuel G. Johnston, in consideration of the sum of twenty five Thousand dollars to them in hand paid at and before the ensealing and delivering of these presents by the said Noah B. Hinton the receipt whereof is hereby acknowledged, have bargained ~~and~~ sold and conveyed, and by these presents do bargain sell and convey unto the said Noah B. Hinton his heirs and assigns, All that tract or parcel of land situate and lying in the said County of Madison and State of Mississippi known and designated as follows to wit, Section Three, North West quarter of Section Ten, East half of the South west quarter of Section Ten Hundred and forty five acres in the North part of Section Nine in Township Number Eight and Range One East, South half of Section twenty seven Section Thirty four in Township Number nine and Range One East, containing in all Twelve Thousand and Eighty five acres more or less together with all and singular the tenements, hereditaments and appurtenances whatsoever to the said premises belonging or in any wise appertaining. To Have and to Hold the said Tract of land with the tenements hereditaments and premises and every part and parcel thereof unto the said Noah B Hinton his heirs and assigns forever; to the only proper use and behoof of him the said Noah B. Hinton his heirs and assigns forever. And the said John T. Johnston, Margaret his wife, William Johnston, and Samuel G. Johnston for themselves their heirs and assigns do warrant and defend the right and title of said land with all and singular the appurtenances thereunto belonging unto the said Noah B. Hinton his heirs and assigns against them the said John T. Johnston Margaret his wife William Johnston and Samuel G. Johnston their heirs and against all and every person or persons lawfully claiming. In Witness whereof the said John T. Johnston, Margaret his wife, William Johnston and Samuel G. Johnston have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered in presence of us.

Guy L. Ricks
James A. Slade

John T. Johnston (L.S.)
Margaret L. Johnston (L.S.)
William Johnston (L.S.)
Samuel G. Johnston (L.S.)

The State of Mississippi } Personally appeared before me Thos Shackelford
Madison County } Judge of Probate in and for said County William Johnston & Pernina G. Johnston whose names are subscribed to the above 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

Given under my hand and seal on the 24th day of Oct 1837

Thos Shackelford
Judge of Probate

The State of Mississippi } Personally appeared before me Thos Shackelford
Madison County } Judge of Probate for said County the within named Jno T. Johnston and Margaret L. his wife, and the said John T. Johnston acknowledged that he signed, sealed and delivered the within and foregoing deed on the day and year therein mentioned, as his act and deed, And the said Margaret L. his wife being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her act and deed on the day and year therein mentioned, freely without any fear threats or compulsion from her said husband.

Given under my hand and seal on the first day of June AD. 1837.

Thos. Shackelford
Probate Judge

L. G. Slaughter & wife } Received for Record & Recorded 12th April 1838
Deed
Wm. H. Slaughter } This Indenture made this twelfth day of April Eighteen hundred & thirty eight Between L. G. Slaughter & Lucinda his wife of the County of Madison and state of Mississippi of the one part and W. H. Slaughter of the County & state aforesaid of the other part witnesseth. That the said L. G. Slaughter & Lucinda his wife for and in consideration of the sum of Nine thousand four hundred and forty dollars to them in hand paid by the said W. H. Slaughter at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged and therefrom acquit and forever discharge the said W. H. Slaughter his heirs, Executors & administrators by these presents have granted, Bargained sold & Conveyed & by these presents do the grant, bargain sell & convey unto the said W. H. Slaughter and to his heirs and assigns forever all that tract or parcel of land lying & being in the County of Madison & state of Mississippi and known and designated as the N½ N.W¼, S. 21. T. 9. R. 3 East, N½ N½, N.W¼, S. 21. T. 9. R. 3 East, E½, S.E¼. S. 17. T. 9 R. 3. East, S½. N½. N.E¼ S. 20. T. 9. R. 3. East, S½. W½. S.E¼ S 17. T. 9. R. 3 East, S½. E½. N.W¼. S. 20, T. 9. R. 3 East, E½. S.W¼. S. 17. T. 9. R. 3 East, E½ N.E¼ S. 20. T. 9. R 3 East, N½. E½. N.W¼, T. 9. S 20. R. 3 East, containing all together about 475 acres more or less together with all and singular the appurtenances thereunto belonging or in any wise appertaining also all the Estate right. title

interest property, claim and demand whatsoever of them the said L. G. Maughter & Lucinda his wife in law or Equity or otherwise howsoever of in to or out of the same To Have and to Hold the said land & premises hereby granted with the appurtenances unto the said W. H. Maughter his heirs and assigns forever in fee simple to the only proper use and behoof of the said W. H. Maughter his heirs and assigns forever, and the said L. G. Maughter & Lucinda his wife for themselves their heirs Executors and administrators do the covenant, promise grant and agree to and with the said W. H. Maughter his heirs and assigns by these presents, that they the said L. G. Maughter & Lucinda his wife and their heirs the said above mentioned & described land and premises hereby granted with the appurtenances unto the said W. H. Maughter and his heirs and against them the said L. G. Maughter & Lucinda his wife & their heirs and against all and every person or persons whomsoever lawfully claiming or to claim the same shall and will warrant & forever defend by these presents. In testimony whereof the said L. G. Maughter and Lucinda his wife have hereunto set their hands and affixed their seals this the day and year first above mentioned.

Signed Sealed & Delivered
Presence of
The State of Mississippi
Madison County } Personally appeared before the undersigned an acting Justice of the peace in and for said County the above named L. G. Maughter & Lucinda his wife who acknowledged that they signed sealed & delivered the foregoing deed on the day and year therein mentioned as their own act and deed. And the said Lucinda wife of the above named L. G. Maughter being by me examined separate and apart from her said Husband acknowledged that she signed sealed and delivered the same as her act and deed freely and voluntarily without the fear threats or compulsion of her said husband on the day and year and for the purposes therein specified.

L. G. Maughter (Seal)
Lucinda Maughter (Seal)

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

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

Richard Arnold } Received for Record 26th March & Recorded 13th April 1838
Deed
Hugh H. McCauley } This Indenture, Made the twenty eighth day of March in the year of our Lord One thousand eight hundred & thirty eight between Richard Arnold and Sarah his wife of the County of Madison & State of Mississippi of the one part, and Hugh H. McCauley of the County aforesaid in the State aforesaid of the other part Witnesseth, that the said Richard Arnold & Sarah his wife for and in consideration of the sum of Two hundred dollars to them in hand paid by the said Hugh H. McCauley at and before the sealing and delivering hereof, the receipt whereof we do hereby acknowledge and therefrom acquit and forever discharge the said Hugh H. McCauley his heirs Executors and

administrators, by these presents have granted, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Hugh H. McCauley and to his heirs and assigns forever all of the following described tract of land situated, lying & being in the County of Madison and State of Mississippi (to wit) The North West fourth of the North West quarter of Section No Twenty two in Township Ten North of Range Five East containing forty and Eighteen hundredths Acres, together with all and singular the appurtenances thereunto belonging or in any wise appertaining: And also the estate, right title, interest property, Claim and demand whatsoever of them the said Richard Arnold and Sarah his wife in law or equity or otherwise howsoever of, in, to or out of the same: To Have and to Hold the said land and premises, hereby granted with the appurtenances, unto the said Hugh H. McCauley ... heirs and assigns forever in fee simple, to the only proper use and behoof of ~~the said Hugh H.~~ McCauley his heirs and assigns forever. ~~And the~~ said Richard Arnold and Sarah his wife their heirs, Executors and administrators do Covenant promise, grant, and agree to and with the said Hugh H. McCauley his heirs and assigns by these presents, that the said Richard Arnold and Sarah his wife, and their heirs, the said above Mentioned and described land and premises, hereby granted with the appurtenances, unto the said Hugh H. McCauley his heirs and assigns, against the said Richard Arnold and Sarah his wife and their heirs, and against all and every person and persons whomsoever lawfully claiming or to Claim the same, shall and will warrant and forever defend by these presents. In testimony whereof the said Richard Arnold and Sarah his Wife hath hereunto set their hands and affixed their seals the day and date first above written

Richard his X mark Arnold (Seal)

State of Mississippi
Madison County } Personally appeared before me Samuel Hamblin an acting justice of the peace in and for said County Richard Arnold whose name appears to the foregoing Deed who acknowledges that he signed sealed and delivered the same on the day and year therein mentioned as his own act and deed and for the purposes therein mentioned, And Sarah Arnold wife of the above named Richard Arnold who being by me examined separately & apart from her said husband acknowledges that she signed sealed and delivered the within deed on the day and year therein mentioned as her own voluntary act and deed & not from any threats fear or Compulsion of her said husband

Sarah her X mark Arnold (Seal)

Given under my hand and seal this 26th day of March A.D. 1838,

Samuel Hamblin J.P. (Seal)

vvv

William Arnold } Received for Record 26th March & Recorded 13th April 1838
Deed
B. T. Hollingsworth } This Indenture made the twenty sixth day of March in the year of our Lord One Thousand Eight hundred and thirty eight Between

William Arnold and Gilead his wife of the County of Madison and State of Mississippi of the one part, and Josiah T. Hollingsworth of the County aforesaid in the State aforesaid of the other part, Witnesseth, That the said William Arnold and Gilead his wife for and in consideration of the sum of Thirty hundred dollars to them in hand paid by the said Josiah T. Hollingsworth at and before the sealing and delivering hereof the receipt whereof we do hereby acknowledge, and therof acquit and forever discharge the said Josiah T. Hollingsworth his heirs Executors and administrators, by these presents, have granted, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Josiah T. Hollingsworth and to his heirs and assigns forever, all of the following described lands being and lying in the County of Madison State of Mississippi (To Wit) The East half South East fourth of section twenty, South half West half South West fourth Section twenty Eight, Township Ten of Range Five East containing One hundred and Fifty Acres, And also the West half South East fourth East half South West fourth or lots five & six of section No Twenty in Township Ten North of Range five containing One hundred & thirty five acres, fifty six hundredths, together with all and singular the appurtenances thereunto belonging or in any wise appertaining: And also the Estate, right, title, interest, property, claim and demand whatsoever of them the said William Arnold and his wife Gilead in law or Equity, or otherwise howsoever, of in to or out of the same. To Have and to Hold the said land and premises hereby granted with the appurtenances, unto the said Josiah T. Hollingsworth his heirs and assigns forever in Fee Simple, to the only proper use and behoof of the said Josiah T. Hollingsworth his heirs and assigns forever And the said William Arnold & his wife for their heirs Executors and Administrators do Covenant, promise, grant and agree to and with the said Josiah T. Hollingsworth his heirs and assigns by these presents, that the said William Arnold & Gilead his wife and their heirs the above mentioned and described land and premises hereby granted with the appurtenances, unto the said Josiah T. Hollingsworth his heirs and assigns, against the said William Arnold & Gilead his wife and their heirs and against all and every person and persons whomsoever, lawfully claiming or to the same, shall and will warrant and forever defend by these presents

In testimony whereof the said William Arnold and Gilead his wife hath hereunto set their hands and affixed their seals the day and date first above written,

William his X mark Arnold (Seal)
Gilead her X mark Arnold (Seal)

State of Mississippi }
Madison County } Personally appeared before me Samuel Hamblin an acting justice of the peace in and for said County William Arnold whose name appears to the foregoing deed Who acknowledged that he signed sealed & delivered the same on the day and year therein mentioned as his own act and deed and for the purposes therein mentioned, Also Gilead wife of the said William Arnold 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 as her own voluntary act and deed, and not from any threat fear or compulsion of her said husband. Given under my hand and seal this 26th day of March A.D. 1838.

Saml Hamblin J.P. (Seal)

Thomas Simmons } Received for Record 26th March & Recorded 14th April 1838
Deed Trust }
Baldwin Hindmall } This Indenture made and executed this 20th day of March in the year of our Lord 1838 between Thomas Simmons of the County of Madison and State of Mississippi of the first part, Baldwin Hindmall of the County and State aforesaid of the second part, and Jesse Meek Administrator of the late Joseph Meek of the County of Davidson and State of Tennessee of the third, Witnesseth. That the said Thomas Simmons party of the first part being justly indebted to the said Jesse Meek Administrator as aforesaid in the just and full sum of seventeen hundred and thirty three 75/100 Dollars, that is to pay by two bills single the one for Eleven hundred and thirty three 75/100 dollars, dated 21st March 1837, and due One Month after date — and Credited by fifty dollars paid 21st April 1837, and by fifty Dollars paid May 6th or 7th 1837 the other for seven Hundred Dollars dated January 9th 1838 and due the 1st day of February next after date — And Whereas the said Thomas Simmons is anxious to secure to the said Jesse Meek Administrator of Joseph Meek deceased the faithful payment of the said debts, and Whereas in Consideration of such security being given, the said Jesse Meek Administrator of the said Joseph Meek deceased has agreed to and with the said Thomas Simmons to wait with him until the 1st day of January 1839. — And for the further Consideration of One Dollar to him in hand paid by the said party of the second part at and before the sealing and delivery of these presents, the said Thomas Simmons hath this day bargained and sold unto the said party of the second part, and doth by these presents, bargain and sell unto him and to his Executors administrators and assigns forever the following property to wit; One Negro Woman Slave for life Called Fanny of Black of Black Complexion aged about forty years. A negro girl Slave for life Called Eliza aged about fifteen years of Black Complexion Five Horses, to wit one Bay Mare, One Grey Horse, Two Bay Horses, And One Sorrel Horse — One Waggon and harness Five Gin Stands, Eight Beds, bedsteads & Bedding, also all the other house hold and kitchen furniture now in the possession of the said Thomas Simmons party of the first part. To Have and to Hold unto the said party of the second part, to him and his Administrators Executors & forever, and to his and their only proper use benefit and behoof. And the said Thomas Simmons for himself his heirs Executors, Administrators & doth hereby Covenant to and with the said party of the second part, that he is seized and possessed of the aforesaid described property as of his own right and the same may lawfully convey and he doth further Covenant to and with the said party of the second part, that the same is Clear and free from all incumbrances Whatever.

Nevertheless the above Conveyance is upon Trust that if the said Thomas Simmons shall punctually pay to the said Jesse Meek administrator of Joseph Meek deceased, or in Case of his death to the heirs or legal representatives of the said Joseph Meek the aforesaid sums of Money herein described, on or before the first day of January next (1839) And in Case of his failure to pay the same shall well and truly abide by and perform the Conditions herein after mentioned." That is to say" in Case of the failure of the said Simmons to pay, the said party of the second part, Trustee hereby appointed by the Mutual Consent of the parties of the first and third part, shall if so desired by the said party of the third part, proceed, giving at least fifteen days notice thereof by publication in some

public Merchantor, or by written advertisement stuck up in three public places in the County of the time and place, to sell for Cash all the above described property or so much thereof as shall be sufficient to pay and discharge the said sum of Seven teen hundred and thirty three 75/100 dollars with legal interest thereon from the time the said bills single are due, and all costs and Charges incident upon the execution of the trust herein granted. The said party of the second part being hereby acquitted and on his part agreeing to and with the parties of the first and third part, that he will ap-ply the Money arising from the sale of said property to the payment of the debts aforesaid hereby designed to be secured, and the expenses and Charges for the execution of this trust, and the Overplus if any to be refunded to the said Thomas Simmons. But if the said Simmons shall well and truly pay the said sum of Money at the time herein agreed upon, then and in that Case this Deed to be void otherwise to remain in full force and virtue.— And the said party of the second part is hereby fully authorized empowered and appointed to execute all and singular all the acts and things necessary for the full performance of the Trust herein Confided to him, and he does hereby covenant and agree to and with the other parties hereto that he will accept and faithfully per-form the Trust hereby Conferred upon him. In Witness Whereof the said parties have hereunto set their hands and affixed their seals the day and date first a-bove Written

The words "of the time and place" in the 26th line of second page interlined before Signed

Signed Sealed & delivered in presence of
Will D. Hart
Wm McBride

Thos Simmons (Seal)
Baldwin Hendrall (Seal)
Jesse Mick Admr (Seal)
of Joseph Mick Dec

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of
Madison County } the Probate Court of said County William McBride one of the subscribing Witnesses to the foregoing Deed Who being first duly sworne deposeth and saith that he saw the within named Thomas Simmons, Baldwin Hendrall & Jesse Mick admr sign seal and deliver the same as their act and deed on the day and year therein named and for the purposes therein expressed and that this deponent subscribed his name thereto as a Witness in the presence of the above named parties and in the presence of William McHart the other subscribing Witness and that they signed the same as Witnesses in the presence of each other, on the day and year therein named.

Given under my hand and seal of Office at Canton this 26th day of April AD 1838

John T. Cameron Clerk

Ephraim Taylor & wife } Received for Record 28th & duly Recorded 16th April 1838
Deed } State of Mississippi }
Zachariah Cox } Madison County } This Indenture Made this 27th day of March 1838 Between Ephraim Taylor & Nicey his wife of the first part and Zachariah Cox of the second part all of the County of Madison and State aforesaid. (Witnesseth) That the said party of the first part for and in Consideration of the sum of seventy four Dollars to them in hand paid by the party of the second part at and before the

dealing and delivering hereof the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part his heirs and assigns the following described lot or parcel of land lying and being in the County and State aforesaid, and Bracken and designated as follows. Beginning at the N.E. Corner of Section No 8 y Running thence south with said sectional line 160 poles to the 1/2 Mile Station on 1st line, thence W 26 poles to a stake, thence North 160 poles to a stake on the section line on the North boundary of said section 8, thence East 26 poles to the Beginning being the East part of the E 1/2. N E 1/4 of Section No 8 of T 10. of Range No 5 East – Containing in all twenty six acres. To Have and to Hold the above granted premises with the privileges and appurtenances thereunto belonging or in any wise appertaining to the said party of the second part his heirs and assigns. to his and their use and behoof forever, And the said party of the first part for themselves their heirs Executors and administrators do hereby covenant with the said party of the second part his heirs and assigns that we are lawfully seized in fee simple of the above granted premises and that they are free from incumbrance, and that we have a good right to sell and convey the same to the said party of the second part as aforesaid and that the said party of the first part and their heirs. Executors, and administrators will warrant and defend the same against the lawful claims of any person or persons whatsoever claiming or to claim the same, In testimony whereof the said party of the first part have hereunto set their hands and affixed their seals this day and date above written.

