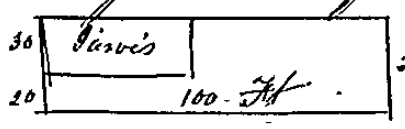
Present growing Crop, now growing, and also twelve Negroes which are to be warranted sound and slaves for life aged and named as follows. Cook about 35 years, James about 18, Hannah about 25, Isham about 30. Uranda about 14, Lassey about 25, John about 35, Milly 28. Hugh 27. Sarah about 17. Mary 20. And Doe 30. for the sum of Thirty three thousand six hundred Dollars, in the following payments to wit, the whole amount to be divided into four annual Payments, the said Cook & Gwin agreeing to take in discharge of the whole amount, so far as they may amount the Present Stock of Goods at their Invoice Cost with 12½ pr Ct added on so as to pay Carriage &c. Also their Store House and Lot with all improvements thereon, in which the goods are now, at Four Thousand Dollars, said Lot fronts on Union Street 20 feet, running back 100 feet on Chittaloosa Street 50 feet East as per annexed Plot



it is also understood that the said Fleming & Burnett can have the liberty of liquidating or discharging the remainder of their Notes not yet due by giving the said Cook & Gwin other good & sufficient satisfactorily secured having sept time to run, they allowing the said Fleming & Burnett a discount on said Notes due equal to 8 Per Cent interest until the original notes the said Fleming & Burnett have given to the said Cook & Gwin shall fall due, and it is understood that the notes given to the said Cook & Gwin by Fleming and Burnett which are on three and four years after date, are to be satisfactorily secured and payable and negotiable in Bank. And for the faithful Compliance to the above agreement we bind ourselves our heirs and administrators in the penal sum of fifty thousand Dollars.

Given under our hands this the day above written

Attest.
Benj. S. Bell
Jas R. Russell

L. D. Cook
Sam Gwin by L.D. Cook
Wm H Fleming
Will: Burnett

The State of Mississippi
Rhea County. } Personally appeared before me John J. Cameron Clerk of the Probate Court of said County James R. Russell whose name is signed to the foregoing instrument as a Witness and being duly sworn deposed and said that the Parties to said instrument acknowledged the execution thereof to be their act and and deed and for the purposes therein specified And that he signed his name thereto as a Witness in the presence of the said parties and in the Presence of Benjamin S Bell the other Witness And that said Bell also signed the same in the Presence of the said Parties and in the Presence of this Deponent, on the day and year therein Mentioned.

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

John J. Cameron Clerk

Wm H. Fleming } Received for Record & Recorded June 27th 1838

Deed

Book Z Green } This Indenture Made this 23rd day of May in the year of our Lord eighteen hundred and thirty eight between William H. Fleming in his own right and as Surviving Partner of Will Bennett and Elizabeth his wife of the County of Madison in the State of Mississippi of the one Part, and Gabriel S. Cook and Samuel Green of the County of Hinds in the same State of the other part, Witnesseth that for and in Consideration of the sum of three thousand dollars. Current money by the said Gabriel S. Cook and Samuel Green to them in hand paid the receipt whereof is hereby acknowledged, the said William H. Fleming and Elizabeth his wife have granted, bargained and sold and by these Presents do grant bargain & sell, alien, enfeoff, convey and confirm unto the said Gabriel S. Cook and Samuel Green their heirs and assigns a certain Lot & Store House & tenement being in the Town of Madisonville in the County of Madison aforesaid designated upon the Plat of said Town as Lot No 1 upon the Corner of Main and Chickasaw Streets except so much of said lot as has been heretofore conveyed, aliened & enfeoffed by the said William H. Fleming and one Will Bennett to a certain Samuel M. Garvin as by reference to the Records of Madison County aforesaid will fully appear To Have & to Hold the aforesaid lot as above described with the appurtenances thereunto belonging unto the said Gabriel S. Cook and Samuel Green their heirs and assigns forever, And the said William H. Fleming and Elizabeth his wife for themselves, their heirs, Executors and administrators, the aforesaid lot and Premises to the said Gabriel S. Cook and Samuel Green their heirs & assigns, against themselves their & each of their heirs & assigns, against themselves their & each of their heirs, Executors and administrators & against all & every person or persons claiming or to claim the same or any part thereof shall & will warrant and forever defend by these Presents.

In testimony Whereof the said William H. Fleming and Elizabeth his wife have hereto set their hands & affixed their seals on the day & year herein first written.

Signed Sealed & delivered in presence of
(the interlineation being first made)
A. H. Handy

Wm H. Fleming [seal]
Elizabeth A. H. Fleming [seal]

The State of Mississippi } Personally appeared before me the Subscriber a Justice of
Madison County } the Peace in and for the County & State aforesaid the within
named William William H. Fleming and Elizabeth his wife who severally acknowledged they Signed Sealed & delivered the foregoing instrument of writing on the day and year therein mentioned as their act and deed. And I hereby Certify that the said Elizabeth, wife of the said William H. Fleming being by me separately privately examined apart from her said husband acknowledged that she signed sealed & delivered the said instrument of writing as her voluntary act & deed freely without any fear threats or Compulsion of her said husband.

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

Henry Garrett J. P. [seal]

Archibald Clark } Received for Record & Recorded June 27th 1838
Mortgage
to } State of Mississippi
R. E. B. Hinds County }

This Indenture, Made and entered into this Twenty fifth day of June in the Year of our Lord one Thousand eight and thirty eight by and between of the County of Madison 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 successively appointed or elected from time to time of the second part, Witnesseth that, Whereas the said Archibald Clark 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 Six Hundred and Six 47/100 Shares, of One Hundred Dollars each, amaking in the whole amount the sum of Sixty Thousand Six Hundred and forty seven and 82/100 dollars, and the said being an 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 Archibald Clark 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 himself, and his Heirs, Executors, Administrators and assigns 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 Archibald Clark of the first part, as well for and in Consideration of the premises aforesaid, as for the further Consideration, of One Dollar to the said Archibald Clark 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 does 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 tracts or Parcels of land lying and being in the County of Madison and State of Mississippi and Containing by estimation Seventy One hundred and eighteen 61/100 acres, and more Particularly known and described in the general plan

of the Mount Sterling Land District in the said State, Viz:- Lot No 5, and the S/2 of Lot No 4 Sec 4- The E/2 of N.E/4. the W/2. N.E/4 and E/2. S.E/4 of Section 5- The N/2 of the E/2. of the S.E/4 of Section 7. The S/2 of the E/2 of the S.E/4 of Section ___ The E/2 of the N.E/4 of Section 7. The N/2 of the W/2 of the S.W/4. of Section 8, The E/2 of the N.W/4. of Section 8, The S/2 of the W/2 of the S.W/4 of Section 8, The E/2 of S.E/4 of Section 8, The E/2 of the N.E/4 Section 8, The W/2 of the S.E/4 & the E/2. of the S.W/4. and the W/2 of the N.E/4 of Section 8, The W/2 of the North West quarter of Section 9. The S/2 of the W/2 of the S.W/4 of Section 9. The E/2 of the N.E/4 of Section 17. The S.E/4 of Section 17. the West/2. N.E/4 of Section 17. The N.E/4 of Section 20. The S.E/4 of Section 20. the W/2 of the N.W/4. and the S/2 of the E/2 of the N.W/4 of Section 27. The N.1/2 of the W/2 & the W/2 of the S.W/4 of Section 27. The North half of the E/2 of the S.W/4 & the S/2 of the W/2 of the S.W/4 of Section 27 and the S/2 of the E/2 of the S.W/4 of Section 28 all in Township 8 and Range two West, 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 Archibald Clark his heirs and assigns:- To Have and to Hold the said described lot or parcel 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, Never Theless, if the said Archibald Clark his heirs Executors and Administrators shall well and truly pay off, discharge and satisfy the Bond aforesaid, signed sealed, and delivered by the said Archibald Clark 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 Archibald Clark, 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 Bourbon County, then, and from thenceforth, 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 Archibald Clark his heirs Executors, Administrators or Assigns, this Indenture shall remain in full force and effect in law and Equity and the said Archibald Clark 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 Archibald Clark has hereunto signed his name and affixed his seal the day and year first above Written

Archd Clark Seal

State of Mississippi } Know all men by these Presents that I Nancy A Clark
and County of Madison } the lawful wife of the within named grantor Archibald
Clark do by these Presents, permit. release and forever quit Claim to all
and singular any Dower to which I may be entitled out of the within des-
cribed lands. tenements and Hereditaments therein conveyed by Archibald
Clark my said husband to the President and Directors of the "Real Estate
Banking Company of Hinds County" and their successors in office as
they shall be elected or appointed, from me, my heirs. Executors, adminis-
trators, and assigns forever,

Given under my hand and seal this twenty sixth
day of June 26th 1838

Nancy A. Clark {Seal}

State of Mississippi }
Madison County } Personally appeared before the undersigned an
acting Justice of the Peace for said County the within named Ar-
chibald who acknowledged that he signed sealed and
delivered the foregoing Mortgage for the purpose therein Contained.
Also at the same time appeared Nancy A. Clark who being examined
separate and apart from her husband by me acknowledged that she
signed the foregoing Mortgage for the purpose therein Contained without
any fear threats or Compulsion from her said husband but as her
voluntary act and deed.

Signed and sealed before me this June 26th 1838
Wm Farrell {J.P.}

State of Mississippi } Received for Record 27th & Recorded 28th June 1838
Hinds County }

Mortgage

Archibald Clark } This Indenture made and
to } entered into this twenty fifth day of June in the year of our Lord one
The President } Thousand Eight hundred and thirty eight by and between Archibald Clark
and Directors } of the County of Madison and State of Mississippi of the first part
of the Real Estate } and the President and Directors of the "Real Estate Banking Company of Hinds
Banking Co. } 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 Archibald Clark has become a Member of the Association and a
Stockholder in the Capital Stock of the "Real Estate Banking Company of
Hinds County" to the Number of Eighty and 25/100 Shares of One Hun-
dred Dollars each, making in the whole amount the sum of Eight
Thousand and twenty five 25/100 Dollars: And the said Archibald Clark
being an 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 Archibald Clark 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 himself his heirs Executors, administrators and assigns liable according to the tenor and effect and true intent and meaning thereof in connection 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 Angus Clark of the first part, as well for and in Consideration of the Premises aforesaid, as for the further Consideration of One Dollar to the said Angus Clark 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, have granted bargained, sold, transferred and conveyed, and by these presents does 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 three hundred and twenty and 0/100 acres, more or less particularly known and described in the general Plan of the Mounds Land District in the said State, Viz: The West half of the North West quarter - and the West of the South West quarter - and the South half of the West half of the South East quarter, and the East half of the South West quarter - And also the North half of the West half of the South East quarter - all in Section Twenty, Township Eighteen, and Range Two West of the Meridian, 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 Angus Clark - heirs and assigns; - To Have and to Hold the the said described lot or parcel 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 Angus Clark his heirs Executors and administrators shall well and truly pay off, discharge and satisfy the Bond aforesaid, signed sealed and delivered by the said Angus Clark, 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 thenceforth this 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 Angus Clark his heirs. Executors, Administrators or Asigns. This Indenture Shall remain in full force and effect in Law and Equity; And the said Angus Clark 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 Angus Clark has hereunto signed his name and affixed his seal the day and year first above Written,

Angus Clark [Seal.]

State of Mississippi } Know all men by these Presents that I Lucinda Clark the lawful wife of the within named grantor Angus Clark have by these presents, Quitted, Released and forever quit Claim to all and singular any right of Dower I may — of in and to the within described lands to the President and Directors of the Real Estate Bank Company of Hinds County and their Successors in Office as they Shall be Subsequently appointed or elected, from time to time from and by their heirs. Executors and Asigns forever,

Given under my hand and Seal this 26th day of June 1838

Lucinda Clark [Seal]

State of Mississippi } Personally appeared before me the undersigned an acting Justice of the Peace for the above County the within named Angus Clark Who acknowledged that he Signed the foregoing Mortgage for the Purposes therein Contained, Also appeared before me at the Same time Lucinda Clark Who being examined by me Separate and apart from her husband, Who acknowledged that She Signed and Sealed the foregoing Mortgage for the purposes therein Contained without any fear threats or Compulsion from her said Husband, but as her own voluntary act and deed

Signed before me this 26th June 1838

Wm Yarnell [J.P.]

A Silverberg et al } Received for Record June 6th & Recorded June 28th 1838
Ded. } State of Mississippi }
T. D. Catchings } Madison County } This Indenture Made and entered into this 4th day of June A.D 1838 Between Johnson Silverberg and Sarah his wife and Charles A Searles and Caroline R his wife of the first part, and Thomas D. Catchings of the Second Part and Sarah Jane Salmon and Ann Child Mary Jane and other future heirs of her body of the third Part, Witnesseth that for and in Consideration of the Sum of Five hundred dollars to the said Party of the first part in hand paid the receipt Whereof is hereby acknowledged, they the said party of the first Part have granted, bargained, Sold, aliened confirmed and delivered and by these Presents do grant bargain Sell release, Confirm

and Convey unto the said Thomas J Catchings his heirs and assigns forever a certain lot in the Town of Canton Madison County aforesaid known and designated on the Plat of said Town as Lot Number 8 in Square No 8, together with all the improvements and hereditaments thereunto belonging. To Have and to Hold the said bargained premises unto the said Thomas J Catchings his heirs and assigns forever. And the said party of the first part hereby Covenant and agree with the said Thomas J Catchings that they are seized in fee of the aforegranted premises, that they are free from all incumbrances, and that they the said Party of the first Part hereby warrant and will forever defend unto the said Thomas J Catchings and to his legal representatives the title to the aforegranted Premises against the lawful Claims of all persons whatsoever. This Conveyance is made nevertheless upon the following trusts and conditions to wit. That the said Thomas J Catchings shall retain and exercise the ownership and right of Possession in and to the aforegranted Premises only until the Eighth day of October A.D 1854 at which time the said Mary Jane Salmon will have arrived at the age of Eighteen years, at which time the said Thomas J Catchings or his legal representatives or any Person who may act for him in his fiduciary Character as herein set forth, shall make or cause to be made unto the said Sarah Jane Salmon, and the said Mary Jane her daughter, and to all the then living heirs of the body of the said Sarah Jane Salmon and lawfully begotten by her Present Husband Scotson J. Salmon, a good and sufficient legal title in fee simple to the aforegranted Premises and all improvements thereon to be formed, and should any of the above heirs at the time above stated for making said title be Minors, then the said title as to them shall be made to them in the name of their Natural or legal guardians. And it is further the intention and design of this deed that the said Sarah Jane Salmon and all her heirs as aforesaid are and shall be entitled each to an equal Participation of the aforegranted Premises share and share alike.

In testimony whereof the Parties of the first and second Part have hereunto set their Hands and Seals on the day and year first above written,

D. Silverberg (Seal)
Sarah. Silverberg (Seal)
Chas. J. Charles (Seal)
Caroline R. Charles (Seal)
Thos J. Catchings (Seal)

The State of Mississippi
Madison County } Personally appeared before me Dorsey S. Cameron Clerk of the Probate Court of said County the above named Johnson Silverberg and Sarah his wife. Charles J. Charles and Caroline R. 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 Sarah wife of said Johnson Silverberg and Caroline R. wife of said Charles J. Charles being by

me examined. Separate and apart from their said husbands, acknowledged that they signed sealed and delivered said deed as their act and deed freely and voluntarily and of their own accord and without the fear threats or Compulsion of their said husbands.

Given under my hand and seal of office at Canton this 5th day of June A.D. 1838

John T. Cameron Clerk

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Thomas Scatterings one of the Parties to the within and foregoing instrument and acknowledged that he signed sealed and delivered the same 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 6th Day of June A.D. 1838

John T. Cameron Clerk

Shackelford & Tucker } Received for Record 16th May & Recorded 28th June 1838.
Deed
Hugh Montgomery }

This Indenture, Made and entered into this Twenty fourth day of February in the year of our Lord One thousand Eight hundred and Thirty eight between Samuel A. Shackelford of the County of Perkins and State of Mississippi and Robert Tucker and Mary his wife of the County of Madison and State of Mississippi of the first part and Hugh Montgomery of the County of Jefferson and State aforesaid of the Second Part, Witnesseth, That the said Samuel A. Shackelford Robert Tucker and Mary his wife, for and in Consideration of the Sum of Ten thousand Dollars to them in hand paid by the said Hugh Montgomery at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged have this day granted, bargained and sold, and by these Presents do grant, bargain and sell unto the said Hugh Montgomery and to his Heirs and assigns forever all of that certain tract or Parcel of land, situate, lying and being in the County of Madison and known as the South West quarter of Section 32 and the East half of the South East quarter of Section 32, Township 8. Range 2 East, and the North East quarter, and the South West quarter of Section 5 of Township 7. Range 2 East, together with all and singular the Premises and Appurtenances thereunto belonging, or in any wise appertaining: To Have and to Hold to the said Hugh Montgomery his Heirs and assigns, all the foregoing described Lands and Premises in Fee Simple forever. And the said parties of the first part for themselves their Heirs, Executors and Administrators, by these presents, Covenant, Promise and agree to and with the said Hugh Montgomery his Heirs Executors and administrators that they will, and their heirs Executors and administrators shall forever Warrant and defend the title to said

granted land and Premises against the Claim or Claims of all and every Person and Persons whomsoever, both at Law and Equity.

In testimony whereof, the said Parties of the first Part have hereunto set their hands and seals the day and year first above written

Saml. D. Hinchelwood Seal
Robt Tucker Seal
Mary Tucker Seal

State of Mississippi }
Madison County } Personally appeared before the Undersigned a Justice of the Peace in and for said County. The above named Saml D. Hinchelwood and Robert Tucker who acknowledged that they signed sealed and delivered the foregoing deed. And Mary his wife who acknowledged that she signed the foregoing deed without fear constraint or persuasion on the day and year therein named, as their act and deed.

Given under my hand and seal the 27th day of March 1838.

Wm D. Hinds J.P. Seal

Josiah Burrough, Receipt for Record May 28th & Recorded June 28th 1838

Josiah Burrough } The State of Mississippi
Henry Garrett } Madison County } Know all men by these presents that I Josiah Burrough of the County & State aforesaid have this day for and in Consideration of the sum of Eight hundred Dollars to me in hand Paid the Receipt whereof is hereby acknowledged have this day bargained sold and by these Presents do sell and deliver unto Henry Garrett of the County & State aforesaid all my right title Claim & interest in and to Lot 232. No 233. No 238, No 239. No 234. No 235, No 236. and No 237 adjoining the lands of J.M. Minter, Williams Lewis Finley & others, the said lots divided by Lafayette Street in the Town of Madisonville in the County & State aforesaid, the title of the above described lots & land myself my heirs and assigns do warrant & defend unto the said Henry Garrett his heirs & assigns forever.

Witness my hand & seal this 11th day of July Eighteen hundred & thirty six

Word "Lots" interlined before signed

Josiah Burrough Seal

The State of Mississippi } Personally appeared before the undersigned
Madison County } Justice of the Peace in and for said County Josiah Burrough and acknowledged the above to be his hand & seal act & deed and that he the said Burrow executed the same.

Given under my hand & seal this 23rd day of May 1838

Charles Moore, J.P. Seal

Henry Carleton } Received for Record 8th } Recorded 28th June 1838
Deed Forest } The State of Mississippi }
Wm F. Walker } Madison County } Deed Indenture made and
entered into the twenty first day of May in the year of our Lord
Eighteen Hundred and thirty eight between Henry Carleton and
Susan C his wife of the first Part, Owen VanVacter of the second part
and William F. Walker of the third Part, all of the County and State
aforesaid Witnesseth That Whereas the said Henry Carleton did on
the day of the date hereof execute and deliver to the said William F
Walker his Certain Promissory Note bearing date the day of the date
of these Presents and due and Payable Six Months after date for
the sum of Thirty seven Hundred and Sixty eight Dollars and Sixty
eight Cents, Now the said Henry Carleton and Susan C his wife
in order fully to secure to the said William F Walker the prompt pay-
ment of the said sum of Money in the said Promissory Note specified
when the same shall become due and Payable, according to the tenor
and effect thereof, and for the further consideration of One Hundred
dollars to the said Carleton in hand Paid by the said Owen Vanvacter
Trustee as aforesaid, at and before the sealing and delivery hereof
the receipt of which is hereby acknowledged have granted bargained
and sold, and by these Presents do grant, bargain and sell unto Owen
VanVacter Trustee as aforesaid a Certain Lot or Parcel of Ground situated
lying and being in the Town of Madisonville in the County and State
aforesaid and more Particularly described as being a lot formerly
Purchased of Dosick Burroughs by a certain E B Martin of the City of
Mobile and State of Alabama - by said Martin sold to the said Henry
Carleton, upon which said Lot is now erected a Store House lately occu-
pied by said Carleton as Merchant, said Lot and Store House fronting
on Main Street and, nearly opposite the Madisonville Hotel. To Have
and to Hold the said Premises and every Part and Parcel thereof to-
gether with all and singular the appurtenances thereunto in any wise
belonging unto the said Owen VanVacter Trustee as aforesaid his
heirs and assigns forever. But upon the following Trust (to Wit)
that if the said Henry Carleton shall fail to Pay, taken it as arrange
by final settlement the Promissory note herein before described when
the same shall become due and Payable, according to the tenor and
effect of the said Promissory Note, then and in that case the said
Owen VanVacter Trustee as aforesaid, shall take Possession of the House
and Lot hereinbefore described, which till such time and after
the due Execution of this Deed shall remain in the Possession of the
said Carleton, and the said Owen VanVacter Trustee as aforesaid
after giving thirty days Notice in some Convenient and Public
News Paper, Regard to the Premises, shall offer said House and Lot
at Public sale in the Town of Madisonville in the County and State
aforesaid to the highest bidder, and of the Proceeds shall Pay to the said
William F Walker, if sufficient be Made from said Sales, enough to

satisfy him the amount of said Promissory Note according to its tenor and effect, as well as all Costs, damages and Charges which he the said Walker may have been put, by reason of the said failure of the said Carleton to pay. take up, or arrange by final Settlement the said Promissory — and the remainder of the Proceeds of said Sale if any there be, to pay over to the said Henry Carleton, And it is further covenanted and agreed by and between the said Parties, that if the said Trustee herein appointed, shall die, decline or otherwise become incompetent to execute the trust herein Mentioned, then the said William H. Walker shall always have the Power to appoint another, and invest him with full authority to act in the Place and Stead of the said Owen VanVacter Trustee as aforesaid, and the trustee who shall make the Sale by virtue of the Premises shall have Power to make a full Deed of Conveyance to the Purchaser or Purchasers of said Property.

In testimony of all which the Parties hereto have set their hands and seals the day and year first above Written,

Henry Carleton [Seal]
Susan E. Carleton [Seal]
Owen VanVacter [Seal]

The State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the above named Henry Carleton, Susan E. Carleton his wife, and Owen VanVacter who acknowledged that they signed sealed and delivered the above written Deed of Indenture on the day and year therein mentioned for the purposes therein Contained. The said Susan E. Carleton being by me examined separate and apart from her husband and the Contents thereof being first made known to her, declared that she did voluntarily and of her own free will and accord seal, and as her act and deed deliver the said Indenture without any Coercion or Compulsion of her said husband

Given under my hand and seal this 29th day of May. A.D. 1838.

Henry Garrett J.P. [Seal]

vvv

John Briscoe } Received for Record April 17th & Recorded June 28th 1838

Deed.
A.M. Eubanks } This Indenture made and entered into this Ninth day of April anno Domini Eighteen hundred and thirty Eight Between John Briscoe and Jane Briscoe his wife of the one part and Samuel M. Eubanks of the other part, all of Madison County and State of Mississippi, Witnesseth That for and in Consideration of the sum of Sixteen hundred and fifty dollars to the said Parties of the first part in hand paid at and before the sealing and delivery hereof the receipt whereof they do hereby acknowledge and thereof acquit and forever discharge the said Party of the Second Part. they the said Parties of the first part have this day given granted. bargained and sold, and by these Presents do give

grant. bargain. sell. alien and convey and confirm unto the said James M. Eubank his heirs and assigns forever. a certain lot or Parcel of ground situate. lying and being in the County of Madison and State of Mississippi near the town of Canton on the South side thereof Bounded as follows to wit. Beginning at a Stake the corner of Union and Broadway Streets as laid off by said Briscoe and running West with Academy Street four hundred feet to a Stake in the Section Line. Thence South with said Section line Sixty ___ feet to the Southern boundary of the Corporation as recently run out and marked by the County Surveyor thence East 400 feet to a Stake in the Western boundary of Union Street thence North with said Street to the Place of beginning, containing by estimation Six Acres be the same. More or less. together with all and singular the appurtenances. thereunto belonging or in any wise appertaining. To Have and to Hold the said lot or Parcel of ground with the appurtenances unto the said James M. Eubank and his heirs and assigns forever. And the said John Briscoe and Jane Briscoe his wife. Covenants to and with the said James M. Eubank to warrant and forever defend the title to said described lot or Parcel of ground against themselves and all Persons Claiming under through, or by them and against all and every other Person Claiming or to Claim the same, And that they are lawfully seized and Possessed of said lands and have therefore the right to convey the same always. In testimony whereof the said John Briscoe and Jane Briscoe his wife the Parties of the first Part hereunto set their hands and seals the day and year first above written.

John Briscoe [Seal]
Jane Briscoe [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 John Briscoe and Jane his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein named as their act and deed for the Purposes therein expressed. And the said Jane Briscoe wife of the said John Briscoe being by me examined Separate and apart from her said husband and the Contents thereof being made known to her acknowledged that she signed sealed and delivered said deed as her voluntary act and deed free 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 17th day of April A.D. 1858

John J. Cameron Clerk

James Parchman } Recvid for Record } Recorded June 28th 1838

Power Attorney

Barnabas Herod } I James Parchman do hereby nominate and appoint Barnabas Herod my attorney in fact to demand and receive of and from all Persons indebted to me by note, account or otherwise in the State of Mississippi the amount of any Claim, and receipts and other acquittances to execute in my name and in case of failure to bring suit against them and Prosecute the same in my name, and to employ counsel or agents at my expense he may also compromise, arbitrate any case with them and do all other things which may be necessary in and about said business, and I do hereby ratify and confirm all the lawful actings and doings of said Barnabas Herod in pursuance of the Power and authority hereby Communicated as fully in all respects to do to all intents as I might do if present. In Witness whereof I have hereunto set my hand this 5th day March 1838.

Test William Nizer
David Nizer

James Parchman [seal]

State of Tennessee } March Term County Court 1838
Henderson County } I Jesse Taylor Clerk of the County Court of said County do Certify that James Parchman this day acknowledged in open Court the execution of the within Power of Attorney to be his act and deed for the purposes therein Contained.

Given under my hand at office this 5th day of March 1838

Jesse Taylor Clerk

[seal]

State of Tennessee } I Samuel S. Edwards Chairman and Presiding
Henderson County } Justice of the County Court of said County do Certify that Jesse Taylor is Clerk of the County Court of said County and that full faith and credit is and ought to be given to all his official acts as such.

Given under my hand this 5th day of March 1838

Samuel S. Edwards Chairman
and Presiding Justice.

