Deed Record "F" pg 1-330

Bullitt Shipp Et Al } Received for Record 1st & Recorded 2nd October 1838
Deed
William P. Perkins } Whereas William Bullitt in his lifetime, William Shipp in his lifetime, William Ferriday and Henry L. Bennett, held in fee simple, among other real Estate the premises hereinafter described and Conveyed: The same being held under a certain agreement entered into between them and William Gantly, on the fourth day of March A.D. 1833. and Recorded in Book A. page 728, of the Records of Deeds in the Clerks office of Madison County State of Mississippi, and also in Book R. page 119. of the Records of Deeds in the Clerks office of Adams County, State of Mississippi: The said William Gantly having sold and Conveyed all his interest in all lands, under said agreement, to the said William Bullitt, William Shipp, William Ferriday and Henry L. Bennett: And Whereas the said William Shipp departed this life leaving his last will and testament, whereby his Executors, David Hunt, Thomas Henderson and Aylette Buckner, were and are authorized to sell and convey his real Estate, as contained in said last will; And Whereas the said William Bullitt died intestate, leaving his widow Octavia Bullitt, and his children and heirs: Mary Bullitt who intermarried with James Jones, Agnes Bullitt who intermarried with Theodore H. McCaleb, and Octavia P. Bullitt, Irene A. Bullitt, William Bullitt, and Emma Bullitt; And whereas the four last named children and heirs of William Bullitt deceased being Minors, Samuel Davis was duly appointed Guardian of the persons and Estates of said Minors by the Probate Court of Adams County and State aforesaid, and was also duly authorized by said Probate Court of Adams County at the same Term thereof A.D. 1836. to sell and convey the Real Estate of said Minors situated in the Counties of Madison, Holmes, Yazoo, Carroll and Attala, in the State aforesaid, upon a Credit mentioned in said order of said Court, Now This Indenture, Made and Executed this First day of March A.D. Eighteen hundred and thirty seven, Witnesseth, That the said William Ferriday and Helen C. Ferriday his wife, Henry L. Bennett and Matilda J. Bennett his wife, James Jones and Mary Jones his wife, Theodore H. McCaleb and Agnes McCaleb his wife, Octavia Bullitt, Widow aforesaid:- And David Hunt, Thomas Henderson and Aylette Buckner Executors of the last will and testament of William Shipp deceased as aforesaid, and Samuel Davis Guardian of Octavia P. Bullitt, Irene A. Bullitt, William Bullitt, and Emma Bullitt as aforesaid, for and in Consideration of the sum of Fifteen Thousand four hundred and forty four Dollars to them in hand paid by William P. Perkins the Receipt of which is hereby acknowledged, and before the sealing 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 P. Perkins his heirs and assigns forever, all that certain piece, parcel and tract of land, situate, lying, and being in the County of Madison and State of Mississippi: and bounded and described as follows, The West half of the South West quarter, and East half of the South East quarter of Section No twenty five, The South East quarter of Section Twenty six, The North East quarter and East half of the South East quarter of Section No Thirty five- | The West half of the North West quarter, and West half of the South West quarter, And the East half of the North West quarter, West East half, of the South West quarter, And West half of the South East quarter of Section No Thirty six All of Township No Ten, of Range No two East, And also the West half of the South West quarter of Section No Thirty, The West half of the North West quarter, and East half of the North West quarter of Section No Thirty one of Township No Ten, of Range No Three East, And also the West half of the North West quarter of Section No Two, of Township No Nine, of Range No Two East, Containing in all One Thousand Two hundred and Eighty Seven 100 acres be the same more or less, Together with all and singular the advantages, hereditaments, privileges and

the above described and herein Conveyed Premises, belonging or in any wise appertaining: To Have and to Hold said Premises with the appurtenances unto the said William P. Perkins his heirs and assigns forever. And the said William Ferriday Henry L. Bennett, James Jones, and Theodore H. McCaleb for themselves, their heirs Executors and Administrators, do Covenant and agree with the said William P. Perkins his heirs and assigns that they the said William Ferriday, Henry L. Bennett, James Jones and Theodore H. McCaleb, their heirs, Executors and Administrators, will warrant and defend the above described and hereby Conveyed premises with the appurtenances unto the said William P. Perkins 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, And the said David Hunt, Thomas Henderson, and Aylette Buckner Executors as aforesaid, do Covenant and agree with the said William P. Perkins his heirs and assigns, that they the said David Hunt, Thomas Henderson and Aylette Buckner as Executors aforesaid, have full authority and power, by the last will and testament of said William Shipp to sell and Convey the undivided interest, right and part of the above and hereby Conveyed premises, which the said William Shipp died seized of either in law or Equity. And the said Samuel Davis, Guardian of Octavia P. Bullitt, Irene S. Bullitt, William Bullitt and Emma Bullitt aforesaid doth Covenant and agree with said William P. Perkins his heirs and assigns, that he the said Samuel Davis Guardian as aforesaid, by virtue of the Order of the Probate Court of Adams County, passed at the June Term thereof A.D. 1836. aforesaid, hath full power and lawful authority to sell and Convey all the undivided part, and right, title and interest, either in law or Equity of said Minors Octavia P. Irene, William and Emma Bullitt, of in and to the above described and hereby Conveyed Premises