Signed sealed and delivered in presence of } Ephraim his X mark Taylor (Seal)
Joseph B. Smith

Nicey her X mark Taylor (Seal)

State of Mississippi }
Madison County } Personally appeared before me Samd Hamblin an acting Justice of the peace in and for said County Ephraim Taylor whose name appears to the foregoing Deed who acknowledged that he signed sealed y delivered the foregoing Deed on the day and year therein mentioned as his ~~own~~ act and deed,
Also Nicey Taylor wife of the before mentioned Ephraim Taylor whose name also appears to the above Deed who being by me examined separate and apart from her said Husband acknowledged that she signed sealed and delivered the foregoing Deed as her own voluntary act and deed, and not from any threat fear or compulsion of her said husband
Given under my hand and seal this 27th day of March A D. 1838.

Samd Hamblin J. P. (Seal)

M D. Shelby wife } Received for Record 30th March y Recorded April 16th 1838
Deed
Nicholas D Ingram }

This Indenture made the twenty second day of March One thousand Eight hundred and thirty Eight. Between Marquis D Shelby and Sarah his wife of the County of Madison and State of Mississippi of the one part and Nicholas D. Ingram of the County and State aforesaid of the other part Witnesseth

that the said party of the first part for and in consideration of the sum of Six Thousand Dollars to them in hand paid by the said party of the second part the receipt of which is hereby acknowledged hath granted, bargained, sold and delivered to the said party of the second part, and by these presents doth grant bargain, convey sell and deliver to the said party of the second part all that tract piece parcel or lot of land being and lying in the County of Madison and State aforesaid known and designated as the North West quarter, also the East half of the South West quarter, also the West half of the South East quarter, Also the South half of the East half of the North East quarter, also the South half of the West half of the North East quarter all of section Nine-teen of Township No Ten of Range Five East, containing Three Hundred Ninety Nine Acres More or less together with all and singular the hereditaments appurtenances rights, ways, Water courses and appurtenances thereunto belonging, To Have and to Hold to the said party of the second part his heirs and assigns, Administrators and Executors in fee simple forever, the title to which the said Marquis D. Shelby and Sarah his wife do hereby warrant and forever defend against them their heirs Executors administrators or assigns or any other person or persons whatever. In testimony whereof the said party of the first part hereunto set their hands and seals the day and year above Written;

Signed sealed and delivered in presence of

M. D. Shelby (Seal)
Sarah Shelby (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned an acting justice of the peace for the County aforesaid Marquis D. Shelby who acknowledged that he signed sealed and delivered the foregoing deed as his voluntary act and deed, Also Sarah his wife who after being examined separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed without fear threats or compulsion of her said husband

Given under my hand and seal this the 29th day of March A.D. 1838 before me

James T. Barry J. P. (Seal)

John Briscoe & Wife } Received for Record 2nd & Recorded 18th April 1838
Deed
Thomas B Hoover }

This Indenture made this Thirteenth day of March Eighteen hundred and thirty eight Between John Briscoe and Jane Briscoe his wife of the County of Madison and State of Mississippi of the first part and Thomas B. Hoover of the County of York and State of South Carolina of the second part Witnesseth that the said John Briscoe and Jane his wife in and for Consideration of the sum of Eleven hundred dollars to them in hand paid the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Thomas B. Hoover his heirs and assigns forever, all that parcel or lots of ground lying and being in the Town of Canton Madison County and State of Mississippi known and described as lots Number Three and Four in Square Number One as per Survey made by

the said John Briscoe. Beginning at the south corner of lot Number four on Liberty and Reading Streets and running with Reading Street Two hundred feet East to a stake at Robert Montgomery's Corner, thence with Montgomery's line North Two hundred feet to a stake or Roff's line. thence west with Roff's line. Two hundred feet to Liberty Street. thence South on Liberty Street Two Hundred feet to the beginning. and appurtenances, all the Estate, right, title, interest property and Claim of them the said John Briscoe and Jane his wife of. in and to the premises To Have and to Hold the said parcel or lots of ground hereby Conveyed with all and singular the premises. and every part and parcel thereof with the appurtenances unto the said Thomas B Hoover and his heirs and assigns forever, and the said John Briscoe and Jane his wife for themselves their heirs. their heirs. Executors. and Administrators do Covenant promise and agree to and with the said Thomas B. Hoover his heirs and assigns by these presents. that the premises before mentioned now are, and ~~shall~~ forever shall be and remain free from all former and other gifts, grants — Bargains. Sales and Charges and incumbrances whatsoever done or suffered to be done by the said John Briscoe and Jane his wife. and the said John Briscoe and Jane his wife for themselves their heirs Executors and Administrators, all and singular the premises hereby bargained and sold with the appurtenances unto the said Thomas B Hoover his heirs and assigns against the said John Briscoe and Jane his wife and their heirs and all and every person or persons whatsoever do and will warrant and forever defend by these presents,

In testimony whereof the said John Briscoe and Jane Briscoe his wife have hereunto set their hands and affixed their seals the date, the day and year above written.

All Erasures done before signing sealing and delivering this deed

John Briscoe (Seal)
Jane Briscoe (Seal)

Test W Drane
James M Payne

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of
Madison County } the Probate Court of said County the above named John Briscoe and Jane his wife who severally acknowledged that they signed sealed and delivered the foregoing Deed as their act and deed on the day any year and for the purposes therein specified. And the said Jane Briscoe wife of said John Briscoe being by me examined separate and apart from her said Husband acknowledged that she signed sealed and delivered the same as her own act and deed freely and voluntarily and without the fear threats or Compulsion of her said husband on the day and year therein named and for the purposes therein expressed.

Given under my hand and seal of office at Canton this 2nd day of April AD 1838.

(Seal)

John T. Cameron Clerk

Wm A. Robinson & Wife } Received for Record 5th & Recorded 18th April 1838
Deed } The State of Mississippi:
H. C. Bennett } Know all men by these presents that sometime in the year 1835 Harriet Carroll Administratrix of the Estate of Redman Carroll deceased late of Madison County by order of the Probate Court of said County exposed to sale at public auction according to law for the payment of the debts of the said deceased, the S½ N W¼ of Section No 15, Township No 7 of Range No 2 East containing 79.84/100 acres of land situated in the County aforesaid which was knocked off at four dollars & 50 Cents per acre, that no deed was or has ever been made for the same, Therefore. Know ye that we Williams Robinson Administrator (in right of my wife Harriet Robinson formerly Harriet Carroll administratrix as aforesaid) and Harriet Robinson administratrix of the estate of the said Redman Carroll deceased of Madison County and State aforesaid, for and in Consideration of paying and liquidating the claims and demands of H C Bennett against the estate of the said Redman Carroll deceased to the sum of seven hundred and thirty seven dollars have this day granted bargained, sold, transferred and conveyed, and by these presents do grant bargain, sell, transfer and convey unto the said H. C. Bennett of Simpson County and State aforesaid, the above mentioned S½ N W¼ of Section No 15 Township No 7 of Range No 2 East, together with all and singular the appurtenances thereunto of right belonging, which we do hereby warrant and forever defend unto the said H. C. Bennett his heirs and assigns against our selves as administrator & administratrix as aforesaid, our heirs and assigns, and against all and singular the Claim or Claims of any person or persons whatever, In testimony whereof we do hereunto set our hands and affix our seals this 4th day of September in the year AD 1837

Wm A. Robinson (Seal)
Harriet Robinson (Seal)

The State of Mississippi }
Madison County } This day personally appeared before me the undersigned Justice of the peace for said County. Williams A. Robinson who acknowledgeth that he signed the above deed to H. C. Bennett.
At the same time I have examined his wife Harriet Robinson who acknowledge that she signed the above deed as her own voluntary act & deed without fear, threats or compulsion from her husband.
Given under my hand and seal this 17th day of March 1838

Gideon Beck (Seal) J.P.

451

John S. Gooch & Wife } Received for Record 6th & Recorded 18th April 1838
Deed
R M. Williamson } This Indenture made and entered into between John S. Gooch and Martha his wife of the first part and R. M. Williamson of the second part Witnesseth: that for and in Consideration of five hundred dollars in hand paid, the 1st parties of the first part have bargained, sold and conveyed unto the

Jd R. M. Williamson and do by these presents bargain sell & convey unto the Jd second party the following lots in the Town of Madisonville Madison County and State of Mississippi (Viz) Lots No 43, 44 & 45 in Square No 5. To Have & to Hold in fee simple forever the above lots to the only use of him the said R M Williamson his heirs and assigns - In Witness whereof we have hereunto set our hands and seals this 27th of Novr 1837

Jno. A. Gooch (Seal)
Martha Gooch (Seal)

The State of Mississippi }
Rankin County } Personally appeared before me Charles A Folsom an acting justice of the peace in and for said County John A Gooch who acknowledged that he signed sealed and delivered the within ~~as his~~ act and deed and also personally appeared the within named Martha Gooch who being examined separate and apart from her said husband acknowledged that she also signed sealed & delivered the within without fear or threat from her said husband for the use & purposes therein contained, Given under my hand and seal this 27th November 1837

Chas. A Folsom J.P. (Seal)

By Alexander G. McNutt
Governor of the State of Mississippi

To all who shall see these presents, Be it known, that Charles A Folsom was an Acting justice of the peace on the 27th day of November 1837, in and for the County of Rankin and that full faith and Credit are due to all his acts as such

Given under my hand, and the Great seal of said State at Jackson the 29th day of March 1838

(Seal)
A. G. McNutt

By the Governor
Barry W Benson Secretary of State

E Kilpatrick & Wife } Received for Record 6th & Recorded 18th April 1838
to
R. M. Williamson }

This Indenture made the 9th day of September AD one thousand eight hundred and thirty four between Elisha Kilpatrick and Mesponi M. his wife of the first part, and R. M. Williamson of the second part. Witnesseth that the said parties of the first part for and in consideration of the sum of three thousand dollars to them in hand paid by the said party of the second part, the receipt whereof they do hereby acknowledge, hath granted, bargained, sold, released and confirmed unto the said party of the second part, and to his heirs and assigns forever, the following described lands (Viz) The West half of the South East quarter, of section twelve, also the North West quarter of section twenty six also the East half of the South East quarter, of section twenty six, also the North half of the West half of the South East quarter of section twenty six, also the North half of the East half of the South West quarter of section twenty six, also the East half of the North East quarter of section twenty seven, and also twenty acres lying and described as follows (Viz) beginning at the North West corner of the East half of the South East quarter of section twenty seven and running South twenty

poles, then East one hundred and fifty poles, then North twenty poles, then West one hundred and fifty poles, to the beginning. All the above tracts or pieces of land taken together containing five hundred acres more or less, and all being in Township No Nine and Range No One West, in the District of Choctaw, in the County of Madison and State of Mississippi. Together with all and singular the hereditaments and appurtenances whatsoever to the same belonging or in any wise appertaining, and the said parties of the first part doth hereby for themselves their heirs, Executors and administrators, covenant promise and agree to and with the said party of the second part, his heirs, Executors, administrators and assigns, that the said party of the second shall and may peaceably hold and enjoy the said land and premises without disturbance of the said parties of the first part their heirs or assigns or any other person or persons lawfully claiming the same.

In Witness whereof we have hereunto set our hands and seals the day and year first above written,

Elkhue Kilpatrick (Seal)
M. H. Kilpatrick (Seal)

State of Mississippi }
Hinds County } Be it remembered that on the 9th day of September A.D. One thousand eight hundred and thirty four Came before me Joel Gray one of the Justices of the peace in & for said County the within named Elkhue Kilpatrick and Missouri H. his wife known to me to be the persons described in and who have executed the within deed and acknowledged that they severally signed sealed and delivered the said deed for the uses and purposes therein mentioned; and the said Missouri H. being by me privately examined, apart from her said husband acknowledged that she executed the said deed freely without any fear or compulsion of her said husband: all which I do accordingly certify, according to the statute in such case made and provided.

Given under my hand & seal this 9th September 1834

By Alexander G. McNutt
Governor of the State of Mississippi

Joel Gray J. P. (Seal)

To all who shall see these presents, Be it Known that Joseph Gray was an acting Justice of the peace on the 9th day of September 1834 in and for the County of Hinds and that full faith and Credit are due to all his acts as such.

Given under my hand, and the great seal of said State at Jackson the 29th day of March 1838

(Seal)

By the Governor
Barry W Benson Secretary of State.

A. G. McNutt

Leroy Moore et. al } Received for Record & Recorded April 19th 1838
And
George H Rodgers }

This Indenture made & entered into this Seventeenth day of April One thousand eight hundred and thirty eight between Leroy Moore & Laura his wife, Joseph Moore & Eupandra his wife, Andrew Moore & Thomasina Elizabeth his wife, Thomas Ellison & Mary his wife & William Moore party of the first part and George H. Rodgers party of the second part, of the County of Madison

State of Mississippi } Personally appeared before the undersigned an acting Justice of the peace in and for said County - James H. Mayfield who being duly sworn on oath states that Elkhue Kilpatrick, whose name is
Madison County } signed to the within deed is well known to him - and that he has examined the signatures of said Kilpatrick and
Elkhue Kilpatrick & his genuine signature to the foregoing deed, is in fact his handwriting & believe
sworn to & subscribed before me this 27th August 1839 } Received for Record
James H. Mayfield J. P. } Mayfield J. P. } Recorded Sept 2nd 1839

State of Mississippi Witnesseth: That the said party of the first part for and in consideration of the sum of Two hundred & twenty dollars the receipt whereof is hereby acknowledged has granted, bargained, sold, conveyed & confirmed, and by these presents do grant, bargain, sell, convey, and confirm unto the said party of the second part his heirs and assigns forever, the following lots or parcel of land described as follows, lying & being in the Town of Moores Bluff in the County and state aforesaid Square Number One, Lot Number Three - together with all and singular the appurtenances, estate, right, title interest property & claim of them, the said party of the first part of in and to the same To Have and to Hold the lot or parcel of land hereby conveyed unto the said party of the second part, his heirs and assigns forever; & the said party of the first part for themselves their heirs Executors and Administrators do covenant promise and agree to & with the said party of the second part, their heirs and assigns forever, by these presents, that the premises before mentioned now are & shall forever hereafter remain free from all former and other gifts grants, bargains, sales, charges, and Incumbrances whatsoever done or suffered to be done by the said party of the first part & the said party of the first part, their heirs, Executors and Administrators all and singular the premises hereby granted, bargained & sold unto the said party of the second part his heirs and assigns forever against the said party of the first part and all and every other person or persons whatsoever doth and will warrant and forever defend. In Witness whereof the said party of the first part hath hereunto set their hands and affixed their seals day and date above written

Signed sealed & delivered
in presence of
David Sutherland
Jno W Cooke
Jno W Burns

Leroy Moore (Seal)
Lorenzy Moore (Seal)
Joseph Moore (Seal)
Cassy ann Moore (Seal)
Anderson Thompson (Seal)
Elizabeth Thompson (Seal)
Thomas P Ellison (Seal)
Mary Ellison (Seal)
William Moore (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the peace Leroy Moore & Laura his wife Joseph Moore & Cassandra his wife Anderson Thompson & Elizabeth his wife. Thomas Ellison and Mary his wife & William Moore who severally acknowledged that they signed sealed and delivered the foregoing instrument of writing as their act and deed for the use and purposes therein mentioned And also at the same time Laura wife of Leroy Moore, Cassandra wife of Joseph Moore, Elizabeth wife of Anderson Thompson, Mary wife of Thomas Ellison who being separate and apart from their husbands examined, acknowledged that they signed sealed & delivered the foregoing instrument as their act and deed freely & voluntarily without any fear threat or compulsion of their said husbands — Given under my hand & seal this 17th April 1838

David Sutherland J.P. (Seal)

John A. Hackett } Received for Record 6th & Recorded 19th April 1838
Deed }
David W. Healy } This Indenture made and entered into this twenty third day of October in the year of our Lord Eighteen hundred and thirty seven. Between John A. Hackett and Margaret his wife of the one part and David W. Healy of the other part, all of Madison County and State of Mississippi Witnesseth, That the said Hackett and wife, for and in Consideration of Seventy eight hundred dollars to them in hand paid by said Healy the receipt whereof is hereby acknowledged have bargained, granted, and sold, and do hereby bargain, grant, sell and convey unto said Healy, his heirs and assigns forever, the following land in said County Namely the West half of North west quarter, West half of South East quarter, East half of South West quarter, and North half of West half of South West quarter, of Section thirty two, of Township seven and Range two East, Containing Two hundred and Eighty acres, more or less together with any and all appurtenances thereto belonging And said Hackett and wife shall and will Warrant unto said Healy his heirs and assigns, a good and sufficient title in fee simple to the lands and appurtenances aforesaid, free from all lawful Claims whatever, In testimony whereof we have hereto set our hands and seals this day and year first above written.

Witness
State of Mississippi } J. A. Hackett (Seal)
Madison County } Margaret Hackett (Seal)

The before named John A. Hackett this day personally appeared before me T. D. Salmon an acting justice of the peace in and for said County, and acknowledged that he signed, sealed and delivered the deed hereto annexed for the Conveyance of real Estate to David W. Healy, on the day and year therein mentioned as his act and deed;

Given under my hand and seal this 23rd day of October 1837
T. D. Salmon J. P. (Seal)

The State of Mississippi }
Madison County } I Charles Moore a justice of the peace for said County certify that I have this day separate and apart examined Margaret Hackett who says acknowledges that she signed the written deed as her voluntary act & deed without fear, threats or compulsion from her husband.