Lewis Campbell. } Recvid for Record } Recorded June 29th 1838
Mortgage } State of Mississippi
R. & W. Hinds County }

This Indenture made and entered into this twenty ninth day of June in the year of our Lord One thousand eight hundred and thirty eight by and between Lewis Campbell of the County of Madison 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 duly appointed or elected from time to time of the second part; Witnesseth that, Whereas the said Lewis Campbell has become a Member of the Association, and a Stock holder in the Capital Stock of the "Real Estate Banking Company of Hinds County to the number of Ninety five 70/100 Shares, of One hundred Dollars each, making in the whole amount the sum of Nine thousand five hundred and seventy dollars—

and the said Lewis Campbell being an 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 Lewis Campbell 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 Stock thus 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 himself his heirs, Executors and assigns 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 Lewis Campbell of the first part, as well for and in Consideration of the Premises aforesaid, as for the further Consideration of One Dollar to the said Lewis Campbell of the first part, in hand Paid by the said President and Directors of the second part, before the Sealing, Reading and delivering 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 three Hundred and Nineteen acres, and more Particularly known and described in the general Plan of the Public Lands District in the said State viz: Lot Number six of Section Twenty, Township Nine Range One West, Lot Number Seven of Section twenty Township Nine Range One West Lot Number Eight Section Twenty, Township Nine Range __ West, and the West half of the South West quarter, Section Twenty and Township Said Range One West of the Meridian, together with the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, together with all the Estate, right, title and interest, Property, Claim and demand of the said Lewis Campbell his heirs and assigns. To Have and to Hold the said described lot or Parcel 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 Lewis Campbell his heirs Executors, and administrators shall well and truly Pay off, discharge and satisfy the Bond

aforesaid, signed. sealed and delivered by the said Lewis Campbell as aforesaid, and well and truly pay and satisfy the said President and Directors, and their successors in office as aforesaid, for the Stock subscribed for by the said Lewis Campbell at the time 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 thenceforth, as well this Present Indenture and the Estate hereby granted, as the Bond aforesaid, shall cease, determine and become absolutely void and void, any thing herein Contained to the reverse notwithstanding, But in case a failure to do and Perform any of the things herein Specified, by the said Lewis Campbell his heirs Executors administrators or assigns, this Indenture shall remain in full force and effect in Law and Equity; And the said Lewis Campbell for himself his heirs Executors, and administrators, will forever warrant and defend the title to the said Lands 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 Lewis Campbell has hereunto signed his name and affixed his Seal the day and year first above written,

The State of Mississippi }
Madison County } Personally appeared before me John D. Cameron Clerk of the Probate Court of said County the above named Lewis Campbell who acknowledged that he Signed Sealed and delivered the within and foregoing Deed of Mortgage on the day and year therein named as his act and deed and for the purposes therein specified.

Given under my hand and Seal of office at Canton this 29th day of June Anno Domini 1838

John D. Cameron Clerk

Leroy Moore Et. al. } Received for Record May 16th & Recorded June 29th 1838
Deed
E H. Powell } This Indenture made and entered into this 5th day of May in the year of our Lord One Thousand Eight hundred & Thirty eight between Anderson Thompson & Elizabeth his wife. Leroy Moore & Laura his wife Sarah Moore and Cassandra his wife Thomas Eddins & Mary his wife & William Moore of the first Part & Edmund H. Powell of the second Part, all of the County of Madison & State of Mississippi Witnesseth. That for and in Consideration of the sum of Three hundred Dollars in hand Paid by the Party of the second Part, the receipt whereof is hereby acknowledged, and the said Edmund H Powell forever released & discharged therefrom, by these Presents, hath granted, bargained, sold and confirmed, and by these Presents do grant, bargain, sell and confirm unto the said E H Powell Party of the ___ Part. his heirs & assigns forever-

a Certain Lot or Parcel of Land Situated & lying in the County of Madison and State aforesaid, described as follows: Viz: No One Lot, No One at Choctaw Bluff together with all and singular the appurtenances, hereditaments, Privileges and advantages Whatsoever unto the above described Premises belonging to, or in any wise appertaining: and also all the Estate, right, Title & Property and Claim whatsoever either at Law or equity of them the said Party of the first Part of in and to the Same. To Have and to Hold the above bargained and described Premises with the appurtenances unto the Edmund H Powell his heirs and assigns forever, And the said party of the first Part, do for Covenant, grant, Promise and agree to & with the said Edmund H Powell his heirs and assigns the above described & hereby granted premises and every Part and Parcel with the appurtenances unto the said E H Powell his heirs and assigns against the said Party of the first part and against all Persons lawfully or Equitably Claiming or to Claim said Premises or any Part thereof by from or under him or any of them shall & will Warrant & by these Presents forever defend.

In testimony whereof the said Party of the first part hath hereunto set their hands & seals the day & date above written

Signed Sealed & delivered
in Presence of
David Sutherland
H. H. Whitsmore

Anderson Thompson [Seal]
Elizabeth Thompson [Seal]
Thomas P. Ellison [Seal]
Mary Ellison [Seal]
Leroy Moore [Seal]
Laura Moore [Seal]
Joseph Moore [Seal]
Cassy Ann Moore [Seal]
Williams Moore [Seal]

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in & for said County, Anderson Thompson & Elizabeth his wife Joseph Moore and Cassandra his wife, Leroy Moore and Laura his wife, Thomas Ellison and Mary his wife and Williams Moore who acknowledged that they signed sealed & delivered the foregoing deed or instrument of Writing as their act and deed for the uses and purposes therein mentioned. And also at the same time Elizabeth wife of Anderson Thompson, Cassandra wife of Joseph Moore, Laura wife of Leroy Moore, Mary wife of Thos Ellison who being examined separate and apart from their husbands acknowledged that they signed, sealed & delivered the foregoing instrument of Writing as their act & deed without any fear, threat or Compulsion of their said husbands.

Given under my hand & seal this 5th May 1838

David Sutherland J. P. [Seal]

VII

(7)

Benjn. F. Chambers } Received for Record May 25th & Recorded June 29th 1838
Deed
Owen Van Vacter } The State of Mississippi
Madison County } This Indenture Made and entered into the twenty first day of May in the year of our Lord Eighteen hundred and thirty eight. by and between Benjamin F. Chambers of the County and State aforesaid of the first Part, and Owen VanVacter of said County and State of the second Part, Witnesseth. that Whereas a deed of Indenture was made and entered into the twenty fifth day of March Anno Domini Eighteen Hundred and thirty seven, between John J. Botler and Ann E. Botler his wife of the one Part, and Benjamin F. Chambers, Trustee, for the use benefit and behoof of William H. Washington of the other Part, all of the County and State aforesaid; by which Deed of Indenture, the said John J. Botler and Ann E. Botler his wife conveyed to the said Benjamin F. Chambers, for certain Purposes in said Deed of Indenture (commonly called a Deed of Trust) mentioned, certain Lands and Negroes hereinafter described all which will more fully and at large appear, reference being had to said Deed of Indenture, and Whereas also, in Conformity with the Provisions of the aforesaid Deed of Indenture (commonly called a Deed of Trust) the Lands and Negroes hereinafter described were exposed to Sale in front of the Planters Hotel in the Town of Madisonville between the hours of 11 o'Clock A.M. and 4 o'Clock P.M. of this the twenty first day of May in the year of our Lord Eighteen Hundred and thirty eight. thirty days notice of the time and Place of Sale having been given in the Canton Herald: Published in the Town of Canton in the County and State aforesaid at which Sale the said Owen VanVacter was the highest bidder and was duly declared the Purchaser of said Property hereinafter described.

Now this Indenture Witnesseth that the said Benjamin F. Chambers by virtue of the Power in him vested by the Provisions of the deed of Trust aforesaid, for and in Consideration of the Sum of three Thousand Nine Hundred and ten dollars. the Sum bid for the Property hereinafter described by the said Owen VanVacter the receipt whereof is hereby acknowledged has granted, bargained, sold, conveyed, and delivered, and by these Presents do the grant, bargain, sell, convey, and deliver, unto the said Owen VanVacter his heirs and assigns the following described Lands and Negroes, being in the County and State aforesaid to Wit; Sale. four and fifty one Section four Township Eight of Range Number four East. The East half of the South East quarter, the North half of the West half of the South East quarter, the South half of the North East quarter, the South half of the East half of the North West quarter of Section four. Township Eight of Range four East. Containing by Estimation three Hundred and sixty acres, be the same more or less. Also the following Negroes to Wit; Randall aged about thirty eight years Milly aged about Fifteen years. Harriett aged about Eighteen years and Eliza aged about thirteen years. To Have and to Hold the said Lands and Negroes unto the said Owen VanVacter his heirs and assigns forever, And the said Benjamin F. Chambers, for himself and his heirs the above described Premises and every Part and Parcel thereof against him

and his heirs and all and every other Person and Persons whatsoever. to the said Covenantee, his Heirs and Assigns will forever Warrant and defend by these Presents so far as any title to said Premises is in him vested by virtue of the Deed of Trust hereinbefore Mentioned

In Testimony of all which the Parties hereto have set their hands and seals the day and year first above written,

Benj. F. Chambers
Owen VanVacter

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the above Mentioned Benjamin F. Chambers and Owen VanVacter, who acknowledged that they Signed Sealed and delivered the above Written Deed of Indenture as their act and Deed for the Purposes therein Contained,

Given under my hand and seal this 21st day of May in the year of our Lord Eighteen Hundred and thirty Eight.

Henry Garrett J.P. [seal]

John G Hall Trustee Received for Record 26th May & Recorded 30th June 1838

Deed
Joseph Clark 3 Whereas Andrew Ellis Sen and Judith his wife made on the Nineteenth day of March in the year of our Lord Eighteen hundred and thirty Second their certain Deed of Trust or Mortgage with Power for Sale to Edward Ford, Nicholas W Ford and William F Markham Partners in Trade and Trading under the firm and Style of Ford, MacRhenn & Co of the City of Vicksburg Warren County and State of Mississippi. for whose use and benefit it was therein appointed Their Trustee which will be found Recorded at the Probate Clerk office in the County of Madison and State aforesaid in Book of Deeds A Page 419. 420 and 421. Now as well in Consideration of the Premises, as for the Power vested in me by the said Deed of Trust & hereunto made at the request of Ford MacRhenn & Co a Sale of the land Specified in the said deed on the Ninth day of April in the year of Our Lord Eighteen hundred and thirty eight, and now make this Indenture on the day and year aforesaid to Joseph Clark, his Heirs Executors and Administrators as the highest bidder of the following Parcels or tracts of land, sold by me by Virtue as aforesaid, for the Consideration of Nine Thousand Dollars the receipt whereof is hereby acknowledged. And have sold at Public auction to the said Clark, as highest bidder on the day and year aforesaid, the following Lands lying and being in the County of Madison and Marion and described as follows to Wit, The South West quarter of Section twenty Eight, in Township Eight of Range one West, the West half of the North West quarter of Section twenty Eight in Township Eight of Range one West, the South half of the East

half of the North West quarter, and South half of the West half of the North East quarter of Section twenty Eight in Township eight of Range one West, Containing in all three hundred and twenty acres be the same more or less To Have and to Hold unto the said Joseph Clark his heirs, Executors or administrators forever, together with all the rights title and interest, and appurtenances thereunto belonging or in any wise appertaining and to his only use and behoof

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

John G. Ott [Seal]

The State of Mississippi } This day came John G. Ott in his own proper Person
Madison County } who acknowledged that he made the foregoing deed of Conveyance to Joseph Clark thereby and by the Power vested in him by a certain deed of Trust made as described in said deed hereunto annexed without the fear threats or Compulsion of any of the Parties belonging to the said deed of trust, but through the Power Possessed therein as Trustee,

Given under my hand & seal this 10th day of April 1838

Wilkd Hart, J.P. [Seal]

John Vickers } Received for Record May 26th & Recorded June 30th 1838
to
Joseph Clark } This deed made on the fifteenth day of December one thousand Eight hundred and thirty between John Vickers and Mary Ann Vickers his wife of the one part, and Joseph Clark of the other part both of the State of Mississippi Madison County, Witnesseth that for and in Consideration of the Sum of Nine hundred Dollars in hand Paid or secured to be Paid by the said Joseph Clark to said John Vickers. The said John Vickers and Mary Ann his wife doth hereby grant sold and by these presents doth Convey unto said Joseph Clark a full title in fee simple to the South East quarter of Section twenty one of Township Eight in Range one West Choctaw District which title said John Vickers and Mary Ann his wife doth engage to warrant and defend to said Joseph Clark his heirs and assigns forever, against all Claims whatever with all its appurtenances. In testimony whereof said John Vickers and his wife Mary Ann hath hereunto signed their names and made their seals this day and date above mentioned in Presence of the undersigned Witnesses,

John Vickers [Seal]
Mary Ann Vickers [Seal]

The State of Mississippi } Personally appeared before me James H. Blackledge
Madison County } Justice of the Peace in and for said County John Vickers who acknowledged he signed sealed and delivered the written deed on the day and year therein mentioned as his act and deed. and Mary Ann Vickers his wife being examined separate and apart from her said husband did acknowledge that she signed sealed and delivered the written deed on the day and year therein mentioned as her

own voluntary act and deed without any fear threats or Compulsion from her said Husband. Given under my hand and seal this twenty fifth day of December 1830

Jas Black J.P. Seal

vvv

Pierson Lewis & Wife } Received for Record 23rd May & Recorded 30 June 1838.
to
J. M. Maddington } Deed

This Indenture, made and entered into this the Eighth day of March in the year of our Lord One thousand Eight hundred and thirty seven between Pearson Lewis, Jun Executor or administrator of the County of Madison and State of Mississippi of the first Part, and James M Maddington of the County and State aforesaid of the other Part. Witnesseth that for and in Consideration of the Sum of Four thousand five hundred and fifty Dollars in hand Paid by the said James M. Maddington the receipt whereof & the said Lewis do hereby acknowledge, doth grant bargain, sell and convey unto the aforesaid James M Maddington his heirs and assigns the following tracts or Parcels of land situate lying and being in the County and State aforesaid and is known and designated as follows, to wit, the North East quarter of Section four and the East half of the same in Township Eight Range One West Containing Eighty Acres More or less. Also a part of the West half of the North East quarter of Section four in Township Eight of Range One West; it being all the land East of Gaines line and the Main Road leading from Vernon to Clinton supposed to Contain fifty acres More or less. To Have and to Hold the aforesaid land & Premises, together with all and singular the appurtenances thereunto belonging to his own Proper use and behoof forever. And the said Pierson Lewis doth for himself his heirs Executors or administrators Covenant to and with the said James M. Maddington his heirs and assigns that he will warrant and forever defend the title to the aforesaid lands against the Claim or Claims of all and every Person or Persons whatsoever, In Witness Whereof & the said Pierson Lewis do hereunto set my hand and affix my seal

Signed in Presence of
A. Mitchell,

Pierson Lewis Seal
Martha Lewis Seal

The State of Mississippi } Personally appeared before me A. Mitchell a
Madison County ss. } Justice of the Peace of said County the aforenamed Pierson Lewis and Martha Lewis his wife who severally acknowledged that they signed sealed and delivered the foregoing Deed of Conveyance on the day and year therein mentioned as their act and deed, and on a Private Examination separate and apart from her Husband the said Martha Lewis acknowledged that she signed sealed and delivered the same, as her voluntary act and deed. Without any threats fear or Compulsion from her Husband,

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

A. Mitchell J.P. Seal

vvv

Wm Montgomery } Recorded for Record 2nd July 1838
Deed
Alex. McIntyre }

This Indenture Made and entered into this 10th day of April Eighteen hundred and Thirty Eight between William Montgomery of the County of Madison and State of Mississippi of the first and Alexander McIntyre of the County and State aforesaid of the second Part Witnesseth that the said William Montgomery (hath for and in consideration of the sum of Eight hundred dollars to him in hand paid by the said Alexander McIntyre at and before the ensealing and delivering of these Presents the receipt and payment of which the said William Montgomery does hereby acknowledge and therefrom acquit and forever discharge the said Alexander McIntyre) given granted bargained sold conveyed and confirmed, and by these Presents does give, grant, bargain, sell convey and confirm unto the said Alexander McIntyre a certain lot or piece of land situate lying and being in the Town of Canton and County & State aforesaid and known as being a part of Lot No One in Square No Six according to the Plan of said Town, Beginning twenty five feet West of the North East corner of said lot and running South one hundred feet, thence West twenty five feet, thence North one hundred feet to the Public Square, thence East to the beginning. To Have and to Hold forever in fee Simple. And the said William Montgomery doth for himself his heirs Executors and administrators covenant with the said Alexander McIntyre his heirs Executors, Administrators, and assigns to warrant and forever defend the title to the above described Property unto the only Proper use and behoof of the said Alexander McIntyre his heirs Executors, administrators and assigns in fee simple forever, And the said William Montgomery doth covenant to warrant the title of the said land or Piece of ground from the lawful or equitable Claim or Claims of all and every Person Claiming or to Claim the same whatsoever.

In testimony whereof the said William Montgomery hereunto Puts his hand and seal on the day and year first above written.

William Montgomery [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 Montgomery who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed for the Purposes therein specified.

Given under my hand and seal of office at Canton this 2nd day of July A.D. 1838

John J. Cameron Clerk

Harvey M. McWalker Received for Record May 25th & Recorded July 28th 1838

Deed

James Walker } Know all men by these Presents, that Whereas I Harvey
to } M. Walker of Madison County in the State of Mississippi, am justly indebted
James Walker } to James Walker of Maury County, Tennessee, in the sum of Thirty four
hundred Dollars or Five thousands, and am desirous to secure the Payment
of said Sum of Money to said James Walker - and Whereas I the said
Harvey hold the Two Promissory Notes of Seth Bedford & and James F. Bedford
each dated the Eighth day of December 1836 for four thousand four hundred
& fifty four Dollars and fifty five Cents Each, Payable to said Harvey, one
on the eighth day of December 1838, and the other on the Eighth day of December
1839. there being a Credit entered on each of said Notes for the Sum of Eighteen
hundred & eighty eight dollars eighty eight Cents, and said Credits being
entered as of the Maturity of each of said Notes respectively, and not to draw
interest until said Notes respectively Mature, for the Payment and Security
of Which said Sums of Money due on said Notes the said Harvey has obtained
a Deed of Trust executed by Seth Bedford, George Bedford & John Bedford - da-
ted, some time about the Eighth day of December 1836. and more recorded in the
Office of the Probate Court of Madison County aforesaid, as by reference thereto
will more fully appear, Now therefore in Consideration of the Premises and
of the further Sum of Ten dollars to me in hand Paid, I have transferred
assigned and made over and by these Presents do assign Transfer and make
over unto the said James Walker his Heirs Executors, Administrators & assigns
all my right, title Claim interest in & to the aforesaid Promissory Notes, and
the Money due thereon or to become due, and all the right, title, Claim and
interest, benefit advantage and Security intended to be conferred by the
aforesaid deed of trust, together with all and singular the rights Privil-
eges and Powers in the said deed Specified in as full and ample a Manner
as I Could exercise the same To Have & To Hold the aforesaid Promissory Notes
and the rights, Privileges & Powers Conferred by said deed of Trust, to the said
James Walker, his Heirs Executors and administrators and assigns in trust
however and for the following uses and purposes, to wit, after the aforesaid
Money shall be Collected on said Notes and deed of trust, the said James
Walker shall first & fully so much thereof to the Payment of the debt & interest
due to him as aforesaid, as will satisfy the same, and the residue if any
shall Pay over to me, my heirs, Executors and administrators or assigns
In testimony Whereof I hereunto set my hand and seal this
this first day of February Anno Domini Eighteen Hundred & thirty eight
Signed Sealed & delivered in presence of
A. H. Handy
John B. Johnson
J. Handley

H. M. Walker [Seal]

The State of Mississippi } Personally appeared before me the subscriber
Madison County to wit } a Justice of the Peace in and for the County and
State aforesaid, John Handley, one of the Subscribing Witnesses to the annexed
Deed or instrument of Writing who being first duly sworn deposeth and -

saith that he saw the above named Henry McMackenhaze name is subscribed thereto sign seal & deliver the same to the agent of James Walker also therein named, that he the deponent subscribed his name as a witness thereto in the presence of the said Henry McMackenhaze and that he saw the said A. McCurdy and John B. Johnson, the other subscribing witnesses thereto sign the same in the presence of the said Henry McMackenhaze and in the presence of each other on the day year of the date of said instrument writing therein named.

Given under my hand & seal this 25th day of May Anno Domini 1838

Henry Crane J.P. [seal]

F. G. Waddington } Received for Record 26th May & Recorded 2nd July 1838
Deed
Louis M. B. Jones } This Indenture made and entered into this 10th day of February A.D. 1837 between Felix G. Waddington of the County of Madison and State of Mississippi of the first part and the Present and grantee Louis M. B. Jones of the County & State aforesaid of the second part, Witnesseth, that for and in Consideration of the sum of One hundred & fifty dollars in hand paid by the said Parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, he the granted bargained and sold & by these Presents do grant bargain and sell all his right title and interest to a certain lot of land lying and being in the Town of Vernon County & State aforesaid & designated as Lot No Two in the plat of said Town, Containing One hundred feet fronting the street running back two hundred feet, To Have & to Hold the aforesaid lot together with the appurtenances thereunto belonging to their own Proper use & behoof forever.

In testimony Whereof I do hereunto set my hand and affix my seal the day and year first above written.

John Montgomery
Roy E Roper—

F.G. Waddington [seal]

State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the Peace in and for said County Felix G. Waddington who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed and for the purposes therein contained.

Given under my hand and seal this 15th May 1838

J. A. Dedmon, J.P. [seal]

vvv

W. C. Gillespie } Received for Record May 26th & Recorded July 2nd 1838
Deed
John D. Shuler } This Indenture made and entered into this 8th day of May A.D. 1838 between Allen C. Gillespie of the County of Madison and State of Mississippi of the first part, and John D. Shuler of the same County & State of the second part Witnesseth, that the said Allen C. Gillespie for and in consideration of the sum of One Thousand dollars to him in hand paid by the said John

D. Shuler the receipt whereof is hereby acknowledged hath bargained, sold & Conveyed unto the sd John D. Shuler the following described tract or parcel of land Situated lying and being in the County of Madison and State aforesaid and Known as the South East quarter of Section Twenty three Township No 12. Range No 2 East. Containing One hundred and fifty nine and 81/100 acres more or less To Have and to Hold to the use and benefit of the sd John D. Shuler together with all & singular the hereditaments & improvements thereunto belonging or in any manner appertaining forever. The said Allen C. Gillespie hereby binds himself to Warrant and forever to defend the same against the Claim or Claims of all manner of Persons to the sd John D. Shuler his heirs and assigns forever.

In testimony Whereof the sd Allen C. Gillespie has hereunto set his hand and affixed his Seal the day & date above written

Attest, A. C. Gillespie [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 A. C. Gillespie who acknowledged that he signed Sealed and delivered the within 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 26th day of May A.D. 1838

John T. Cameron Clerk

Charles Moore } Received for Record May 28th & Recorded July 3rd 1838.
Deed
Rufus N. Huck } The State of Mississippi
Madison County } This Indenture made and entered into the twenty first day of May in the year of our Lord Eighteen hundred and thirty eight Boy and between Charles Moore of the one Part, and Rufus N. Huck of the other Part. Witnesseth. Whereas a Deed of Indenture was Made and entered into the fifth day of March in the year of our Lord Eighteen hundred and thirty seven, between Thomas C. McDonald and Mary H. his Wife of the first Part, Henry B Ely of the second Part, and Rufus N Huck of the third Part, the object of which Deed of Indenture, now of Record in the Clerks Office of the Probate Court of Madison County, was to convey to the said Henry B Ely certain Lots Tracts or Parcels of Land therein after described as well as certain other Property in said Deed Mentioned, for Certain Purposes therein set forth, all which will more fully and at large appear reference being thereunto had, And whereas in Consequence of the death of the said Henry B Ely, it became necessary to substitute another to carry out the Purposes in the above named Deed of Indenture Mentioned, and therefore a Deed was Executed on the twenty fourth day of November in the year of our Lord Eighteen hundred and thirty seven by and between the said Thomas C. McDonald and Mary H. his Wife of the one Part, and the said Rufus N. Huck, of the other part, by which Deed Charles Moore

of the County and State aforesaid, was Constituted and appointed in the Place and stead of the said Henry B Ealy to Carry out the Purposes in the said first Said Contemplated; all which will More fully and at large appear, reference being had to said last named Deed. Now of Record in the Clerks Office of the Probate Court of said County. Now this Indenture Witnesseth, that the said Rufus N. Flack having become the Purchaser of the Property hereinafter mentioned, he being the highest bidder therefor at a Sale had in pursuance of the object Contemplated in the above mentioned deeds, and that in Consideration of the Sum of three hundred and fifty One Dollars in hand Paid by the said Rufus N. Flack, on the day of Sale aforesaid, the receipt whereof is hereby acknowledged, the said Charles Moore hath granted, bargained Sold, and Conveyed, and doth hereby grant, bargain, Sell and Convey unto the said Rufus N. Flack his heirs and assigns forever the following described lots, tracts or Parcels of land, Situated, being, and lying in the County and State aforesaid and More Particularly designated as being East half of the North East quarter of Section seven, Township Eight, Range four East, and the North West quarter of Section Eight Township Eight Range four East, To Have and to Hold the above described Premises and every Part and Parcel thereof to gether with all and singular the appurtenances thereunto in any wise belonging unto the said Rufus N. Flack his heirs and assigns forever, And the said Charles Moore Covenants, Warrants and agrees to and with the said Rufus N. Flack his heirs and assigns forever that He the said Moore will forever Warrant and defend the title to the above described Premises against himself and his heirs and assigns, and against all and every other Person or persons, that is to say, so far as the title is in him the said Moore vested by virtue of the above described and Mentioned deeds — In testimony of all Which the said Parties have hereunto set their hands and seals the day and year first above written

Charles Moore [Seal]

The State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the Peace in & for said County Charles Moore who acknowledged that he Signed Sealed and delivered the above and for the Consideration therein Mentioned.

Given under my hand & seal this 22nd day of May 1838

Henry Garrett J. P. [Seal]

John Briscoe } Recorded for Record May 28th & Recorded 3rd July 1838
Deed
Wesley Drane } This Indenture Made this the Twenty third day of May 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 Wesley Drane of the Town of Canton, and County and State aforesaid of the second Part Witnesseth, that the said John Briscoe and Jane his wife in and for the Consideration of the Sum of Three Hundred and fifty dollars in hand Paid the receipt whereof is here by acknowled-

-gd. have granted, bargained, sold, aliened, conveyed and confirmed and by these Presents do grant, bargain, sell, alien, convey and confirm unto the said Wesley Deane his heirs and assigns. all that lot or Parcel of ground lying and being in the Town of Canton Madison County and State of Mississippi Known and designated as follows. Beginning at the Corner of Liberty and Academy Streets on the West of Liberty Street running West with Academy Street Two hundred feet to a Stake. thence South One hundred feet to a Stake, thence East Two hundred feet to Liberty Street, thence North with said Street One hundred feet to the place of the Beginning. And appurtenances. and all the Estate right interest, title and Property, and Claim of them the said John Briscoe and Jane his Wife of and 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 Wesley Deane his heirs and assigns forever, and the said John Briscoe and Jane his Wife for themselves their heirs Executors and administrators do Covenant, Promise and agree to and with the said Wesley Deane his heirs and assigns by these Presents. that the Premises before mentioned Hereare. and every part shall be free from all former grants, gifts, Sales, bargains and Charges and Encumbrances 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 Wesley Deane his heirs and assigns. against the said John Briscoe and Jane his wife, and their heirs and all and every other Person or Persons Whatsoever do and will Warrant and defend forever 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

John Briscoe [Seal]
Jane Briscoe [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 John Briscoe and Jane 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 Jane Briscoe wife of the said John Briscoe being by me examined Separate and apart from her said husband acknowledged that she signed sealed and delivered the said Deed as her voluntary act and deed freely and of her own accord without the fear threats or Compulsion of her said husband on the day and year and for the Purposes therein set forth

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

John J Cameron Clerk

V.V.

Bede Johnson } Recvd for Record May 30th & Recorded July 3rd 1838
Deed
Elias Johnson } This Indenture made and entered into this 27th first day of March in the year of our Lord One Thousand Eight hundred and thirty eight between Bede Johnson and Cynthia Johnson his wife of the first Part and Elias Johnson of the other Part, all of Madison County and State of Mississippi. Witnesseth that in and for consideration of Seven Thousand five hundred Dollars to them in hand Paid the receipt whereof is hereby acknowledged we have this day given, granted, bargained, and sold, and by these Presents do grant, bargain and sell to him the said Elias Johnson his heirs and assigns forever. The following described Land (Viz) the West half North East quarter Section Thirty four, and West half South West quarter Section thirty five, and South half West half South East quarter Section thirty five, South half East half South East quarter Section thirty five, and the West half South East quarter Section thirty six, all in Township Twelve Range three East Madison County. State aforesaid, containing three hundred and Twenty acres more or less. To Have and to Hould the above described Parcels of Land together with all the rights, Privileges, and appurtenances thereunto belonging to him the said Elias Johnson his heirs and assigns forever, and we the said Bede Johnson and Cynthia Johnson, Warrant and Covenant with the said Elias Johnson that until the ensealing hereof we were well seized in fee simple of said Lands, and have right to convey the same as above. We therefore bind our selves our heirs to him the said Elias Johnson, his heirs and assigns, we will warrant to and forever defend against the Claim or Claims of any person or persons whatever lawfully Claiming the same. — In Testimony whereof the the said Bede Johnson — Cynthia Johnson have hereunto set our hands and seals the day and date above written,

Acknowledged before me as acting Justice of the Peace April 26th 1838 James M. Baker J.P. } Bede Johnson [seal] Cynthia Johnson [seal]

State of Mississippi } Madison County } Personally appeared before me James M. Baker as acting Justice of the Peace for said County Cynthia Johnson the Wife of Bede Johnson and acknowledged that she signed the written Instrument and relinquishes all her dower to the same, voluntarily without reward, fear or threat of her husband the said Bede Johnson

Given under my hand this 26th day of April 1838
James M. Baker, J.P.

Bede Johnson } Received for Record 30th May & Recorded 3rd July 1838
Deed
Wm A Arnold } This Indenture made this 27th day of March in the year of our Lord One Thousand Eight hundred and thirty eight Between Bede Johnson and Cynthia Johnson his wife of the first Part and William A. Arnold of the other Part all of the County of Madison and State of Mississippi Witnesseth

That in and for Consideration of Two Thousand dollars in hand Paid the receipt whereof is hereby acknowledged, have given granted and sold unto the said W. J. Arnold his heirs and assigns forever. the following tract or Parcel of land (viz) the East half of North West quarter of Section Thirty two. Township Twelve. Range four East, and West half South East quarter Section Thirty two Township Twelve Range four East. containing One hundred and Sixty acres be the same More or less. To have And to hold the above described Parcel of land to him the said Wellcome J. Arnold his heirs and assigns forever, And we the said Bede Johnson and Cynthia Johnson. Warrant to and Covenant with the said W J. Arnold that until the ensealing hereof we were well seized in fee simple of said Lands and have right to convey the same as above. We bind ourselves, our heirs &c to him the said Arnold his heirs &c we will warrant and forever defend against the lawful Claim or Claims of any Person or Persons whatsoever Claiming

In testimony Whereof we the said Bede Johnson and Cynthia Johnson have hereunto set our hands and seals the year and day first Written.

Bede Johnson [Seal]
Cynthia Johnson [Seal]

State of Mississippi }
Madison County } Personally appeared before me James M. Baker an acting Justice of the Peace in and for said County Bede Johnson and acknowledged that he signed. sealed. and delivered the written and for the Purposes therein expressed. Also at the same time Cynthia Johnson the wife of the said Bede Johnson and after being Examined by me Separate and apart from her said husband acknowledged that she signed the written and relinquishes all her dower to the same Voluntary and without threat coercion or fear of her said Husband the said Bede Johnson.

Given under my hand and Seal this 30th day of May 1838
James M Baker J.P. [Seal]

Robert Foster } Received for Record May 30th & Recorded July 3rd 1838
And
Bede Johnson }

This Indenture Made this fourth day of January One thousand Eight Hundred and thirty eight between Robt Foster of the County of Adams. State of Mississippi and Bede Johnson of Madison County and State aforesaid of the other Part Witnesseth that the said Robt Foster for and in Consideration of four Hundred Dollars in hand Paid the receipt whereof is hereby acknowledged have this day granted bargained and sold and by these Presents do grant bargain and sell unto the said Bede Johnson. his heirs and assigns all that tract or parcel of land Situated lying and being in the County of Madison and State aforesaid and known as the South half West half South East quarter Section Thirty four Township Twelve Range three East Containing forty acres More or less. together with all the Privileges and appurtenances thereunto belonging to the same and to Hold the same tract or Parcel of land with the rights &

aforesaid unto him the said Rede Dawson his heirs & forever free from
Claim or Claims. or Claimes of all and every Person or persons whatever
Claiming in any wise. Shall will and does forever Warrant and defend
by these Presents. In Testimony Whereof I have hereunto Set my hand
and Seal. the day & date above Written.

Robert Foster [seal]

State of Mississippi }
Madison County } Personally appeared before me Samuel Hamblin
an acting Justice of the Peace in and for said County Robert Foster
who acknowledged that he Signed Sealed and delivered the foregoing
deed on the day and year therein Mentioned as his own act and
deed and for the purposes therein Mentioned.

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

Samuel Hamblin J.P. [seal]

Filed Aug 3rd 1838

Healent Alford & wife } Received for Record 2nd June & Recorded 3rd July 1838
To
Thomas Hardiman } Know all men by these Presents that we Healent Alford and Harriet C. Alford wife of the said Healent Alford of Madison County State of Mississippi in Consideration of the Sum of Seven Hundred two hundred dollars to us in hand Paid by Thomas Hardiman the receipt of which is hereby acknowledged do by these Presents give, grant, bargain sell and Convey unto the said Thomas Hardiman his heirs and assigns a Certain tract or Parcel of land Situate in the County of Madison and State aforesaid, and known and designated in the Survey of said land as the West half of Section twenty two, and the South West quarter of Section fifteen Township Eight Range Two East, together with all the privileges and appurtenances to the said land in any wise appertaining or belonging. To Have and to Hold the above granted Premises to the said Thomas Hardiman his heirs and assigns to his and their use forever, and we the said Healent Alford and Harriet C. Alford for our selves our heirs Executors and Administrators do Covenant with the said Thomas H. Hardiman his heirs and assigns that we are lawfully Seized in fee of the aforegranted Premises. that they are free from all incumbrances, that we have good right to Sell and Convey the same to the said Thomas Hardiman as aforesaid, and that we will and our Executors, heirs and administrators shall warrant and defend the same to the said Thomas H. Hardiman his heirs and assigns forever against the lawful demands of all Persons Whatsoever. — In testimony Whereof we the said Healent Alford and Harriet C. Alford sign as aforesaid have hereunto set our hands and seals this the 23rd day of February 1835

Healent Alford [seal]
Harriet C. Alford [seal]

The State of Mississippi }
Madison County } Personally appeared before the undersigned
Justice of the Peace in and for said County Healent Alford one of the
parties to the above deed who acknowledged that he signed Sealed and delivered

the same for the Purposes therein Specified and at the same time came Harriet C. Alford wife of the said Walcut Alford who being by me examined separate and apart from her said Husband acknowledged that she signed sealed and delivered the foregoing Deed of her own free will without any threats or Compulsion by her said Husband.

In Witness Whereof I hereunto set my hand and seal this the 23rd day of February 1838

T. S. Salmon J.P. Seal

John Briscoe Filed 3 Received for Record June 4th & Recorded July 3rd 1838

Deed

William B. Ross } This Indenture made and entered into this second day of June in the year of our Lord Eighteen Hundred and thirty Eight between John Briscoe and Jane his wife of the County of Madison and State of Mississippi of the first part and William B. Ross of the County of Hinds and State aforesaid of the second part. Witnesseth That the said John Briscoe and Jane his wife for and in Consideration of the sum of Twelve hundred Dollars to them in hand Paid by the said William B Ross at and before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged, and the said William B Ross and his heirs & forever released and discharged therefrom have this day granted, bargained Sold and Conveyed and by these Presents do grant, bargain, sell and Convey, unto the said William B Ross his heirs and assigns forever, a Certain lot or parcel of ground, situate, lying and being in the Town of Canton Madison County & State aforesaid Bounded and described as follows to Wit. Beginning at a stake on Liberty Street at the South West Corner of a Lot owned by Wesley Drane and on which he resides, and running East with Dranes line and Mrs Phocas line 400 feet to Joseph S. Collins line thence South with Collins line 100 feet to a stake Robert Montgomery North East Corner. thence West with Montgomery and Woodrees line 400 feet to a stake on Liberty Street, thence North with said Street to the beginning. together with all and singular the Hereditaments and appurtenances thereunto belonging or in any wise appertaining. And also all the Estate right title interest property Claim and demand Whatsoever of them the said John Briscoe and Jane his wife of in or to the same or any part thereof either at law or in equity. To Have and to Hold said Premises with the appurtenances unto the said William B. Ross his heirs and assigns forever. And the said John Briscoe and Jane his wife for themselves, their heirs Executors & administrators do covenant and agree to and with the said William B Ross his heirs and assigns. that they the said John Briscoe and Jane his wife and their heirs Executors and Administrators will warrant and defend the above described and hereby Conveyed premises with the appurtenances unto the said William B Ross his heirs and assigns against the Claims and demands of all Persons lawfully or equitably Claiming or to Claim said premises or any part thereof = &c

In Witness of all which the said John Briscoe and Jane his wife have hereunto =

set their hands and affixed their seal the day and year first above Written.

John Brisco [seal]
Jane Brisco [seal]

The State of Mississippi
Madison County } Personally appeared before me John A. Cameron Clerk of the Portsate Counts of said County the above named John Brisco and Jane 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 Jane Brisco wife of the said John Brisco being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely and of her own accord without the fear threats or compulsion of her said husband on the day and year and for the purposes therein expressed.

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

John A. Cameron Clerk

J.W.P. McGuiney } Received for Record June 4th & Recorded July 3rd 1838
Said
Jonathan Coleman } This Indenture made this fourth day of May in the year of our Lord One thousand Eight hundred & Thirty eight between J.W.P. McGuiney and his wife Martha M.C. McGuiney of the County of Madison & State of Mississippi of the one part & Jonathan Coleman of the County of Lake & State aforesaid of the other part. Witnesseth, That the said J.W.P. McGuiney & Martha M.C. his wife for & in consideration of the sum of fourteen thousand three hundred and thirty one 60/100 Dollars to them in hand paid the receipt whereof is hereby acknowledged have bargained sold & conveyed & by these presents do bargain sell & convey unto the said Jonathan Coleman the following tracts or parcels of land situated in the County of Madison & State aforesaid and designated as the South East quarter & the East half of the South West quarter of Section twenty two & the South West quarter & the West half of the North East quarter of Section twenty three & the North half of the East half of the North West quarter of Section twenty four & the North West quarter & the South half of the West half of the North East quarter & the West half of the South West quarter of Section twenty six, all of Section twenty seven & the East half of the South East quarter of Section twenty eight & the North half & the North West quarter of South West quarter of North West quarter of Section thirty four in Township Ten Range One East, & District of Choctaw, containing by estimation Fifteen Hundred & fifty acres be the same more or less. To Have and to Hold the above described land & bargained Premises with all & singular the hereditaments & appurtenances thereunto belonging to the only proper use & benefit of him the said Jonathan Coleman his heirs & assigns forever. And the said J.W.P. McGuiney and Martha M.C. his wife for themselves their heirs Executors, administrators & assigns, do covenant & agree to & with the said Jonathan Coleman his heirs & that they will

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warrant & forever defend the above described land & bargained premises against the lawful claim title or demand of any & all persons whomsoever.

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

J.W.P. McGimsey [seal]
Martha M.C. McGimsey [seal]

The State of Mississippi }
Madison County } Personally appeared before me James M Baker an acting Justice of the Peace in & for said county the within named J.W.P McGimsey who acknowledged that he signed sealed & delivered the foregoing Deed of Conveyance on the day & year therein written as his act & deed for the purposes therein mentioned, And at the same time came Martha M.C. McGimsey wife of the said J.W.P. McGimsey who being examined separate & apart from her said husband acknowledged that she signed sealed & delivered the foregoing deed freely, voluntarily & of her own accord without any fear threat or compulsion of her said husband on the day & year therein written for the purposes therein mentioned.

Given under my hand & seal this 30th day of May 1838

James M Baker J.P. [seal]

Saml. McGlamery Clk } Received for Record June 4th & Recorded July 5th 1838
Jud }
Jesse Heard } State of Mississippi }
Madison County } This Indenture made and entered into this 31st day of May in the year of our Lord 1838 Between Samuel McGlamery Sheriff of Madison County & State aforesaid of the first part, and Jesse Heard of the County and State aforesaid of the second part, Witnesseth, that Whereas Isaac Woods on the 3rd day of May 1836 in the Circuit Court of Madison County aforesaid, by the Judgement of said Court recovered against Samuel H. Ashley, the sum of Four Hundred & twenty two dollars and three Cents, including damages and Costs of suit, and Whereas an Execution (to Wit) a Fieri Facias was issued by the Clerk of said Circuit Court aforesaid, and delivered into the hands of the said Sheriff of Madison County to whom the same was directed was levied upon certain property of the said Samuel H Ashley in obedience to the Execution aforesaid upon the Judgement aforesaid, and a forthcoming Bond being taken for the delivery of said Property at the Place and time therein appointed for the sale of the same, with Thomas Brown and Willis Watlow Security, And Whereas the said Sheriff returned to the Clerks office of said Circuit Court aforesaid the said forthcoming Bond forfeited. And Whereas the Clerk aforesaid of the Circuit Court aforesaid did on the 20th day of January 1838 issue an Execution (to Wit) a Fieri Facias upon the said forfeited Bond aforesaid including costs therein specified. against the said Samuel H Ashley and Securities aforesaid and delivered into the hands of the said Sheriff to whom the same was directed, And Whereas also the said Sheriff of Madison County did levy the last aforesaid execution immediately thereafter on the following tract of land lying and being in the said County of Madison the property of the said

Samuel M Ashby aforesaid. Parcel and designated as the West half of the North West quarter of Section 5. Township 10. Range 3 East Containing Eighty acres. More or less. With all the improvements thereunto belonging. And whereas the said Sheriff did afterwards in Conformity to the Statute in such Case made and Provided at least thirty days Previous to the day of Sale advertize the said tract of land in the Canton Herald a Public Newspaper in the aforesaid County for Sale on the 16th day of April 1838. at the Court House door in the Town of Canton. at which time and Place the said Sheriff offered the said tract of land for Sale to Satisfy the aforesaid Execution and the said Jesse Heard Having bid the Sum of Two hundred & Seventy dollars. which bid being the highest that could be obtained. became the Purchaser thereof.

Now therefore in Consideration of the Sum of Two hundred and Seventy dollars in hand paid by said Jesse Heard the receipt whereof is hereby acknowledged, he the said Samuel M. Hennessy Sheriff as aforesaid by virtue of the power in him for this Purpose vested. doth hereby bargain sell and Convey unto the said Jesse Heard and to his heirs and assigns forever. the aforesaid tract of land and all the improvement thereunto belonging. To Have and to Hold. unto the said Jesse Heard his heirs and assigns forever. In testimony whereof the said Samuel M. Hennessy Sheriff aforesaid hath hereunto set his hand and affixed his Seal the day and year above written.

S. M. Hennessy Sheriff [Seal]

The State of Mississippi }
Madison County } Personally appeared before me Joseph F. Cameron Clerk of the Probate Court of said County the above named Samuel M. Hennessy Sheriff of Madison County and State aforesaid who acknowledged that he Signed Sealed and delivered the foregoing Deed as his act and deed as Sheriff aforesaid on the day and year and for the Purposes therein Specified. [Seal]

Given under my hand and Seal of Office at Canton this 4th Day of June A.D. 1838

John F. Cameron Clk.

William Eakin } Received for Record June 7th & Recorded July 5th 1838
R. Lane } Mort. Madison County May 29th 1838
Jas C. Nasher }

Know all men by these Presents that Messrs James C. Nasher has this day taken up the last note and the only note for which the Mortgaged Certain Negroes & land to me to secure the Payment of. the Clerk of the Probate Court in & for Madison County is authorized to release in my name all said Negroes & land as Mortgaged by said Nasher to me and I do by these Presents release all right and Business the said Negroes to me Mortgaged by the said James C. Nasher as the Consideration for which said Mortgage was given has been entirely satisfied

Given under my hand this day & date above Mentioned

Wm Eakin

P.S. Furthermore the Mortgage was given to secure four Notes of hand amounting to one thousand six hundred dollars

Wm Eakin

Test M. L. Moore

The State of Mississippi Personally appeared before me John J. Cameron Madison County Clerk of the Probate Court of said County. Madison I Moore the subscribing Witness to the foregoing written instrument who being first duly Sworn Deposeth and saith that he saw the above named William Eakin whose name is subscribed thereto sign seal and deliver said Instrument as his act and deed on the day and year and for the purposes therein Specified. And that he this deponent subscribed his name as a Witness thereto in the Presence of the said William Eakin on the day and year therein named

Given under my hand and seal of Office at Canton. this 7th Day of June A.D. 1838

Seal

John J Cameron Clerk

Nancy Sutton } Received for Record June 9th & Recorded July 5th 1838

Seal

James Smith } This Indenture Made and entered into this 9th day of June in the year of our Lord 1838 between Nancy Sutton of the County of Lawndes and State of Tennessee by her attorney in fact Robert Lanier of the first part and James Smith of the County of Madison and State of Mississippi of the second part Witnesseth. That the said Nancy Sutton for and in Consideration of the Sum of Nine hundred dollars to her in hand paid by the said James Smith at and before the sealing and delivery of these Presents the receipt of which is hereby acknowledged has this day granted bargained, Sold. Conveyed and Confirmed and by these Presents does grant, bargain, Sell Convey and Confirm unto the said James Smith and his heirs and assigns forever all that tract or parcel of land Situate and being in the County of Madison and State of Mississippi and District and designated as follows to Wit, The West half of the North East quarter of Section 6. Township 10 Range 3 East in the Choctaw District. Containing Eighty acres, More or less Except about Twenty four Acres Conveyed by Stephen Sutton to James Smith by Deed dated 4th July 1837. together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. And also all the Estate, right, title, interest, Property Claim or demand of the said Nancy Sutton her heirs or assigns either at Law or in Equity of in or to the same or any part thereof. To Have and to Hold the above described and hereby granted Premises with the appurtenances unto the said James Smith his heirs and assigns forever. And the said Nancy Sutton for herself her heirs Executors & administrators does hereby Covenant and agree to and with the said James Smith his heirs Executors and administrators and assigns that the title to the aforementioned Premises with the appurtenances unto the same unto the said James Smith his heirs & the with and his heirs Executors and Administrators shall by these Presents warrant and forever defend against the Claims and demands of any and all Persons whatsoever Claiming or to Claim the same or any part thereof. In testimony of all of which the said Nancy Sutton by her attorney in fact as aforesaid hath hereunto set her hand and affixed her seal the day and year first above written

Nancy Sutton Seal

By Robert Lanier her attorney in fact

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the above
named Robert Lanier attorney in fact for Mrs Nancy Sutton and acknow-
ledged that he signed sealed and delivered the foregoing deed as his act
and deed as attorney 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 June A.D. 1838

John T. Cameron Clerk

Nancy Sutton's Recorded for Record June 9th & Recorded July 5th 1838.

Deed

James Smith } This Indenture Made and entered into this 9th day of June in
the year of our Lord 1838 between Nancy Sutton of the County of Davidson and
State of Tennessee by her attorney in fact Robert Lanier of the second part, and
James Smith of the County of Madison and State of Mississippi of the second
Part Witnesseth. That for and in Consideration of the sum of One hun-
dred dollars in hand Paid to the said Nancy Sutton by the said James
Smith at and before the sealing and delivery hereof the receipt whereof is
hereby acknowledged and the said James Smith his heirs Executors and
administrators released and forever discharged therefrom. Has the day
granted. bargained. sold. conveyed and confirmed and by these presents
does grant, bargain, sell, convey and confirm unto the said James Smith
his. heirs and assigns forever. a certain tract or Parcel of land lying
and being in the County of Madison and State of Mississippi known and
designated as the South West quarter of the South West quarter of Section
No 31 of Township No 11 of Range One East, in the Choctaw District Con-
taining: Forty Nine and 81/100 Acres. be the same more or less together with
all and singular the hereditaments and appurtenances thereunto belong-
ing or in any wise appertaining. To Have and to Hold the above described
and hereby granted Premises unto the said James Smith his heirs
Executors. Administrators and assigns forever, And the said Nancy Sutton
for herself her heirs Executors. Administrators do hereby Covenant and agree
to and with the said James Smith his heirs & that the title to the above
described land and bargained Premises to the said James Smith his heirs
against herself her heirs & and against the claims and demands of all
and every Person or Persons lawfully or equitably claiming or to claim the
same or any Part thereof. shall by these Presents warrant and forever defend

In testimony Whereof the said Nancy Sutton by her attorney in
fact as aforesaid hath hereunto set her hand and affixed her seal the
day and year first above written

Nancy Sutton Seal
By Robert Lanier her attorney in fact

The State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk
of the Probate Court of said County the above named Robert Lanier attorney
in fact for Mrs Nancy Sutton and acknowledged that he signed sealed and

delivered the foregoing Deed as his act and deed as attorney 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 June A.D 1838

Seal

John T. Cameron Clerk

John Crossvell } Received for Record June 9th & Recorded July 5th 1838
to
E. B. Bridges } This Indenture made the 30th day of December in the year of
Deed
Our Lord One thousand eight hundred and thirty six between John Caswell and Sarah his wife of the County of Madison and State of Mississippi of the first part and Elias B. Bridges of the same County and State of the second part Witnesseth. That the said Party of the first part for and in Consideration of the sum of One thousand dollars to them in hand paid by the said Party of the second part at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs Executors, administrators acquitted and forever discharged from the Payment of the same have granted, bargained sold, aliened, enfeoffed, released and confirmed, and by these Presents do grant bargain, sell alien, enfeoff, and Confirm to the said Party of the second part, his heirs and assigns, all that tract of land lying in the County of Madison it being E/2 of E/4 quarter of Section No 21 in Township No 10 N of Range No 5 E containing twenty nine and 80/100 Acres, together with and singular the appurtenances, Priviledges, advantages and hereditaments whatsoever unto the said above described Premises in any wise appertaining or belonging, and the reversion and reversions remainder and remainders, rents issues and profits thereof. And also all the Estate, right, title, interest, property, Claim and demand whatsoever both in Law and in Equity of the said Party of the first part of in and to the same and every Part and Parcel thereof with the appurtenances To Have and to Hold the above granted, bargained and described Premises with the appurtenances unto the said Party of the second Part his heirs and assigns forever, And the said Party of the first part for their heirs Executors and administrators do hereby Covenant, grant and agree to and with the said party of the second Part his heirs and assigns against the above described and hereby granted Premises and every Part thereof with the appurtenances unto the said Party of the second Part his heirs and assigns against the Claims and demands of the said Party of the first Part his heirs and assigns and all Persons whatsoever legally or equitably Claiming or to Claim the same or any Part thereof from or under him, them or any of them or any other Persons whatsoever shall and will warrant and forever defend,

In Witness whereof the said John Caswell and Sarah his wife have hereunto set and affixed their hands and seals this day and date above written in presence of

John Sansett
William W. Warren

John his × mark Caswell Seal
Sarah her + mark Caswell Seal

The State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the Peace in & for said County John Caswell who —

acknowledged that he signed sealed and delivered the foregoing deed this day and year before written

Given under my hand & seal this fifth June 1838

Chas H. P. Lewis J.P. [Seal]

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in & for said County Sarah Gravnell wife of John Gravnell who acknowledged that she signed sealed & delivered the foregoing deed the day & year before written freely and voluntarily without fear or compulsion of the said husband. Given under my hand & seal this fifth day June 1838

Chas H. P. Lewis J.P. [Seal]

vvv

Wm L Shelby } Received for Record June 6th & Recorded July 5th 1838
Deed
E. B. Bridges } This Indenture Made the twenty eighth day of September one thousand eight hundred and thirty five between William L. Shelby of the County of Madison & State of Mississippi of the one part and Elias Bridges of County Claiborne & State aforesaid of the other part. Witnesseth that the said Party of the first part for & in Consideration of the sum of two hundred dollars to me 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 & deliver to the said Party of the second part, all that tract piece parcel or lot of land lying & being in the County of Madison and State aforesaid known and designated as the North East quarter of Section Number twenty in Township North of Range No five East. Containing one hundred and sixty acres. together with all and singular the hereditaments appurtenances, 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 William L Shelby do hereby Warrant & forever defend against him his heirs Executors. Administrators or assigns or any other Person Whatever.

In testimony Whereof the said Party of the first part hereunto set his hand and seal the day & year above Written

Signed Sealed & delivered in presence of Wm L. Shelby [Seal]

The State of Mississippi } This day Personally appeared before me
Madison County } Wm. L Shelby who says that he signed the above deed for the Consideration therein Mentioned.

Given under my hand & seal this 30th Nov 1835

Angelo Moore J.P.

vvv

Williams Gayhay & Wife } Received for Record & Recorded July 6th 1838
Deed
Faraday & Bennett } This Indenture made and entered into on the eleventh day of January in the year of our Lord One thousand Eight hundred and thirty eight. Between Williams Gayhay and Sidney A. Gayhay his wife

of the County of Madison State of Mississippi of the one Part. and William Ferriday of the County of Adams State aforesaid, and Henry L. Bennett of the City of New Orleans State of Louisiana of the other Part (Witnesseth. that the said William Gantly and Julia A Gantly his wife, for and in consideration of the sum of Five thousand Dollars to them in hand paid by the said William Ferriday and Henry L. Bennett. the receipt of which is hereby acknowledged. etc and before the ensealing and delivery of these Presents. have granted. bargained. sold. aliened. conveyed and confirmed, and by these Presents do grant, bargain sell. alien convey and confirm unto the said William Ferriday and Henry L. Bennett their heirs and assigns. forever, all the right title title and interest either in law or equity which the said William Gantly and Julia A. Gantly his wife have in and to the following and hereinafter described tracts or parcels of land (the same having entered by the said William Gantly in the District of Choctaw lands subject to entry at "Mount Salus Land office" in the name of "William Ferriday Trustee" in and to which the said William Ferriday Henry L. Bennett William Gantly and the heirs of William Bullett deceased (who died since the entry of the same) have an undivided interest in fee simple as Tenants in Common) the said Gantlys interest being an fourth as will appear by reference to an article of agreement entered into by the said William Ferriday, William Gantly, Henry L. Bennett and William Bullett previous to the entry of said lands. to wit, on the sixth of November A.D eighteen hundred and thirty four) lying and being in the Counties of Madison and Yazoo and State aforesaid, bounded and described as follows, The South East quarter of Section Twenty four; the North East quarter of Section Twenty one, The West half of the North East quarter and the North West quarter of Section Twenty two, The South East quarter of Section Twenty four all of Township No Ten of Range No Three East Also the West half of the North East quarter of Section No Three Township Nine of Range No Four East The South East quarter of Section No Twenty eight, The South West quarter of Section No twenty Seven, The East half of the North West quarter, The West half of the North East quarter of Section No thirty four, the South West quarter of Section No twenty eight, The West half of the North West quarter of Section No thirty two, The South East quarter, of Section No twenty, nine; The East half of the South East quarter of Section No thirty all being in Township No Eleven Range No four East, The North East quarter of Section No seventeen, the South West quarter, and the West half of the North West quarter and the East half of the South East quarter, and the South half of the East half of the North West quarter, and the South half of the West half of the South East quarter of Section No Seventeen, the North West quarter, and the East half of the North East quarter, and the East half of the South East quarter, and the South half of the West half of the North East quarter of Section No twenty. The North West quarter of Section No twenty one, all of Township No Nine of Range No Three West. Containing in all Two Thousand Eight hundred and forty eight and 25/100 acres be-

the Same, More or Less, To Have and to Hold the said William Gantley and Julia A Gantley undivided interest of one fourth of the above named and foregoing described lands unto the said William Ferriday and Henry L Bennett, their heirs and assigns forever, and the said William Gantley for himself his heirs Executors, and administrators doth Covenant and agree with the said William Ferriday and Henry L Bennett their heirs and assigns that he the said William Gantley his heirs executors and administrators will warrant and defend the interest hereby conveyed or intended to be conveyed by the said Gantley and Julia A. his wife in the above and foregoing described lands, unto the said William Ferriday and Henry L Bennett, their heirs and assigns against the Claim or Claims of all Persons lawfully & equitably claiming the same,

In Witness Where of the said William Gantley and Julia A Gantley his wife have hereunto affixed their hands and seals on the day and year above Written,

Wm Gantley [seal]
Julia A Gantley [seal]

The State of Mississippi
Madison County } Personally xxxxxxxxxx before me The Hon Chancellor Judge of Probate in and for said County appeared William Gantley and Julia A Gantley his wife Who acknowledged that they signed sealed and delivered the within and foregoing deed on the day and year therein as their act and deed for the purposes therein specified. And the said Julia A. being by me examined Separate and apart from her husband, acknowledged that she signed sealed and delivered the same as her act and deed, without any fear threats or compulsion from her Husband

Given under my hand and seal on the Eleventh day of January A.D. 1838

Chr Chancellor [seal]

vvv

Joseph B. Trotter Received for Record July 2nd & Recorded July 6th 1838

and
John Odom } This Indenture made and entered into by and between Joseph B. Trotter & Frances Trotter his wife of the first part, of Hinds County and State of Mississippi, and John Odom of the second part of Madison County and State aforesaid. Witnesseth that for and in Consideration of the Sum of Nine hundred and sixty dollars, to them in hand paid by the said John Odom of the second part the said Joseph B. Trotter and Frances his wife the receipt whereof is hereby acknowledged by the said Parties of the first part, they the parties of the first part have on the twenty ninth day of June in the year of our Lord one thousand eight hundred and thirty eight have bargained sold, conveyed and Confirmed, and by these Presents do bargain sell, convey and Confirm all the right, title & interest, Claim in and to the following described land lying and being in Madison County and State aforesaid