Given under my hand & seal this 14th of March 1838
Charles Moore, J. P. (Seal)

vol

Jacob C. Jones } Received for Record 9th & Recorded 19th April 1838
Trust Deed } The State of Mississippi } April the 5th day 1838
Gideon Bass } Madison County }

This Indenture made and entered into this the day & date above written Witnesseth: that whereas Gideon Bass has notes against me Jacob C. Jones for a Considerable sum, and whereas the said Bass is my security to Ayer & Ivam. And the said Bass having been sued & judgement obtained against him the said Bass for the sum of Two hundred & ninety five dollars as these records having reference to the above named papers will more fully show, and the said Jacob C. Jones being honestly desirous to secure the said Bass from any loss or —

damages. I the said Jacob L. Jones do this day transfer & convey unto the said Bass his heirs & assigns forever all of my right, title & interest that I have or ever had or may have unto all the passers, moneys & property both real & personally & of every other description whatsoever in the hands of Nathaniel M. Taylor & conveyed unto the said Taylor, Lessee Bass & Edwin Bass to secure them for the payment of a debt wherein they became main & Melissa Canels security. Now so soon as the said transfer is complied with as the law directs in said transfer, or as far as said transfer may be lawfully entitled (& no further) I do hereby authorize and appoint the said G. Bass to Receive the said Money, passers & other property from all & every person whatsoever & to make use of my name if necessary for the recovery of the same to him the said Bass his heirs & assigns forever, for the purpose as above named & the said Bass is authorized to receipt & be receipted and to do all other lawful acts about the premises as fully & amply as I could do myself, to sue in my name if necessary, and to do all other lawful acts, so as to secure him the said Bass from any loss or injury, ratifying and confirming whatsoever the said Bass may lawfully do.

In testimony hereof I have hereunto Irrevocably set my hand and seal this the day & date above written

Signed Sealed & delivered in presence of

Test Jefferson Hughes

Test M. C. Moore

J. C. Jones (Seal)

The State of Mississippi } Personally appeared before me John D. Cameron Clerk of the
Madison County } Probate Court of said County Jefferson Hughes one of the subscribing witnesses to the foregoing instrument who being first duly sworn deposeth and saith that he saw the above named Jacob L. Jones signed seal and deliver the same as his act and deed, & that he signed said instrument as a witness in presence of said Jones and in presence of M. C. Moore the other subscribing witness who also signed his name as a witness thereto in in presence of said Jones and in presence of this deponent on the day and year therein mentioned, and for the purposes therein expressed.

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

(Seal)

John D. Cameron Clerk

John W. Miller & wife } Received for Record 7th & Recorded April 19th 1838
Deed
B. W. M. Minter } This Indenture Made the twentieth day of March in the year of our Lord One Thousand Eight hundred and thirty eight Between John W. Miller of Madison County and State of Mississippi farmer and Malinda his wife of the One part and B. W. M. Minter of the County and State aforesaid Physician of the other part, Witnesseth that the said John W. Miller and Malinda Jane his wife for and in Consideration of the sum of Two thousand dollars to them in hand paid by the said B. W. M. Minter, at and before the ensealing and delivering

hereof the receipt whereof they do hereby acknowledge and therefore acquit and forever discharge the said B.M.M. Minter his heirs Executors and administrators, by these presents have granted, bargained, sold, alienated, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm unto the said B.M.M. Minter, and to his heirs and assigns all that Messuage known and designated as the East half of South West quarter, West half of South East quarter all of section No 14 of township No 10 of Range No 4 East, containing altogether 160 4/100 acres more or less. Together with all and singular other the houses, out houses, buildings, fences, stables, Mills, woods, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging or in anywise appertaining, and the reversion and remainders rents issues and profits thereof, and also all the Estate, right, title, interest, property claim and demand whatsoever of them the said John W Miller and Malinda Ann his wife in law or equity, or otherwise howsoever, of, in, to or out of the same, To Have and to Hold the said Messuage or tenement and tract of One hundred and fifty acres of land more or less, hereditaments and premises hereby granted or mentioned or intended so to be, with the appurtenances unto the said B.M.M. Minter his heirs and assigns to the only proper use and behoof of the said B.M.M. Minter his heirs and assigns forever.

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day & year above written

Acknowledged before me an acting justice of the peace for the County of Madison and State aforesaid this 19th day of March 1838 — John W Miller (Seal)

Test James M. Baker J.P. — Malinda A Miller (Seal)

State of Mississippi
Madison County — Personally appeared before me the undersigned a acting justice of the peace in and for said County and State aforesaid, Malinda Ann Miller the wife of John W Miller and after a private examination, separate and apart from her said husband the said John W Miller and acknowledged that she signed sealed and delivered the within Indenture to be her voluntary act and deed also relinquishes all her dower, right title and claim to the within named premises, without fear, threat, reward, or compulsion of her husband the said John W Miller.

Given under my hand and seal this 19th day of March 1838

James M. Baker J.P.

Thomas Spell admr — Received for Record the 9th & Recorded 19th April 1838
Deed
Gideon Bass — This Indenture made & entered into this the twenty fourth day of March A.D. 1838 between Thomas Spell of the County of Hinds State of Mississippi as the administrator of James. D. Foulks decd of the one part, & Gideon Bass of the County of Madison & State aforesaid of the other part Witnesseth. that whereas the said Thomas Spell administrator as aforesaid, hath agreeably to an order of the Court of Pearl River County & State aforesaid, proceeded to sell the within named, described lands to the highest bidder & the said Bass becoming the last & highest bidder the said lands was knocked off to the said Bass for the sum of four hundred & fifty four dollars & 30 cents said lands described

as followeth to wit. the W½ N.E¼ of section No 4 Township No 6 of Range No 3 East containing 75 16/100 acres. The West ½ of the North W¼ section No 3 Range 3. E Township No 6 Containing twenty five 44/100 acres The South E¼ of the N. E¼ of section No 4. Township No 6. Range 3 E. I the said Thomas Spell as administrator as aforesaid do for and in Consideration of the sum above named to me in hand paid by the said Bass warrant & forever defend the right & title of the said lands to — free & clear unto the _____ from the demands of all & every other person whatsoever unto the said Gideon Bass his heirs & assigns forever. In testimony I have hereunto set my hand & affixed my seal this the day & date above written

Signed Sealed & delivered in presence of
Miles M Inmis
Prior P. Bunch

Thomas Spell adm. (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County } Probate Court of said County the above named Thomas Spell and acknowledged that he as Administrator of James. O. Hooks deceased signed sealed and delivered the foregoing deed as his act and deed as adm. as aforesaid 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 April A.D. 1838

(Seal)

John T. Cameron Clerk

Hinds Co.

W. J. E. Stuart } Received for Record the 11th & Recorded 20th April 1838
Agreement }
George C. Porter } Whereas Stuart and Mitchell the firm composed of Oscar J. E. Stuart & Wm H. Mitchell sign sealed and deliver a Certain Deed of Trust by them made on the 13th day of April in the years of our Lord One thousand Eight hundred & thirty six in which said Deed Daniel P. Perkins was appointed Trustee for the use and benefit of George C. Porter, and which said deed of Trust was deposited in the Clerks office of the Probate Court of the County of Madison & State of Mississippi on the 26th day of April A.D 1836. and Recorded in said office on the first day of July A.D 1836 in Book of Deeds L Page 634 & 635.

Now Know ye, that I Oscar J. E. Stuart for myself my heirs. Executors and Administrators. have and do by these presents, forever release and discharge all Errors. technicalities, informalities, and irregularities. both for myself as aforesaid. and also on the part of Stuart and Mitchell jointly and severally. and the said Daniel P. Perkins at the request of the said George C Porter may and is hereby empowered to sell the lands described in the said deed of Trust according to the provisions and manner described in the said Deed of Trust, and I do hereby Covenant with the said George C Porter for myself and on the part of Stuart and Mitchell forever to release all informalities in the signing of said Deed of Trust. and all other irregularities. and technicalities whatsoever. and that the same deed of Trust shall be a Mortgage with the power of sale according to its provisions. both at law and in equity. Any thing to the Contrary Notwithstanding, and further Covenant & with the said Porter that in Case of a-

sale of said land under the said Mortgage. shall and hereby will forever defend and take from me my heirs. Executors, administrators and assigns all my right title and interest in the said land both at law and in equity and to the same shall forever remain, and hold against me as aforesaid and against the firm of Stuart and Mitchell.

In testimony whereof I have hereunto set my hand and seal this 10th day of April 1838

Signed sealed & delivered in presence of } Oscar J. C. Stuart (Seal)
W. P. Perkins
John G. Ott.

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County the above named Oscar J. C. Stuart and acknowledged that he signed. Sealed and delivered the foregoing instrument as his own and the act and deed of Stuart & Mitchell on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton this 31st day of April 1838

(Seal) John T. Cameron Clerk

W. M. Yates } Received for Record the 11th & Recorded 24th April 1838.
Deed } State of Mississippi }
Newman & Beck } Madison County } This Indenture made and concluded this Seventh day of April A.D. 1838 Between Warner M. Yates of the County of Henry and State of Tennessee of the first part, and Francis Newman of the County of Madison State of Mississippi and William C. Beck of the County of Henry and State of Tennessee of the second part; Witnesseth that for and in consideration of the sum of Forty Thousand Eight hundred Dollars the receipt whereof is hereby acknowledged. the said Warner M. Yates hath this day, bargained, sold, aliened, enfeoffed and conveyed and by these presents doth bargain, sell, alien, enfeoff and convey to the said Newman and Beck a certain tract or parcel of land situate lying and being in the County of Madison, State of Mississippi, Containing Four thousand and fifty acres, more or less, to wit the East half of section five. the East half of the South West quarter of section five, North East quarter of section Eight The East half of the North West quarter of section Eight & The East half of section Nine, the North West quarter of section Nine, The North west quarter of section ten and the East half of the South West quarter of section ten, all in Township Eight of Range two East, To Have and to Hold the above described land together with all the appurtenances hereditaments and improvements thereunto belonging. The title to the above described premises the said Warner M. Yates hereby binds himself his heirs, administrators, Executors & to warrant and defend to the said Newman and Beck against the Claim or Claims of all other persons whatsoever, In testimony whereof the said Warner M Yates has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered in presence of
G. M. Forsyth
Riley Tolles
L. Lambeth

W. M. Yates (Seal)

State of Mississippi } Personally appeared before me John J. Cameron Clerk
Madison County } of the Probate Court of said County L. Lambeth one of
the subscribing Witnesses to the foregoing Deed who being duly sworn deposeth
and saith that he saw the above named Warner M. Gates signed seal and
deliver the said deed and acknowledged the same to be his act and deed on
the day and year and for the purposes therein specified, and that the said
Gates signed the said deed in presence of this deponent and of G. M. Terrill
and Riley Sollas the other subscribing Witnesses thereto and that they
subscribed the same as Witnesses in presence of said W. M. Gates and in
presence of each other on the day and year therein named.

Given under my hand and seal of Office at Canton
(Seal) this 11th day of April A.D. 1838.

John J. Cameron Clerk

James Armstrong } Received for Record 12th & Recorded 20th April 1838.
Deed } State of Mississippi }
William McMillie } Madison County } Know all men by these presents
that I James Armstrong of the County and state aforesaid in consideration
of the sum of two thousand eight hundred and ninety eight dollars to me in
hand paid by William McMillie of the District of Kershaw, State of South Carolina
the receipt whereof is hereby acknowledged by these presents do grant bargain
and convey unto the said William McMillie his heirs and assigns the following
described parcel or tract of land, viz. the W½. N.W¼. & N½ E½. N.W¼ quarter
of section No 6 in Township No 11 N of Range No 3 East, Containing 116 100
acres, and Lot No One of section No One Township No Eleven of Range No 4 E
containing fifty five 36/100 acres, and the S½ of W½ of South west quarter of
section No thirty one in township No twelve N of Range No five East. Containing
thirty nine and 78/100 acres. To Have and to Hold the above granted pre-
mises, with the privileges and appurtenances thereunto belonging to the said
William McMillie his heirs and assigns to his and their use and behoof
forever. and I James Armstrong for my self, my heirs my Executors and
administrators do hereby covenant with the said William McMillie his
heirs and assigns, that I am lawfully seized in fee of the above granted
premises, that they are free of all incumbrances, that I have a good right to sell
and convey the same to the said William McMillie aforesaid, and that I will and
my heirs, administrators & Executors shall warrant and defend the same against
the lawful claims of any person or persons, In Witness Whereof I the said
James Armstrong have hereunto set my hand and seal this the thirteenth
of December Eighteen hundred and thirty seven

Attest
James S. Wade
Bailey Martin

James Armstrong (Seal)

State of Mississippi } Personally appeared before me Sand Hamblin
Madison County } an acting justice of the peace in and for said
County James Armstrong who acknowledged that he signed sealed

and delivered the foregoing deed on the day and year therein mentioned as his own act & deed

Given under my hand and seal this 30th day of December A.D. 1837

Saml Hazzelblir J.P. (Seal)

John L. Ratliff } Received for Record & Recorded April 21st 1838
Ad
George A. Grant }

Know all men by these presents that this Indenture made and entered into this 20th day of April A.D. 1838. Witnesseth that John Ratliffe & Catharine his wife hath for and in consideration of the sum of One thousand dollars to them in hand paid by Geo A. Grant at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have granted, bargained, sold, released & confirmed and by these presents do grant, bargain, sell and confirm unto Geo A. Grant, his heirs and assigns forever all the estate, right title, interest, claim and demand whatsoever of, in, to or out of a certain tract or parcel of land situated in — County of Madison, State of Mississippi, lying and being the South West quarter of Section twenty, Town Township Ten North of Range five East, containing One hundred and Sixty and Eighty seven one hundredths acres more or less, together with all and singular the rights, members and appurtenances thereunto belonging or in any wise appertaining thereto. To Have and to Hold the said Tract of land, hereditaments and premises hereby granted or mentioned or intended to be to be unto the said Geo A. Grant, his heirs and assigns forever, and against all and every other person or persons claiming or to claim by from or under him, them or any of them shall and do warrant and forever defend by these presents

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

John Ratliff (Seal)
Catharine her mark Ratliff (Seal)

State of Mississippi }
Madison County } Personally appeared before me the undersigned an acting justice of the peace for said County John Ratliffe who acknowledged he signed, sealed and delivered the foregoing deed as his voluntary act and deed. Also Catharine his wife who after being examined separate and apart from her said Husband acknowledged that she signed, sealed and delivered the foregoing as her voluntary act and deed without fear, fear threats or compulsion of her said husband

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

James H. Berry J.P. (Seal)

John Briscoe & wife Deed Recorded for Record 12th & Recorded 21st April 1838

M & G Calhoun

This Indenture made and entered into this 9th day of April 1835 between John Briscoe and Jane Briscoe his wife of the one part and Mitchell Calhoun and George Calhoun of the other part all of the State of Mississippi Witnesseth: That for and in Consideration of the sum of Twelve hundred dollars in hand paid by the said Mitchell & George Calhoun to the parties of the first part, the receipt whereof they do hereby acknowledge, they the parties of the first part have this day bargained and sold, and by these presents do bargain and sell, alien and convey unto the said Mitchell and George Calhoun, a certain tract or parcel of land lying and being in Madison County in the State of Mississippi, and South of and adjoining the Town of Canton and bounded as follows to wit: Beginning at the Southwestern Corner of a small tract of land adjoining Canton heretofore conveyed by said Briscoe and wife to said Calhoons which said South west Corner aforesaid is four hundred feet due west, from the South East Corner of the west half of the South west quarter of Section Number 19 Township Number Nine in the Range Number Three, East in the Choctaw purchase, Thence running due West Nine hundred and twenty feet to a stake thence due North thirteen hundred feet, thence due East with the Southern limits of the Corporation of Canton as is supposed four hundred and ~~sixty feet to a stake being the~~ North West Corner of Mr Aglesby's small tract of land purchased of said Briscoe, thence due South five hundred and fifty feet to his South western Corner, thence due East, four hundred and fifty feet to a stake on said Calhoons line of the tract of land they heretofore bought of said Briscoe, thence due South Nine hundred feet to the beginning. But it is understood that there is reserved & excepted of this land fifty feet on the Eastern line provided the Road from Canton to Jackson by legal authority is located thereon, but if said road is not located thereon then said Calhoons are to have said land and this exception & reservation is to stand for naught. To Have and to Hold the said tract of land aforesaid (subject to the conditional reservation aforesaid) to them the said Mitchell and George Calhoons and their heirs forever, with all its appurtenances. And the said Briscoe and wife Covenant that they are lawfully seized of said land and have a good right to sell & convey the same and they warrant and defend the same to the said Mitchell and George Calhoon against the Claim of themselves and all other persons. In testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals the day & year first above written

John Briscoe (Seal)
Jane Briscoe (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John S. Cameron Clerk of the Probate Court of said County the above named John Briscoe and Jane Briscoe his wife who severally acknowledged that they signed, sealed and

delivered the foregoing Deed as their act and deed on the day and year and for the purposes therein specified – And the said Jane Briscoe wife as aforesaid being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her own act and deed freely and voluntarily without the fear threats or compulsion of her said husband.

Given under my hand and seal of Office at Canton this 13th day of April A.D. 1838

(Seal)

John T. Jameson Clerk.

111.