The East half of the North West quarter of Section No Thirty four, and South half of the East half of the South West quarter of Section. Twenty four all in Township Eight North Range Two West, Containing One hundred and twenty acres and 32/100 of an acre with all the appurtenances thereunto belonging or in any wise appertaining, And we Joseph B. Trotter and Frances Trotter do bind ourselves our heirs Executors and administrators to warrant and defend the said title of the above premises against all Claims whatsoever to the said John Adam his heirs Executors and administrators forever,

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

Joseph B. Trotter [seal]
Frances Trotter [seal]

State of Mississippi }
Madison County } Personally appeared before me an acting justice of the Peace in and for the above County the within named Joseph B. Trotter acknowledged that he signed, sealed and delivered the foregoing deed for the purposes therein expressed. Also appeared at the same time Frances Trotter wife of Joseph B. Trotter, who being examined separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed without any fear, threat or compulsion from her husband. But as her own voluntary act and deed signed sealed and delivered before me this 29th day of June 1838

H. Harrell J.P. [seal]

David M. Fulton } Received for Record June 9th } Recorded July 6th 1838
Deed }
Eloi Bureau } The State of Mississippi }
Madison County } Know all men by these Presents that David M. Fulton and Rebecca A. his wife of the County and State aforesaid in consideration of the sum of One thousand dollars to us in hand paid by Eloi Bureau of the County and State aforesaid the receipt whereof we do hereby acknowledge do by these presents grant, bargain, sell and convey unto the said Eloi Bureau his heirs and assigns a certain tract or lot of land situate and lying in the Town of Canton County of Madison State aforesaid known and described in the Plan of said Town as follows as a part of Lot No 4 in Square No 6 on the East side of said Lot fronting Twenty feet on the square and running back one hundred feet, together with all the appurtenances and Privileges to the said land in any wise appertaining and thereunto belonging. To Have and to Hold the above granted premises to the said Eloi Bureau his heirs and assigns to his and their use and behoof forever And we the said D. M. Fulton and Rebecca A. his wife of David M. Fulton, for ourselves and our heirs and Executors and administrators do Covenant with the said Eloi Bureau his heirs and assigns that we are lawfully seized in fee of the aforegranted premises that they are free from all incumbrances. that we have good right to sell and convey the same to the said Eloi Bureau as aforesaid, and that we will and our heirs and Executors and administrators shall warrant and defend the same to

the said Elect Servant his heirs and assigns forever against the lawful ... of all Person,

In testimony Whereof the said David M. Sutton and Rebecca A the wife of David M. Sutton have hereunto set their hands and seals this the 9th day of June in the year of our Lord Eighteen hundred and Thirty-Eight

David M. Sutton [Seal]
R. A. Sutton [Seal]

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County David M. Sutton who acknowledged that he signed sealed and delivered the foregoing Deed as his act and deed and for the purposes therein contained. Also Rebecca A. Sutton the wife of said David M. Sutton being examined separate and apart from her husband and acknowledged that she freely and voluntarily and without the threats of her said husband signed sealed and delivered the foregoing Deed as her act and deed and for the purposes therein contained. Given under my hand and seal this 9th day of June 1838

J. A. Salmon J.P. [Seal]

vvv

Riley McGuire Received for Record June 9th & Recorded 6th July 1838

Deed
Wm D. Heart } This Indenture made this eighth day of April in the year of our Lord One thousand eight hundred and thirty seven between Riley McGuire of the County of Jackson and State of Indiana of the one part, and William D. Heart of the County of Madison and State of Mississippi of the other part Witnesseth, that the said Riley McGuire for and in consideration of the sum of Eight hundred and Ninety dollars lawful money of the United States, to be paid by the said William D. Heart to the said Riley McGuire as follows to Wit four hundred dollars to be paid on the fourteenth day of June eighteen hundred and thirty seven; and four hundred and Ninety dollars more on the fourteenth day of June eighteen hundred and thirty-eight; to be secured by bonds with good security the receipt of which bonds is hereby acknowledged; hath granted bargained sold Conveyed and confirmed, and by these Presents doth grant, bargain, sell, convey and confirm unto the said William D. Heart his heirs and assigns, all that lot or parcel of land situate lying and being in the Town of Livingston in the County of Madison and State of Mississippi known and designated on the Plat or map of said Town as Lot No Ten (10) in Square No Two (2) together with all and singular the Premises with the appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the lot or parcel of land hereby Conveyed with the appurtenances, unto the said William D. Heart his heirs and assigns in fee simple forever, and the said Riley McGuire for himself his heirs Executors and administrators the aforesaid lot or parcel of ground and Premises unto the said William D. Heart his heirs or assigns, against the claim or Claims of all and every

person or persons whatsoever he doth and will warrant and forever defend by these Presents. In testimony whereof the said Riley McGuire hath hereunto set his hand and seal the day and year first above written

State of Indiana
Jackson County } 3rd Before the subscriber a justice of the Peace in and for the County and State aforesaid personally came the within named Riley McGuire grantor to the within Indenture and acknowledged the signing sealing and delivering the same to be his voluntary act and deed for the uses and purposes therein mentioned

Riley McGuire [Seal]

In testimony whereof I have hereunto set my hand and seal eighth day of April One thousand eight hundred and thirty seven

L. F. Mansfield J.P. [Seal]

The State of Indiana
Jackson County } 3 I William Grenshaw Clerk of the Circuit Court in and for the County and State aforesaid do Certify that Lewis F. Mansfield Esqr before whom the foregoing Certificate of acknowledgement was taken was at the time and now is an acting Justice of the Peace duly Commissioned and qualified according to law, and that full faith and credit is and ought to be given to all his official acts as such.

In testimony whereof I have hereunto set my name and affixed the Seal of said Court at Brownstown in said County this eighth day of April Eighteen hundred and thirty seven

[Seal]

Wm. Grenshaw Clk.

State of Indiana
Secretarys Office } 3 I Wm. D. Brown Secretary of State hereby Certify that Wm Grenshaw whose Certificate is above is now, and was at the time of executing said Certificate an acting Clerk of the Circuit Court for the County of Jackson and that full faith is due to all his acts as such as appears from returns on file in in this office.

In testimony whereof I hereunto subscribe my name and affix the seal of the State this 25th of July 1837

[Seal]

Wm D Brown Secretary of State

Robert Montgomery - Recorded for Record June 11th 1838 & Recorded July 6th 1838

Deed

William P. Perkins } 3 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 twelve hundred dollars to me in hand paid the receipt whereof is hereby acknowledged by William P Perkins of the County and State aforesaid have granted bargained sold and released and by these presents do. bargain grant sell and release unto the said William P. Perkins all and singular the following tract or parcel of land lying and being in the County and State aforesaid and known in the Plat general Survey for the Choctaw District of lands in said State as the East half of South West quarter of Section 30 in Township 10 of Range three East containing Eighty acres More or less, together with all and singular the rights Privileges and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold all and singular the Premises

before mentioned unto the said William D. Perkins his heirs and assigns forever, And I do hereby bind myself my heirs Executors and administrators to warrant and forever defend all and singular the said Premises unto the said William D. Perkins his heirs and assigns against myself, my heirs assigns, and against every Person or Persons whatsoever Claiming or to Claim either in law or equity the same or any part thereof.

Witness my hand and seal this 9th day of June in the year of our Lord 1838

Robert Montgomery [Seal]

The State of Mississippi
Madison County } Personally appeared before me Robin J 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 9th day of June A.D. 1838

Robin J. Cameron Clerk

William Bennett } Received for Record June 11th & Recorded July 7th 1838.
Deed
Jas M. Blanton }

This Indenture Made and entered into this twenty fourth day of May A.D. 1838 Between William Bennett and Elizabeth Bennett his wife of the one part and James M. Blanton of the other 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 Twelve hundred dollars to them in hand paid by the said James M. Blanton at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged Have this day granted bargained sold and Conveyed and by these Presents do grant bargain sell and convey unto the said James M Blanton his heirs and assigns forever. all that Certain Lot or Parcel of ground situate lying and being in the Town of Canton in the County and State aforesaid Known and designated on the Plat of said Town as Lott N° 8 in Square N° 2 together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining. And also all the estate right title interest property Claim and demand of them the said William Bennett and Elizabeth his wife of in and to the same. To Have and to Hold the said Lot or parcel of ground with the appurtenances unto the said James M Blanton his heirs and assigns forever, And the said William Bennett and Elizabeth his wife for themselves their heirs Executors and administrators do Covenant promise and agree to and with the said James M Blanton his heirs Executors and administrators that they are lawfully seized in fee of the aforegranted premises, and that they have good right and lawful authority to sell and convey the same in manner aforesaid to the said James M Blanton his heirs. And that the title to the above described and hereby granted Premises against themselves their heirs Executors and administrators and

against all and every other Person or Persons lawfully claiming or to claim the same or any Part Thereof they will and their heirs shall forever warrant and defend unto the said James M. Blanton his heirs by these presents. In testimony Whereof the said William Bennett and Elizabeth Bennett his wife have hereunto set their hands and affixed their seals the day and year above written.

William Bennett [Seal]
Elizabeth Bennett [Seal]

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County William Bennett who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed and for the purposes therein Mentioned; Also Elizabeth Bennett wife of William Bennett did on the day of June 1838 and during separate and apart from her said husband acknowledged that she sealed signed and delivered the foregoing deed as her act and deed freely and voluntarily and without the threats or compulsion of ..... and for the purposes therein mentioned

Given under my hand and seal this 11th day of June 1838

J. L. Salmon J P [Seal]

B. B. Frizzell } Received for Record 18th June } Recorded July 7th 1838
Deed
A. W. Harris } The State of Mississippi
Madison County } Know all men by these Presents that I
Benjamin B. Frizzell of the County of the County of Madison & State of Mississippi
for and in Consideration of the Sum of Fifteen Hundred Dollars to me Paid
by Alvis W. Harris 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 Alvis W. Harris his heirs and assigns a certain Parcel or tract of land
situate in the County & State aforesaid known and described as the West half
of the North East quarter (Except seven acres on the Northern line) of Section No Eighth
Town Ship No Ten and Range three East, together with all the Privileges and
appurtenances to the said lands in any wise appertaining and belonging
To Have and to Hold the above granted Premises to the said Alvis W Harris
his heirs and assigns to his and their use and behoof forever, And I the
said Benjamin B. Frizzell for my self my heirs Executors and administrators
do Covenant with the said Alvis W Harris 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 Alvis W Harris as aforesaid, And that I will and my heirs
Executors and administrators shall warrant and defend the same to the
said Alvis W Harris his heirs and assigns forever against the lawful de-
mands of all persons. And Mary A. B. the wife of said Benjamin B.
Frizzell in Consideration of five Dollars to her in hand paid the receipt
whereof she do thereby acknowledge, doth hereby release to the
said Alvis W. Harris his heirs and assigns all her rights and title
of Dower in the aforegranted Premises.

In testimony Whereof I the said Benjamin B. Frizzell

and Mary A. B. my wife have hereunto set our hands and seals this twenty-sixth day of April in the year of our Lord Eighteen Hundred and Thirty Eight;

The interlineation on 2nd page 9th line from bottom } was made before signing sealing and delivering

B. W. Grizzell [Seal]
Mary A. B. Grizzell [Seal]

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County the above named Benjamin B. Grizzell 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 17th day of April A.D. 1838

[Seal]

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 Mary A. B. Grizzell the wife of the above named Benjamin B. Grizzell and being by me examined privately and apart from her said husband acknowledged that she signed sealed and delivered said Deed as her voluntary act and deed freely and of her own accord without the fear threats or compulsion of her said husband on the day and year and for the purposes therein expressed.

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

[Seal]

John T. Cameron Clerk

Stephen Carroll } Received for Record 14th June & Recorded Aug 7th 1838
to
Nat Mc. Taylor } This Indenture Made this day of June one Thousand Eight hundred and Thirty Eight (1838) between Stephen Carroll of the County of Madison & State of Mississippi of the one Part, and Nat Mc. Taylor of the County and State aforesaid of the other Part. Witnesseth that for and in Consideration of the sum of Two hundred and eighty Dollars and eighty Cents to me in hand paid by the said Nat Mc Taylor the receipt of which is hereby acknowledged. I the said Stephen Carroll have bargained sold and conveyed, and by these Presents do sell and convey unto the said Nat Mc Taylor, the following described Parcels of land (to Wit) The North East quarter of Section No 20 Township No 6. Range No 3 East, containing One hundred and Sixty acres 56/100, Also the North West quarter, and the West half of the North East quarter of Section No 30 Township No 8 of Range No 3 East containing Two hundred and forty acres 66/100. Containing in the whole Four hundred and One acres and 22/100 of an acre. all lying and being in the County of Rankin and State aforesaid. In Consideration of the above stated Premises I the said Stephen Carroll do sell and and hereby convey unto the said Nat Mc. Taylor and his heirs the said above described tracts of land. To Have and to Hold the same, together with all the rights. Privileges, immunities and appurtenances of whatsoever nature thereunto belonging, to him the said Nat. Mc. Taylor, and to his heirs and assigns forever, And I the said Stephen Carroll do hereby for myself, and my heirs and assigns forever warrant and defend

to him the said Nat. M. Taylor and his heirs the right and title in and to the above described lands against all and every person or persons Claiming or who may hereafter Claim the same either in Law or Equity.

In Witness of Which I have hereunto set my hand and affixed my seal the day and date above.

Done in the Presence of

Stephen Carroll. [Seal]

State of Mississippi } Personally appeared before me James M. Baker one
Madison County } acting Justice of the Peace for said County Stephen Carroll
and acknowledged that he signed the within Deed of Conveyance for the purposes
therein expressed. Given under my hand and seal this 5th day of June
1838

James M. Baker J.P. [Seal]

John B. Moore } Received for Record 18th June & Recorded July 7th 1838.
Deed
Enoch King } This Indenture made this twelfth day of January Eighteen
hundred & Thirty six between John B. Moore of the County of Madison & State of
Mississippi of the one part and Enoch King of the County & State aforesaid of the other
part. Witnesseth. That the said John B. Moore for and in Consideration of the sum of
Five Thousand one hundred & fifty Dollars to him in hand paid by the said Enoch
King at and before the sealing and delivery hereof the receipt whereof is hereby ac-
knowledged and therof acquit and forever discharge the said Enoch King his heirs
Executors & Administrators. by these presents have granted, bargained Sold, and Conveyed
and by these presents do fully grant, bargain sell and convey unto the said Enoch
King 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
N.E¼ of S. 2. E½. N.W¼. N½. W½. S.E¼ & the N½ W½ S.W¼ all of Section
N° 2 of Township N° 10. of Range N° 4 East, Containing all together about 320
acres More or less. together with all and singular the appurtenances thereunto
belonging or in any wise appertaining. And also all the Estate right. title interest
Property. Claim & demand Whatsoever of him the said John B. Moore 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 Enoch
King his heirs & assigns forever. in Fee Simple. to the only Proper use & behoof of the
said Enoch King his heirs & assigns forever. And the said John B Moore for himself
his heirs Executors and administrators do the Covenant. Promise grant and agree
to and with the said Enoch King his heirs and assigns by these Presents that he
the said John B. Moore & his heirs the said above mentioned & described land and
premises hereby granted with the appurtenances unto the said Enoch King his
heirs and assigns and against him the said John B. Moore and his heirs and
against all and every person or persons Whomsoever lawfully Claiming or to Claim the same
shall and will warrant and forever defend by these Presents. — In testimony Whereof the said
John B. Moore has hereunto set his hand and affixed his seal this day and year first above Written

Signed sealed and delivered in presence of
Henry Hamblin
Edwin Hamblin

John B. Moore [Seal]

The State of Mississippi } Personally appeared before the undersigned a Justice of
Madison County } the Peace of said County the above named John B. Moore
who acknowledged that he signed sealed & delivered the foregoing deed on the day
and year therein mentioned as his own act and deed.

Given under my hand and seal this 12th day of
January A.D. 1836

vvv

John B. Moore [Seal]

Charles Jones } Received for Record June 18th & Recorded July 7th 1838
Deed
& Mc Dunn } This Indenture made this fifteenth day of March
in the year of our Lord One Thousand eight hundred and thirty six
Between Charles Jones of the County of Madison and State of Mississippi
and Easter his wife, one the one part, and James M. Dunn of the same
County and State of the other part, Witnesseth, that the said Charles
Jones and Easter his wife in and for the Consideration of One hundred
and fifty dollars to them in hand paid by the said James M. Dunn at
and before the ensealing and delivery hereof the receipt whereof they
do hereby acknowledge, and therefrom acquit and forever discharge the
said Dunn his heirs Executors and administrators by these Presents,
Have bargained, sold, aliened, enfeoffed, conveyed and confirmed, and
by these Presents do grant, bargain sell, alien, enfeoff, convey and con-
firm unto the said Dunn his heirs and assigns, the following described
tract of land, hereditaments and premises, situated, lying and being
in the County and State aforesaid, to be known and designated on
the general Map of the Choctaw District in the Land office at Mount
Salus as the East half of the North West fourth of Section No five
in Township No Eight Range No Two West. Containing Eighty 13/100 acres
More or less together with all and singular the improvements waters.
water Courses, ways, rights liberties, privileges, hereditaments and ap-
=purtenances whatsoever thereunto belonging or in any wise appertaining
and the rents, issues and profits thereof, And also all the estate, right
title, interest, property, Claim or demand of them the said Jones and
Wife in Law or Equity or otherwise howsoever of in to or out of the same, To
Have and to Hold the said Tract of Land, hereditaments and Premises hereby
granted or mentioned or intended so to be, with the appurtenances unto the said
James M. Dunn his heirs and assigns, to his and their only use and behoof forever
And the said Charles Jones for himself, his heirs, Executors, and ad-
=ministrators doth Covenant, Promise, grant and agree to and with the
said James M Dunn his heirs and assigns by these Presents, that he the
said Jones and his heirs the said above mentioned and described
tract of land, hereditaments and premises hereby granted or mentioned
or intended so to be with the appurtenances unto the said Dunn his heirs
and assigns against him the said Jones, and his heirs, and against all
and every other Person and persons whomsoever lawfully Claiming
or to Claim shall and will warrant and forever defend by these presents—

In Witness Whereof the said Charles Jones and Easter his wife have hereto set their hands and seals on the day and year first above written.

Signed Sealed and delivered in presence of } Charles Jones [Seal]
State of Mississippi } Easter X Jones [Seal]
Madison County } mark

Personally before the undersigned one of the justices of the Peace in and for said County appeared Charles Jones the Grantor named in the Deed hereto annexed and Easter his wife, the said Jones acknowledged that he signed sealed and delivered to the said James M. Dunn the Conveyance hereto annexed on the day and year therein mentioned as his voluntary act and deed for the uses & purposes therein named. And the said Easter wife of said Jones being examined by me seperate and apart from her said husband did acknowledge that she signed sealed and delivered to said Dunn the Deed hereto annexed on the day therein mentioned for the uses and purposes therein expressed without any threats or Coersion from her said husband as her voluntary act and deed.

Given under my hand and seal on this fifteenth day of March 1836

W Vanell J.P. [Seal]

Saml. M. Dickson } Received for Record 18th June & Recorded 9th July 1838
Deed
James M Dunn } This Indenture made this second day of January in the year of our Thousand eight hundred and thirty five between Samuel M. Dickson and Ann Dickson his wife of the first part and James M. Dunn of the second part Witnesseth that the said party of the first part for and in consideration of the sum of One hundred dollars to them in hand paid, have bargained sold, aliened & Conveyed to the said James M. Dunn lot No three in Section thirty six, Township Nine Range three West, and lot No one in Section No one in Township Eight of Range three West, all lying in Madison County on the East side of Big Black Containing Thirty three 30/100 acres more or less all the appurtenances to the said lands in any wise belonging. And they do by these presents sell and convey to him the said James Dunn, all the said lots as aforesaid, and they do Covenant and agree with him for all their title in and to the said premises, and they hereby bind themselves, their heirs. Executors and assigns forever to warrant and defend the said title to the said tract of land to him the said Dunn in fee simple.

In Witness whereof they have set their hand & seals the date above written.

Saml M Dickson [Seal]
Ann Dickson [Seal]

The State of Mississippi } Personally appeared before me H.W. Baird Clerk
Hinds County } of the Circuit Court of Hinds County Saml M Dickson and Ann Dickson his wife who acknowledged they signed sealed and acknowledged the within deed as their own act and deed on the day and date therein mentioned & for the purposes therein specified.

This 2nd day May A.D. 1838

H.W. Baird Clk [Seal]
H.C.C.

The State of Mississippi } Personally came before me H.H. Baird Clerk of the
Hinds County } Circuit Court of Hinds County Ann Dickerson who
is known to me to be the person of examination hereunto and in that
her husband acknowledged the signed sealed and acknowledged the within
deed as her voluntary act and deed without any threat or compulsion of her
said Husband, this 2nd Day of Nov. A.D. 1835

H.H. Baird Clk
Hinds Co.

Lewis M. Garrett } Received for Record 18th June & Recorded Aug 9th 1838
And
Carraway & Simmons } This Indenture made this 30th November A.D. Eighteen
Hundred and thirty six between Lewis M. Garrett of the first part, and Abram
Carraway & William Simmons of the second part, all of the County of Madison
State of Mississippi Witnesseth, that the said Garrett for and in consideration
of the sum of fifty three Thousand dollars, the receipt whereof do hereby
acknowledge, doth grant, bargain & sell unto the said Carraway & Simmons the
following described tracts or parcels of land with the appurtenances being and
lying in the County & State aforesaid Viz: The whole of Section Twenty four except the
West half of the South West quarter of said Section. The North East quarter the
East half of the North West quarter of Section Twenty nine the West half of the
South west quarter of Section twenty one, the East half of the South East quar-
ter of Section Seventeen, all of which said lands are in Township Eight Range one
West, in the Choctaw District of Lands in the State aforesaid, Reserving two Acres to
be laid off in a Square form in the South West Corner of the East half of the North
West quarter of Section Twenty nine aforesaid, Containing in all Nine hundred
and forty eight & 74/100 Acres. To Have and to Hold the said tracts or parcels of
land to the said Carraway & Simmons their heirs and assigns forever, the title to
said lands the said Garrett doth will forever warrant & defend by these
presents, And the said Garrett for and in Consideration of the aforesaid
sum of Money does also by these presents sell and convey unto the said Carraway
& Simmons the following Personal property Viz. All the Corn & fodder said Garrett
may have on the Plantation after the 1st of Jany next, leaving it in the same manner
as if he had not sold, all the Stock of Cattle Hogs & Sheep belonging to said
plantation. The farming utensils, five Horses & two Mules & the following named
Negro Slaves Viz, Rose, Jamima, Riley, Randolph, Andy, Amanda, Mary Scott,
Maria Josiah, Jack & Robertson, Which said Negroes & slaves are hereby warranted
to be sound in body and mind and slaves for life, & the title good against
all the World, Said Garrett receives the use of the property hereby sold un-
til the 1st of January next,

In testimony whereof I have hereunto set my hand & seal
this day & date above written
Before execution 3rd page 1st line eighth word "Garrett" } Lewis M. Garrett [Seal]
State of Mississippi } S. D. Garrett [Seal]
Madison County } Personally appeared before me D. Mitchell a justice
of the Peace of said County the aforesaid Lewis M. Garrett who acknowledged
that he signed sealed and delivered the foregoing deed on the day and year

therein mentioned as her act and deed, And on a private examination
separate and apart from her husband the aforenamed Sarah A Garrett
wife of the said Lewis M Garrett she acknowledged that she signed sealed
and delivered the same as her voluntary act and deed without any threats
fear or Compulsion from her husband

Given under my hand and seal this 1st day of
December A.D. 1836

A Mitchell. J. P Seal

Saml M. Flournoy Mff's Received for Record June 20th & Recorded July 9th 1838

Deed

Philemon H Petty } Know all Men by these Presents. That I Samuel M. Flournoy
Sheriff of Madison County, State of Mississippi Said Grantor, Whereas by a Writ
of Execution issued out of the Circuit Court of the County of Madison to me
directed and delivered, Dated fourth day of February Eighteen hundred
and thirty Eight, I was Commanded to make of the Goods and Chattels, Lands
and tenements of Tooker A. Salmon of Any County the sum of five hundred
and fifty five dollars which Philemon H Petty had recovered against him
for debt, also the sum of fifteen dollars and eighty four Cents which to the
said Petty in the same Court were adjudged for the damages by reason
of the detention of said debt, with interest on the said sums at Eight per
Cent per Annum from the twenty fifth day of April Eighteen hundred and
thirty seven until paid, And the sum of Eighteen dollars for his Cost by him
about his Suit in that behalf expended, Whereof the ... Salmon was Convicted on
the twenty fifth day of April Eighteen hundred and thirty seven, as by the said
Writ of Execution, reference being thereunto had More fully appears, And
Whereas after the Coming of the said Writ of Execution to me and before the
day of the Return thereof, I did by virtue of the said Writ seize and take
the Lands hereinafter Particularly described, and have sold the said Lands
as is hereinafter Mentioned at Public auction, According to the Statute in such
Case made and provided to Philemon H Petty for the sum of five hundred and
fifty dollars, being the highest sum bid for the same

Now Therefore Know ye. That I the said Samuel M. Flournoy the Sheriff
aforesaid by virtue of the said Writ of Execution, and of the Statute in such
Case made and provided, in Consideration of the sum of five hundred and fifty
dollars to me in hand paid the receipt whereof is hereby acknowledged
have granted, bargained and sold and by these presents, do grant, bargain
and sell unto the said Philemon H. Petty and to his heirs and assigns forever
all that Parcel or lot of ground lying and being in the County of Madison
and Town of Canton Known and designated as follows to wit. Beg ... ing
at the South East Corner of James B Russells lot. Running East on Fulton Street
Two Hundred feet, thence North One hundred feet. thence West two hundred feet
to the North East Corner of said Russells Line, and thence South with said line One
Hundred feet to the place of the beginning. It being the lot on which the said Salmon
now resides with its appurtenances unto the said Philemon H Petty, and all
the Estate, right Title, interest and Claim which the said Tooker A Salmon had

in said lot or parcel of ground on the said twenty fifth day of April Eighteen hundred and thirty seven, or at any time prior or more near to Have and to Hold the said land or lot of ground and premises and every part thereof with the appurtenances unto the said Philemon B. Petty his heirs and assigns forever, as fully and absolutely as I the said Samuel M. Hounsley Sheriff as aforesaid and under the authority aforesaid might could or ought to sell and convey the same

In witness whereof I have hereto set my hand and seal this the tenth day of May 1838

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

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

(Seal) John. D. Cameron Clk R.

State of Mississippi } Received for Record & Recorded July 9th 1838
Deed Trust }

Know all Men by these Presents That this Indenture Made this second day of July in the year of our Lord Eighteen hundred and thirty eight. Between Edward A. Chaffee and Aseneth his wife and James C. Stewart of Madison County in the State of Mississippi of the first part, and John Hammond Trustee as hereinafter specified of the second part Witnesseth:

Whereas the said Edward A. Chaffee and James C. Stewart together with Enoch M. Smallwood of Madison County aforesaid have upon the day of the date of these presents made executed and delivered to Gorham P. Ayer of said County and Andrew G. Swain of the County of Warren in said State, partners in trade under the name & firm of Ayer & Swain a certain instrument of writing sealed with the seals of them the said Edward A. Chaffee James C. Stewart and Enoch M. Smallwood whereby they jointly and severally promised and obliged themselves their heirs executors and administrators to pay or cause to be paid to the order of said Ayer & Swain on or before the first day of January next ensuing thereafter the sum of three thousand eight hundred and fifty three dollars and eighty one Cents in good and approved notes at that time to be due & payable on Solomon Meux residing in Madison County or in the adjoining Counties in said State; endorsed by the said Edward A Chaffee James C. Stewart and Enoch M Smallwood; And

Whereas the said promissory obligation was made and delivered to the said Ayer & Swain for and in Consideration of the sale of divers goods Wares and Merchandize before that time made by the said Ayer & Swain to the said Edward O Chaffee. James C. Stewart and Enoch M. Smallwood. And Whereas also the hereinmentioned parties are desirous still further to secure. indemnify & save harmless the said Ayer and Swain against all loss and injury. by reason of their inability or failure to Comply with & fulfil the engagement and stipulations in the obligation above referred to Contained. Now This Indenture Witnesseth that the said Edward O. Chaffee & Acneth his wife and James C Stewart in Consideration of the Premises, and of the sum of five Dollars. Current Money, to them in hand paid before the execution of these presents. the receipt whereof is hereby acknowledged have granted. bargained. sold. assigned. transferred and set over. and by these Presents do grant, bargain sell. assign. transfer and set over unto the said John Hammond Trustee, his successors or legal representatives as herein after Provided for. the following lots or parcels of ground. Situate lying and being in the Town of Madisonville in the County aforesaid and described upon the map of said Town as Lot number One hundred & seventy in Square seven and lot number One hundred & fifty three in Square two which said several lots were Conveyed to the said Edward O. Chaffee & James C. Stewart from a certain Robert Walker and Jane E Walker his wife by Deed bearing date the second day of February Eighteen hundred and thirty seven as by reference to the land records of Madison County aforesaid will more fully appear, Also One Negro Woman Hannah aged about twenty eight years and her Child Mary aged about two years the said Negroes being the individual property of the said Edward O. Chaffee To Have to Hold the aforesaid several lots together with all singular the buildings. improvements. advantages and appurtenances thereunto belonging or in any wise appertaining, and also the Negroes above Mentioned & described, unto the said John Hammond, his successors or legal representatives as hereinafter Provided, in as full and ample a Manner as the said Edward O Chaffee and Acneth his wife and the said James C. Stewart them heirs or assigns could have or hold the same. Provided Nevertheless and this Indenture and the Convey ance and appointment therein Contained are made upon the trusts and for the purposes following, and for no other use. intent or purposes whatsoever: that is to say in Trust that if the said Edward O. Chaffee. James C. Stewart and Enoch M Small wood shall not well and truly pay over. transfer and assign unto the said Ayer & Swain the promissory Notes in the before mentioned obligation & hereinbefore & specifically to be paid over. transferred & assigned according to the effect. true terms and conditions of said instrument of writing or obligation and its plain intent and meaning then and in that Case the said John Hammond. trustee, as aforesaid his successors or legal representatives as herein after provided. shall at the request of the said Gorham P. Ayer & Andrew G. Swain or either of them. Proceed to sell at Public auction in the Town of Madisonville in the County aforesaid to the highest bidder for Cash. the aforesaid lots or parcels of land & premises. together with the negro Slaves aforesaid after having given at least thirty days Public notice by advertisements Published in some newspaper in Madison County aforesaid and set up in the Town of Madisonville and at three other of the most Public places in said County specifying the time. place. manner and terms of sale— And the said John Hammond

trustee as aforesaid, his successors or legal representatives as hereinafter provided for shall have full power and authority to receive the money arising from said sale, and shall forthwith pay over the same to the said Ayers & Stewart, their & each of their heirs Executors & administrators, the said amount of said debt together with interest, costs and charges thereon, and the residue if any shall pay over to the said Edward A Chaffee & James L. Stewart their heirs. Executors or administrators, And the trustee is hereby authorized to retain from the proceeds of said sale sufficient to pay all costs & charges he may have incurred in carrying into effect the powers herein contained, And also upon further trust, that upon the payment of the Purchase Money, the said Trustee, his successors or legal representatives as hereinafter provided shall execute a good & sufficient deed of Conveyance of the aforesaid lots or parcels of land & premises with the appurtenances unto the purchaser or purchasers thereof, his heirs, or their heirs & assigns, conveying all the right title interest and estate of the said Edward A. Chaffee and Henrietta his wife and the said James L. Stewart in and to the same; And in case the said trustee shall die resign or become legally incapacitated to fulfil the trusts hereby conferred, before the sale in the Premises, the Judge of the Probate Court of Madison County aforesaid shall at the request of the said Ayers & Stewart or either of them, have power and authority to appoint a trustee or trustees to execute & complete said trusts, And the said trustee so to be appointed are hereby declared to be vested with as full and ample powers in the Premises, as he or they had been named herein and originally appointed, And in case the acting trustee as herein before appointed shall be unavoidably absent or unable to attend at the time of the sale in the premises, he shall and may, by writing under his hand and seal appoint an agent to conduct the sales. And the sale so made shall be as valid & effectual as if it had been made by the said acting trustee, but the power of the said agent shall cease and revert to the said acting trustee as soon as the sale is made, And it is hereby agreed by and between the parties to these presents, that the said Edward A Chaffee and James L. Stewart their heirs & assigns. shall have, hold, occupy, possess and enjoy the aforesaid lots or parcels of land & premises, together with the appurtenances aforesaid until the sale be made, and the purchase money paid as hereinbefore provided for.

In testimony Whereof the said Edward A. Chaffee & Henrietta his wife & the said James L. Stewart & Courtney the said John Hammond in acceptance of the trusts herein conferred have hereto respectively set their hands & affixed their seals on the day and year first herein written.

Signed sealed & delivered in presence of
Wyers Garrett
& Hamby

E. A. Chaffee [Seal]
J. L. Stewart [Seal]
Henrietta A. Chaffee [Seal]
John Hammonds [Seal]

The State of Mississippi }
Madison County ss. } Personally appeared before me the subscriber a justice of the Peace of the County aforesaid the aforenamed E. A. Chaffee & Henrietta his wife James L. Stewart and John Hammond who severally acknowledged that they signed sealed & delivered the aforesaid instrument of writing on the day and year therein mentioned as their act & deed, And I hereby certify that the — — aforesaid wife of the said Edward A. Chaffee, being by me privately examined apart from her said husband, previously, declared that she signed sealed & delivered the

said instrument of writing as his voluntary act and deed freely, without any fear threats or Compulsion of the said Husband

Given under my hand & Seal this 2nd July A.D. 1838

Henry Garrett J.P. [Seal]

vs.

Board Police Received for Record June 21st & Recorded July 9th 1838

Deed } The State of Mississippi

Wm Bennett } Madison County } Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March in the year of our Lord One thousand Eight hundred and thirty three the Board of Police for the County of Madison in the State of Mississippi were authorized and empowered to receive as a donation a certain tract or Parcel of land in said County upon which to locate a Town as a permanent seat of Justice for said County, which said Town was to be known and designated by the name of Canton, And Whereas in pursuance of the provisions of said act such selection has been made and such Town laid off a plat of which has been filed of Record among the proceedings of said Board of Police. And Whereas a sale of the lots in said Town of Canton was had on the twenty fifth day of July Eighteen hundred and thirty three at which sale William Reynolds became the Purchaser of lot No Seven in Square No Two According to the plan of said Town at the price of One hundred dollars. Which lot has as appears to the satisfaction of the said Board of Police been sold to William Bennett by the said Reynolds, as by reference to his order on said Board to convey said lot to said Bennett will more fully appear, and the payment of the above sum has been duly received by the said Bennett, Now... Know all Men by these Presents that we the undersigned Members of the Board of Police for the County of Madison for the time being in Consideration of the sum of One hundred dollars paid or secured to the said Board by the said Bennett, and by virtue of the Power in us vested by the act of the Legislature above referred to, have granted, bargained sold and released, and by these presents do grant, bargain, sell and release unto the said William Bennett a Certain lot or Parcel of land in the Town of Canton, known on the plan of said Town as lot No Seven in Square No Two, together with all and singular the rights Members hereditaments and appurtenances to the said premises incident or in any wise appertaining. To Have and to Hold the said and singular the Premises before mentioned unto the said William Bennett his heirs and assigns forever, And we hereby bind ourselves and our successors in office under the Name and Style of the Board of Police for Madison County to warrant and forever defend all and singular the said Premises unto the said William Bennett his heirs and assigns against all Lawful Claims Whatever

In testimony Whereof We have hereunto set our hands and Caused our Corporate Seal to be affixed this 21st Day of June A.D. 1838.

Eli. Nichols [Seal]

David Ford [Seal]

J. Silverberg [Seal]

The State of Mississippi }

Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Eli Nichols David Ford and Johnson Silverberg who severally acknowledged that they signed sealed and delivered the foregoing deed as their act and

and did as Members of the Board of Police for said County 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 June A.D. 1838

John T. Duncan Clerk

Gorham P. Ayer's Recognizance Record 10th & Recorded 11th July 1838.

The State of Mississippi
Madison County.

This Indenture made and entered into the fifth day of July in the year of our Lord one thousand eight hundred and thirty eight. by and between Gorham P. Ayer and Frances Ayer his wife of the first part, William T. Le Grand of the second part, and John N Le Grand of the third part, all of the County and State aforesaid. Witnesseth. That Whereas the said Gorham P Ayer on the 5th day of the date hereof executed and delivered to the said John N. Le Grand his three several Promissory notes. the first for the sum of Two thousand two hundred and fifty dollars due on the first day of October Eighteen hundred and thirty eight. the second for the sum of five thousand two hundred dollars. due on the first day of April Eighteen hundred and thirty nine, the third for the sum of seven thousand six hundred and sixty six dollars and sixty six and two thirds cents; due on the first day of April eighteen hundred and forty and, Now this Indenture Witnesseth that the said Gorham P. Ayer. and Frances Ayer his wife in order more fully to secure the said John N Le Grand the prompt payment of the said several sums of Money in the three said several promissory notes specified when they shall severally fall due, and for and in Consideration of the sum of One dollars by the said William T. Le Grand in hand well and truly paid to the said Gorham P Ayer, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. have granted bargained and sold and by these presents do grant, bargain and sell unto the said William T. Le Grand his heirs and assigns forever, all that certain tract of land situated. lying and being in the County and State aforesaid. and more particularly described in the General plan of the District formerly called Mount Salus Land District in said State as lots Numbered Six two and three in Section Six Town Ship Seven. Range Three East; The East half of the South West quarter Section Thirty and Township Eight Range Three East. the South half of the West half of the South East quarter of Section Thirty One. Township Eight Range Three East. Containing in all by calculation Three hundred and fifty seven Acres, be the same more or less. and all the Estate. right title interest. Claim and demand whatsoever of them the said. Gorham P. Ayer, and Frances Ayer his wife. of in, and to the premises

The State of Mississippi Madison County. I, William T. Le Grand Curator in the above mentioned County by Said of Trust do hereby acknowledge the receipt of Four thousand Nine hundred and twelve dollars the mortgage sum above mentioned and the Conveyance by said Deed of said Gorham P. Ayer and Frances Ayer his wife of all the property therein described in full discharge of the same this 14th day of August 1838.

Given under my hand & Seal this 14th day of August 1838.

W. T. Le Grand Curator

and every part thereof, And the said Gorham P. Ayer for the consider-
-ations aforesaid, hath also bargained sold and delivered, and by these
presents doth bargain sell and deliver unto the said William T. Lelgrand
his heirs Executors, Administrators and assigns forever the following
described property to Wit. Negroes Emanuel aged about forty years
Edith fifty, Dick ten, Matilda fifteen, Samuel eight, Nelson six, Robert
four, Samuel fourteen, Eliza twelve, Phil[illegible] twenty four, Eliza twenty three
David twenty five, Henry six, Mary three, Nimy forty dressed with
Dropsy, Charles two and Edmund One year old, said Negroes warranted
Slaves for life, Also the following property to Wit Three Horses, Waggon
and Gears, Stock Hogs and Cattle five hundred bushels of Corn, farming
utensils now on use, and the Kitchen furniture said property now on the
premises aforesaid; To Have and to Hold the said Lands, Negroes
and other property above described and every part and parcel thereof
together with all and singular the appurtenances unto the said William
T. Lelgrand his heirs and assigns forever, And the said Gorham P Ayer
and Frances Ayer his wife for themselves and their heirs, the said premises
and every part thereof against themselves and their heirs and against
all and every other person and persons whatsoever, to the said William T.
Lelgrand his heirs and assigns shall and will forever warrant and de-
-fend by these Presents. This Convey ance however, is hereby expressly declared
to be upon the following trust, to Wit, that if the said Gorham P Ayer
his heirs Executors, Administrators, or assigns shall fail to pay off
take up or arrange by final settlement the three said several promis-
-ory notes or either of them, at the said several periods at which they
respectively become due, then and in that Case the said William T. Lelgrand
Trustee for the said John N Lelgrand shall take possession of the property
before mentioned, Which shall remain in such possession
of these presents shall be and remain in the undisturbed possession
of the said Gorham P. Ayer, his heirs, Executors, Administrators and
assigns and the said Trustee after giving thirty days notice by advertise-
-ment in the Country Herald or other most suitable Newspaper, also by
posting the same on the Court House Door of Madison County, and
the doors of the Chief Mercantile houses in the Town of Madisonville stat-
-ing the time place and terms of sale, shall offer the said property at
public auction on the Land aforesaid, to the highest bidder for Cash, and
of the proceeds thereof shall pay over to the said John N. Lelgrand his heirs
Executors, Administrators or assigns, sufficient to satisfy the amount which
may be due him at the time at which said sale takes place, as well
as the Costs and Charges of the sale. It is understood however that
no more of the property aforesaid shall be sold at the said several periods at
which the said several promissory shall have respectfully fallen due, than
shall be sufficient to satisfy the amount for which said sale Calls together
with the Costs and Charges incident to the sale; And that the remainder
of the proceeds of said property if any there be, after satisfying the amounts
due on the said three several Promissory notes, and the Costs and Charges

accident the said sale or sales should be paid over to the said Gorehum P Ayer or his legal representatives. And it is covenanted and agreed by and between the said parties: that if the said trustee should die, decline, or otherwise become incompetent to execute the trust herein mentioned, then the said John N Legrand or his legal representatives shall always have the power to nominate and appoint another person in his stead, with a full authority to carry out the provisions of this instrument of writing as the said Wilkins N Legrand is invested with by virtue of these presents, and the trustee who may make the said sale or sales by virtue of the premises, is hereby clothed with plenary power to give good and sufficient deeds of conveyance and bills of sale to the purchaser or purchasers of the property aforesaid.

And it is further Covenanted and agreed by and between the said parties that Certain Articles of agreement made and concluded the day of the date of these presents by and between the said Gorehum P Ayer of the first part and the said John N Legrand of the second part be and are hereto a part of this instrument of writing.

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

Gorehum P Ayer [seal]
Frances Ayer [seal]
W. N. Legrand [seal]
John N Legrand [seal]

The State of Mississippi }
Lincoln County } Personally appeared before the undersigned Justice of the peace in and for said County the above named Gorehum P Ayer and Frances Ayer his wife, William N Legrand and John N Legrand who acknowledged that they signed sealed and delivered the above written deed of Indenture commonly called a deed of Trust, as their act and deed on this day and year therein mentioned, the said Frances Ayer being of lawful age and by me privately examined separate and apart from the said husband and the contents thereof being fully made known to her declared that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above written instrument without any coercion or compulsion on the part of her said husband

Given under my hand and seal this twelfth day of July Eighteen hundred and thirty Eight

Henry Garrett [seal]
Justice of the Peace Precinct 2 of the Board of Selectmen of the Town of Brookhaven

Gorehum P Ayer } Recorded for Record July 11th & Recorded July 11th 1838
Article of agreement }
John N Legrand } The State of Mississippi }
Marion County } Articles of Agreement made and Concluded the fifth day of July in the year of Our Lord One thousand eight hundred and thirty eight by and between Gorehum P. Ayer of the first part and John N Legrand of the second part all of the County and State aforesaid as follows to Wit Whereas the said Gorehum Ayer is indebted to the said

John N Le Grand in the sum of Twenty two thousand seven hundred and eighty three dollars and thirty three and a third Cents. and bearing date the day of the date of these presents executed and delivered to the said John N LeGrand his three several promissory Notes bearing date the day and year aforesaid the first of said Notes for the sum of Two thousand two hundred and fifty dollars due on the first day of October Eighteen hundred and forty Eight the second of said notes for the sum of five thousand two hundred Dollars, due on the first day of April Eighteen hundred and forty nine, the third of said note for the sum of seven thousand six hundred and sixty six Dollars and fifty six and two third Cents due on the first day of April Eighteen hundred and forty and the said sums of Money in said Notes specified being a part and parcel of the aforesaid sum of Twenty two thousand seven hundred and eighty three dollars and thirty three and a third Cents, And Whereas a Deed of Indenture, Commonly called a deed of trust has been made and entered into the day of the date of these Presents by and between Gorham P Ayer and Thomas Ayer, his wife of the first part William LeGrand of the second part, and John N LeGrand of the third part the object of which deed is more fully to secure the prompt payment of the said several sums of Money in the aforesaid promissory Notes specified, When they shall respectively fall due. All which will more fully and at large appear reference being had to the Provisions of said Deed of Trust, Now the said Gorham P. Ayer in Consideration of the Premises and of Certain Covenants and agreements on the part of the said John N LeGrand as herein after Mentioned, doth for himself his Executors and Administrators Covenant Promise and agree to and with the said John N LeGrand, his Executors, administrators and assigns that he the said Gorham P. Ayer will within a short and reasonable period of time from the date of these presents execute and deliver to the said John N LeGrand or his legal representatives a promissory note for the sum of seven thousand six hundred and sixty six dollars and sixty six and two thirds Cents—that being the remainder of the aforesaid sum of Twenty two thousand seven hundred and eighty Dollars and thirty three and a third Cents. the payment of said note to be guaranteed by good and sufficient personal or other acceptable security and to be drawn due and payable on the first day of April Eighteen hundred and forty, And the said John N LeGrand in Consideration of the premises and of other Causes hereinafter set forth for himself his heirs Executors and administrators doth Covenant promise and agree to and with the said Gorham P Ayer, his heirs and assigns that he the said Ayer shall have and enjoy the right and privilege to pay off and arrange by fair settlement all or any portion of the three last several sums of Money above Mentioned by other promissory Notes which the said Gorham P Ayer may hereafter obtain. Provided however the Notes which the said Ayer may tender as aforesaid be drawn and payable at the said several periods of time at which the several sums

of Money first aforesaid become due and payable Provided also said Notes thus tendered by the said Ayer the Sale of which is secured by a Deed or Deeds of Trust similar in the City aforesaid to the deed of Trust herein before mentioned. Provided further. the Notes thus tendered to be obtained and tendered by the said Ayer or his legal representatives on or before the first day of March Eighteen Hundred and thirty nine. And the said John N LeGrand further Covenants and agrees to and with the said Gorham P Ayer in manner and form as aforesaid, that if the said Ayer should wish to Mortgage the property described in the Deed of Trust first above mentioned to the "Mississippi Union Bank" or other Bank of the State of Mississippi whose issues shall be generally of equal value with the issues of said Union Bank, then and in that case he the said LeGrand will release said property from the lien of said Deed of Trust in due manner and form as the law directs, and further, he the said LeGrand will receive the Notes of the aforesaid Banks at par in discharge of the debt herein before mentioned should said debt not be otherwise provided for, Provided however. the money which the said Ayer may thus be enabled to obtain by Mortgage be appropriated to the payment of the aforesaid debt of twenty two thousand seven hundred and eighty three dollars and thirty three and a third Cents, Provided also that upon the application of the said Ayer to the said LeGrand to obtain a release of aforesaid property from the lien aforesaid, for the purposes aforesaid, the said Ayer shall produce to the said LeGrand the written assurance of any one of the aforesaid Banks by their legally authorized officers or agents, that they the said Banks will loan on a Mortgage of the property aforesaid and place the sums thus loaned to the Credit of the said LeGrand or the assignees of the deed of trust aforesaid and of the promissory notes originally given by the said Ayer to the said LeGrand for the property in said deed of trust mentioned. And the said John N LeGrand further Covenants and agrees to and with the said Gorham P Ayer in manner and form as aforesaid that if the said Ayer shall tender to him the said LeGrand the Notes of any of the Banks aforesaid in discharge of the said several sums of Money herein before mentioned as due the said LeGrand before they respectively become payable, then and in that case the said LeGrand will receive the same allowing a discount on said sums so tendered at the rate of Eight per Cent per annum, and for the true and faithful performance of all and every the Covenants and agreements aforesaid each of the said parties binds himself his heirs Executors, and Administrators unto the other his Executors Administrators and assigns in the penal sum of Thirty thousand dollars good and lawful Money of the United States, formerly by these presents,

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

Gorham P Ayer [Seal]
John N. LeGrand [Seal]

And it is Covenanted and agreed by and between the said parties

to the above instrument of writing. And following interlineations therein and additions thereto shall constitute a part of said instrument to wit. the words "Executed and delivered" between lines twelve and thirteen of the first page — the word "last" between lines twenty eight and twenty nine of the second page — the word "said" between lines one and two of the fourth page. And the following proviso as an addition between lines three and four of the fourth page. "Provided also the payment of the sums which may remain due and owing to the said Selgrund after the credits arising from the aforesaid Mortgage be given and by other promissory Notes of the same tenor and secured in like manner with the Notes originally given by the said Ayer to the said Selgrund"

In testimony of all which the said parties above named have hereunto set their hands and seals the day of the date of the above written instrument,

Gorham P. Ayer [Seal]
John N. Selgrund [Seal]

The State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the peace in and for said County the above named Gorham P. Ayer and John N. Selgrund who acknowledged that they signed sealed and delivered the above written instrument as their act and deed on the day and year therein mentioned.

Given under my hand and seal this the 11th day of July Eighteen hundred and thirty Eight

Henry Garrett J.P. [Seal]
Justice of the Peace & Presidential of the Board of Selectmen of Madisonville

VVV

Board of Police } Received for Record June 21st & Recorded July 11th 1838
Deed
James McBlanton } The State of Mississippi }
Madison County } Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March in the year of our Lord One thousand Eight hundred and thirty three, the Board of Police for the County of Madison in the State of Mississippi were authorized and empowered to contract for or receive as a donation a certain tract or parcel of land in said County upon which to locate a Town as a permanent seat of Justice for said County which said Town was to be known and designated by the name of Canton, and Whereas in pursuance of the provisions of said act. such selection has been made and such Town laid off a plat of which has been placed of Record among the proceedings of said Board of Police. And Whereas a sale of the lots in said Town of Canton was had on the twenty fifth day of July Eighteen hundred and thirty three. at which sale William Ragsdale became the purchaser of lot No Eight in square No Two according to the Plan of said Town at the price of One hundred dollars the payment of which has been well and timly made by the said Ragsdale, the receipt of which we do hereby acknowledge, which lot as appears to the satisfaction of the said Board of Police has been sold to William Bennett by the said Ragsdale as by reference to his order on said Board to convey said lot to said

Bennett will more fully appear, And Whereas it further appears to the satisfaction of the said Board of Police that said lot has been sold by said Bennett to James M. Blanton, as by reference to his order on said Board the Convey said lot to the said Blanton will more fully appear, Now Know all Men by these presents that we the undersigned Members of the Board of Police for the County of Madison for the time being in Consideration of the sum of One hundred dollars Paid to the said Board by the said James M Blanton and by virtue of the power in us vested by the act of the Legislature above referred to have granted bargained, sold and released and by these presents do grant, bargain, sell and release unto the said James M. Blanton a certain lot or parcel of land in the Town of Canton, Known on the Plan of said Town as Lot No Eight in Square No Two together with all and singular the rights, Members, Hereditaments and appurtenances to the said Premises incident or in any wise appertaining. To Have and To Hold all and singular the Premises before Mentioned unto the said James M. Blanton his heirs and assigns forever, And we hereby bind ourselves and our successors in office under the name and Style of the Board of Police for Madison County to Warrant and forever defend all and singular, the said premises unto the said James M. Blanton his heirs and assigns against all lawful Claims whatever,

In testimony Whereof we have hereunto set our hands and Caused our Corporate Seal to be affixed this 21st day of June A.D. 1838

Eli Nichols
David Ford
J. Silverberg

The State of Mississippi }
Madison County } Personally appeared before me John I. Cameron Clerk of the Probate Court of said County the within Named Eli Nichols David Ford and Johnson Silverberg Members of the Board of County Police of said County Who severally acknowledged that they signed Sealed and delivered the within and foregoing Deed as their act and deed in their official Capacity of Members of the Board of Police as aforesaid, 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 June A.D. 1838

John I. Cameron Clerk

The Board of Police Received for Record June 21st & Recorded July 11th 1838.

Deed } State of Mississippi }
Board } Madison County } Whereas by an act of the Legislature of the State of Mississippi approved on the fifth day of March Eighteen hundred and thirty three the Board of Police for the County of Madison in the State aforesaid were authorized and empowered to Contract for or procure as a donation a certain tract or Parcel of land in the said County upon which to locate a Town as a permanent Seat of Justice for said County, which said Town was to be known & designated by the Name of Canton, And Whereas in pursuance of the Provisions of said act, such Selection has been made and such

Town laid of a plat of Which has been filed of Record convey the proceedings of said Board of Police, and Whereas a sale of said lots in the said Town of Canton was had on the twenty Ninth day of September in the year 1834. At Which sale Samuel H. Ashley became the purchaser of Lot Number Six in Square Number One Fronting One hundred feet in front and bounded by North Street, and extending two hundred feet back according to the plan of said Town, at the price of One hundred & twenty dollars; the payment of Which has been well and truly made And Whereas the said Samuel H. Ashley has sold the above described lot to Samuel T. Hamilton of the County & State aforesaid as appears from an order signed by the said Ashley and directed to the Board of Police of Madison County and by Which order the said Ashley has authorized and requested the undersigned Members of the Board of Police of Madison County to make a title to said Lot to the said Hamilton in Consideration of three hundred dollars to him paid by the said Hamilton In Consideration of Which Several Premises

Know all men by these presents that We the undersigned Members of the Board of Police for Madison County for the time being in Consideration of the sum of One hundred and twenty dollars Paid to the said Board of Police by the said Samuel H. Ashley, and for the further Consideration of three hundred dollars paid by the said Hamilton to the said Ashley for which said Consideration the said Ashley has duly authorized us to make this deed of Conveyance to the said Samuel T. Hamilton and by virtue of the Power in us vested by the said act of the Legislature above referred to, have granted, bargained, sold and released, and by these Presents do grant bargain sell and release unto the said Samuel T. Hamilton that certain lot in the Town of Canton known in plan of said Town as Lot Number Six in Square Number One fronting One Hundred feet on North Street and running back according to the Plan of said Town, together with all and singular the tenements, hereditaments and appurtenances thereunto appertaining. To Have and Hold all and singular the premises before mentioned unto the said Samuel T. Hamilton his heirs and assigns forever, And we do bind our selves and our Successors in Office under the name and style of the Board of Police of Madison County to warrant and forever defend all and singular the said premises unto the said Samuel T. Hamilton his heirs and assigns against all lawful Claim or Claims of any person or persons Whatsoever,

In testimony whereof we have this 21st day of June in the year of our Lord One thousand eight hundred and thirty Eight set our hands and caused our Corporate seals to be affixed

Eli Nichols [Seal]
David Ford [Seal]
S. Johnson [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 Eli Nichols David Ford and Johnson Silverberg Members of the Board of Police for the County and State aforesaid Who severally acknowledged that they signed sealed

and delivered the foregoing deed as their act and deed as members of the Board of Police as aforesaid, 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 June A.D. 1838

John T. Lamkin Clerk

The Board of Police vs Deed Samuel T. Hamister

Received for Record June 21st & Recorded July 11th 1838

State of Mississippi
Madison County

Whereas by an Act of the Legislature of the State of Mississippi approved on the fifteenth day of March Eighteen Hundred and Thirty three, the Board of Police for the County of Madison in the State aforesaid were authorized and empowered to Contract for or procure as a donation a Certain tract or parcel of land in said County upon which to locate a Town as a permanent Seat of Justice for said County, which said Town was to be known and designated by the name of Canton, and Whereas in pursuance of the provisions of said act such location has been made, and such Town laid off a Plat of which has been placed of Record among the Proceedings of said Board of Police, and Whereas a sale of said lots in the said Town of Canton was had on the twenty ninth of September in the year 1834 at which sale Samuel H. Ashby became the purchaser of Lot Number Five in Square Number One containing one hundred feet in front and bounded by North Street and extending two hundred feet back according to the plan of said Town at the Price of One hundred and forty dollars the payment of which has been Made and duly Made, and Whereas the said Samuel H Ashby has sold the above described lot to Samuel T. Hamister of the County and State aforesaid as appears from an order drawn by the said Ashby and directed to the Board of Police, and by which Order the said Ashby has authorized the undersigned Members of the Board of Police of said County to make a title the said Lot to the said Samuel T. Hamister in Consideration of Three hundred Dollars in hand paid by the said Hamister to the said Ashby the receipt whereof is hereby acknowledged Now Consideration of which Several premises, Know all men by these Presents that we the undersigned Members of the Board of Police for Madison County for the time being in Consideration of the sum of One hundred and forty dollars paid to the said Board by the said Samuel H. Ashby, and for the further Consideration of Three hundred dollars paid by the said Hamister to the said Ashby for which said Consideration the said Ashby has duly authorized us to make this deed of Conveyance to the said Samuel T. Hamister, and by virtue of the power in us vested by the said act of the Legislature above referred to. Have granted bargained Sold and released and by these Presents do grant, bargain sell & release unto the said Samuel T. Hamister Heirs Certain Lot in the Town of Canton, Known as No of said Town as Lot Number Five in Square Number One fronting One Hundred feet on North Street & running back according to the Plan of said Town, together with all and singular the tenements, hereditaments and

hereditaments thereunto appertaining, To Have and to Hold all and singular the Premises before mentioned unto the said Samuel L Hamilton his heirs and assigns forever, And we do bind ourselves and our successors in office under the name and style of the Board of Police of Madison County to warrant and forever defend all and singular the said premises unto the said S. L. Hamilton his heirs and assigns against the lawful Claim or Claims of any person or persons whatsoever,

In testimony Whereof we have this day set our hands and caused our Corporate Seal to be affixed this 21st day of June in the year of our Lord Eighteen hundred and Thirty Eight

Eli Nichols [Seal]
David Ford [Seal]
D. Silversberg [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 Eli Nichols. David Ford and Johnson Silversberg Members of the Board of Police of said County who severally acknowledged that they signed sealed and delivered the foregoing deed as their act and deed as Members of said Board of Police 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 June A.D. 1838

John T. Cameron Clk

William Reid } Received for Record June 26th & Recorded July 12th 1838
Receipt } State of Mississippi }
Joseph Sheffield } June 4th 1838: } Received of Joseph Sheffield as a loan one Negro Woman named Lucy and one Negro girl named Sarah which said Negroes I bind myself to Return to said Joseph Sheffield or his agent whenever demanded by him or agent, and if not demanded during the life of said Joseph Sheffield, at his death to be returned to his Estate to be subject to such devise or bequest as he may leave (if any there be) otherwise to such division as the laws then in force relative to intestates may direct

Witness my hand this the day and year above Written

William Reid

The State of Mississippi
Madison County } This day personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named William Reid who acknowledged that he signed sealed and delivered the above and foregoing written instrument as his act and deed on the day and year therein named and for the purposes therein set forth.