S. M. Winter
Mortgage
Real Estate Bank of Hinds County
State of Mississippi

Received for Record April 27th 1838
Recorded April 28th 1838

This Indenture made and entered into this 27th day of April in the year of Our Lord, One thousand Eighty hundred and thirty eight by and between S. M. Winter of the County of Farrell and State of Mississippi of the first part, and the President and Directors of the "Real Estate Banking Company of Hinds County" and their successors in office as they shall be subsequently appointed or elected from time to time of the second part, Witnesseth that, whereas the said S. M. Winter has become a member of the association and Stockholder in the Capital Stock of the "Real estate Banking Company of Hinds County" to the number of Thirty Shares of One Hundred Dollars each, making in the whole amount the sum of Three Thousand Dollars, and the said S. M. Winter being owner in his own right of Real estate in the County of Madison and State of Mississippi and in pursuance of the Bond and articles of association of the said "Real Estate Banking Company of Hinds County" whereby the payment of the Stock thus subscribed shall be secured by Bond and Mortgage upon unincumbered Real Estate executed by the party subscribing for said Stock, And whereas the said S. M. Winter having signed sealed and delivered to said President and directors aforesaid the Bond as required by the said Bond and articles of association aforesaid and being desirous still further to secure the payment of the said Stock subscribed for as aforesaid punctually at the times and periods prescribed in and by said Bond and articles of association and to bind and render his heirs, Executors, Administrators and assigns liable liable according to the tenor and effect and true intent and meaning thereof in conjunction with each and every stockholder of the said Capital Stock of said "Real Estate Banking Company of Hinds County" to all and singular the holders of the Notes bills, Checks, and other liabilities of the said "Real estate Banking Company of Hinds County" now existing or which may hereafter exist, at any time during the period of fifteen years the time prescribed in the bond and articles of association aforesaid of said "Real Estate Banking Company of Hinds County" Now Therefore this Indenture Witnesseth that the said S. M. Winter of the first part, as well for and in consideration of the premises aforesaid, as for the fair true Consideration of one Dollar to

the said T.W. Winter of the first part, in hand paid by the said President and Directors of the second part before the signing, sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and conveyed and by these presents do grant bargain sell and convey unto the said President and Directors of the Real Estate Banking Company of Hinds County and their successors as aforesaid a certain tract or parcel of land lying and being in the County of Madison and State of Mississippi and containing by Estimation 30 acres more or less and more particularly known and described in the general plan of the Town of Madisonville in the County of Madison and State of Mississippi as Lot No 175. 177 & 400 except a small portion sold off by William T. Walker to together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining, together with all the Estate right, title and interest, property claim or demand of the said T.W. Winter his heirs or assigns: To Have and to Hold the said described lots or parcels of land, with the hereditaments and appurtenances unto the said President and Directors and their successors as aforesaid to the only proper use and behoof of the said President and Directors and their successors in office as aforesaid forever;— Provided Nevertheless if the said T.W. Winter, his heirs Executors or administrators shall well and truly pay off discharge and satisfy the Bond aforesaid signed sealed and delivered by the said T.W. Winter as aforesaid and well and truly pay and satisfy the said President and Directors and their successors as aforesaid for the stock subscribed for by the said T.W. Winter, at the times and periods when the same shall become due and payable, and well and truly pay off and discharge all the notes, Bills, Checks and other liabilities of the said Real Estate Banking Company of Hinds County— Then and from thence forth as well this present Indenture and the Estate hereby granted as the Bond aforesaid shall cease, determine, and become absolutely null and void any thing herein contained to the contrary notwithstanding. But upon a failure to do and perform any of the things herein specified by the said T.W. Winter his heirs, Executors, Administrators or assigns, this Indenture shall remain in full force and effect in law and Equity: And the said T.W. Winter for himself his heirs, Executors and administrators will forever warrant and defend the title to the said land and premises herein described to the said President and directors and their successors in office as aforesaid against the Claim or Claims of any person or persons whatever.

In testimony whereof the said T.W. Winter has hereunto set his hand name and affixed his seal, this day and year first above written,

T.W. Winter (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 T.W. Winter who acknowledged that he signed sealed and delivered the within and foregoing Deed of Mortgage as his 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 28th day of April A.D. 1838

John T. Lamar Clerk

(Seal)

Thomas P McBlair } Received & Recorded April 30th 1838
Power Attorney
John H. McBlair } Know all men by these presents that I Thomas P. McBlair of the County of Madison and State of Mississippi have made nominated and appointed, and by these presents do make nominate and appoint John H. McBlair of the County and State aforesaid, my true and lawful attorney for me and in my name to do and execute all and every thing in regard to my business in this State of every nature whatsoever, and more especially to attend to and transact my business in the Citizens Bank of Madison County, located at Canton in said State, And I do further authorize and empower him my said attorney in fact in my name and for my use, to sign my name under seal to any instrument of writing in the transaction of my business that may be necessary, and to do all lawful acts and things whatsoever concerning the premises as fully and in every respect as I myself might or could do were I personally present, and I doth bind myself to ratify and confirm all and every act that my said attorney shall in my name lawfully do in the premises.

In testimony whereof I have hereunto set my hand and seal this 18th day of January A.D. 1838.

Thos. P. McBlair (Seal)

State of Mississippi }
Madison County } Personally appeared before me T. S. Salmon a justice of the peace in and for said County Thomas P. McBlair and acknowledged that he ~~[illegible]~~ signed and delivered the forgoing power of attorney as his act and for the purposes therein contained

Witness my hand and seal this 18th day of January 1838

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

T. P. McBlair } Received & Recorded April 30th 1838
Deed
J. H. McBlair } Know all men by these presents that I Thomas Parker McBlair formerly of Madison in Madison County and State of Mississippi but at present residing in the City of Baltimore and State of Maryland for and in consideration of the sum of Five hundred dollars Current money to me in hand paid at and before the sealing and delivery hereof by John Hollins McBlair of the Town County and State first aforesaid, have bargained and sold, aliened assigned and made over and by these presents do bargain and sell, alien assign and make over unto the said John Hollins McBlair his Executors, administrators, and assigns, all my right title interest and estate as partner or otherwise in and to all the goods and Merchandises, Book debts, accounts, Bills —

Bonds, promissory notes and securities and generally, to all Chattels and Choses in action of what nature or description soever belonging to the partnership at present carried on and existing at the said Town of Sharon between the said John and myself under the name & firm of J. P. & H. McBlair. To Have & to hold the said Goods & Merchandize book-debts, Accounts, bills, bonds, promissory notes and securities Chattels & Choses in action unto the said John Hollins McBlair his executors, administrators and assigns to and for his and their only proper use and behoof forever. In testimony whereof the said Thos. P. McBlair has hereunto set his hand and affixed his seal this 30th day April 1838

Thos. P. McBlair (Seal)
per J. H. McBlair

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 H. McBlair who acknowledged that he signed sealed and delivered the foregoing written instrument as his act and deed as attorney in fact for Thomas P. McBlair on the day and year and for the purposes therein specified.

Given under my hand and Seal of Office at Canton this 30th day of April AD 1838

(Seal)

John T. Cameron Clerk

William Tucker }
Deed Trust }
D. R. Patrick }

Received for Record April 28th & Recorded April 30th 1838

State of Mississippi }
Madison County } This Indenture made and entered into this 28th day of April 1838 between William Tucker of the first part, David R. Patrick of the second part and William H. Tucker & John T. Tucker and other children of the said William Tucker & Sarah his Wife (all of the County and State aforesaid) of the third part Witnesseth, that the said William Tucker in Consideration of his natural affection for the said William H. & John T. Tucker and his other Children; and for the further Consideration of Ten Dollars in hand paid by the said David R. Patrick the receipt whereof is hereby acknowledged, has this day bargained and sold and does hereby bargain and sell unto the said David R. Patrick, his heirs and assigns forever, the following personal property to wit, One Negro Girl Ann aged 18 years, One Child Lim 2 years old, and a Negro Girl Charlotte aged 15 years, all slaves for life also two sorrell horses, 2 yoke of steers, & Wagon, 4 Cows and Calves, 4 yearlings, 28 head of Hogs, and all the house hold furniture of which the said William Tucker is now possessed. In Trust Nevertheless, and this Conveyance is made upon the following stipulations & Conditions to wit: It is Covenanted and agreed by the said parties with each other that the said William Tucker & his heirs shall keep and retain quiet possession and enjoy the exclusive use of said property until the 19th day of September 1858 at which time the said William H. Tucker will have arrived at the age of Twenty one years, when the said David R. Patrick or his legal-

representatives shall take possession of the above described property and all the increase thereof, and shall immediately apportion the same between all the three legitimate children of the said William Tucker and Sarah his wife, or their ~~or their~~ heirs or legal representatives share and share alike, And it is further stipulated & agreed that in the event of any of the said Children of the said William Tucker & Sarah his wife being minors, or otherwise incapable of holding property of their own right, on the day and date last aforesaid, then the said David R. Patrick shall deliver the share of said Children to their natural or legal Guardian.

As witness our hands and seals this day and year first above mentioned.

Test

T. C. Tupper

Wm Tucker (Seal)

David R. Patrick (Seal)

State of Mississippi } Personally appeared before me T. S. Salmon justice
Madison County } of the peace of said County the said William Tucker & David R. Patrick whose names appear signed to the foregoing instrument who acknowledged that they signed & sealed the same as their act & deed, Given under my hand and seal this 28th day of April 1838

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

Peter LeGrand } Rec^d for Record April 28th & Recorded April 30th 1838
Deed
John N. LeGrand } Know all men by these presents, that I, Peter LeGrand of the County of Madison & State of Mississippi for and in consideration of the sum of Four Thousand Dollars to me in hand paid by John N. LeGrand of the County & State aforesaid have this 28th day of April 1838 bargained sold, deeded & conveyed, and by these presents do bargain sell & convey to said John N LeGrand his heirs and assigns certain tracts or parcels of land lieing & being in the County & State aforesaid, and known as Lot No 6. Section 4. Township 7. Range 3 East containing Eighty seven acres. Lot No 2 Section No 6. Township No 7 Range 3 East, Lot No 3, Section No 6. Township No 7. Range 3 East, South 1/2 of the East 1/2 of the South W 1/4 of Section No 31 Township No 8. Range No 3 East. North half of the East 1/2 of the S W 1/4 of Section 31. Township 8 Range 3 E. and the South 1/2 of the West 1/2 of the South East 1/4 of Section 31. Township No 8. R No 3 E the right and title to which said tracts of parcels of ground I hereby bind myself my heirs and assigns forever to defend to said John N LeGrand his heirs and assigns against the Claim or Claims of all persons whatever.

In testimony whereof I have signed sealed and delivered this Deed on this 28th of April 1838

Test

P. LeGrand (Seal)

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

the above named Peter Lelyrand who acknowledged that he signed sealed and delivered the forgoing 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 April AD 1838
John T. Cannon Clerk

Peter Lelyrand } Rec^d for Record April 28 & Recorded April 30th 1838
Bill of Sale
John N Lelyrand } Rec^d April 28th 1838 of John N Lelyrand of the County of Madison and state of Mississippi One hundred dollars in payment for One fifth part of the value of a negro woman Aggy aged about fifty of light yellow Colour, the other four fifths of her value ~~belonging~~ of right belonging to my Brothers & sisters the remaining heirs of my father Peter Lelyrand dec^d in testimony whereof I have hereunto affixed my hand & seal this 28th day of April 1838
P. Lelyrand Seal

The State of Mississippi }
Madison County } Personally appeared before me John T. Cannon Clerk of the Probate Court of said County the above named Peter Lelyrand and acknowledged that he signed sealed and delivered the forgoing bill of Sale 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 April AD 1838
John T. Cannon Clerk

Peter Lelyrand } Recorded for Record 28th & Recorded 30th April 1838
Bill of Sale
Jno N. Lelyrand } Rec^d April 28th 1838 of John N Lelyrand of the County of Madison and state of Mississippi Two Thousand dollars in payment for two negro men slaves for life viz Dick a yellow man aged about thirty ~~four~~ years and Albert of dark complexion aged about twenty nine both of which negroes I heired from the Estate of my Father Peter Lelyrand dec^d the title to which negroes I will forever defend to said John N Lelyrand his heirs and assigns against the Claim or Claims of all persons what soever. In testimony whereof I have hereunto affixed my hand and seal this 28th of April 1838
P Lelyrand Seal

The State of Mississippi } Personally appeared before me John T.
Madison County } Cannon Clerk of the Probate Court of said County the above named Peter Lelyrand and acknowledged that he signed sealed and delivered the forgoing bill of

sale 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 April A.D. 1838

(Seal)

John T. Cameron Clerk

Joseph A. McRaven Received for Record April 28th 1838 & Recorded May 1st 1838

Deed

James Mitchell } This Indenture made & entered into this the (26) twenty sixth day of May in the year of our Lord 1837 Between Joseph A. McRaven Co-executor and surviving partner of Hiram Coffee deceased of the first part and James C. Mitchell of the second part: both of the County of Hinds in the state of Mississippi, Witnesseth: That Whereas the said McRaven and the said Hiram in his life time entered and purchased together as equal partners of and from the United States Government the following tract or parcel of land situate & being in the County of Yazoo & Mississippi and more particularly known and designated as the West half of the South East quarter & West half of the North East quarter of Section twenty nine in Township Eight & Range four West, containing one hundred & sixty one acres & eighty seven hundredths of an acre. Also the the East half of the South West quarter of Section Nineteen. Township Eight & Range three West, And the East half of the North East quarter of Section Thirteen Township Nine Range four East, the two last parcels containing one hundred and sixty one acres & ninety three hundredths of an acre, And Whereas in pursuance of an order of the Honorable Probate Court holden in & for the County of Hinds at the February Term of said Court in the year 1837 and by virtue of the right vested in said McRaven as surviving partner of said Hiram Coffee, the said McRaven on the 26th day of May 1837 in the Town of Clinton in said County did expose to sale at public auction to the highest bidder. the undivided half or moiety of the aforesaid land with all its appurtenances, the terms of said sale being three equal payments the first to be due on the first day of January 1839 and the second & third one & two years thereafter, And Whereas at the said sale the said Mitchell bid & offered to give for the one moiety of said land five hundred & forty nine dollars and thirty eight and a half cents which bid and offer being the highest & best that was made the said Mitchell became the purchaser of the said Moiety, Now therefore in consideration of the premises and of the said sum of Money to be paid as herein stated the said McRaven as Executor & surviving partner as aforesaid hath this day bargained, sold, Conveyed & Confirmed & by these presents he doth bargain, sell, Convey & confirm unto the said Mitchell his heirs & assigns the aforesaid undivided half of said lands and bargained premises together with all the appurtenances thereunto belonging. To Have And to Hold the aforesaid undivided half or moiety of said land & premises with all its appurtenances to the said Mitchell to the said

Mitchell his heirs & assigns in fee simple forever, and the said McRaven as Executor & surviving partner as aforesaid to the said Mitchell his heirs & assigns the aforesaid land & premises with all its appurtenances will warrant and forever defend against all & every legal Claim or Claims whatsoever.

In testimony whereof, the said McRaven as Executor & surviving partner as aforesaid hath hereunto set his hand & affixed his seal the day & date first above written.