Given under my hand and seal of Office at Canton this 26th Day of June A.D 1838

John T. Cameron Clk

VVV

M. Calhoon Et al to A. M. Walker Deed

Received for Record 27th June & Recorded 12th July 1838

This Indenture Made and entered into this 21st day of June A.D. 1838 between John H. Walker Mitchell Calhoon and Mark R. Gower all of the County of Madison State of Mississippi of the first part & A. M. Walker of the County & State aforesaid of the second part Witnesseth that for and in Consideration of the sum of the sum of Thirty thousand dollars in hand paid by the party of the second part to the parties of the first part the receipt whereof is hereby acknowledged have this day bargained and sold and by these presents do bargain & sell to the party of the second part the following tract or parcel of land lying and being in the County and State aforesaid. to wit the West half of the South West quarter, the West half of the North West quarter of Section Twenty two, Township Nine Range One West, the West half of the South West quarter of Section Sixteen. Township Nine Range One West, the West half of the South East quarter of Section Twenty One. Township Nine Range One West, the East half of the South West quarter, the North East quarter, and the East half of the North West quarter of Section Twenty One. Township Nine Range One West, the North West quarter of Section Twenty Eight & a fraction of the West half of the North East quarter of Section Twenty Eight. Township Nine Range One West, Containing Eighty Hundredths Twenty five acres, & also Lots No One. Two Seven & Eight, in Square No five in the Town of Durham according to the Plat of said Town, also the West half of the North West quarter of Section Twenty One Township Nine Range One West. containing Twenty Nine fifty six One hundredths of an Acre. To Have and to Hold the aforesaid tract of lands together with all and singular the appurtenances thereunto belonging. And the said parties of the second part for themselves their Heirs Executors & do Covenant and agree to and with the party of the second part his heirs and assigns to warrant and forever defend the title to the aforesaid lands and premises against the Claim or Claims of all persons Whatsoever.

In testimony whereof we do hereunto set our hands and seals the day & year first written.

John H. Walker (Seal)
M. Calhoon (Seal)
Mark R. Gower (Seal)

State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County. the above named John H. Walker. Mitchell Calhoon and Mark R. Gower who severally acknowledged that they signed sealed and delivered the foregoing written instrument on the day and year therein named as their act and deed and for the purposes therein specified,

Given under my hand and seal of Office at Canton this 24th day of June Anno Domini 1838

John T. Cameron Clerk

A. M. Walker, Received for Record June 28th & Recorded July 12th 1838

Bond } State of Mississippi
John H. Walker } Madison County } Know all men by these Presents that I A. M. Walker am held & firmly bound to John H Walker of the County & State as above in the sum of Ninty thousand dollars well and truly to be paid to said John H Walker his heirs and assigns. Given under my hand & seal this day & date as underwritten. Now be it Known that the Conditions of the above written Bond is as follows (Viz) I John H. Walker have this day transferred to A. M. Walker of the County & State as above my undivided portion of Eight hundred & fifty four acres of land in Sections twenty one & twenty eight in Town ship Nine in Range one West northwest containing valuable Considerations, & I A. M. Walker do bind & oblige my self my heirs & assigns to retransfer to the said John H. Walker & his heirs & assigns undivided portion of the land for which the said John H. Walker has this day executed a deed to the said A. M. Walker, at any time when Called on. Now if the requisitions of the above are Complied with then the above Bond is null & void. Otherwise to stand in full force & virtue.

Given under my hand & seal this 27th of June 1838

A. M. Walker [Seal]

The State of Mississippi } Personally appeared before me John J. Cameron Clerk
Madison County } of the Probate Court of said County the above named A. M. Walker who acknowledged that he signed sealed and delivered the above 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

[Seal] 28th Day of June A.D. 1838

John J. Cameron Clerk.

vvv

A. M. Walker, Received for Record June 28th & Recorded July 12th 1838.

Power Attorney }
John H Walker } Know all men by these Presents that I A. M. Walker of the County of Madison & State of Mississippi do Constitute & appoint John H. Walker of the County & State as above, my attorney & legal representative for the following purposes (Viz) I hereby authorize the said John H. Walker to sell transfer or Mortgage any part or all of my real or Personal Estate of this County & State as above, or to use my name in any other manner shape or form as shall-be-necessary or in any wise belonging to any business that the said John H Walker may think proper. Given under my hand & seal at Canton Madison Co Mississippi this 28th day of June 1838

A. M. Walker [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 A. M. Walker 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 specified.

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

John J. Cameron Clerk

S. M. Flournoy Sheriff } Received for Record June 30th & Recorded July 12th 1838
Deed
Johnson Silverberg } State of Mississippi } Madison County } This Indenture made and entered into this 7th day of May in the year of our Lord Eighteen hundred and Thirty Eight between Samuel M. Flournoy Sheriff of Madison County, State aforesaid of the first part, and Johnson Silverberg of the County and State aforesaid of the second part Witnesseth that Whereas Charles M. Clopton and Charles M. Allen, late partners trading under the name, firm and Style of Clopton and Allen, on the 23rd day of October 1836 in the Circuit Court of Madison County aforesaid by the Judgment of said Court, recovered against Jesse Brookshire the sum of Eighty two dollars and seventy five Cents besides his proper costs of suit: And Whereas an Execution to wit a "Fieri" Facias was issued by the Clerk of the Circuit Court aforesaid and delivered into the hands of the said Sheriff of Madison County, to whom the same was directed, which was levied upon certain property of the said Jesse Brookshire in obedience to the Execution aforesaid upon the judgment aforesaid, and a forth coming bond given by the said Jesse Brookshire for the delivery of the said property at the place and time therein appointed, And Whereas the said Sheriff did return to the Clerks office of the said Circuit Court the aforesaid Bond forfeited, and Whereas the Clerk of the Circuit Court aforesaid did issue another Execution to wit a Fieri Facias upon the said forfeited Bond, which latter execution was held up by order of the Plaintiffs aforesaid, And Whereas the Clerk of the Circuit Court aforesaid did subsequently issue another Execution "to wit" an alias Fieri Facias upon the said forfeited Bond, directed to the said Sheriff of Madison County and regularly delivered to him, And Whereas also the said Sheriff of Madison County did immediately thereafter, levy the aforesaid Execution on the following tract of land, lying in the said County of Madison, the property of the said Jesse Brookshire, Known and designated as the East half of the North East quarter of Section 24, Township 10, Range 4 East, and whereas the said Sheriff did afterwards, and in Conformity with the Statute in such cases made and provided advertise the said tract of land in the Canton Herald, a Public News paper in the aforesaid County for sale on the first Monday of May 1838, at the Court house door in the Town of Canton at which time and place the said Sheriff did offer the said tract of land for sale to satisfy the aforesaid Execution, And the said Johnson Silverberg having bid the sum of Two hundred and Sixty dollars, which bid being the highest that was or would be offered became the purchaser thereof, Now Therefore in Consideration of the Sum of Two hundred and Sixty Dollars, to him in hand paid by the said Johnson Silverberg the Receipt whereof is hereby acknowledged the said Samuel M. Flournoy Sheriff as aforesaid by virtue of the power in him for this purpose vested doth hereby bargain Sell and Convey unto the said Johnson Silverberg his heirs and assigns forever, the aforesaid tract of land, and all the improvements and appurtenances thereunto belonging, To Have and to Hold unto the said Johnson Silverberg his heirs and assigns forever—

In testimony whereof the said Samuel M. Flournoy Sheriff as aforesaid hath hereunto set his hand and seal the day and year first above written.

S. M. Flournoy Shff.

The State of Mississippi }
Madison County } Personally appeared before me John J. Cameron Clerk of the Probate Court of said County the above named Samuel M. Flournoy who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed as Sheriff of said County 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 June A.D. 1838

(Seal)

John J. Cameron Clk P

Samuel M Flournoy Shff } Received for Record April 6th & Recorded July 12th 1838

Deed

William H Walker } This Indenture made this fifth day of April in the year of our Lord Eighteen hundred and thirty eight between Samuel M. Flournoy Sheriff of Madison County in the State of Mississippi, of the one part, and William H. Walker, of the same County and State of the other part, Witnesseth, Whereas on the third day of June in the year of our Lord eighteen hundred and thirty seven a certain writ of the State of Mississippi of Fieri Facias, did issue forth out of the Circuit Court of Madison County to the Sheriff of said County directed as certain that Whereas Thomas B. Hoover lately by the judgment of the Circuit Court of Madison County recovered against Benjamin Sawyer and Dion Saunders the sum of six hundred and seventy seven dollars and fifty two and one half cents damages and costs. And Whereas the Sheriff of Madison County hath levied upon certain property of the said defendants, in obedience to an Execution issued upon said judgement and taken a forth coming bond for the delivery of said property, at the place and time therein appointed, with Mary Saunders Security— and Whereas the Sheriff of Madison County hath returned to the Clerks office of said Court— the said bond and the same is forfeited. which hath the force and effect of a Judgement, according to the statute in such cases made and provided. the said Sheriff was therefore commanded that of the goods and Chattels. Lands and tenements of the said Benjamin Sawyer and Dion Saunders and Mary Saunders. he cause to be made the sum of six hundred and seventy seven dollars. fifty two cents and one half of a Cent, with interest on six hundred and fifty nine dollars, part thereof from the twenty fifth day of April Eighteen hundred and thirty six until paid: Also the further sum of Nine dollars and Eighty two Cents Clerks Sheriffs fees. further in this behalf expended and that he have the said sums of Money before the Judge of said Court at the Court House of Madison County on the fourth Monday of October then next to render to the said Hoover in satisfaction of the said Judgement. damages and Costs, and that the said Sheriff should also have then and there that writ, and Whereas also on the twenty first day of August in the year of our Lord Eighteen hundred and thirty seven, the said writ came to the hands of the said Sheriff. and in pursuance of the Command therein contained. the said Sheriff, on the eighth day of September in the year last aforesaid. levied the same upon the following tract

a part of a tract or parcel of land. lying and being in the County aforesaid, to. wit; the West half of the North West quarter of Section number Thirty three. Township Nine Range three. East. containing Eighty acres more or less: And Whereas also after due notice being given of the same, the said Sheriff did, on the Eighteenth day of October in the year last aforesaid aforesaid the said tract or part of a tract or parcel of land, so as aforesaid taken in execution on the said Writ, to Public sale. at the Court House in the Town of Canton in the County aforesaid, to the highest bidder for Cash and the person before named William H. Walker became the highest bidder and purchaser of the same, for the sum of One Thousand and ten dollars, Current Money and hath paid the said purchase money to the said Sheriff: all of which said several matters by reference to the aforesaid writ of Fieri Facias, being number 2250 October Term 1837 and now of Record in the Office of the Clerk of the Circuit Court of Madison County, will more fully and at large appear. And Whereas the said William H. Walker is more desirous of obtaining a title to the said tract or part of a tract or parcel of land,— Now this Indenture Witnesseth. that for and in Consideration of the Premises. the said named Sl. Flournoy Sheriff as aforesaid hath granted bargained and sold and by these Presents doth grant. bargain and sell unto the said William H. Walker his heirs and assigns the said tract or part of a tract or parcel of land. so as aforesaid taken on the Writ of fieri facias as aforesaid, with the appurtenances thereto belonging To Have & To Hold the said tract or part of a tract or parcel of land with the appurtenances, unto the said William. H. Walker his heirs and assigns forever. to the only proper use of him the said William. H. Walker his heirs and assigns forever, ; In Witness Whereof, the said named Sl. Flournoy Sheriff as aforesaid, hath hereunto set his hand and affixed his Seal. the day and year first herein before written,

Signed Sealed & delivered in presence of

S. Sl. Flournoy Shff [Seal]

State of Mississippi.

Madison County ss Personally appeared before me John D. Cameron Clerk of the Probate Court in & for Madison County aforesaid, the above named Samuel Sl. Flournoy, Sheriff of said County, 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 at Canton this

[Seal] fifth day of April A.D. 1838

John D. Cameron Clerk

Saml Sl. Flournoy Shff's Received for Record 6th April & Recorded July 13th 1838

Deed

William H. Walker } This Indenture made this fifth day of April in the year of our Lord Eighteen hundred and thirty eight between Samuel Sl. Flournoy Sheriff of Madison County, in the State of Mississippi of the one part, and William H. Walker of the same County and State of the other part. Witnesseth: Whereas, on the twenty fourth day of May, in the year of our Lord Eighteen hundred and thirty seven, a certain writ of the State of Mississippi of Fieri Facias, did issue forth out of the Circuit Court of Madison Co[illegible] the Sheriff of said County directed, reciting that Whereas Benjamin

Brown lately by the judgement of the Circuit Court of Madison County recovered against Edmund B. Morey the sum of Three hundred and thirty two dollars and four Cents, including damages and Costs: And Whereas the Sheriff of Madison County hath levied upon Certain property of the said defendant, in obedience to an execution issued upon said judgement, and taken as for the Coming Bond, for the delivery of said property, at the place and time therein appointed with M C. Moore security And Whereas the Sheriff of Madison County hath returned to the Clerks office of said Court the said Bond and the same is forfeited, which hath the force and effect of a judgement according to the Statute in such Case made and Provided: the said Sheriff was therefore Commanded that of the goods and Chattels, lands and tenements of the said Morey and Moore he Cause to be made the sum of Three hundred and thirty two Dollars, and four Cents, with interest on Three hundred and fifteen dollars forty one and one half Cents, part thereof from the twenty fifth day of April Eighteen hundred and thirty last past until paid. Also the further sum of seven dollars & twenty three Cents. Clerks and Sheriffs fees further in this behalf expended, and that he have the said Sums of Money before the Judge of said Court, at the Court House of Madison County, on the fourth Monday of October then next, to render to the said Brown in satisfaction of the said judgement, damages and Costs, and that the said Sheriff should have then and there that writ, And Whereas also on the first day of June in the year of our Lord eighteen hundred and thirty seven, the said Writ Came to the hands of the said Sheriff, and in pursuance of the Command thereof he Continued the said Sheriff, on the fourth day of August in the year last aforesaid, levied the same upon the following lot or parcel of land in the Town of Madisonville, known and designated as lot Number Seventy six, fronting fifty feet on Pearl Street, and One hundred feet on Main Street, and on which a Brick house is erected, lying and being in the County aforesaid, and Whereas also after due and legal notice being given of the same, the said Sheriff did on the second day of October in the year last aforesaid, expose the said lot or parcel of land so as aforesaid taken in execution on the said Writ, to Public Sale, at the Court house in the Town of Lewisburg, in the County aforesaid, to the highest bidder for Cash and the thereon before mentioned William H Walker became the highest bidder and purchaser of the same for the sum of Six hundred dollars, Current Money & he the Same paid the said purchase money to the said Sheriff, all of which said several matters, by reference to the aforesaid roll of Fieri Facias, being numbered "Fifty Nine Madison Circuit Court April Term 1837" and now of Record in the office of the Clerk of said Court will more fully and at large appear; And Whereas the said William H Walker is now desirous of obtaining a title to the said lot or parcel of land. Now this Indenture Witnesseth that for and in Consideration of the premises, the said Samuel M. Hennessy Sheriff as aforesaid hath granted bargained and sold, and by these presents doth grant bargain and sell, unto the said William H Walker his heirs and assigns, the said lot or parcel of land, so as aforesaid taken on the writ of Fieri facias as aforesaid, with the appurtenances thereto belonging. To Have and to Hold the said lot or parcel of land with the appurtenances, unto the said William H Walker his heirs and assigns forever.

In Witness Whereof the said Samuel M. Hennessy Sheriff as aforesaid, hath hereunto set his hand and affixed his seal, the day and year first hereinbefore Written

Signed Sealed & delivered in Presence of }

S. M. Hennessy Sheriff [Seal]

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the Madison County Sct. } Probate Court in and for Madison County aforesaid. the above named Jesse M. Flowers my Sheriff of said County 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 of Office at Canton this 6th day of April A.D. 1838

Seal

John. T. Cameron Clerk

vvv

Jesse M. Flowers Sh'ff } Received for Record April 6th } Recorded 15th July 1838

Deed

William H. McMurry } This Indenture made the fifth day of April in the year of our Lord Eighteen hundred and thirty eight, between Jesse M. Flowers Sheriff of Madison County in the State of Mississippi of the first part, William H. McMurry of the same County & State, of the other part Witnesseth. Whereas on the twenty seventh day of July in the year of our Lord eighteen hundred & thirty seven a Certain writ of the State of Mississippi of Fieri Facias, did issue forth out of the Circuit Court of Madison County to the Sheriff of said County directed, reciting, that Whereas James M. Normant lately by a judgement of the Circuit Court of Madison County recovered against William Husbands & John R. Herbert. the sum of five hundred & thirty one dollars and ninety five cents and a half Cent, including damages & Costs, And Whereas the Sheriff of Madison County had levied upon Certain property of the defendant, in obedience to an Execution issued upon said judgement & taken a forthcoming bond for the delivery of said property at the place and time therein appointed, with B.M. Clayton & A.D. Barlow as securities & Whereas the Sheriff of Madison County had returned to the Clerks office of said Court the said bond & the same is forfeited, which hath the force & effect of a judgment according to the Statute in such case made and Provided. the said Sheriff was therefore Commanded that of the goods & Chattels. lands & tenements of the said William Husbands John R. Herbert. B.M. Clayton & A. D. Barlow he should cause to be made the sum of five hundred & thirty one dollars & ninety five Cents & a half Cent. on the interest on five hundred & thirteen dollars & thirty three Cents, part thereof from the twenty fifth day of April Eighteen hundred & thirty six until paid: also the further sum of Eight dollars and twenty three and a half Cents. Clerks and Sheriffs fees for writ in this behalf expended, and that he have the said sums of Money before the judge of said Court, at the Court House of said County on the fourth Monday of October then next, to render to the said James M. Normant in satisfaction of the said judgement. damages and Costs, and that the said Sheriff should have then & there that writ, and Whereas on the twenty ninth day of July in the year of our Lord Eighteen hundred and thirty seven, the said Writ came to the hands of the said Sheriff and in pursuance of the Command therein Contained, the said Sheriff, on the twenty first day of September in the year last aforesaid. levied the same on the following property, to wit, a Storey lot in the Town of Madisonville in Madison County & State of Mississippi designated on the plat of said Town as Lot No 361. and described as follows, beginning at Lot No 360. at the termination of forty five feet from the corner of Chittenden Street, thence running forty one feet on Main Street, thence running at right Angles one hundred & twenty five feet back, thence at right angles forty one feet,

to the back Corner of said Lot No 300. thence with a straight line to the beginning the Landstatements of John R Herbert. named in the aforesaid writ— And Whereas after due & legal notice being given of the same— the said Sheriff did on the twenty third day of October in the year last aforesaid, expose the said House & Lot so as aforesaid taken in Execution on the said writ, to Public Sale at the Court House in the Town of Canton, in the County aforesaid, to the highest bidder for Cash, and the herein before mentioned William F. Walker, became the highest bidder & purchaser of the same, for the sum of Thirteen Hundred & Eighty four dollars Current Money & hath since paid the said Purchase Money to the said Sheriff, all of which said Several Matters, by reference to the aforesaid writ of fieri facias Numbered 1771 October Term 1837, and more of Record in the Office of the Clerk of said Court, will more fully & at large appear, And Whereas also the said William F. Walker is now desirous of obtaining a title to the said property, Now this Indenture Witnesseth that for and in Consideration of the premises, the said Samuel M. Flournoy Sheriff as aforesaid hath granted, bargained & sold, and by these Presents doth grant bargain & sell unto the said William F. Walker, his heirs & assigns the said House & Lot so as aforesaid taken on the aforesaid writ of fieri facias, with the appurtenances thereto belonging, To Have & to Hold the said House & Lot, with the appurtenances unto the said William F. Walker his heirs & assigns forever; he his & their own proper use & benefit.

In testimony whereof the said Samuel M. Flournoy, Sheriff as aforesaid hath hereunto set his hand & affixed his seal, the day & year first herein before written

Signed sealed & delivered in presence of

The State of Mississippi }
Madison County } S.S. Personally appeared before me John J. Cameron Clerk of the Probate Court in & for Madison County aforesaid, the above named Samuel M. Flournoy Sheriff of said County, who acknowledged that he signed sealed and delivered the foregoing deed, on the day & year therein mentioned, as his act & deed,

Given under my hand & seal of Office at Canton this fifth day of April A.D. 1838

John J. Cameron Clerk

Saml M. Flournoy Sh'ff } Received for Record April 6th & Recorded 13th June 1838
to
William F. Walker } This Indenture, Made this fifth day of April in the year of Our Lord One thousand eight hundred and thirty eight, between Samuel M. Flournoy Sheriff of Madison County in the State of Mississippi of the one part, and William F. Walker of the same County and State of the other part, Witnesseth, Whereas on the fifteenth day of November in the year of Our Lord Eighteen hundred and thirty seven, a certain writ of the State of Mississippi of Casias ad Satisfaciendum, did issue forth out of the Circuit Court of said County, to the Sheriff of said County directed, Commanding him that he take William A Lack late of said County, if he be found therein, and him safely keep, so that he have the body of the said William A. Lack before the Judges of the Circuit Court, on the fourth Monday of April then next, to satisfy John J. Botler and Milford A Prewitt Merchants trading under the firm of Botler & Prewitt who sued for the use of William F Walker the Sum of seventy four dollars and twenty five Cents, with interest at the rate of eight per Cent per —

annum from the twenty fourth day of October Eighteen Hundred and Thirty seven until paid for their damages which they have sustained by reason of the non performance of a certain promise and agreement by the said William H Lacke to the said Butler & Bennett, as also the sum of Eighteen dollars and fifty two Cents and a half cent for their costs and Charges by them about their suit in that behalf expended whereof the said William H Lacke was convicted, as of Record appears; And that the said Sheriff should have them and there that writ: And Whereas on the seventeenth day of November in the year last aforesaid, the said Writ came to the hands of the said Sheriff, and in pursuance of the Commands therein Contained, the said Sheriff on the eighteenth day of November in the year last aforesaid levied the same upon the following described property, which was tendered by said William H Lacke, in lieu of his body, according to the statute in such case made and Provided, Viz: a House and lot in the Town of Madisonville, in the County aforesaid, Known and designated on the plat of said Town as Lot Number four hundred and twenty one, being the same house and lot in the Town aforesaid, occupied by the said William H Lacke during the year Eighteen Hundred and Thirty seven, as his private residence; And Whereas after due and legal notice being given of the same, the said Sheriff did, on the fourteenth day of February in the year of our Lord eighteen hundred and thirty eight at the Court house in the Town of Canton in the County aforesaid, expose the said House & Lot so as aforesaid taken in execution on the said Writ, to public Sale to the highest bidder for Cash; the herein before named William F Walker became the highest bidder and Purchaser of the same, for the Price and Sum of One hundred dollars, and hath since paid the said the said Purchase Money to the said Sheriff, all of which several matters, by reference to the aforesaid Writ of Capias ad Satisfaciendum, Numbered Thirteen Madison Circuit Court, April Term 1838 and Note of Record in the office of the Clerk of said Court, will more fully and at large appear, And Whereas the said William F Walker is now desirous of obtaining a title to the said property, hereinbefore described, Now this Indenture Witnesseth; That for and in Consideration of the premises the said Samuel M Hennessy Sheriff as aforesaid hath granted, bargained and sold, and by these presents doth grant, bargain, and sell unto the said William F Walker his heirs and assigns the said House and lot so as aforesaid taken on the Writ of Capias ad Satisfaciendum as aforesaid with the appurtenances thereto belonging. To Have & to Hold the said House and lot with the appurtenances, unto the said William F Walker, his heirs and assigns forever, to the only proper use of him the said William F Walker his heirs and assigns forever.

In testimony Whereof the said Samuel M. Hennessy Sheriff as aforesaid hath hereunto set his hand and affixed his Seal the day and year first herein before written.

Signed Sealed & delivered in presence of } S. M. Hennessy Sh'ff. [Seal]

The State of Mississippi } Personally appeared before me John
Madison County ss. } T Cameron Clerk of the Probate Court
in & for Madison County aforesaid the above named Samuel
M. Hennessy Sheriff of said County 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 at Canton this 6th day of April AD 1838

John T. Cameron Clerk

Isaac H. Whitehead } Received for Record June 30th & Recorded 13th July 1838
Deed
William F. Walker } This Indenture made and entered into by and between Isaac H Whitehead and William F Walker each of the Town of Madisonville and State of Mississippi this twenty third day of June Anno Domini Eighteen hundred and thirty Eight (1838). Witnesseth That the said I H. Whitehead for and in consideration of the sum of Two thousand dollars to him in hand paid by the said Walker the receipt whereof is hereby acknowledged, hath granted bargained. sold. aliened and Conformed, and by these Presents doth grant bargain. sell alien and Conform unto the said William F Walker his heirs and assigns all and singular that Certain lot or parcel of ground lying and being in the Town of Madisonville and State aforesaid known and designated on the Plan of said Town as Lot Number 274 Containing according to Survey twenty two acres (saving and excepting four Certain acres sold and Conveyed by one James B. Lain to James B. Sopkins) as by reference to a Certain Deed Recorded in the proper office at Canton will more fully and at large appears Together with all and singular the buildings and improvements, rights. liberties priviliges and appurtenances, To Have and to Hold the said lot or parcel of ground to the said William F. Walker his heirs and assigns. to his and their only proper use benefit and behoof forever. And the said Whitehead doth hereby Covenant. Promise and agree to and with the said Walker his heirs. and assigns. That title in and to the said lot or parcel of ground he the said Whitehead shall and will warrant and forever defend.