J. A. McRaven (Seal)
Co Executor & surviving partner
of Hiram Coffee dec'd

The State of Mississippi }
Hinds County } Personally appeared before me Henry G Johnston Judge of Probate for said County the within named Joseph A McRaven Co executor and surviving partner of Hiram Coffee deceased ~~who~~ acknowledged that he signed sealed and delivered the within deed on the day and year therein mentioned as his act and deed

Given under my hand and seal this 6th day ~~of June 1837~~

Henry G. Johnston (Seal)

J. A. McRaven } Rec'd for Record 30th April & Recorded 1st May 1838
Deed }
J. C. Mitchell }

This Indenture made and entered into this 26th day of April 1838 By and between Joseph A. McRaven and Lucinda M. his wife and James C. Mitchell all of the Town of Clinton and State of Mississippi Witnesseth: that for and in Consideration of the sum of two hundred and forty Dollars to the said Joseph A. McRaven paid and the receipt whereof is hereby acknowledged have by these presents Bargained, sold, transferred and Conveyed unto the said James C. Mitchell his heirs and assigns forever the one half of the following described tract or parcel of land situate, lying and being in the County of Madison and State aforesaid and known and designated in the general plan of the Mount Salus land district (viz) The East half of the North east quarter of section thirteen. Township nine and Range four East, Containing Seventy eight acres and thirty one hundredths of an Acre with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, To Have and to Hold the one undivided half of the said described tract or parcel of land with the appurtenances and hereditaments thereunto belonging or in any wise appertaining to the said James C. Mitchell his heirs and assigns forever from the said Joseph A. McRaven and Lucinda M his ~~said~~ wife their heirs and assigns. administrators or Executors, and from all and every person or persons whatsoever lawfully Claiming or to Claim the same will warrant and ~~forever~~ defend forever to the said James C. Mitchell his heirs and assigns forever,-

In witness whereof the said Joseph A. McRaven and Lucinda M. his said wife have hereunto set their hands and seals the date above written,

Signed sealed and delivered in the presence of

J. A. McRaven (Seal)
L. M. McRaven (Seal)

The State of Mississippi } Personally appeared before me Hiram G. Johnston,
Hinds County } Judge of Probate for said County the above named J. A. McRaven, who acknowledged that he signed, sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed. Also Lucinda M. McRaven wife of the above named J. A. McRaven who having been examined privately and apart from her husband acknowledged that she signed sealed and delivered the foregoing Deed on the day and year therein mentioned as her voluntary act and deed, without fear, threats or compulsion of her said husband

Given under my hand and seal this 28th day of April 1838

Hiram G. Johnston (Seal)

Robert Montgomery } Received & Recorded May 1st 1838
Deed } State of Mississippi
Angus Clark } Madison County } Know all men by these presents that I Robert Montgomery of Madison County and State of Mississippi for and in consideration of the sum of fifteen hundred Dollars to me paid by Angus Clark of the County and State aforesaid the receipt whereof is hereby acknowledged have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Angus Clark all and singular the following tracts or parcels of land lying and being in the County and State aforesaid and known in the plat of General Survey for the Choctaw District of lands in said State as the West half of the North West quarter, and the West half of the South West quarter, and the South half of West half of South East quarter. all of Section twenty two Township Eight Range two West. Containing two hundred acres be the same more or less, together with all and singular the rights and 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 Angus Clark his heirs and assigns forever, And I do hereby bind myself my heirs, Executors & administrators, to warrant and forever defend all and singular the said premises unto the said Angus Clark his heirs and assigns against myself and 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 1st day of May in the year of our Lord 1838

The State of Mississippi } Robt Montgomery (Seal)
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Robert Montgomery who acknowledged that he signed sealed and delivered the 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 May AD 1838
John T. Cameron Clerk

(William G. Hamm to Douglas Wood & Saunders Mortgage) Received for Record 3rd & Recorded 4th May 1838

This Indenture made and entered into this first day of May in the year of our Lord One thousand Eight hundred and thirty eight between William G. Hamm of the County of Madison & State of Mississippi of the first part, and Harry L Douglas, Larkin Wallwood, and Charles G. Saunders of the Counties of Davidson & Sumner in the State of Tennessee of the second part, Whereas the said William G. Hamm is justly indebted to the said Douglas Wood & Saunders in the sum of Eighty four thousand four hundred and seventy three dollars as evidenced by the four promissory notes and an acceptance of the said William G. Hamm of the following tenor to wit: The first in favor of Douglas & Wood for Eighteen thousand nine hundred & twelve dollars due January 1st 1839. The second in favor of the same for Eighteen thousand Nine hundred & twelve dollars due first January 1840. The third in favor of the same for Eighteen thousand nine hundred & twelve dollars due first January 1841. Also James H. Hamm draft accepted by William G. Hamm in favor of Douglas Wood & Co for Eight thousand eight hundred & twenty five dollars due January 1st 1839. And William G Hamm fourth promissory note in favor of Charles G Saunders & John A. Pittman for Eighteen thousand nine hundred & twelve dollars due January first 1842. And the said William G. Hamm being honestly desirous to secure the payment of the said sum of Money with all lawful interest thereon, Now this Indenture Witnesseth that the said William G. Hamm as well for and in consideration of the premises as the sum of One hundred dollars to him in hand paid by the said Douglas Wood & Saunders at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged hath granted, bargained sold, released, and confirmed and by these presents doth grant-

bargain, sell, release and confirm unto the said Douglas Wood & Saunders their heirs and assigns (all that certain Mesuage, tract or parcel of land situate lying and being in the County of Madison and State of Mississippi Known and designated by the name of "Waverley" in Township Numbers Nine and Ten of Range number Two East, containing Eleven hundred and twenty acres) together with all and singular the premises and appurtenances thereunto belonging or in any wise appertaining and the rents issues and profits thereof; Also the following personalty and Chattels to Wit; Thirty Six Negro Slaves, described as follows, Phil, John Bob, William, Lyons, Isaac, Barthett, Ezekiel, Harry, Peter, Dick, Jim, Arnold Green, Alfred, Ben, Anthony, Anderson, Frank, Jim, Sam, Sam, Eliza, Caroline Nancy, Charlotte, Child, Rachel, Minny, Isabella, Isabella's Child, Eliza Venny, Polly, Betsy, Malinda and Julianna; Also forty Mules, Eight yoke of Oxen, all the stock of whatsoever kind now upon or that may be hereafter put upon said plantation, together with two Waggons and all the implements of husbandry of whatever kind now upon said granted premises— To have and to hold the said Mesuage, land and premises together with all the said slaves, stock, goods & Chattels, hereby granted, or mentioned or intended so to be, with the appurtenances unto the said Douglas, Wood & Saunders their heirs and assigns, to the only proper use and behoof of the said Douglas, Wood & Saunders, their heirs and assigns forever: Provided Always, Nevertheless, that if the said William G Hamm his heirs, Executors, Administrators, shall and do well and truly pay or Cause to be paid unto the said Douglas Wood & Saunders the afore mentioned sums of Money in said promissory notes & said acceptance specified, as they shall respectively become due and pay also with all lawful interest thereon, then and from thence forth as well this present Indenture and the Estate hereby granted shall cease, determine and become absolutely null and void any thing herein Contained to the contrary notwithstanding: In Witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

Test

Wm. G. Hamm

The State of Mississippi
Warren County } Personally appeared before me Edward B Dearborough Clerk of the Probate Court of said County the above named William G. Hamm who acknowledged that he signed, sealed and delivered the foregoing Instrument of Writing, on the day and year therein mentioned, as his act and deed for the purposes therein expressed,

Given under my hand and seal of Office this 1st day of May 1838

E B. Dearborough Clk

Not in Mortgage Bk.

William G. Hamm } Received for Record 1st & Recorded 4th May 1838
Deed Trust
John B. Conger } This Indenture made this second day of February in the year of our Lord One thousand Eight hundred and thirty nine between William G. Hamm of Warren County in the state of Mississippi of the one part and John B. Conger of Claiborne County in the aforesaid state of the other part, Whereas the said William G. Hamm stands indebted unto the said John B. Conger by his five certain promissory notes, bearing even date herewith, each payable unto the said John B Conger in the sum of Twelve thousand Dollars with ten per Cent interest thereon from date, one payable in two, one in three, one in four one in five, and one in six years from date, as in and by the said promissory notes relation being thereunto had more fully and at large appears. Now this Indenture Witnesseth that the said William G. Hamm as well for and in Consideration of the aforesaid premises as of the further sum of One dollar, to him in hand paid by the said John B. Conger at or before the sealing and delivery the receipt whereof is hereby acknowledged hath granted, bargained and sold, released and confirmed, and by these presents doth grant, bargain and sell, release and confirm unto the said John B Conger his heirs and assigns the South East quarter and East half of the South West quarter of section Number eighteen in Township Number fourteen of Range Number two East, Containing two hundred and forty one acres and five hundredths of an acre; The Lots four and five of section number Nineteen in Township Number fourteen of Range Number two East; Containing One hundred and sixty acres, the North half of section Number eighteen in Township Number fourteen of Range Number two East, Containing Three hundred and twenty one acres and forty two hundredths of an acre. Lots Numbers One, two and three, in section Number Nineteen in township number fourteen of Range Number two East, Containing two hundred and seven acres. Section Number fifteen in Township Number fourteen, of Range number two East, Containing six hundred and forty two acres. The North West quarter of section Number sixteen in Township Number fourteen of Range Number two East, Containing One hundred and sixty acres and twenty five hundredths of an acre The South West quarter of section Number ten, in township Number fourteen of Range Number two East, Containing One hundred and sixty acres and forty five hundredths of an acre, Lots Numbers One, two and three in section number twenty in Township Number fourteen of Range Number two East, Containing Three hundred and twenty seven acres and seventy hundredths of an acre, together with all the privileges and appurtenances to the said land in any wise appertaining and belonging: And also the following named negroes, Stephen Betts, Stephen Hughes, Daniel Betts, Daniel Oliver, Emanuel Oliver, Reppin Betts, Peter Oliver, Burrell Reynolds, Jordan Betts, George Harris, Sarah Harris, Elizabeth Betts, Sarah Oliver, Judy ann Oliver, Mary Betts, Mary Hughes, Evelina Hughes, Delphia Hughes, Betsey Hughes, and Sarah Betts, Joe Tedel, Henry, Ned Johnson, Elias, George Ames, George Sanford, Bill Guy, Godfrey, Francis Powell, Cooper, Merritt Pender, Bob Chuser, George Elliott, Abner Jones, Daniel Jones, Moses Hayley, Stephen Jones, George Ray, Roy, Sam Hodges, Davy, Munroe, George, Bill Coffee, Dick Bayler, Eliza

Caroline, Maria, Lucy Ann, Lucy Priscilla, Grace, Marian, Mary and attaches To Have and to Hold the above granted pieces or parcels of land and premises to the said John B Longer his heirs and assigns, to his and their use and behoof forever; To Have and to Hold the above described negroes unto the said John B Longer, his Executors, administrators and assigns to his and their own proper use and benefit with the exception of the last mentioned thirty five negroes who are sold subject to the Mortgage to N. G. Wetmington in the sum of twenty one thousand and three hundred and eighty eight dollars. In trust however, and to the intent and purpose that if default shall be made in the payment of the aforesaid promissory notes on the days and times hereinbefore mentioned, and assigned for payment according to the Conditions of said promissory notes, that then a Certain John Watts of Adams County, in the State aforesaid, and a Certain George W Summers of Claiborne County in the State aforesaid shall be and are hereby Constituted Trustees for the sale of all the property both real and personal mentioned in these premises, and the terms and manner of sale shall be agreeable to their directions, provided However that they give public notice of said sale at least fifty days before sale by advertisement in Vicksburg newspaper or by written Notices in two of the most public places of Warren County, aforesaid, of the terms and Manner of sale; And in Case of the death of said Trustees the said John B Longer his heirs, executors, administrators or assigns have full power and authority to substitute another Trustee to make such sale in Compliance with the terms imposed upon the above named Trustees: The proceeds of such sale first to be applied to the payment of a Commission of five per Cent on the amount of sale to the Trustees for their trouble and expense, and to the satisfaction of said promissory notes and the residue to be paid over to the said William G. Hann his heirs Executors, Administrators or assigns: And the trustees are further required to enter into bond to the said John B Longer his heirs, Executors administrators or assigns in a penalty double the amount of the value of the aforesaid land and negroes, Conditioned for the faithful performance of their trust, But if no default shall be made in the payment of said Notes then, this present Indenture and the Estate and negroes hereby granted as well as the said promissory notes shall Cease, determine and become absolutely null and void, to all intents and purposes, any thing herein before Contained to the Contrary in anywise notwithstanding. In Witness Whereof the said William G. Hann hath hereunto subscribed his name and affixed his seal the day and year first above written.

Signed sealed and delivered in the presence of the words "sold subject to the Mortgage to" and "in the payment of said notes" being first interlined and also the word "give"

B. Cook
Samuel M Dorsey

W. G. Hann (Seal)

State of Mississippi } Personally appeared before me Elbridge G Walker
Warren County } Clerk of the Probate Court of said County the within-

named William G Hearn who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal of office this 2nd day of February in the year of our Lord Eighteen hundred and ~~thirty six~~

(Seal)

Jas E.G. Walker Clerk

John C. Burthall & wife } Received for Record May 5th & Recorded May 7th 1838.
to
Robt. G. Anderson Jun } This Indenture made and entered into the fifth day of May in the year of our Lord One thousand Eight hundred and thirty eight Between John C. Burthall and Minerva his wife of the first part, and Robert G. Anderson Jun of the second part, all of the County of Madison and State of Mississippi Witnesseth. That the said John C. Burthall and Minerva his wife for and in Consideration of the sum of One thousand Dollars to them in hand paid by the said Robert G. Anderson Jun the receipt whereof is hereby acknowledged, have this day granted, bargained sold, conveyed and confirmed, and by these presents do grant, bargain sell convey and confirm unto the said Robert G Anderson Jun his heirs and assigns forever all that certain tract or parcel of land situate, lying and being in the County of Madison and State aforesaid and known and designated on the plat of general survey of said County as the South half of the east half of the North West quarter of Section No Thirty two. Township Nine. Range Three East. Containing forty acres be the same more or less together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the above described land and bargained premises with the appurtenances, unto the said Robert G. Anderson Jun his heirs assigns forever. And the said John C. Burthall and Minerva his wife for themselves. their heirs Executors. Administrators and assigns do hereby covenant and agree to and with the said Robert G. Anderson Jun his heirs Executors. Administrators and assigns that the title to the above described land and bargained premises against themselves. their heirs Executors. Administrators and assigns, and against all and every other person or persons lawfully claiming or to claim the same or any part thereof shall and will by these presents forever warrant and defend.

In testimony whereof the said John C. Burthall and Minerva his wife have hereunto set their hands and affixed their seals the day and year first above written.

John C. Burthall (Seal)
Minerva Burthall (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John L Cameron Clerk of the Probate Court of said County the above named John C. Burthall and Minerva his wife and severally acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and

year and for the purposes therein specified. And the said Minerva wife of the said John C. Breithall being by me examined separate and apart from her said husband and the contents of the said deed being first made known to her declared that she signed, sealed and delivered the same as her voluntary act and deed freely and of her own accord and without the fear threats or compulsion of her husband on the day and year and for the purposes therein expressed

Given under my hand and seal of office at Canton this 5th day of May A.D. 1888

John T. Cameron Clerk

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A. W. Harris } Received for Record April 17th 1888 & Recorded 7th May 1888
Deed of Trust } The State of Mississippi }
John Smith } Madison County } Know all men by these presents that I Alvis W Harris of the County of Madison, State of Mississippi for and in consideration of the uses and purposes hereinafter mentioned and for the further consideration of five dollars to him in hand paid by John M. Smith of the County and state aforesaid, the receipt whereof I do hereby acknowledge do by these presents give grant, bargain, sell and convey unto the said John M. Smith his heirs and assigns a certain parcel or tract of land situate in the County and State aforesaid known and described as the west half of the North East quarter of Section No Eight, Township No Ten and Range No Three East. 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 John M. Smith his heirs and assigns to his and their use and behoof forever. And I the said Alvis W. Harris for myself my heirs, executors and administrators do covenant with the said John M. Smith 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 John M. Smith as aforesaid, and that I will and my heirs, Executors and administrators shall warrant and defend the same unto the said John M. Smith his heirs and assigns forever against the lawful demands of all persons. Upon Trust Nevertheless and this conveyance is made upon the following conditions and to inure to the following uses and trusts and to none other Namely, to secure the punctual payment of the following Notes twelve Months after they become due (to wit) One Note dated January the fifteenth Eighteen hundred and thirty eight made payable on the first day of May Eighteen hundred and thirty nine made payable to A. W. Harris or bearer for seven hundred dollars, and signed by Green Sadler and endorsed by A. W. Harris. One Note dated December the twenty seventh Eighteen hundred and thirty seven payable on the first day of May Eighteen hundred and thirty nine, and made payable to A. W. Harris for five hundred dollars and signed by Green Sadler, and endorsed by A. W. Harris and to secure further the punctual payment of the following Note at the time it shall become due (to wit) One Note dated April the seventeenth Eighteen hundred and thirty eight

The State of Mississippi } Madison County } S. hereby certify the within deed of trust from A. W. Harris to John M. Smith was filed for record this 17th day of April A.D. 1888 & duly recorded this 7th day of May A.D. 1888. John T. Cameron Clerk

y due the first day of May Eighteen hundred and forty. Made payable to Benjamin B. Frizzell or bearer for three hundred Dollars and signed by A. W. Harris. Now should the said Alvis W. Harris fail or refuse to pay or to cause to be paid the whole or any part of the two first above described Notes twelve months after they shall severally become due or should fail or refuse to pay the whole or any part of the last above described note when it shall fall due. then in either case the said John M. Smith is authorized and directed to advertise and sell for Cash the aforesaid land or so much thereof as may be necessary for the payment of said notes or such deficit as may be due thereon. The said John. M Smith having first given thirty days notice of the time and place of sale by advertisement at Canton in the County and State aforesaid, and the proceeds of such sale after deducting the expenses of this Trust to be applied to the payment of said Notes and all Costs and Charges accruing thereon, and the balance if any to pay over to the said Alvis. W. Harris his agent or attorney. The said John M. Smith is hereby authorized and empowered to make a good and sufficient title to said land by general Warrantee Deed or Deeds to the purchaser or purchasers thereof, But should the said notes be punctually paid at the time specified in this Conveyance for them to be paid. then and in that event this Conveyance to be null and void Otherwise to remain in full force and effect, In testimony Whereof I the said Alvis W. Harris hath hereunto subscribed my name and affixed my seal this the seventeenth day of April in the year Eighteen hundred and thirty eight

The alteration on the 2nd page 20 line from the top in 3d page 2 lines from the bottom was made before the Signing sealing & delivering

A. W. Harris (Seal)
John Smith (Seal)

The State of Mississippi } Personally appeared before me John. J. Cameron
Madison County } Clerk of the Probate Court of said County the above named Alvis W. Harris and John Smith who severally acknowledged that they signed sealed and delivered the foregoing written instrument 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 17th day of April A.D. 1838

(Seal)

John. J. Cameron Clerk.

John A. Hackett
Deed Trust.
Owen Van Vacter } Received for Record May 5th & Recorded May 7th 1838

The State of Mississippi } This Indenture made and entered into this thirtieth day
Madison County } of May in the year of our Lord Eighteen hundred and thirty eight between John A Hackett of the one part, and Owen Van Vacter trustee for the use benefit and behoof of James L. Muse and Eli B Warren of the other part all of the County and State aforesaid Witnesseth That whereas the said James L. Muse and Eli B Warren have become joint drawers with the said John A Hackett of a promissory Note for the sum of Twenty three hundred and fifteen Dollars payable to Jesse Meek Administrator of Joseph Meek

dec^d dated the day of the date of these presents, and due and payable nine Months after date, Now these presents Witnesseth that the said John S Hackett in order fully to secure and save harmless the said James L Muse and Eli B. Warren, against their liabilities as joint drawers with him of the note aforesaid, and for the further Consideration of ten dollars to him the said Hackett in hand paid by the said Owen VanVacter trustee at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, has granted, bargained and sold unto the said Owen VanVacter trustee as aforesaid &c. Certain Negro men named Peter aged about twenty three years and of dark Complexion also a Negro Woman Mary aged twenty six years. To Have and to Hold the said Negroes unto the said Owen VanVacter Trustee as aforesaid: But upon the following Trust to wit, that if the said John S. Hackett shall well and truly pay off and satisfy the above described note or arrange the same by final settlement, so as to relieve the said James L. Muse and Eli B. Warren from all liability as joint drawers with him the said Hackett on the above described Note, on or before the first day of February in the year of our Lord Eighteen hundred and forty, then this instrument of writing to be null and void, otherwise to be and remain in full force and effect, And it is further Covenanted and agreed by and between the said parties hereto, that upon the failure of the said Hackett to discharge the said James L. Muse and Eli B. Warren from their liability as aforesaid by taking up and arranging the said note on the day and year last aforesaid: Then the said Owen VanVacter Trustee as aforesaid shall take possession of the said Negroes Peter, and Negro Woman Mary, which Negroes till said last named period shall be and remain in the undisturbed possession of the said John S. Hackett and the said Owen VanVacter Trustee aforesaid after giving ninety days notice in the Canton Herald or other Convenient public print, shall expose the said Negroes to public sale for Cash to the highest bidder in the Town of Canton in the County and State aforesaid, and of the proceeds of said sale if sufficient there be pay over to the said James L Muse and Eli B. Warren enough to satisfy and save them harmless on account of their above named liability. and the remainder if any pay over to the said Hackett, And it is further agreed by and between the said parties that the said Trustee shall have full and Complete power to give a good and lawfull bill of sale for said Negroes to the purchaser thereof. In testimony of all which the parties hereunto have affixed their hands and seals the day and year above written,

J. S. Hackett (Seal)
Owen Van Vacter (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John C. Cameron Clerk of the Probate Court of said County the above named John S Hackett and Owen VanVacter who severally acknowledged that they signed sealed and delivered the foregoing written instrument as their act and deed on the day and year therein named and for the purposes therein expressed. — Given under my hand and seal of

Office at Canton this 3rd Day of May Anno Domini 1838

Seal

John T. Cameron Clerk

Stuart & Mitchell
Deed of Trust
Wm S. Bailey

Received for Record May 4th & Recorded May 8th 1838

This Indenture made this third day of May 1838 between Oscar S. C. Stuart and William H. Mitchell of the one part and William S. Bailey Trustee of the other part, Witnesseth that the said Oscar J. C. Stuart & William H. Mitchell hath this day sold & delivered to the said Bailey the following described notes, receipts and accounts for the sum of five dollars in hand paid by the said Bailey, and for the uses and purposes hereinafter mentioned, to wit. One note drawn by Ramsay McCop in favor of Stuart & Mitchell or order for Eight Thousand four hundred and Thirty seven Dollars and fifty Cents, payable on the first day of January 1839, with interest from the first day of September 1838 and dated 28th day of September 1837, One other note on the said Cop dated same day for Eight Thousand four hundred and thirty seven dollars fifty Cents payable on the first day of January 1840 with Interest from the first day of September 1838, One Note on Fielding Lewis for forty three dollars five Cents due 30th April 1838, One Note on William James for forty one dollars seventy five Cents due 10th January 1835, One Note on Edward Trotter for three dollars eighty eight Cents due 10th February 1836, One Note on L. Gardner for thirteen dollars 81 cents due 20th February 1835, One Note on William B Jones for twenty two dollars 19 Cents due 18th April 1835, One Note on S. M. Ogdone for forty dollars 75 cents due 31st January 1837. One Note on Chandler Mainor & Co for thirty eight dollars 6 cents due 11th January 1837. One Note on Benjamin Dennis for fifty eight dollars 9 Cents due 9th May 1837 bearing interest of ten per Cent per annum from first January 1837, One Note on Willis James for fifteen dollars 95 cents with interest from first January 1836, One note on John E. Myrick for Twenty five dollars, due first January 1836, One Note on S. M. Shoals for four dollars with interest from 1st Jany 1836, One Note on Martin Workland for twenty three dollars due first day January 1837. One Note on Thomas Trotter for eight dollars 88 Cents, due first day January 1835, One Note on Jesse Osborne for thirty One Dollars 13 Cents, due 1st Jany 1837 One Note on William A. Echols for Two Dollars due 1st January 1838, balance of order on Hawson & Dennis for seven Dollars 92 Cents due 18th Jany 1836. One Note on McCowan for fifty dollars 66 Cents due 15th April 1835, Also the following Notes, One Note on Samuel R. Black for Twenty three dollars 4 Cents due first January 1838, One Note on Parham Rumpo for fifty three dollars 4 Cents due 25th December 1837. One Note on D. A. Stein for fifty seven dollars 71 Cents due 1st January 1837. One Note on G. W. Mack for Nineteen dollars 31 Cents due 29th January 1837, One Note on John Waddle for forty seven dollars due 4th October 1836, And one Note on John Stewart for forty five dollars 50 Cents due 1st Jany 1838. Also the following Attorneys receipts for the Collection of sundry Claims as will more fully appear by reference to said receipts as numbered from one to twenty nine inclusive, some of which receipts were given to Stuart & Mitchell and some to Mitchell Stuart & Co. to wit, No 1 Atty Howcott Recpt dated first Jany 1837 for Sixty eight dollars, No 2. C. M. Covington's Recpt. 2nd Jany 1837 for one

hundred and sixty one dollars 45 cents; No 3 E. McCovingtons receipt dated 19th Febry 1837 for One hundred & thirty four dollars 89 cents. No 4 Campbelly Bullock Receipt dated 5th August 1836 for One hundred and fifty dollars 20 cents, No 5 R. C. Campbells Receipt dated 19th Feby 1837 for thirty two dollars thirty one cents No 6. R. C. Campbells Receipt dated 19th August 1837 for fifty seven Dollars 89 cents, No 7 Thomas & Rollins receipt dated 25th February 1836 for two hundred and five dollars No 8 Thomas & Rollins Receipt dated 25th March 1836 for One hundred and sixty three dollars 34 cents, No 9 Rices. Scott & Hughes receipt, dated 16th March 1836 for fifty one dollars 46 cents; No 10 Rices. Hughes & Minton Receipt dated 23rd February 1838 for One hundred and ninety six dollars 99 cents, No 11. B. G. & Lindsays Receipt dated 19th May 1835 for fifty four dollars 50 cents, No 12 B. G. & Lindsay Receipt dated 26th January 1835 for One hundred & fifty three dollars. No 13 B. G. & Lindsays Receipt 8th May 1835 for sixteen dollars 13 cents, No 14 Joseph Riddles Receipt dated 15th September 1835 for twenty seven dollars 63 cents. No 15, D. Mitchells Receipt dated 15th March 1837 for Three hundred & forty three dollars 97 cents, No 16 D. Mitchells receipt dated 20th May 1837 for One hundred & fifty six dollars 72 cents. No 17 D. Mitchells Receipt dated 19th September 1837 for fifty dollars No 18 D. B. Mowcott Receipt dated 16th Feby 1838 for seven hundred & seventy four dollars 52 cents, No 20 M. Calhoons Receipt dated Feby 1838 for sixteen hundred & eighty seven dollars 53 cents, No 22 M. Calhoons second receipt dated 1st March 1837 for Three hundred and forty five dollars 66 cents, No. 23 John H. Walkers receipt for M. M. Calhoon dated 10th March 1837. for one thousand and eighty five Dollars 36 cents No 24 G & M. Calhoons 1st Receipt dated 8th February 1838 for four thousand two hundred & sixteen dollars 86 cents, No 25, G. & M. Calhoons 2nd Receipt dated 14th February 1838 for Eleven hundred & forty seven dollars 63 cents, No 26. G & M. Calhoons 3rd Rect, dated 24th March 1838 for thirteen hundred and forty eight dollars 8 cents, No 27. G. & M. Calhoons 4th Receipt dated 1st March 1838 for Three hundred and thirty six dollars 63 cents, No 28 G & M. Calhoons 5th Receipt dated 30th March 1838 for four hundred and eight dollars 30 cents, (There is however reserved out of the above Receipt of the Calhoons Five thousand & forty five Dollars 50 cents, for the payment of that amount drawn by us Mitchell & Stuart on the said Calhoons which has been accepted by them on account of the amount thus placed in their hands for Collection) No E Jones Receipt dated 3rd February 1835. for Nineteen dollars 95 cents. No 29 Samuel D. Hays Receipt dated March 4th 1838 for fifty two dollars 56 cents. also the following accounts for the particularities of the accounts see the accounts as herewith delivered to said Daily to wit, one account on estate of David Cowan due 1st Jany 1836 for Ten dollars 13 cents, One account on George M Coffee due 1st Jany 1837 for twenty six dollars 25 cents, one account on George R. Clark due 1st Jany 1838 for twenty four dollars 50 cents, One account on D. N. Clark due 1st Jany 1836 for three dollars 18 cents, One account on Clowd due 1st Jany 1838 for five dollars 75 cents, One account on R. Dean due 1st Jany 1837 for three dollars, One account on Benjamin Dennis due 1st Jany 1838 for six dollars 25 cents, One account on Clayborn Ennison due 1st Jany 1836 for twenty five dollars 54 cents, One on Andrew Ellis for due 20th Jany 1837 for Thirty five dollars. One account on William Elliott due 1st Jany 1836 for twenty one dollars 75 cents. One account on William Everett due 1st Jany 1836 for twenty one dollars 75 cents, One account on G. Fleeher due 1st Jany 1836 for five dollars. One account on James Hall

due 1st January 1837, for twenty three dollars 88 Cents, One account on Minor M. Hasler due 1st January 1836 for One Dollar, One account on James M. Hartford, due 1st January 1836 for forty five Dollars 34 Cents, One Account John M. Hodge due 1st January 1837 for twenty four Dollars, One account on Madison Halman due 1st January 1837 for fourteen dollars 75 Cents, One account on N. D. F. Harrison due first Jany 1837 for six dollars 75 cents, One account on John Munton due 1st Jany 1838 for forty three dollars 75 Cents, One account on Green B Hesterly due 1st Jany 1837 for seventy dollars 13 Cents, an account on Mary E. H. Harrison due 1st Jany 1837 for ten dollars, One account on William B. Jones, due 1st Jany 1837 for Two hundred dollars 16 cents, One on same due 1st Jany 1838 for One hundred and thirty three dollars 36 Cents, One Note on Green Jackson due 1st January 1835, for fifteen dollars 50 Cents, One account on Mitchell Jackson due 1st Jany 1836 for Eighteen Dollars 77 cents, One ~~account on~~ William B. Lacy due 1st Jany 1838 for Eight Dollars 25 cts, One account on Benjamin Long due 1st Jany 1835 for thirteen dollars 75 Cents, One account on William A. L. Hammedieu due 1st ~~Jany 1837 for One dollar, One account on William Lawrence due first Jany 1837~~ for three Dollars 38 Cents, One account on John McCall due 1st ~~Jany 1837 for four dollars.~~ One account on John McLaran due 1st Jany 1837 for Ten dollars. One account on George S. Menifee due first Jany 1836 for Ten dollars 50 Cents, One account of same due 1st Jany 1837 for thirty seven dollars 50 Cents, One on John C Mysick due 1st Jany 1836 for One hundred sixty eight dollars 13 Cents, One account on A. M. Newton due 1st Jany 1838 for one dollar One account on Isaac Norrell due 1st Jany 1837 for fifty seven dollars 4 Cents - One account on Samuel Nelson due 1st Jany 1838 for Ten dollars, One account on John Northington due 1st Jany 1837 for twenty one dollars 13 Cents, one account on John Perry due 1st Jany 1836 for sixty three Cents, One account on Edwin Pott due 1st Jany 1836 for five dollars, One account on Peter Perkins due 1st Jany 1837 for seventy nine dollars 50 Cents, One account on Samuel Pirkett due 1st Jany 1837 for Nine dollars, One account on James Poyor due 1st Jany 1836 for nine dollars, One account on Caleb Reid due 1st Jany 1836 One dollar & seventy two Cents, One account on James Rodgers due 1st Jany 1837 for thirty three dollars 38 Cents, One account on Caleb Reid due 1st Jany 1837 for two dollars 50 Cents, One account on J. H. Richardson due 1st Jany 1837 for Ten dollars 25 Cents, One account on H. Robertson due 1st Jany 1837 for two dollars 25 Cents, One account on Robert F. Sibley due 1st Jany 1838 for two dollars 25 Cents; One account on Ellen Slocumb due 1st Jany 1837 for One dollar 50 Cents, One account on George Sibley due 1st Jany 1836 for two dollars 75 Cents, One account on S. M. Sharp due 1st Jany 1837 for Ten dollars 25 Cents, One account on Circe Sharp due 1st Jany 1837 for five dollars 13 Cents, One account on S. M. Sharp due 1st Jany 1838 for nine dollars One account on Wm Sibley due 1st Jany 1837 for six dollars, One account on Wm Soofier due 1st Jany 1837 for 75 Cents, One account on Spencer F. Waddington due 1st Jany 1837 for three dollars 75 Cents, One account on Wm P. Waddington due 1st Jany 1837 for Ninety four dollars 03 Cents, One account on G. Wray due 1st Jany 1837 for three dollars 63 Cents, One account on Thos B. Walker due 1st Jany 1838 for Nine dollars 05 Cents, One account on Wm Thornton due 1st Jany 1837 for four dollars. One account on Wm Whitney due 1st Jany 1837 for twenty

three dollars, one Probated account on Franklin Wilson due 1st Jany 1838 for ninety two dollars 25 Cents, One probated note on do, due 1st Jany 1838 for fifty eight 75 Cents, One probated Note on do with interest at ten per Cent from 1st Jany 1837 for one hundred and sixty five dollars 67 Cents, One order of do 1st Jany 1837 for Thirteen dollars 75 Cents Also the following accounts of Mitchell & Stuart & Co to-wit: One account on Peterson M. Bertan due 1st January 1838 for three hundred & fifty four dollars 39 Cents, One account on Dr Boadly due 1st Jany 1837 three dollars 63 Cents. One account on Jno Brooks due 1st Jany 1837 for four dollars 50 Cents, One account on Henry M. Black due 1st Jany 1838 for One hundred & thirty-eight - 20 Cents, One account on Willis Blaylock due 1st Jany 1838 thirty seven dollars 44 Cents, One account on Cornelius Crinshaw due 1st Jany 1837 & 38 for one hundred & twenty four dollars 38 Cents, One account on Jas Cheatham due 1st Jany 1838 for Eight dollars 25 Cents, One account on Hugh G. Cameron due 1st Jany 1838 for twenty dollars 01 Cent, One account on Jeremiah Dotson due 1st Jany 1837 for fourteen dollars & 38 Cents, One account on Abner H. Dicke due 1st Jany 1837 for One hundred & three dollars 70 cents, One account on Dr F. Dixon due 1st Jany 1838 for one hundred & sixteen dollars, One account on John Elder due 1st Jany 1837 for two dollars 50 Cents, One account on Simon Borden due 1st January 1837 for eleven dollars 50 Cents, One account on Ezekiel Baxter due 1st Jany 1838 for forty dollars 38 Cents, One account on Wm T. Graves due 1st Jany 1838 for thirty four dollars 50 Cents, One account on Abner Lambert due 1st Jany 1837 & 38 for One hundred & nineteen dollars 72 Cents, One account on Archibald Holloway due 1st Jany 1837 for two dollars 50 Cents, One account on A. B. Hammond due 1st Jany 1837 for forty seven dollars 50 Cents, One account on Wm McHad-brooks due 1st Jany 1837 for fifty dollars 57 Cents One account on Bird N Hall & D Stout due 1st Jany 1837 for seventy three dollars 25 Cents, One account on Benj. Jordan due 1st Jany 1837 for seven dollars, One account on G. W. Jones Sr due 1st Jany 1837 for nine dollars 50 Cents, one account on Edward Jones due 1st Jany 1838 for two dollars 25 Cents, One account on Coll. McKay due 1st Jany 1837 for nine dollars, One account on A. A. McMillie due 1st Jany 1837 for 75 Cents, One account on Allen Jeffries due 1st Jany 1838 for twenty five dollars & 88 Cents, One account on Thos Penn due 1st Jany 1837 for fifty two dollars 50 Cents, One account on Theodore Pormentier due 1st Jany 1837 for seventy four dollars. One account on Lazarus Rodgers due 1st Jany 1837 for two hundred & twenty four dollars 51 Cents, One account on H. Searborough due 1st Jany 1837 for fifty three dollars, One account on A. J. Sanders due 1st Jany 1837 for fifty one dollars & 1 Cent, One account on J. M. Shaw due 1st Jany 1837 for twelve dollars 50 Cents, One account on R. B. Slaughter, due 1st Jany 1837 for Eighty dollars 88 Cents, One account on Saml L. Young due 1st Jany 1838 for fifty six & 97 Cents, One account on Ezekiel Young due 1st Jany 1838 for six dollars 75 Cents, One account on Jno Young due 1st Jany 1837 for twenty one dollars, Whereas the said Stuart & Mitchell are indebted to sundry persons at different places as herein after described, and being desirous to secure the same have sold and conveyed, the aforesaid notes and accounts & receipts for that purpose, and to be applied to the same in the order herein after mentioned & stated. That is to say, first they are indebted to Isaac Godby five hundred & thirty dollars, forty five Cents, due 10th June