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

signed sealed in presence of } Isaac H. Whitehead Seal

State of Mississippi } Personally appeared before the undersigned justice
Madison County } of the Peace in & for the said County Isaac H Whitehead who acknowledged that he signed sealed & delivered the within instrument of Writing on the day and year above mentioned as his act & deed

Given under my hand & seal this 25th day of June AD 1838

Henry Garrett. J. P. Seal

Isaac H. Whitehead } Received for Record June 30th 1838 & Recorded July 13th 1838
Deed
William F. Walker } This Indenture made and entered into this Town & third day of June Anno Domini Eighteen hundred and thirty Eight Between Isaac H. Whitehead of the first part, and William F. Walker of the second part. both of the Town of Madisonville and State of Mississippi Witnesseth that the said Whitehead for and in Consideration of the sum of Two thousand dollars lawful Money of the United States to him in hand paid the receipt whereof is hereby acknowledged

hath granted, bargained, sold, aliened and confirmed, and by these presents doth grant, bargain, sell, alien and confirm unto the said Walker his heirs and assigns all that certain tract of land or lots or parcels of ground lying and being in the Town of Madisonville Parrish and designated on the plan of said Town as Lots number 115, and 116. fronting 125 feet on Lafayette Street West, 250 feet on Lafleur Street North, 125 feet on Tecumseh Street East, and on the South by a block of Lots designated and known as Lots Numbers 174. 168 149. 150. 167. together with all and singular the rights liberties, privileges hereditaments and appurtenances thereunto belonging or in any wise appertaining, To Have and to Hold the said Lots or parcels of ground to the said William H Walker his heirs and assigns to his and their own proper use benefit and behoof forever, And the said Whitehead doth hereby covenant to and with the said Walker his heirs and assigns the title in and to the said lots or parcels of ground the the said Whitehead will warrant and forever defend

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

Signed and sealed in presence of } Isaac H. Whitehead [Seal]

The State of Mississippi } Personally appeared before the undersigned
Madison County } Justice of the Peace in & for said County Isaac H Whitehead who acknowledged that he signed sealed and delivered the written instrument of writing on the day & year therein mentioned as his act & deed

Given under my hand & seal this 25th day of June A.D. 1838.

Henry Garrett J. P. [Seal]

William H Bobb Received for Record July 3rd & Recorded July 15th 1838

Release } State of Mississippi
Samuel T. Seamster } Madison County } Know all men by these presents that Whereas I William H Bobb had Conveyed to me by Samuel & Young a certain lot or parcel of ground lying and being in the Town of Canton and County and State aforesaid and known and designated as the North half of Lot No 3 in Square No 8 extending fifty feet in front and running two hundred back in an Eastern direction: And Whereas the said Conveyance was made to me by the said Young by Mistake, the the said Young intending to convey to me the South half of Lot Lot No 3 in Square 8 and not the North half. And Whereas the deed made to me by the said Young has been regularly Recorded in the Probate Clerks Office of said County Previously to the Record of any deed made by the said Young to Samuel T. Seamster and Lawson F Henderson who were in fact the real and Bona fide Purchasers of the said North half of Lot No 3 in Square 8 which lot was Conveyed to me by Mistake by the said Young as aforesaid and Whereas the said Lawson F Henderson afterwards sold and Conveyed all his right title and interest in the said lot to the said Samuel T. Seamster who is at this time the sole & bona fide owner of said lot, Now in Order that the said Samuel T. Seamster may be secured in the enjoyment & Possession of a good & sufficient fee simple title to said North half of lot No 3 in Square 8 as aforesaid. I do by these Presents release to the said Seamster

all the right title or interest which I may at any time have had or at present may have to said lot last above described. and I do hereby bind myself my heirs Executors, administrators and assigns forever by these Presents to Warrant and forever defend all the right and title which I may ever have had or may have to the said Lot to the said Fearinster heirs and assigns forever.

In testimony Whereof I have hereto set my hand and seal. Done the twentieth in the year of our Lord Eighteen hundred and thirty Eight.

Wm H. Bole [Seal]
Eliza Bole [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 William H Bole 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 21st day of June A.D. 1838

[Seal]

John T. Cameron Clerk

The State of Mississippi }
Attala County } Personally appeared before me John M Thompson Clerk of the Probate Court of said County Eliza Bole wife of Wm H Bole whose name is subscribed to the within Deed and acknowledged that she signed sealed and delivered the within Deed as her act and deed freely without any fear. threats. or compulsion of her said husband

Given under my hand and seal of office at Roscius Ko this 26th June A.D. 1838

J M Thompson Clk

vvJ

Henry Boyer } Received for Record 13th } Recorded 14th July 1838
Deed } The State of Mississippi }
Rowe & Hunt } Madison County } Know all men by these Presents that I Henry Boyer of the County & State aforesaid for and in Consideration of the Sum of Two Thousand and Eleven dollars and eighty eight Cents to me in hand paid by Samuel Rowe of the County of Talbot and State of Georgia, and Wilkins Hunt of the County of Bibb & State of Georgia. the said Samuel Rowe and Wilkins Hunt being Partners. trading & doing business under the name & style of Samuel Rowe & Co. the receipt whereof I do hereby acknowledge. do by these Presents give, grant, bargain sell and convey unto the said Samuel Rowe and Wilkins Hunt their heirs and assigns a certain lot or tract of land lying & situate in the County of Madison & State of Mississippi & in the Town of Madisonville known and described in the plat of said Town as part of Lot No One hundred and forty seven it being part of Lot No One Hundred and Seventy five & the one half of Lot No One hundred & seventy. the front on Main Street being Twenty four feet & Running back One hundred & fifty feet. and also

One Negro boy Named Murray warranted a Slave for life togeather with all the privileges and appurtenances to the said Land in any wise appertaining & belonging togeather with all the tools and Iron and all other articles that may be in a Certain Blacksmiths Shop Situate on said lot of Land now or at any time for the next eighteen Months next following the date of these Presents, togeather with all the Rents and all monies arising from the profits of said Shop from the date of these presents until the Payment by said Boyer to said Rowe and Hewit of one Note for Four Nine hundred and Sixty eight dollars dated February Nineteenth Eighteen hundred and thirty eight made payable to Samuel Rowe & Wilkins Hewit or bearer on the first day of January Eighteen hundred and Thirty Nine and Signed by Henry Boyer by his Mark and Witnessed by Isaac Heard To Have and to Hold the above granted premises to the said Samuel Rowe and Wilkins Hewit their heirs and assigns to their use and behoof forever, And I the said Henry Boyer for my self My heirs Executors and administrators do Covenant with the said Rowe and Hewit their 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 Rowe & Hewit as aforesaid, And that I will & My heirs Executors and administrators Shall Warrant and defend the same to the said Rowe and Hewit their heirs and assigns forever against the Lawful demands of all persons:— In testimony whereof I the said Henry Boyer have hereunto set my hand & seal this the thirteenth day of July in the year eighteen Hundred & thirty eight.

Henry his X mark Boyer [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 Henry Boyer 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 13th Day of July A.D. 1838.

[Seal]

John. T. Cameron Clerk

Samuel Rowe Received for Record 13th & Recorded 14th July 1838

Bond } The State of Mississippi
Henry Boyer } Madison County } Know all men by these presents that Whereas Henry Boyer of the State & County aforesaid did on the thirteenth day of July in the year Eighteen hundred and thirty eight make and Execute a Certain deed to the Use Samuel Rowe & Wilkins Hewit of the Counties of Talbot & Bibb in the State of Georgia for a Certain tract or Lot of Land in the Town of Madisonville in the County of Madison & State of Mississippi Known & designated in the plat of said Town as part of Lot No One hundred and forty seven. it being fronting Lot No One hundred & twenty five & the one half of Lot No One hundred & seventy the front on Main Street being twenty five feet & running back One hundred & fifty feet & also one Negro Man named Murray for the term of Two thousand

and Eleven Dollars & eighty eight Cents, Now if the said Henry Boyer shall pay or cause to be paid to me Samuel Rowe the said Sum of Money above mentioned on or before the first day of January next following the date of these Presents, I do Covenant to release and make him a good title to said land above described,

In testimony whereof I do hereby set my hand & seal this 13th day of July 1838

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

Samuel Rowe Seal

Given under my hand and seal of office at Canton this 13th Day of July A.D. 1838

Seal

John D. Cameron Clerk

v.v.v

The State of Mississippi Received for Record & Recorded July 16th 1838

Land Warrant } State of Mississippi } Auditors office
Lorenzo Latham } Hinds County } Jackson June 5th 1838 } Whereas, at a Sale of the thirty six sections of land, granted by the United States to the State of Mississippi for a seminary of learning, in conformity with the provisions of the act requiring the same to be made, Lorenzo Latham became the purchaser of the North East, South East and South West quarters of Section No Four of Town ship No Nine of Range No One East, and the North West and South West quarters of Section No three of Town ship No Nine of Range No One East, of the thirty six Sections of land granted by the United States to the State of Mississippi for a seminary of Learning, And Whereas, the said Lorenzo Latham has fully paid and discharged the original purchase Money therefor viz, Seven Thousand three Hundred and thirty three dollars and thirty two Cents,

Now Therefore in Consideration of the premises, and in Conformity with the provisions of the Statute of this State regulating the same. I. A. B. Saunders. Auditor of Public accounts in and for the State of Mississippi do by these presents, grant, bargain, release and Convey to the said Lorenzo Latham, all the right, interest Claim and title of the State of Mississippi in and to the premises above described To Have and to Hold all and singular the premises before mentioned unto the said Lorenzo Latham his heirs and assigns forever

In testimony Whereof, I have hereunto set my hand and affixed the Seal of My office the 5th day of June A.D. 1838

Seal

A. B. Saunders
Auditor of Public accounts,

vvv

Samuel Hairston } Received for Record July 7th & Recorded July 16th 1838
Deed
Caleb A. Brown } The State of Mississippi }
Madison County } Know all Men by these presents
That Samuel Hairston & Lucia Hairston his wife of Madison County in
the State aforesaid in consideration of the sum of twenty four hundred
dollars to me paid by Caleb A. Brown of the County of Jefferson in the
State aforesaid, have granted, bargained, sold, released and by these presents
do grant, bargain sell and release unto the said C.A. Brown, all and singu-
lar, all that Plat or parcel of land being in the County and State aforesaid
being the East half of the North East quarter of Section four of Township
Nine of Range three East, also the North half of the East half of the South
East quarter of Section four Township Nine Range three East, containing
One hundred ... twenty acres more or less. together with all and singular
the rights, members, hereditaments, and appurtenances to the said pre-
-mises belonging or in any wise incident or appertaining. To Have and
to Hold all and singular the premises before mentioned unto the said
C.A. Brown his heirs and assigns forever, And we do hereby bind ourselves
our heirs Executors and Administrators to Warrant and forever defend
all and singular the said Premises unto the said C.A. Brown & his heirs and
assigns against ourselves and our heirs and against every person
whomsoever lawfully Claiming or to Claim the same or any part thereof.
Witness our hands and seals this thirty first day of Decem-
-ber Eighteen hundred thirty five
Saml Hairston [Seal]
Lucia her + mark Hairston [Seal]
State of Mississippi }
Madison County } Personally appeared Samuel Hairston before me
William Sowell an acting Justice of the Peace in and for the County
and State aforesaid and acknowledged that he signed, sealed and
delivered the within Indenture for the use within mentioned, also at
the same day and date Lucia Hairston the wife of said Hairston ap-
-peared before me separate from her said husband and after being ex-
-amined by me she acknowledged that she signed sealed and delivered
the same also relinquished all her Dower, right, title and Claim to the
within named deed to be her voluntary act and deed without fear
threats or Compulsion of her said husband.
Given under my hand and seal this 31st day
of December 1835
William Sowell J.P. [Seal]

vvv

D.C. Henderson } Received for Record July 5th & Recorded July 16th 1838
Deed
O. F. Pack } This Indenture made and entered into this second
day of April in the year of Our Lord One thousand eight hundred and
thirty eight between Daniel C. Henderson and Sarah Henderson his wife
party of the first part, And Orlando F. Pack party of the second part,
all of the County of Madison and State of Mississippi Witnesseth, that

the said party of the first part for and in Consideration of the Sum of Twelve hundred dollars the receipt Whereof is hereby acknowledged, have bargained sold, aliened, enfeoffed and Confirmed, and by these presents do bargain sell alien, enfeoff and Confirm unto the said party of the second part all the right, title interest, and Claim to a Certain tract or parcel of ground lying and being in the County and State aforesaid Containing four Acres, 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 and at the N.W. Corner of Lot No 4 in Square No 10, thence running North in the direction of said Street fifty feet, and three fourth Poles to a Stake in S. A Livingstons line thence East with said line One hundred & 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 & appurtenances, thereunto belonging to the said party of the second part his heirs & assigns. To Have & to Hold forever, And the said party of the first part do, hereby bind themselves, their heirs Executors &c to Warrant & forever defend the title of the aforesaid lot or parcel of ground unto said party of the second part, his heirs and assigns forever,

In testimony Whereof We have hereunto set our hands & seals the day & date above Written,

Daniel L. Henderson [Seal]
Sarah Henderson [Seal]

The State of Mississippi
Madison County } Personally appeared before the undersigned Clerk of the Circuit Court of said County Daniel L. Henderson and acknowledged the signing, sealing and delivering of the within deed to be his act and deed,

Given under my hand and seal of said Court this third day of April in the year of our Lord One thousand Eight hundred and thirty eight.

[Seal]

A. D. Livingston Clk,

The State of Mississippi
Hinds County } Personally appeared before me John P. Stewart Clerk of the Circuit Court of said County the within named Sarah Henderson wife of Daniel L. Henderson and on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed as her free and voluntary act and deed without any fear threats or Compulsion from her said husband—

In Witness Whereof, I have hereunto set my hand and official seal at Meadville this twenty third day of June in the year of our Lord One thousand Eight hundred and thirty eight.

[Seal]

Jno P. Stewart Clerk

VVVV

Borrough & Thompson
Aud
James Dotson } Received for Record & Recorded July 16th 1838
State of Mississippi
Madison County } Know all men by these presents that we Josiah Borrough and B.G. Thompson of the County and and State aforesaid that this day for and in Consideration of the Sum of Three hundred

and twenty six dollars as to us in hand paid the receipt whereof is hereby acknowledged, sold and by these presents do sell and deliver unto Isaac Dotson of the county and State aforesaid, all our right Title, Claim and interest in and to thirty feet of the South West end of Lot No 111 on Chittenden Street running fifty feet back on the Town of Madisonville in the County and State aforesaid with the title of said lot we bind ourselves our heirs and assigns to warrant and defend unto the said Isaac Dotson his heirs and assigns forever,

In witness our hands and seals this the 2nd day of June Eighteen hundred and thirty eight.

W.G. Thompson [Seal]
Josiah Burroughs [Seal]

The State of Mississippi
Madison County } This day personally appeared before me the undersigned Justice of the Peace W.G. Thompson & Josiah Burroughs who acknowledged that they signed the deed.

Given under my hand & seal this 2nd June 1838
Charles Moore J.P. [Seal]

vv

Archibald McKie } Received for Record 11th & Recorded 16th July 1838
Deed
Peter Goad } Hinds County

This Indenture made this twenty second day of September One thousand eight hundred & twenty seven Between Archibald McKie of Yazoo County & State of Mississippi of the one part and Peter Goad of said County & State aforesaid of the other part Witnesseth that Archibald McKie hath this day grown bargained and sold a certain tract or parcel of land lying on the South side of Big Black River near McCarleys ferry it being part of the Public lands. the Lot Number six of section twenty two, in Township Eight of Range three West in District of Choctaw, and State of Mississippi containing twenty two acres and seventy five hundredths of an acre. Witnesseth that the said Archibald McKie for and in Consideration of the sum of One hundred and twenty four dollars to him in hand paid by the said Peter Goad the receipt whereof is hereby acknowledged by these presents hath granted, bargained sold aliened enfeoffed released and Confirmed unto the said Peter Goad and his heirs forever the above described land intended to be conveyed together with all the houses and improvements ways waters woods and woodlands thereunto belonging or in any wise appertaining to the only use and behoof of the said Goad and his heirs forever, Which title I bind my self my heirs Executors and administrators forever to warrant and defend against all and every claimant and claimants lawfully claiming

In Witness whereof I do hereunto affix and set my hand and seal the day and date above written

Archibald McKie [Seal]
L.C. Heard Test
Robert McKie Test

This day Archibald McKie personally appeared before me and acknowledge the above deed of Convey ance

Wm Heard Judge of Probates for
Yazoo County the 22nd day of September 1837

Hinds Cty

Peter Goad &c Wife to Recvd for Record 11th & Recorded 16th July 1838

Deed

D. H. McCarty } This Indenture made and entered into on the first day of
June One Thousand eight hundred and Thirty Eight Between Peter Goad and
Mary Goad his wife of the first part and David H McCarty of the second
part all of the State of Mississippi and County of Madison Witnesseth that
the said Peter Goad and Mary Goad his wife for and in consideration
of the sum of four hundred and fifty dollars to them in hand paid the
receipt whereof is hereby acknowledged by the said Peter Goad and Mary
Goad his wife. Hath on this day and date above written bargained and
sold to the said David H. McCarty and by these presents do bargain and
sell unto the said David H. McCarty his Heirs Executors and Assigns the
Lot or parcel of land being and lying in the State and County aforesaid
and known and designated as the North half of the West half of the
South West quarter of Section Twenty seven of Township Eight of Range
Three West Choctaw District Containing forty acres together with the
appurtenances and hereditaments thereunto belonging or in any wise ap-
pertaining. To Have and to Hold to the said David H McCarty his heirs
and Assigns to the sole and only use and benefit and behoof of the
said David H McCarty his heirs and Assigns forever. And the said Peter
we the said Peter Goad and Mary Goad his wife will warrant and
defend unto the said McCarty against all Claims whatsoever.

In Witness whereof we have hereunto set our hands and
Seals this the day and date before written.

Peter Goad [Seal]
Mary Goad [Seal]

State of Mississippi }
Madison County } Personally appeared before me the undersigned an
acting Justice of the Peace in and for the above County the above named
Peter Goad who acknowledged that he signed sealed and delivered
the foregoing deed for the purposes therein expressed as his act and
deed. Also appeared at the same time Mary Goad who being examined
by me separate and apart from husband acknowledged that she
signed the foregoing deed without any fear threats or Compulsion for
the purposes therein expressed as her own voluntary act and deed
Signed sealed and delivered before me this 29th
day of June 1838 Wm Varnell J P

A. H. Herbert } Recvd for Record & Recorded July 16th 1838.
Recrs Attorney
Joseph Clark } Know all men by these presents that I Claiborne H Herbert
of the County of Madison and State of Mississippi have by these presents
nominated Constituted and appointed Mr Joseph Clark of the County
and State aforesaid my true and lawful Attorney for me and in
my name to make sign seal and deliver for me the requisite deed
of Mortgage and stock bond to the Directors of "The Real Estate

Banking Commissioners of Hinds County" and their successors as they should be subsequently elected or appointed for the tract of land upon which I now reside in Madison County and known as the Gary place near the Town of Vernon in the County of Madison and State aforesaid containing about four hundred and forty acres and appraised by the Commissioners of said Bank to thirty Dollars per acre, and to increase any stock as to the valuation of my interest in Bogue Chitto plantation may warrant and do and perform every act or thing necessary to complete said Mortgage and Stock Bonds. And in my absence from Mississippi to sign seal and deliver any forthcoming bond to the Sheriff of Madison County or his Deputy, and hereby authorize my said attorney to do all and every act or thing for me and in my name for the necessary taking Care of the property and interest that I may own or have in the State of Mississippi, hereby ratifying and confirming whatever my said attorney may lawfully do for me in the Premises.

Given under my hand and seal this 16th day of July 1838

L. C. Herbert [Seal]

The State of Mississippi } Personally appeared before me Will D. Hart
Madison County } an acting Justice of the Peace in and for said County L. C. Herbert who acknowledged that he signed sealed and delivered the foregoing Deed of Power as his act and deed for the purposes therein mentioned.

Given under my hand and seal this 16th day of July 1838

Will D. Hart J.P. [Seal]

VVV

Samd. M. Flournoy Shff. Received for Record 11th & Recorded July 17th 1838

Deed

Sullivan C. Tusher Esqr } State of Mississippi
} Madison County }

This Indenture made and entered into this 14th day of December in the year of our Lord Eighteen hundred and thirty seven between Samuel M. Flournoy Sheriff of Madison County State aforesaid of the first part, and Sullivan C. Tusher of the County and State aforesaid of the second part Witnesseth. That Whereas Lewis Dillons on the 5th day of May in the year of our Lord 1837 in the Circuit Court of Madison County aforesaid by the judgment of said Court recovered against Fletcher H. Herbert and John R. Herbert late partners trading under the name firm and style of F.H. & J.R. Herbert the sum of Ten hundred twenty three Dollars and ten cts besides his proper Costs of suit, and Whereas an execution (to wit) a fieri facias was issued by the Clerk of the Circuit Court aforesaid on the 10th day of July A.D. 1837 on said Judgement and delivered into the hands of the said Sheriff of Madison County to whom the same was directed - And Whereas also M.M. Chambers on the 25th day of April A.D. 1837 in the Circuit Court aforesaid by the judgment of said Court recovered against the said Fletcher H. & John R. Herbert and one Samuel B. Sheldon late partners trading under the name firm & style of S.B. Sheldon & Co the sum of Eighty nine dollars and Eighty eight 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 14th day of July A.D. 1837

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 levy the aforesaid Executions immediately thereafter on the following tract of land lying in the said County of Madison the property of the said Fletcher H. Herbert One of the partners aforesaid Viz: and designated as the East half of the North East quarter of Section No 22 in Township No 7 of Range No 2. East together with all improvements thereon And Whereas the said Sheriff did afterwards 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 in the Canton Herald a public Newspaper in the aforesaid County, for sale on the fourth Monday of October A.D. 1837 at the Court House Door in the Town of Canton, At which time and place the said Sheriff did proceed to offer the said tract of land for Sale to satisfy the aforesaid Executions. And the said Tillinghast L. Tupper bidding the sum of One hundred and thirty-dollars. Which bid being the highest that was or could be offered became the purchaser thereof. Now therefore in Consideration of the Sum of One hundred and thirty Dollars in hand paid by the said Tillinghast L. Tupper. the receipt whereof is hereby acknowledged, I the said Samuel M. Flournoy Sheriff as aforesaid by virtue of the powers in him for this purpose vested doth hereby bargain sell and convey unto the said Tillinghast L. Tupper, his heirs and assigns forever the aforesaid tract of land and all the improvements and appurtenances thereunto belonging. To Have and to Hold unto the said Tupper his heirs & assigns forever.

In Witness my hand and seal the day and year first above written

Witness Henry White,

S. M. Flournoy Sheriff &c

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the above named Samuel M. Flournoy Sheriff of Madison County aforesaid 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 17th day of July A.D. 1838

John T. Cameron Clerk

(2)

George A. Marsh } Mortgage
Bank of Hinds &c }

Received for Record & Recorded July 17th 1838
State of Mississippi

This Indenture, Made and entered into this second day of July in the year of our Lord One Thousand Eight hundred and thirty eight by and between George A Marsh of the County of Madison 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 George A. Marsh has become a Member of

the association, and a Stockholder in the Capital Stock of the "Real Estate Banking Company of Hinds County" to the number of one hundred and forty four shares of One hundred dollars each, making in the whole amount the sum of Fourteen Thousand four hundred Dollars, and the said George A. Marsh being an 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 thereby subscribed shall be secured, by Bond and Mortgage upon unincumbered Real Estate, executed by the party subscribing for said stock: and Whereas the said George A. Marsh having signed sealed and delivered to said President and Directors aforesaid the Bonds, 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 himself his heirs, Executors, administrators and assigns 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 George A. Marsh of the first part, as well for and in consideration of the premises aforesaid, as for the further consideration of One Dollar to the said George A. Marsh 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 Four hundred and Eighty acres, and more particularly known and described in the General Plan of the "Mount Salus Land District in the said State, "Viz: The South West quarter of Section Thirty One Township Eight Range Two East. The North West quarter of Section Thirty Six Township Eight Range One East, and the North East quarter of Section Thirty Six Township Eight Range One East, 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 George A. Marsh his heirs and assigns, To Have and to Hold the said described lot or parcels of land with the hereditaments and appurtenances, unto the said President and Directors, and their successors aforesaid, to the only proper use and behoof of the said President and Directors, and their successors in office as aforesaid forever. Provided Never the less of the said George A. Marsh his heirs, Executors and administrators

shall well and truly pay off discharge and satisfy the Bond aforesaid signed, sealed and delivered by the said George A Marsh 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 George A. Marsh: 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 thenceforth, 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 George A. Marsh his Heirs Executors, Administrators or assigns. this Indenture shall remain in full force and effect in Law and Equity. And the said George A Marsh 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 George A Marsh has hereunto signed his name and affixed his Seal the day and year first above Written

George A. Marsh [Seal]

State of Mississippi } Know all men by these presents that I Amanda M Marsh the
Hinds County } lawful wife of the within named Grantor George A Marsh
have by these presents joined Released and forever quit Claim to all and
singular any right of Dower Which I may have of in and to the within de-
scribed lands to the President and Directors of the Real Estate Banking Company
of Hinds County and their successors in office as they shall be subsequently ap-
pointed or elected from time to time from my said Heirs Executors, administ-
rators and assigns forever.

Given under my hand and Seal this 6 day of July
1838.

Amanda Marsh [Seal]

State of Mississippi }
Madison County } Personally appeared before the undersigned an acting
Justice of the Peace in and for the County & State aforesaid George A Marsh and
Amanda Marsh his wife known to me as the persons who signed the within
Deed of Mortgage, and upon examining separate and apart from her husband
she acknowledged that they signed sealed and delivered the foregoing Release of Dower
and they signed sealed and delivered the same as their acts and deeds, on
the day and year therein specified and for the purposes therein expressed
And the said Amanda Marsh wife of said George A Marsh being
by me examined separate and apart from her said husband acknow-
ledged that she signed sealed and delivered the foregoing Release of Dower to
the Within described Mortgaged premises freely & voluntarily without any fear or
threat or Compulsion of her said husband.

Given under my hand and Seal this 16th day of July 1838

Gideon Bass [Seal]
Justice of the Peace

VVV

Jas'd M. Flournoy Sh'ff's Deed Received for Record July 11th & Recorded July 17th 1838

State of Mississippi
Madison County

Articles of Agreement made and entered into this fifth day of July A.D. 1838 by and between Jas'd M. Flournoy Sheriff of Madison County, County of the first part, and John Munn of the County & State aforesaid of the second part, Witnesseth that Whereas Sullivan J. Sussex Administrator of Albert H. Leffingwell deceased. lately instituted suit against William Logan and Anderson Young in the Circuit Court of Attala County State aforesaid on two Notes for three hundred Dollars each made by the said Logan and Young in favor of said Leffingwell, and given for him in his lifetime for a certain Lot in the Town of Canton known as Lot No. D. containing 3¾ acres. purchased by said Logan and Young from the said Leffingwell, to which the said Leffingwell agreed to make titles whenever the aforesaid notes were paid, And Whereas also Judgement was rendered on the aforesaid notes in favor of said Sussex, Administrator as aforesaid in and by the said Circuit Court of Attala County of Attala County at the March Term thereof 1838, for the Sum of Four hundred Sixty 80/100 Dollars (which was the amount then due on said Notes after deducting the Credit thereon) and Costs of Suit, to wit on the 30th day of March 1838, And Whereas also on the 31st day of March 1838 a writ of fieri facias — Execution was issued by the Clerk of the aforesaid Court directed to the Sheriff of Madison County aforesaid on the Judgement rendered as aforesaid, which Execution came to the hands of the said Jas'd M. Flournoy Sheriff as aforesaid on the 23rd day of May 1838 and was levied the same day on the aforesaid Lot No. D. in the Town of Canton, containing 3¾ acres, as aforesaid, And Whereas also the said Lot No. D was regularly advertised to be Sold on Monday the second day of July 1838 at the Court House Door in the Town of Canton under the said Execution and to satisfy the aforesaid Judgement, in the Canton Herald a public Newspaper in the Town of Canton County of Madison aforesaid for more than thirty days previous to the day of Sale as aforesaid, at which time and place the said Lot was regularly offered for Sale and all improvements thereon at Public Auction to the highest bidder for Cash, according to the advertisement aforesaid, When the said John Munn bid the Sum of Twelve hundred Dollars therefor which was More Than any other person did or would bid for said Lot, — Now Therefore in Consideration of the Premises & of the Sum of Twelve hundred dollars the receipt whereof is hereby acknowledged, he the said Jas'd M. Flournoy Sheriff as aforesaid doth hereby bargain Sell and Convey unto the said John Munn his heirs and assigns forever the aforesaid lot in the Town of Canton known as Lot No. D, containing three three fourths acres, and all improvements and hereditaments thereunto belonging To Have & to Hold the aforegranted premises unto the said John Munn his heirs and assigns forever,

As Witness my hand and seal the day and year first above written

Jas'd M. Flournoy Sh'ff [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 Jas'd M.

Flournoy Sheriff of the County and State aforesaid 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 11th Day of July A.D. 1838

John T. Cameron Clerk

vv

John Munn } Received for Record 11th & Recorded July 17th 1838
to } Know all Men by these Presents that I John Munn of the
T. C. Tupper } County of Madison and State of Mississippi for and in Consideration of
Deed } the Sum of Six hundred Dollars to me in hand paid by Tolliver C. Tupper
of the County and State aforesaid the receipt whereof I hereby acknowledge
have granted bargained Sold and delivered and by these presents do
grant bargain and deliver unto him the said Tupper one undivided
half of a Certain lot of Ground in the Town of Canton Known as Lot ID
Containing 3 3/4 acres and all improvements thereon. hereby granting
to the said Tupper the same title to the aforesaid undivided half of said
lot which is vested in me by a deed from Samuel M. Flournoy Sheriff
of Madison County bearing even date with these presents, to have & to
Hold the aforegranted premises unto the said Tupper his heirs and
assigns forever.

In Witness My hand and Seal this 5th day of July 1838.

John Munn 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 John Munn
who acknowledged that he Signed Sealed and delivered the foregoing deed
on the day and year therein named as his act and deed for the purposes
therein Specified.

Seal

Given under my hand and Seal of Office at Canton
this 11th Day of July A.D. 1838

John T. Cameron Clerk

vvv

Stewart McRaven } Received for Record 13th & Recorded 17th July 1838
Deed } The State of Mississippi }
Thomas H. Christmas } Hinds County } Know all men by these presents
that we Stewart McRaven and Frances McRaven his wife of the County
and State aforesaid in Consideration of the Sum of One Dollar to us in
hand paid by Thomas H Christmas of Madison County in the State
aforesaid. have granted bargained Sold and released. and by these
presents do grant, bargain Sell and release unto the said Thomas H.
Christmas One fourth of an acre it being the N.W. of the South East
quarter of said acre. lying and being within the incorporated limits
of the Town of Canton in the State aforesaid. It being the South part of
an acre Corner'd by a Stone and wife to Stewart McRaven of Hinds

County by Deed made by said Stone and wife to said McRaven bearing date the 24th December 1836 and bounded on the East by the Street running on the North side of the Public Square together with all and singular the rights, Members, Hereditaments and appurtenances to the said premises belonging or in any wise appertaining, or therewith To Have and to Hold all and singular the premises before mentioned unto the said Thomas H. Christmas his heirs and assigns forever. And we do hereby bind our selves our heirs. Executors and administrators, to warrant and forever defend all and singular the said premises unto the said Thomas H. Christmas his heirs and assigns against our selves and our heirs. and against and against every person whomsoever lawfully claiming or to claim the same or any part thereof

Witness our hands and seals this 23rd day of June in the year of our Lord 1838.

S. McRaven [Seal]
Frances McRaven [Seal]

The State of Mississippi
Hinds County ss Personally appeared before me Henry G. Johnston Judge of Probates for said County the above named Edward 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 Frances McRaven wife of the above named Edward McRaven, who having been examined privately and apart by me from her said 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 husband

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

Henry G. Johnston [Seal]

Understood before signed in the fifth line from the top on the word "us", above the thirteenth line from the top the words "N½ of the".

William H. Bole [Seal]
Eliza Bole [Seal]

Received for Record 17th & Recorded 18th July 1838

State of Mississippi
Madison County ss

Rufus K. Dinkins [Seal]

This Indenture Made and entered into this twentieth day of June 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 aforesaid of the one part and Rufus K. Dinkins 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 Fifteen Thousand Dollars to them in hand paid the receipt whereof is this day acknowledged, have 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, and County and State aforesaid and known and

designated in the plan of said Town as Lot No 4 in Square 8. Also the South half of Lot No 3 in Square 8. said Lot No 4 and South half of Lot No 3 extending One hundred and fifty feet on Liberty Street, fronting on the Public Square and running two Hundred feet back) Also the following portion of Lot No 3 and Square 8 to Wit Commencing at the South East Corner of Lot No 4 Square 8 and running East One hundred feet, fronting on Peace Street. thence North One hundred and fifty feet thence West One hundred feet, thence joining by a direct line to the South East Corner of Lot No 4 in Square 8, Also the following portion of Lot No 6. to Wit in in Square 8. Commencing at the South East Corner of Lot No 5 and running East One hundred feet on Peace Street, thence North One hundred and Ninety feet thence West One hundred feet and joining by a direct line the the South East Corner of Lot No 5 in Square 8 together with all and singular the tenements, Hereditaments and appurtenances thereunto belonging or in any wise appertaining. To Have and Hold the above described parcels or lots of ground with all their appurtenances unto the said Rufus K. Dunkins his heirs and assigns forever, and the said William H Bole and his wife Eliza for themselves, their heirs. Executors, administrators and assigns do Covenant, promise, grant and agree to and with the said Rufus K. Dunkins his heirs. and assigns by these presents that the said William H Bole & Eliza his wife and their heirs the said above mentioned lots or parcels of ground with the appurtenances unto the said Rufus K. Dunkins 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 other 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 seals the day and year first above Written

Wm H. Bole [Seal]
Eliza Bole [Seal]

The State of Mississippi
Adams County } Personally appeared before me John M. Thompson Clerk of the Probate Court of said County William H Bole and Eliza Bole his wife who acknowledged that they signed sealed and delivered the within deed as their act and deed for the uses and purposes therein specified. And the said Eliza Bole being Examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the same in full relinquishment of her right of Dower freely without any fear threats or Compulsion of her said husband.

Given under my hand and Seal of Office at Rosedale this 26th Day of June A.D. 1838

[Seal]

J. M. Thompson Clk

Samd. M. Flournoy Shff's Received for Record 17th & Recorded 18th July 1838

Sued
William F. Walker } This Indenture made this twenty seventh day of June in the year of our Lord One thousand Eight hundred and thirty eight between Samuel M. Flournoy Sheriff of Madison County, in the State of Mississippi of the one part, and William F. Walker of the same County & State of the other part. Witnesseth, Whereas on the second day of January in the year of our Lord Eighteen hundred and thirty eight a certain writ of the State of Mississippi of Fieri Facias did issue forth out of Madison County Circuit Court to the Sheriff of said County directed recieving that Whereas John F. Potter and Andrew A. Lynch late partners under the style of Potter & Lynch for the use of John F. Potter lately by ... judgement of said Court recovered against Richard C. Moore the sum of Ninety one Dollars Eighty seven & half Cents, including damages & Costs, And Whereas the Sheriff of Madison County had levied upon certain Property of the said defendant, in obedience to an Execution issued upon said judgement and taken a forthcoming bond for the delivery of said Property at the appointed time therein appointed with Jefferson Hughes & Gabriel Irvine Securities, and Whereas the Sheriff of Madison County had returned to the Clerks office of said Court the said Bond and the same was forfeited, which had the force & effect of a judgement according to the Statute in such case made and provided. The said Sheriff was therefore commanded that of the goods & Chattels, Lands & tenements of the said Defendants Moore, Hughes & Irvine he should cause to be made the sum of Ninety one Dollars Eighty seven and a half Cents with interest on Seventy five Dollars and Seventy five Cents part thereof, from the twenty fifth day of April Eighteen hundred and thirty seven until paid: Also the further sum of Five Dollars Fifteen Cents Clerks & Sheriffs fees for further in that behalf expended, and that he should have the said Sums of Money before the Judge of said Court, at the Court House of Madison County on the fourth Monday of April then next to render to the said Potter & Lynch for the use aforesaid, in satisfaction of the said judgement damages & Costs: and that the said Sheriff should have then and there that writ; And whereas also the said Writ came to the hands of the said Sheriff on the twenty third day of January in the year of our Lord Eighteen hundred and thirty eight, And in pursuance of the Command therein contained the said Sheriff on the seventeenth day of March in the year last aforesaid, levied the same upon the following lots or parcels of land, lying & being situate in the Town of Madisonville in the County aforesaid, designated & described upon the Map of said Town as Lot No Ninety One Lot Number Ninety two & Lot number One hundred and three, also Lots Number Seventy Six & Lot number Seventy in Square Three, And Whereas after due and legal notice being given of the same, the said Sheriff did on the Thirtieth day of April in the year last aforesaid, at the Court House in the Town of Canton in the County aforesaid, between the hours of Eleven O'Clock A.M. & four O'Clock P.M. of said day sell the said last part of a tract or parcel of land, to as aforesaid taken in Execution on said writ at Public Sale to the

highest bidder for Cash, and the term before named William H. Walker became the highest bidding purchaser of the said tracts. parcels or lots of land as above described for the Sum of Four hundred Dollars, Current Money, and hath since paid the said purchase Money to the said Sheriff. All which said several Matters, by reference to the Records of a Circuit Court of the County aforesaid and to the Original Execution, Return aforesaid, returnable to the said Term Eighteen hundred and thirty Eight of said Court, will more fully and at large appear, And Whereas the said William H. Walker is now desirous of obtaining a title to said tracts, parcels or lots of land in consequence of the premises: Now this Indenture Witnesseth: That for and in Consideration of the Premises, and of the Sum of four Dollars to the said Samuel M. Flournoy, Sheriff as aforesaid in hand paid before the sealing & delivery of these presents. The said Samuel M. Flournoy Sheriff as aforesaid hath granted bargained & sold and by these presents doth grant bargain & sell unto the said William H. Walker his heirs & assigns the said tracts or part of a tract. parcels or lots of land above described & as aforesaid taken in Execution at the suit of Fieri Facias aforesaid. with the appurtenances thereunto belonging. To Have & to Hold the said tracts or part of a tract parcel or lots of land, with the appurtenances, unto the said William H. Walker his heirs & assigns forever. to his & their only proper use benefit and behoof. In Witness Whereof the said Samuel M. Flournoy Sheriff as aforesaid hath hereunto set his hand and affixed his seal the day and year first herein before written.

Signed sealed & delivered in presence of
Henry Garrett

S. M. Flournoy Sheriff Seal

The State of Mississippi
Madison County } Personally appeared before me the Subscriber a Justice of the peace in & for Madison County aforesaid the above named Samuel M. Flournoy Sheriff of said County. who acknowledged that he signed sealed & 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 seventh day of June Anno Domini 1838

Henry Garrett Seal

Sam'l M. Flournoy Sheriff } Received for Record 17th & Recorded 18th July 1838

Deed

William H. Walker } This Indenture Made this Seventh day of June in the year of our Lord Eighteen hundred and thirty eight. between Samuel M. Flournoy, Sheriff of Madison County in the State of Mississippi of the one part and William H. Walker of the same County & State of the other part, Witnesseth whereas on the second day of January in the year aforesaid, a certain writ of the State of Mississippi of Fieri Facias did issue forth out of the Circuit Court of the County aforesaid to the Sheriff of the County aforesaid directed reciting that Whereas Thomas D Barrow and James D Taylor Merchants trading under the firm of T. D. Barrow & Co assignees of John W Ray. lately by the Judgment of said Court recovered against John Wheeler the sum of Two hundred and seventy

three dollars eighty two Cents and one half a Cent, including damages & Costs, and Whereas the Sheriff of said County had levied upon certain property of the said defendant, in obedience to an execution issued upon said judgment, and taken a forth coming bond for the delivery of said Property at the place and time therein appointed to the said David F. Wheeler Surety, and Whereas the Sheriff of said County hath returned to the Clerks office of said Court, the said Bond and the same as forfeited, whereby the force & effect of a judgment, according to the Statute in such case made & provided, the said Sheriff was therefore commanded that of the goods and Chattles Lands and tenements of the said John Wheeler & David F. Wheeler he should cause to be made the Sum of Two hundred and seventy three dollars, eighty two Cents & one half of a Cent, with interest on Two hundred and fifty seven dollars and seventy Cents part thereof from the twenty fifth day of April Eighteen hundred and thirty seven until paid; also the further sum of six dollars & ninety three Cents, Clerks & Sheriffs fees further in that behalf expended, and that he should have the said Sums of Money before the judge of said Court, at the Court House of said County on the fourth Monday of April then next, to render to the said J. D. Barrow for the use aforesaid of the said judgment, damages & Costs, and that he should have there & then that writ, And Whereas also the said Writ came to the hands of the said Sheriff on the twenty third day of January in the year of our Lord Eighteen hundred and thirty eight, and in pursuance of the Command therein contained, the said Sheriff on the ninth day of April last aforesaid, levied the same upon the following lots or parcels of ground lying & being situate in the Town of Madisonville in the County and State aforesaid, designated and described on the Map of said Town as Lot No. Two hundred fifty six containing Twenty acres, and ninety five hundredths of an acre more or less: And also Lot No. Two hundred and fifty seven containing four acres and Eighty hundredths of an acre, more or less. And Whereas after due and legal notice being given of the same the said Sheriff did on the twenty third day of May in the year last aforesaid between the hours of Eleven O'Clock A.M. and four O'clock P.M. Expose the said lots or parcels of land so as aforesaid taken in execution on said Writ to Public Sale, to the highest bidder for Cash, and the therein before named William F. Walker became the highest bidder and purchaser of the said Lots or parcels of land above described for the Sum of Two hundred and fifty dollars Current Money and hath since paid the said purchase Money to the said Sheriff, all which said several Matters by reference to the Records of the Circuit Court aforesaid, and to the original Execution returnable to April Term Eighteen hundred and thirty eight of said Court, will more fully and at large appear, And Whereas the said William F. Walker is now desirous of obtaining a title to said lots or parcels of land in consequence of the premises, Now this Indenture Witnesseth, that for and in consideration of the Premises and of the Sum of five dollars, to the said Samuel M. Flournoy Sheriff as aforesaid in hand paid, before the sealing and delivery of these presents, the said Samuel M. Flournoy Sheriff as aforesaid hath granted bargained and sold

and by these presents do fit grant bargain and sell unto the said William F. Walker, his heirs and assigns the said lots or parcels of land to as aforesaid taken in execution on the writ of fieri facias aforesaid with the appurtenances thereunto belonging. To Have and to Hold the said lots or parcels of land with the appurtenances thereunto belonging unto the said William F. Walker, his heirs and assigns forever.

In testimony Whereof the said Samuel M. Flournoy Sheriff as aforesaid, hath hereunto set his hand and affixed his seal the day and year first herein above written.

Signed Sealed and delivered in presence of
Henry Garrett

S. M. Flournoy Sheriff Seal

The State of Mississippi Personally appeared before me the subscriber a justice Madison County pt 3 of the Peace in & for Madison County aforesaid the above named Samuel M. Flournoy Sheriff of said County, 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 twenty seventh day of June Anno Domini 1838

rvl

Henry Garrett Justice Seal

Saml M. Flournoy Sheriff } Recorded for Record July 17th & Recorded 18th July 1838
Ded
William F. Walker }

This Indenture made this twenty seventh day of June in the year of our Lord Eighteen hundred and thirty eight, by & between Samuel M. Flournoy Sheriff of Madison County in the State of Mississippi of the one part, and William F. Walker of the same County & State of the other part, Witnesseth. Whereas on the twelfth day of January in the year aforesaid a certain writ of the State of Mississippi of fieri facias, did issue forth out of Madison County Circuit Court to the Sheriff of said County directed & citing that Whereas the President Directors & Company of the Commercial and Rail Road Bank of Vicksburg lately by the judgement of said Court recovered against Ira Fisher the sum of Five hundred and eleven dollars fifty one Cents and three fourths of a Cent, including damages and Costs, and Whereas the Sheriff of Madison County had levied upon certain property of the said defendant, in obedience to an execution issued upon said judgement, and taken a forthcoming Bond for the delivery of said property, at the place and time therein appointed, with Thomas S. Hart Security, and Whereas the said Sheriff had returned to the Clerks office of said Court, the said Bond and the same was forfeited, which had the force and effect of a Judgement according to the statute in such case made & Provided, the said Sheriff was therefore commanded that of the goods & Chattels, lands and tenements of the said Ira Fisher & Thomas S. Hart he should cause to be made the aforesaid sum of five hundred and eleven dollars fifty one Cent, and three fourths of a Cent, with interest at the rate of eight per Cent per annum on four hundred and ninety one dollars thirty three Cents part thereof from the twenty fifth day of April Eighteen hundred and thirty seven until paid, also the

for the sum of eight dollars sixty eight cents. Clerks & Sheriffs fees for the in that behalf expended, and that the said Sheriff should have said sum of Money before the Judge of said Court, at the Court House of said County, on the fourth Monday of April then next to render to the said President Directors and Company in discharge of the said judgement damages & Costs, and that he should have this writ & there what in the premises Whereas also the said Writ came to the hands of the said Sheriff on the twenty fifth day of January in the year of our Lord Eighteen hundred and thirty eight, in pursuance of the Command therein contained the said Sheriff, on the twelfth day of February in the year last aforesaid, levied the same upon the following tract, parcel of a tract or parcel of land lying & being situate in the County aforesaid known and described as follows to wit, the N.E. quarter of Section 29, Township Eight, Range Two West, and the North half of the East half of the South East quarter of Section thirty, Township Eight Range two West, containing two hundred acres more or less, with the appurtenances and after having given due and legal notice, by advertisement set up at the door of the Court House in said County, and at three other Public places in said County and in the vicinage of said property and also in the Canton Herald a public Gazette published in said County of the time place manner and Terms of sale, the said Sheriff did on the second day of April in the year last aforesaid between the hours of Eleven Oclock A.M. and four Oclock P.M expose the said tract or parcel of land so as aforesaid taken in execution and said writ, to Public Sale to the highest bidder for cash, and the herein before named William F. Walker became the highest bidder and purchaser of said tract or parcel of land with the appurtenances for the price & sum of One Thousand Dollars, and he the said paid the said purchase Money to the said Sheriff, all which said several matters by reference to the Records of the Circuit Court of said County and to the aforesaid writ of Execution, returnable to April Term Eighteen hundred and thirty eight of said Court, will more fully and at large appear, And Whereas the said William F. Walker is now desirous of obtaining a title to said Property in consequence of the premises. Now this Indenture Witnesseth that for and in consideration of the premises, and of the sum of five dollars to the said named M. Hennessy Sheriff as aforesaid in hand paid before the sealing & delivery of these presents the said named M. Hennessy, Sheriff as aforesaid hath granted, bargained & sold and by these Presents doth grant, bargain & sell unto the said William F. Walker his heirs and assigns the said tract or parcel of land & hereby described & as aforesaid taken in Execution on the writ of fieri facias aforesaid, with the appurtenances thereunto belonging. To Have & to Hold the said tract or parcel of land with the appurtenances unto the said William F. Walker, his heirs and assigns forever, to his & their only proper use benefit and behoof forever. In testimony Whereof the said Samuel M. Hennessy Sheriff as aforesaid hath hereunto set his hand & affixed his seal the day and year first herein before written

Signed Sealed & delivered in presence of
Henry Garrett

S. M. Hennessy Sheriff [Seal]

The State of Mississippi } Personally appeared before me the Subscriber a
Madison County ss. } Justice of the Peace in & for Madison County aforesaid
the above named Jemmd McGlamory Sheriff of said County who acknow-
-ledged that he signed Sealed and delivered the foregoing deed on the day
and year therein Mentioned as his act & deed.

Given under my hand & seal this 27th day of June Anno
Domini 1838

Henry Garrett Seal

Vernal Lowery } Received for Record 17th & Recorded 19th Oct 1838
to
Asa Fletcher } This Indenture made the thirty first day of March in the
year of our Lord One Thousand Eight Hundred and thirty two Between Vernal
Lowery and Prudence Lowery of the County of Madison & State of Mississippi of the
One part & Asa Fletcher of the County & State aforesaid of the other part
Witnesseth that the said Vernall Lowery & Prudence Lowery for and in con-
-sideration of One hundred and twenty-five Dollars to them in hand paid by the said
Asa Fletcher at or before the sealing of these presents, the receipt whereof is
hereby acknowledged, and the said Vernall Lowery and Prudence Lowery their
Heirs Executors and administrators forever released and discharged therefrom
by these presents hath granted, bargained, sold, Conveyed & Confirmed, and by
these presents do grant, bargain sell Convey & Confirm unto the said Asa
Fletcher his heirs and assigns forever all that tract or parcel of Land known
and distinguished as the East half of the North West quarter of Section No
thirty Six, Township Eight of Range two East, in the Choctaw District and
State of Mississippi Containing Twenty Six acres & Eighty One Parts. And the
said Vernal Lowery & Prudence Lowery for their heirs and Administrators doth
covenant grant and agree to and with the said Asa Fletcher and his heirs and
assigns that they the said Vernal Lowery & Prudence Lowery and their heirs the
above described and granted premises and every part thereof with the appurten-
-ances unto the said Asa Fletcher and his heirs and assigns against the said
Vernal Lowery & Prudence Lowery and against all persons whomsoever lawfully
or Equitably Claiming or to Claim said land or any part thereof shall and
will warrant and by these presents forever defend

In Witness whereof the said Vernal Lowery & Prudence Lowery hath
hereunto set their hands and seal this thirty first day of March 1832

William L. Baker
Jacob Herod
Charles Moore

Vernal Lowery Seal
Prudence + Lowery Seal

State of Mississippi } Personally appeared before me an acting Justice of
Madison County } the Peace in and for ..... the said Vernal
Lowery who acknowledged that he signed Sealed and delivered the
foregoing Deed for the Purposes there Mentioned. 31st March 1832

Charles Moore J. P. Seal

State of Mississippi } Personally appeared before me an acting Justice of the
Madison County } Peace in and for the said County, Prudence Lowery who

acknowledged that he signed sealed and delivered the foregoing deed for the purposes therein mentioned 31st March 1832,

Before me Charles Moore J.P. Seal

vvv

William A. Ross } Received for Record 18th & Recorded 19th July 1838
Deed
George A Ross } This Indenture made and entered into this thirty first day of March in the year of our Lord One Thousand eight hundred and thirty eight Between William A. Ross and Mary Ann Ross his wife of the County of Attala and State of Mississippi of the first part and George A. Ross of the County of Madison and State aforesaid of the second part, Witnesseth. That for and in Consideration of the sum of Nine Thousand Dollars to me in hand paid by the said party of the second part. The Receipt Whereof is hereby acknowledged, have granted bargained and sold and by these Presents do grant bargain and sell unto the said party of the second part his heirs and assigns all the following described land lying and being in the County of Madison and State aforesaid and to wit known and designated as the East half of the South West quarter of Section No Thirty five. Township No Nine of Range 3 East, the East half of the N W quarter of Section No Thirty four, the East half of the quarter of Section No Thirty four, the South half of the West half of the South West quarter of Section No 35, also the N half of the West half of South W. quarter of Section No thirty five all in Township No Nine of Range No three East, Containing Three hundred and twenty acres of land be the same more or less. to Have and to Hold the aforesaid tracts or Parcels of land together with all and singular the rights Profits, tenements Hereditaments and appurtenances thereunto belonging or in any wise appertaining to the only proper use benefit and behoof of him the said party of the second part his heirs and assigns forever, And the said parties of the first part, doth hereby Covenant and agree to and with the said party of the second part, that they will warrant and defend the said Parcels or tracts of land to the said Party of the second part his heirs and assigns forever. against the Claim of him the said party of the first part or any other person or persons Whom soever. ——— In testimony Whereof the said parties of the first part has hereunto subscribed their names and affixed their seals on the day and year therein Written.

William A. Ross Seal
Mary Ann Ross Seal

The State of Mississippi
Attala County } Personally appeared before me Sobert M. Thompson Clerk of the Probate Court of said County the above named William A Ross and Mary Ann Ross, wife who acknowledged that they signed sealed and delivered the foregoing Deed as their acts and deeds for the uses and purposes therein specified, And the said Mary Ann Ross being by me Examined acknowledged that she signed sealed and delivered the same in full relinquishment of her right of Dower freely Without any fear threat or Compulsion of her said Husband

Given under my hand and seal of Office at Noscinsko
this 31st Day of March A.D. 1838.

Seal

D. M. Thompson Clk

B. M. M Minter } Received for Record July 19th & Recorded 20th July 1838
Deed
Asa Coleman }

This Indenture Made this 24th day of March in the year of our Lord One thousand Eight hundred and thirty eight Between Birdsong M. M. Minter and Nancy M. Minter his wife of the County of Madison and State of Mississippi of the One part and Asa Coleman of the County and State aforesaid of the other part Witnesseth that for and in Consideration of the sum of Eight Thousand Eight hundred and fifty five Dollars fifty cts Lawful Money of the United States to us in hand paid by the said Coleman. the receipt whereof is hereby acknowledged and the said Coleman and his heirs and assigns forever Released and discharged therefrom, by these presents, And further more Seven hundred and thirty three Dollars and thirty two Cents secured to be paid by the aforesaid Asa Coleman, have bargained sold Conveyed and Confirmed unto the said Asa Coleman and his heirs and assigns forever, the following tracts or parcels of land known and described in the Office of the Register of Public Lands at Mount Salus As the West half of the North West quarter, and West half of the South West quarter of Section No 35, And the North East quarter, And the East half of the North West quarter and South East quarter and South West quarter of Section No 34 in Township No Two and Range No Five East, And the North half of the West half of the North West quarter of Section No Two in Township No Three and Range No 3 East. Containing in all Seven hundred and fifty acres more or less. with the appurtenances, To Have and to Hold the above Mentioned and described land and Premises unto the said Asa Coleman and his heirs and assigns forever, And the said B.M.M. Minter and Nancy M. Minter for themselves their heirs. Executors, Administrators and assigns do by these Presents Covenant and agree to and with the said Asa Coleman and his heirs and assigns. that they have good right. full Power and Lawful authority to sell and Convey the aforesaid land and premises, And the aforesaid land and Premises against them their heirs Executors, Administrators and assigns — every Person lawfully Claiming or to Claim the Same. by through or under them or either of them, and against every other Person Whomsoever will warrant and by these Presents forever defend

In witness where of they have hereunto set their hands and affixed their seals the day and date first above Written

The above Deed was acknowledged after the manner and in terms above

B.M.M. Minter Seal
Nancy M. Minter Seal

James M. Baker J.P.

acknowledge before me an acting Justice of the of the County of Madison and State aforesaid date and year as above written

James M Baker J.P.

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 Nancy Maria Minter

the wife of B. W. M. Minter and after a Private examination Separate and a-part from her husband the said B. W. M. Minter and acknowledged that she Signed Sealed and delivered the within Indenture to be her Voluntary act and deed. Also relinquishes all her Dower, rights, title and Claim to the within named Premises without fear threat, reward, or Compulsion of her husband the said B. W. M. Minter

Given under My hand and Seal the 24th Day of March and in the year of our Lord One thousand Eight hundred and Thirty Eight

James M. Baker J. P.

vvv

Charles Hickerson } Received for Record 21st } Recorded 27th July 1838
Reid } This 10th June Eighteen hundred and Thirty Eight.
Wm P. Anderson }

This Indenture Made between Charles Hickerson of the County of Madison in the State of Mississippi of the One part and W. P. Anderson of the other part Witnesseth that the said Charles Hickerson for and in Consideration of the Sum of Eight Thousand Dollars to him in hand paid by the said W. P. Anderson at and before the Sealing and delivering hereof the receipt whereof they do hereby acknowledge and therefrom acquit and forever discharge the said W. P. Anderson his heirs Executors Administrators by these presents have granted sold and Conveyed and by these presents do grant bargain sell and Convey unto the said W. P. Anderson and to his heirs & assigns forever, all of the following tract or parcel of land lying and being in the State of Mississippi and the County of Madison and known and designated in the plat of Survey of lands in the Choctaw District of said State as being the West half of the South East quarter of Section Thirteen Township Two N. three East, the North half of the East half of the South East quarter, and the South half of the West half of the South East quarter. The East half of the North East quarter Excepting ten acres of the North West Corner of Section Thirteen Township Two N. three East, and the South half of the West half of the North West quarter of Section Thirteen Township — — N. four East, Containing two hundred and Seventy Acres. together with all the Singulars the appurtenances thereunto belonging or in any wise appertaining and also the Estate right, title, interest, property, Claim and demand whatsoever of the said Charles Hickerson in Law or Equity or otherwise Whatsoever 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 W. P. Anderson his heirs and assigns forever in fee Simple to the only proper use and behoof of the said W. P. Anderson his heirs and assigns forever, And the said Charles Hickerson for himself his heirs Executors, and Administrators do Covenant, promise grant and agree to and with the said W. P. Anderson his heirs and assigns by these presents that him the said Charles Hickerson his heirs the same above mentioned and described land and premises thereby granted with the appurtenances unto the said W. P. Anderson