1837. Also one other debt to said Godby for five hundred and fifty six dollars twenty one Cents, due 10th & 13 June 1837. To Aaron Rose five hundred and seventy five dollars ninety Cents, due 26th Jany 1837. To Henry Olivier one hundred and three dollars 75 Cents due Jany 1837. To Samuel Woodward Two hundred and fifteen dollars 35 Cents, due 8 & 11th Feby 1837. To Hogan & Thompson Two hundred and two dollars 25 Cents due 11 & 14 February 1837 One other debt to Aaron Rose for Seven hundred & Eighteen dollars 50 Cents, due January 1837. One other debt to Samuel Woodward two hundred & twenty seven dollars twenty Cents, due Jany 1837. One other debt to Hogan and Thompson Two hundred & Eighty Eight dollars 57 Cents, due February 1837. ~~To Hodgins~~ Craig & Co three hundred ~~thirty nine~~ dollars twenty two Cents, due Feby 1837. Harrison Carter & Colemans One hundred & fourteen dollars 39 Cents due Feby 1837. To Hoops Wolfe & Baker One hundred & ninety seven dollars 2 Cents, Feby 1837 To S Harwood Two hundred & fifteen dollars 85 Cents, due Feby 1837. To H N Pollard Two hundred & twenty eight dollars 88 Cents due Jany 1837. To Isaac Godby & Co Five hundred & seventy five dollars 30 Cents To J. Rieves Jun & Co One hundred and fifty four dollars 33 Cents due Feby 1837. All of the above named Creditors are in Philadelphia Pennsylvania. To Coleman Ward & Co of Louisville Ky about two hundred and thirty six dollars & 8 Cents, To A.G. Cochran of New Orleans One hundred & Eighty one dollars 64 Cents due April 1837. To B M. Denman of Philadelphia seven hundred & fifty one dollars thirty five Cents due 1st & 4th April 1837. To C.B. Greenough & Co New York One thousand nineteen dollars eighty Cents, due some time in the year 1836. To Cornelius Baker & Co N. York Three hundred & fifty five dollars 34 Cents, due 11th August 1836. To J & A. Lawry & Co N. York five hundred & fifty dollars 90 Cents due July 1836. To Dorremus Suydams & Nixon N. York Eleven hundred & thirty four dollars 34 Cents. due 5th & 8 August 1836. To Wanzer & Harrison N. York Twelve hundred & fourteen dollars sixteen Cents due August 1836. To Greenough & Brothers N. York Eleven hundred twenty seven dollars 4 Cents, due 29th July 1837. To Cornelius Baker & Co N. York two debts each due 9th & 12th April & 12 October 1837 for Three thousand one hundred eighty seven dollars 33 Cents. To Robbins Painter & Co N York Two debts each due 27th & 30th May & 27th & 30th June 1837. for Eleven hundred and seventy three dollars 39 Cents, To John W. Taylor N. York four hundred & ninety one 81 Cents due 8 & 11 April 1837. To E.E Smith & Co Philadelphia Ninety one dollars 90 cents, due 9th Feby 1837. To John C. Fox Philadelphia five hundred & two dollars twenty two Cents 9th April 1837. To Wolfe Bishop & Co N. York. Three hundred fifteen dollars 57 Cents due 26th May 1837 One other debt to Wolfe Bishop & Co Three hundred & sixteen dollars 59 Cents. due 26th September 1837. To C.B Greenough & Co N. York. Seven hundred & fifty eight dollars 38 Cents due 3rd August 1837 To Taylor & Cottrell N Orleans seventeen hundred fifty eight dollars 51 Cents, due 23rd Jany 1837. Parnell & Baker N. Orleans two debts each due 26th Jany & 6th May 1837 for fourteen hundred twenty four dollars 53 Cents, To Taylor & Cottrell N. Orleans five hundred ninety one dollars 28 Cents, due 6th May 1837. Robbins Painter & Co N. York Eleven hundred thirty seven dollars 42 Cents To Thomas Elmes Philadelphia four hundred & fifty three dollars 25 Cents due Feby 1837. To E. E Smith & Co Philadelphia Two hundred & twelve dollars 73 Cents due Feby 1837. To Cornelius Baker & Co N York Two thousand nine

hundred & thirty eight dollars 8 Cents, due April & Oct 1837. To Grannis & Brothers N. York One thousand fifty six dollars 79 Cents due 29th July 1837. To Taylor & Cottrell N. Orleans 2 debts each due June & May 1837 for seventeen hundred thirty four — fifty two Cents To Pannell & Baker N. Orleans seven hundred & forty dollars 43 Cents due May 1837. R. & A. Bein N Orleans Eleven hundred seventy nine dollars 34 Cents due 1837. And Whereas the said Stuart & Mitchell feel under some, and more obligations to those of their Creditors who have not attempted to force Collections from them at the expense of law suits. they therefore appropriately stipulate as by law they may prefer one Creditor to another that the following persons as aforesaid shall receive out of the first funds collected by said Bailey their Claims rateably according to the amount of each as stated particularly with the amount and date of each. That is: to the said Godly, Rose Durham, Woodward. Hogan & Thompson, Hodges Leigh &c. Harrison Farley Coleman Hooper Holt & Baker and S. Harwood being the first persons named in said list of Creditors as residing in Philadelphia Pennsylvania, after the aforesaid Claims are paid by the said Bailey which amount in all to about the sum of five Thousand two hundred & twenty seven dollars seven Cents, principal, then the said Bailey is to pay over to each of the remaining Creditors rateably in proportion to the amount of their respective Claims the balance of the funds in his hands or that may come into his hands from the Claims aforesaid, or so much of said Claims as will be sufficient to satisfy all of said debts, and if after said Bailey has thus paid and discharged all of said debts, there shall still be a balance in his hands unappropriated, then the said Bailey is to pay the same over to the said Stuart & Mitchell, And we the said Stuart & Mitchell do also by these presents authorize and empower the said Bailey to sue for and collect or in any other way arrange for the purpose of and receipt for the same according to law any and all the Claims thus put into his hands for the uses aforesaid, in our name in as full and complete a manner as we ourselves could do, and any act or acts done and performed by the said Bailey who we hereby constitute Trustee for the purposes aforesaid shall be as binding upon us as if we were present and doing the same ourselves. And Whereas we the said Stuart & Mitchell have Claims upon R. M. Cox and Richard Eubanks for Nineteen Thousand seven hundred and Ninety two dollars 88 Cents, that is to say Three Thousand Dollars upon R. M. Cox & said Sixteen thousand One hundred ninety two dollars 88 Cents upon the said Richard Eubanks Whereas the said Stuart & Mitchell have a Deed of Trust upon the Stock of goods & Books of the said Eubanks to secure the aforesaid sums of money, and Whereas the said Eubanks has sold the said Stock of Goods for about Nine thousand dollars supposed to be the amount of the goods altho not invoiced, to James L. Napier the proceeds of which sale we are entitled, out of the above sum of Nineteen Thousand seven hundred & ninety two dollars 91 Cents we have assigned to Taylor & Jarsley to pay to them certain debts, five thousand two hundred & eighty eight dollars 91 Cents, and to Griffiths & Rollins & to Edward L. Mielke nine thousand dollars to secure certain debts in their hands against us for Collection; And Chandler Marvin & Co Nine hundred dollars to secure a debt due to them leaving a balance of four Thousand Eight hundred & Eighty four dollars

seven Cents, from the said Nineteen thousand seven hundred & ninety two dollars 88 Cents, which said sum or balance we hereby also convey and hand over to the Bailey Trustee as aforesaid for the same purposes & uses herein before specified and the said Bailey to have the same power and authority in the Collection of the last sum herein stated as is herein given him in relation to the Claims aforesaid. And for the services of the said Bailey in the transaction of the above business we are to give him as a fee four hundred dollars and after all the suits Brought by the said Bailey the usual fees for such services which the said Bailey is to retain out of any funds in his hands or that may come into his hands from the Claims aforesaid.

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

The interlining and erasures were made before signing. Test

John Brien
W. B. Norfleet

Oscar J. E. Stuart (Seal)
W. H. Mitchell (Seal)
Wm. S. Bailey (Seal)
Trustee.

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the above named Oscar J. E. Stuart, William H. Mitchell and William S. Bailey who severally acknowledged that they signed sealed and delivered the foregoing writing instrument as their act and deed on the day and year therein named for the purposes therein specified

Given under my hand and seal of office at Canton this 4th day of May A.D. 1838

John T. Cameron Clerk

William G. Hamm
Lloyd Trust
John H. Dalton et al } Received for Record & Recorded May 9th 1838

This Indenture made & entered into this the eighth day of May in the year of our Lord Eighteen hundred & thirty eight between William G. Hamm of the County of Madison & State of Mississippi of the first part & John H. Dalton of the County & state aforesd of the second part and John H. Walker John Smith James H. Hamm, Floyd Gilby, James B. Russell of the state & County aforesd of the third part. Witnesseth that in & for the Consideration hereinafter expressed & for the further sum of Five Dollars in hand paid by the party of the second part the sd John H. Dalton to the sd party of the first part the receipt whereof is hereby acknowledged, the sd party of the first part hath bargained & sold & by these presents doth bargain & sell alien transfer & convey unto the sd party of the second part all the present growing Crop planted & growing on the plantation of the sd party of the first p. in the State & County aforesd & known as the Waverly plantation, including all the Cotton, Corn & Pork & all the produce now on the sd plantation or growing thereon or which may be grown or produced thereon during the year aforesd to have & to hold the same unto the said party of the second part aforesd his heirs assigns & with all the proceeds thereof unto the same belonging or in —

any wise appertaining in absolute & exclusive right & interest of the said party of the first part doth for himself his heirs & Executors & assigns with the party of the second part his heirs & that the same is free from all incumbrances & liens whatsoever, Nevertheless upon the express condition & such is the declared to be the intent, object & operation of this indenture, that whereas the sd party of the first part hath executed three several promissory notes to the Citizens Bank of Madison County in the State aforesd, with the parties of the third part as his sureties; Viz One dated Canton Jany 24th 1838. for the sum of Five thousand dollars, payable to the sd Bank six months after the date thereof, with the sd John H. Walker, John Smith, & James H Hand, parties of the third part as sureties therein, One dated Canton March 18th 1838 for the sum of Ten thousand two hundred & forty four dollars & seventy six cents, payable to the sd Bank four months after the 12th of sd month, with the sd John H Walker & John Smith parties of the third part, as sureties therein & one dated Canton March 14th 1838. nominally for the sum of Twenty thousand Dollars, but discounted for the sum of Fifteen thousand dollars by the sd Bank payable to the sd Bank six months after the date of sd note, with the sd Floyd Sibley, James H. Hand James B. Rifsell & John Smith parties of the third part aforesd as sureties therein. Now if the sd party of the first part shall well & truly pay unto the holders of sd above described promissory notes or to the legal owner or owners thereof, the sd several sums mentioned therein as they respectively mature or release discharge & fully acquit the sd parties of the third part from all responsibility thereon fully & absolutely then & in that case only this Indenture shall be void & of no effect. Otherwise the sd party of the second part aforesd shall at the request of the sd John Smith one of the parties of the third part aforesd dispose of & sell the sd crop of Cotton Corn. Pork, produce &c as soon as the same shall mature & be marketable either within the State aforesd or at at any market within or beyond the United States of America as the sd John Smith one of the parties of the third part aforesd shall or may order & direct & apply the net proceeds of sd sale or sales in discharge & satisfaction of the several sums of money mentioned in the sd promissory notes aforesd, with all interest which may accrue or be due thereon at the time the nett proceeds of sd sale or sales are so applied as aforesd It is further distinctly understood & agreed by & between the parties aforesd & this indenture is expressly intended to meet & provide for a case of that kind if it shall occur that the sd parties aforesd of the first & second part may if they think proper so to do take up the sd promissory notes aforesd from the holder or holders thereof by executing other promissory note or notes to him or them payable or renewable at any time between the date hereof & the first day of June A.D. 1839 so as to extend the time of the payment of the sd sums mentioned in sd notes, But this last mentioned provision is only intended to be for the benefit of the parties of the third part aforesd & shall be optional & not for execution alone with the sd John Smith aforesd.

Wm G. Hamm (Seal)
John H. Walker (Seal)
John Smith (Seal)
John H Walker (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 Wm G. Mann and John Smith and acknowledged that they signed sealed and delivered the foregoing instrument as their 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 8th day of May A.D. 1838

John T. Cameron Clerk

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County the above named John H. Dalton and acknowledged that he signed sealed and delivered the foregoing 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 Canton this 9th day of May A.D. 1838

Seal

John T. Cameron Clerk

Thomas Hendnall Mtge } Received for Record May 5th } Recorded May 10th 1838
N. J. Dick & Co

This Indenture made and entered into this fifth day of March in the year of our Lord One thousand Eight hundred and thirty eight between Thomas Hendnall and Rachel Hendnall his wife of the County of Madison and State of Mississippi of the one part, and Nathaniel Dick, James Dick, William S. McLean, Richard L. Booker and H. R. W. 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 Hendnall is justly indebted to the said N. J. Dick & Co in the just and full sum of One Hundred and Seventy 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 42/100 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 M. Allen joint drawers, and due first day of February 1840; the second for Twenty eight thousand five hundred and sixty nine 81/100 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 Hendnall 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 Hendnall and Rachel

Hendrall 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 Hendrall and Rachel his wife do hereby acknowledge and do 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 Hendrall, usually distinguished as the "Near plantation", nearly all of which is under fence, and in Cultivation, with good dwelling house Gin House, Stable, Press and quarters, 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 five of Township Eight of Range One East, Containing seven hundred and twenty two 50/100 acres, and Conveyed to the said Hendrall by Thomas Hurst by Deed 19th September 1829 and Recorded in the office of the Clerk of Probates of Madison County on the 5th of November 1829 in Book N pp. 92-3: The West half of South West fourth of Section five of same Township and Range, and entered by said Thomas Hendrall at Mount Salus Ala. on the 20th January 1831 and Containing per. Certificate No 5900 Eighty 25/100 acres, The East half of North West fourth of Section One of Township Eight of Range One West, Containing forty nine 75/100 acres. Conveyed to said Thomas Hendrall by Samuel M. Hennery 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 five of Township Eight of Range One East Containing One hundred and fifty 50/100 acres, and the North East fourth of Section One of Township Eight of Range One West. Containing One hundred and fifty nine 50/100 acres, Conveyed to said Hendrall by Allen Dunkins 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 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 Hardin D. Runnels and wife by Deed 26th November 1830 and Recorded in the office of the Clerk of Probates of said County 18th February 1833. Sixty five acres off the East half of the West fourth of Section One of Township Eight of Range One West, being so much thereof as lies East of the public highway from Livingston to Vernon, and Conveyed to said Hendrall by D. Hardimon 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 James N. Hurst and wife by Deed 11th January 1832 and recorded in the office of the Clerk of Probates of said County on the 28th day of February 1832. Nine acres, off the Western point of the East half of the North West fourth of Section Eight of Township eight of Range One East, Conveyed to said Hendrall

The State of Mississippi Madison County, Hereby acknowledge a Lien of Eleven Thousand four hundred and Ten Dollars due 1st November A.D. 1838 to the before mentioned notes, for the two notes section for this instrument of writing for and in consideration of the sum of Eleven Thousand four hundred and Ten Dollars to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged and the Grantee hereby release and discharge the Grantor from the payment of the said notes.

by Baldwin Headnall 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 Fifteen hundred and twenty 1520 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 Complexion aged 25 years, Dick black aged 24 years, Frank a Weaver aged 24, Black John, black aged 26, Anstid black aged 32, Lucob black aged 18, Black Peter black aged 20, George brown aged 22, Henry black aged 26; Joe black aged 23, Black Charles black aged 25, Yellow Charles yellow aged 18, Bill black aged 26, Jerry black aged 27, Caesar black aged 50 Hector brown aged 16, Big Sam black aged 20, Yellow Henry aged 19, L. Henry brown aged 18, Yellow John aged 26, Jim Punch 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 Ben black aged 27, Stephen black aged 27, Big Henry black aged 24, Dennis Yellow aged 27, Prince black aged 23, Davy Williams black aged 24, Women and Children, Jinny 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 16, 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 aged 21, and her Child Emeline 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 Nancy black aged 22, and her Child Austin aged 8, Minerva Yellow aged 18, 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 S. McLean, Richard L. Booker and H. R. M. Neill, 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 &c. And the said Headnall 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, whether 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 for the 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 them, and of these presents are, and is, that if the said Hendrall his heirs Executors, Administrators and assigns do and shall well and truely 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 do hereby covenant and agree that in the meantime and until default shall happen to be made in the payment of such 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 land (as also all profits arising from the labor of the aforesaid Slaves for life or hire 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, And 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 sums of money in such notes of which default in the punctual payment thereof may be made by the said Thomas Hendrall, And the Proviso for enjoyment until default, after default made, shall cease only to the extent after so much thereof shall have been disposed of as shall pay and satisfy the

sum or sums in the payment of which default shall have been made,

In Witness whereof the said Thomas Hendrall and Rachel Hendrall his wife have hereunto set their hands and affixed their seals the day and date first above written

In the first line of 3rd page the words "or any one" interlined before signed as well as the words "or notes" in the 4th line of said page, and the words "or any one" in the 8th line

Thomas Hendrall [seal]
Rachel Hendrall [seal]

Signed sealed and delivered in presence of
L. Pope Walker
Chas. W. Allen

The State of Mississippi }
Madison County } ss. Personally appeared before the undersigned, a Justice of the Peace in and for said County the above named Thomas Hendrall who acknowledged that he signed, sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal the 6th day of March One thousand Eight hundred and Thirty eight

Will D Hart J.P. [seal]

The State of Mississippi }
Madison County } Personally appeared before me the undersigned justice of the Peace in and for said County Rachel Hendrall wife of the within mentioned Thomas Hendrall who being examined separate and apart from her said Husband, acknowledged she signed sealed and delivered the within deed on the day and year therein mentioned as her act and deed freely without any fear threats or compulsion of her husband or the fear of his displeasure. Given under my hand and seal the 4th day of May A.D. 1838.

S M Ewing J.P. [seal]

E. M. Green et al } Received for Record May 10th } Recorded May 11th 1838
Power of Attorney
P. B. Reading }

Know all Men by these presents that we Enoch M. Green, Mary Ann Green, Philip P Green, and William E. Green Brothers and Sister next of Kin, heirs and legal representatives of Charles B Green junior late of the County of Madison in the State of Mississippi deceased have made Constituted and appointed Pearson B. Reading of Livingston in said County of Madison our true and lawful Attorney for us and every of us, and in our and every of our names and for our use to ask demand sue for recover and receive all rents, dues, debts, sums of Money, goods, wares or other Claims or demands whatsoever, from any person or persons, bodies, politic or Corporate which are due or may become due owing or payable or belonging to us or either of us as heirs or representatives of the said Charles B Green Jr or by any other means whatsoever, and to settle adjust and state any account or accounts to appear for us in any Court of law or equity and generally to use all lawful ways and means for the recovery thereof, and upon the receipt thereof acquittances and other sufficient discharges for us and in our names to make seal and deliver. And Also for us and in our names and to our use

to let, demise rent and lease all and every the lands and real estate or any tract, parcel or part thereof situate in the said State of Mississippi whereof Charles B Green Jr died seized or possessed as he our said attorney may deem fit for such terms rents and covenants as may be obtained therefor or made respecting the same and such leases and covenants from time to time for us and every of us) and in our and every of our names on our part to execute and deliver, And also for us and every of us and in our and every of our names to grant, bargain sell, dispose of and contract for the sale of all and singular the lands tenements, hereditaments and real estate or any tract part or parcel thereof situate in the state of Mississippi aforesaid whereof the said Charles B Green junior died seized or possessed for such price or prices as he or they may think proper and thereupon to grant bargain and convey the same with the appurtenances upon receipt of the purchase money or security therefor in such manner and form as shall be reasonably advised and required by the purchaser or purchasers in fee simple or for a less estate, and all necessary deed or deeds for us and in our names as our act and deed to sign seal deliver and acknowledge according to law and generally to do all and every act matter and thing necessary and proper to be done in and about the premises as fully and effectually as if we were personally present and as if more full powers had been given by these presents with power under him one or more attorneys for the purposes herein mentioned to substitute and the same from time to time to remove and others in their place to substitute, hereby ratifying and confirming all which our said attorney may lawfully do in the premises by virtue of these presents. In Witness whereof we have hereunto set our hands and seals this thirty first day of October in the year One Thousand Eight hundred and thirty seven,

Signed sealed and delivered in the presence of us by Philip P. Green — Philip P. Green (seal)

Henry Baldwin — Enoch W. Green (seal)

Solomon Cohen

by Enoch W. Green, Mary Ann Green, and Wm E Green in presence of us — Mary Ann Green (seal)

Jno G. Reading — Wm E. Green (seal)

Amos Slack

United States of America So.

Before me one of the justices of the Supreme Court of the United States of America this day personally appeared Philip P. Green made known to me by due proof to be one of the parties to the above instrument and acknowledged the above to be his act and deed for the purposes therein mentioned and desired the same might be recorded as such. Witness my hand and seal this thirty first day of October A.D. 1837.

Henry Baldwin (seal)

United States of America So.

Before me one of the justices of the Supreme Court of the United States of America came John G. Reading who being made known to me did on his solemn oath depose and say that he was present and saw Enoch W. Green

Mary Ann Green and William E. Green. sign, seal. deliver and execute the above as their and every of their act and deed and desired the same might be recorded as such, And that the said Amos Mack subscribe the same as a subscribing witness, and that the signature of John G. Reading as a subscribing witness is the proper hand writing of the deponent,

Witness my hand and seal this thirteenth day of November AD. 1837

Henry Baldwin {Seal}

United States
Eastern District of Pennsylvania } ss

I Certify that the Honorable Henry Baldwin before whom the within acknowledgement & Probate were made & who has subscribed the within certificates thereof was at the time of taking said acknowledgement & Probate & subscribing said Certificates & still is one of the Associate Justices of the Supreme Court of the United States duly Commissioned and qualified,

In testimony Whereof I have hereunto subscribed my Name & affixed the seal of the Circuit Court of the United States in & for the Eastern District of Pennsylvania in the third Circuit at Philadelphia this thirteenth day of November AD 1837 & in the fifty second year of the Independence of the said United States,

{Seal}

Jna: Hopkinson Clk Cirt Ct

William Bennett } Received for Record May 9th & Recorded May 11th 1838
Deed
James M. Mattock }

This Indenture made and entered into this 9th day of May Anno Domini Eighteen hundred and thirty eight Between William Bennett and Elizabeth his wife of the first part, and James M. Mattock of the second part, all of the County of Madison and State of Mississippi Witnesseth: that the said William Bennett and Elizabeth his wife for and in Consideration of the sum of Thirty One Hundred and fifty Dollars to them in hand paid by the said James M. Mattock the receipt of which they do hereby acknowledge have this day granted, bargained, sold, Conveyed and Confirmed and by these presents do grant, bargain, sell, Convey and Confirm unto the said James M. Mattock his heirs and assigns forever, a Certain lot or parcel of ground situate lying and being in the Town of Canton in the County and State aforesaid Known and designated in the plat of said Town as follows to wit, Lot Number Two in Number Two in said Town, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining. And also all the Estate, right, title, interest property claim and demand whatsoever of them the said William Bennett and Elizabeth his wife of in and to the same either at law or in equity. To HAVE and to HOLD the above described Lot or parcel of ground, with the appurtenances unto the said James M. Mattock his heirs and assigns forever, and the said William Bennett and Elizabeth his wife for themselves their heirs Executors, administrators and assigns do hereby Covenant and agree to and with the said James M. Mattock his heirs Executors Administrators and assigns that they are

lawfully seized in fee of the above described lot or parcel of ground with the appurtenances and that they have good right to sell and convey the same to the said James M. Matlock in manner and form aforesaid, and that they the said William Bennett and Elizabeth his wife for themselves their heirs Executors. administrators and assigns will forever warrant and defend the title of the above described and hereby granted premises unto the said James M. Matlock his heirs & against themselves their heirs & and against all and every other person or persons lawfully claiming or to claim the same or any part thereof,

In testimony whereof the said William Bennett and Elizabeth his wife have hereunto set their hands and affixed their seals the day and year first above written

William Bennett (Seal)
Elizabeth Bennett (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 William Bennett and Elizabeth Bennett 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 for the purposes therein specified. And the said Elizabeth wife of the said William Bennett being by me examined separate and apart from her said husband and the contents of said deed being first made known to her, acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and of her own accord and without the fear threats or compulsion of her said husband 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 May Anno Domini 1838

(Seal)

John T. Lamison Clerk

Charles A. Ely } Received for Record & Recorded May 11th 1838
Deed Trust }
R. B. Ogles by } Whereas Charles A. Ely merchant of the City of St Louis State of Missouri is largely indebted to various Merchants in New York and Newark, more probably than he has means to meet, and he has been sued in some instances and is anxious to pay to his creditors in proportion to their demands without permitting one to obtain a preference over others by judgement liens or in any other way except securing the estate of his late Brother Henry B. Ely of which Henrietta Ely is the Executrix in the sum of Two Thousand Dollars money borrowed of him, and also the securing the said Henrietta as administratrix against loss on account of his said Brother having been his security in an injunction bond for five thousand dollars made payable to Harvey M. Walker, against whom the injunction was issued from the Superior Court of Chancery for the State of Mississippi. And whereas on the 10th day of June 1837 the said Charles A. Ely executed to his said Brother Henry B. Ely a Mortgage of divers goods, wares and Merchandise then at Madisonville Mississippi and also divers debts due

by notes and Book accounts, from various persons to the said Charles A. Eby all which will more fully appear by reference to said Mortgage which is recorded in the Clerks office of Madison County Mississippi, and which Mortgage was intended to secure the payment of the sum of Two — thousand dollars money borrowed as aforesaid for which said C. A. Eby had executed his note to said Henry B. Eby on the 13 day of November 1836 and also to secure the said Henry B. Eby from loss on account of said injunction bond. And whereas the said Charles A. Eby transferred to John M. Taylor a stock of goods then in Vicksburg in January last for the purpose of securing him as far as they would effect that object against liabilities which he had incurred for said said Charles A. Eby by becoming his Bail in a Case sued in the Circuit Court of Warren County Mississippi wherein Brown Brothers & Co were plaintiffs, and in a Case in said Court of Foster & Easton against said Eby, And also for becoming his security for the replevy of goods & attached at the suit Milby against said Charles A. returnable to said ....: in order to secure the object of securing to each of his Creditors as aforesaid payments in proportion to the magnitude of their debts so far as his means will effectuate that object. and to make an honest application of his property for that purpose the said Charles A. Eby has determined to convey to Trustees for that purpose any amount which may remain unappropriated of the goods wares and merchandise and Choses in action to wit. Notes and book accounts, mortgaged to his said Brother after satisfying the said debt of two thousand dollars money borrowed as aforesaid, and the responsibility of the said Executrix of the said Henry B. Eby deceased on account of said injunction bond, the said injunction having been dissolved. Now therefore this Indenture made and executed this seventh day of May in the year One thousand Eight hundred and thirty Eight between the said Charles A. Eby of the first part and Urbain B. Oglesby of Jacktown Mississippi of the second part, and Edwin Kellogg & Co. Wright Winston & Hebbins, Thomas D Barrow & Co Lebra Cummings, H. W. Goodwin & Co, Hallock Doybson & Bates, H. A. Connett & Co, Crane & Phelps: Bigelow & Clough and Foster & Easton and Robert Heydlop & son and Huntington Tiffany & Colwell of the City and State of New York, and Waldron Thomas & Co. Gobble & Earle, Boyden Earle & Co Bucobury Guthrie and William Rankin & Co of the City of New York State of New Jersey. Witnesseth: that the said Charles in Consideration of the premises and of ten dollars to him in hand paid by the said Urbain B. Oglesby has bargained, sold and conveyed, and does hereby bargain, sell and convey unto the said Urbain B. Oglesby and assigns transfer and make over to him all and every debt whether by note or book account, together with all monies which may be collected on such debt, note or book accounts included in said Mortgage, together with any sum of money or note account or Claim which may remain in the hands of said John M Taylor after he is released from his responsibilities as aforesaid, after the discharge and payment of the said sum of two thousand dollars money borrowed as aforesaid with all interest which has or may accrue thereon

And after the payment or the discharge of the liability of the said Executrix on account of the said injunction bond, In Trust nevertheless for the following purposes. The said notes book accounts & hereby conveyed and transferred, to be collected by the said Ogleby, and after deducting the expenses of collection the money to be applied ratably towards the payment of the debts and demands of the Creditors herein specified, according to their magnitude. But it is the intention and meaning of this Conveyance that the said Henrietta Ely Executrix as aforesaid shall be fully paid the penal sum of two thousand dollars and interest and secured against the said injunction bond out of the debts, notes and accounts specified in said Mortgage, and after said Taylor is made safe out of any means which may remain in his hands before any thing shall be applied to the payment of the Claims of the said Creditors of New York and New Orleans, and after the said Executrix is so paid and secured that the said Ogleby shall receive from her the remaining debts due & above referred to for the purpose of being collected and applied by him as aforesaid.

In testimony of all which the said Charles A Ely and Urbane B. Ogleby have hereunto set their hands and seals this 7th day of May 1838

Witness
F. H. G. Taylor as to Mr Ely
J. M. Taylor as to Same

Charles A Ely (Seal)
Urbane B Ogleby (Seal)

The State of Mississippi } Personally appeared before me Edward B. Scarborough
Warren County } Clerk of the Probate Court of said County F. H. G. Taylor and J. M. Taylor who being first duly sworn depose and say that they saw the within named Charles A Ely sign seal and deliver the within instrument of writing and acknowledge the same to be his act and deed in the presence of the said F. H. G. Taylor and J. M. Taylor who subscribed their names as witnesses thereto on the day and year therein mentioned.

Given under my hand and seal of Office this 8th day of May 1838

(Seal)

E. B. Scarborough Clk

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the within named Urbane B. Ogleby who acknowledged that he signed sealed and delivered the within and 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 Canton this 11th day of May AD 1838

(Seal)

John T. Cameron Clerk

James W. Moore et ux } Received for Record May 10th & Recorded 12th May 1838
Power of Attorney }
Pierson B. Reading }

Know all Men by these presents that we James W Moore and Elizabeth G. Moore his wife of Little Rock State of Arkansas, the said Elizabeth G. Moore being the sister, and one of the heirs, next of kin, and legal representatives of Charles B. Green Sr late of the County of Madison in the state of Mississippi deceased have made, Constituted, nominated and appointed and by these presents do make nominate, constitute and appoint Pierson B Reading of Livingston in said County of Madison our true and lawful attorney for us and in our names, and for our use to ask demand, sue for, recover & receive all rents, dues, debts sums of money goods, wares, or other Claims or demands whatsoever from any person or persons bodies politic or Corporate which are due or may become due owing, payable or belonging to us as heirs or representatives of the said Charles B Green Sr or by any other means whatsoever, and to settle adjust and state any account or accounts, to appear for us in any Court of law or equity and generally to use all lawful ways and means for the recovery thereof, and upon the receipt thereof acquittances and other sufficient discharges for us and in our names to make seal and deliver. And Also for us and in our names and to our use to let, demise, rent and lease all and every the lands and real estate or any tract, parcel or part thereof situate in the said State of Mississippi whereof Charles B. Green Sr died seized or possessed as he our said Attorney may deem fit, for such terms, rents & covenants as may be obtained therefor or made respecting the same, and such leases and Covenants from time to time for us and on our part to execute and deliver. And Also for us and in our names to grant bargain sell dispose of and Contract for the sale of all and singular the lands, tenements, hereditaments and real estate or any tract part or parcel thereof situate in the state of Mississippi aforesaid whereof the said Charles B Green Senior died seized or possessed for such price or prices as he or they may think proper, and thereupon to grant, bargain and convey the same with the appurtenances upon receipt of the purchase money or security therefor in such manner and form as shall be reasonably advised and required to the purchaser or purchasers in fee simple or for a life Estate and all necessary deed or deeds for us and in our names as our act and deed to sign, seal deliver; and acknowledge according to law, and generally to do all and every act matter and thing necessary and proper to be done in and about the premises as fully and effectually as if we were personally present and as if more full powers had been given by these presents with power under him one or more Attorneys for the purposes herein mentioned to substitute, and the same from time to time to remove and others in their place to substitute hereby ratifying and Confirming all which our said Attorney may lawfully do in the premises by virtue of these presents. In Witness whereof we have hereunto set our hands and seals this twenty third day of March in the year of our Thousand Eight hundred and thirty eight.

J. W. Moore {Seal}
E. G. Moore {Seal}

State of Arkansas Set

Be it remembered that on this twenty third day of March in the year of Christ Eighteen hundred and thirty eight personally appeared

before me Daniel Ringo Judge and Chief Justice of the Supreme Court of said State of Arkansas, James W. Moore and Elizabeth G. Moore his wife acknowledged in the within and foregoing letter or power of Attorney from them to Pierson B. Reading and severally acknowledged that they had signed sealed executed and delivered the foregoing letter or power of Attorney for the uses and purposes therein mentioned and expressed. And she the said Elizabeth G. Moore, wife of the said James W. Moore, being by me examined separately and apart from her said husband the same having been by her first read and the objects thereof by her fully understood she acknowledged that she had so signed sealed executed and delivered the same of her own free and voluntary will, without any threat or persuasion or threatened of her said husband. — Taken before and certified by me at the City of Little Rock in said State the day and year first above written

Daniel Ringo
Chief Justice of the Supreme Court of
the State of Arkansas

State of Arkansas

I. H. Harrelson Clerk of the Supreme Court in and for the State of Arkansas do hereby Certify that Daniel Ringo whose name is hereto annexed was at the time of signing the same Chief Justice of the Supreme Court of in and for the state of Arkansas.

In testimony whereof I have hereunto set my hand and have affixed the seal of my Office at the City of Little Rock this 23rd day of March 1838, and of the Independence of the United States the sixty second year.

Seal

H. Harrelson C.S.C.

R. Cotton et al } Received for Record April 18th } Recorded May 14th 1838
Power of Attorney }
F. R. Pittman }

Know all men by these presents that we Randolph Cotton and Elisha Elliott, and his wife Margaret, lately Margaret Hart, all of the ~~County~~ Town of Tarborough in the County of Edgecomb & state of North Carolina for divers good causes & considerations us hereunto moving - Have made, ordained, authorized, nominated and appointed, and by these presents do make, ordain, authorize, nominate and appoint our friend Frederick R. Pittman of Halifax County & state of North Carolina our true and lawful attorney for us and in our names, and for our own proper use and benefit to ask, demand, sue for, recover and receive of and from Mr William S. Rayner Executor or Administrator, of the Estate of George L. Patterson dec^d late of Livingston, Madison Cty. state of Mississippi (or from any or all persons having the property of the said George in their possession) the sum of two thousand five hundred & fifty seven dollars & fifty cents ($2557,50) in Money, admitted by the said Rayner be be in his hands belonging to the said George at his death, and all such sum or sums of Money, debts, demands or property whatsoever to which we are entitled, by the last will and testament of the said George, And to have, use and take all lawful ways and means, in our names or otherwise, for the recovery thereof by attachment ~~arrest~~, distress or otherwise, and to compound and agree for the same and acquittances, or other sufficient discharges for the same for us and in our names to make, seal and deliver, and to do all other lawful acts and things