In Witness of all which, the said William Ferriday and Helen C. Ferriday his wife, Henry L. Bennett and Matilda A. Bennett his wife, James Jones and Mary Jones his wife, Theodore H. McCaleb and Agnes his wife, Octavia Bullitt, and David Hunt, Thomas Henderson, and Aylette Buckner Executors of William Shipp: And Samuel Davis Guardian of Octavia P. Bullitt, Irene S. Bullitt, William Bullitt, and Emma Bullitt have hereunto set their hands and affixed their seals this first day of March A.D. Eighteen hundred and thirty seven

State of Louisiana } District Court of the United States for the
City of New Orleans } Eastern District of the State of Louisiana

Personally appeared Henry Lisle Bennett Matilda Ann Bennett James Jones, Mary Jones and Octavia A. Bullitt this day before me Samuel H. Harper Judge of the District Court in and for the Eastern District of Louisiana, the above named Henry Lisle Bennett, Matilda Ann Bennett, James Jones, Mary Jones and Octavia A. Bullitt residing in the City of New Orleans who acknowledged that they signed sealed and delivered the foregoing deed of sale on the day and year therein mentioned to William P. Perkins of One thousand two hundred and Eighty seven 100/100 acres of land situate lying and being in the County of Madison in the State of Mississippi for all the purposes therein mentioned.

William Ferriday } Seal
Helen C. Ferriday } Seal
Henry L. Bennett } Seal
Matilda A. Bennett } Seal
James Jones } Seal
Mary E. Jones } Seal
Theodore H. McCaleb Agnes McCaleb } Seal
By their attorney William Gorthy } Seal
Octavia A. Bullitt } Seal
David Hunt } Seal
Thos Henderson Exr } Seal
Aylette Buckner Exr } Seal
Samuel Davis Guardian } Seal

In testimony whereof I have hereunto set my hand and Caused the seal of the District Court of the United States for the District of Louisiana to be affixed hereto this tenth day of March in the year One thousand Eight hundred and thirty seven

The words "in and for the Eastern District" interlined before signing

Sam H. Harper

The State of Mississippi } Before me Ralph North, Clerk of the Probate Court of the County and
Adams County } Set } State aforesaid, Personally appeared the within named William Ferriday and Helen L. Ferriday his wife, in their own right, David Hunt. Thomas Henderson and Aylette Buckner Executors of the last will and testament of William Griffith Deceased and Samuel Davis Guardian of Octavia P. Irene A. William and Emma Bullitt minor heirs of William Bullitt deceased and severally acknowledged that they signed, sealed and delivered the within deed on the day and year and for the purposes therein mentioned. They signing & severally in their own right, as Executors and Guardian as aforesaid, and the said Helen L. Ferriday being by me examined separate and apart from her said husband acknowledged that she executed said deed freely and voluntarily without any fear threat or compulsion from her said husband.

In testimony whereof I have hereunto set my hand and seal of Office
the 28th Day of April A.D. 1837

Ral North Clerk

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County William Gartly attorney in fact for Theodore H. McCaleb and Agnes McCaleb his wife and acknowledged that he signed sealed and delivered the within deed on the day and year therein mentioned as his act and deed as attorney as aforesaid for the purposes therein specified.

Given under my hand and seal of Office at Canton
this 1st Day of October A.D. 1838

John T. Cameron Clerk

D. S. Goodloe & wife } Received for Record 1st & Recorded 2nd October 1838
Deed }
John Lowe } This Indenture Made and entered into this nineteenth day of June in the year of our Lord One thousand Eight hundred & thirty Eight. Between D. S. Goodloe pr & Anne S. his wife of the County of & State of of the first, and John Lowe of the County of Madison & State of Mississippi of the second part. Witnesseth that the said D. S. Goodloe pr & Anne S. his wife for & in Consideration of the sum of Two hundred & fifty dollars to them in hand paid the receipt whereof is hereby acknowledged have this day granted bargained sold & confirmed & by these Presents do grant bargain, sell and confirm unto the said John Lowe his heirs and assigns a certain tract or parcel of land lying and being in the County of Madison & State of Mississippi & known & designated as the West half of the South West quarter of Section Thirty Township Eighteen Range One East, & Containing Seventy nine acres & Eighty One hundredths of an acre, To Have & to Hold the same together with the rights Privileges immunities & appurtenances of Whatsoever nature thereunto belonging, unto the said John Lowe his heirs & assigns forever, & the said D. S. Goodloe pr & Anne S. his wife for themselves their heirs Executors Administrators & assigns do Covenant & agree to defend the said John Lowe his heirs & assigns from the Claim or Claims of any Person or persons whomsoever to said tract or parcel of land. In testimony whereof the said party of the first part have hereunto set their hands & affixed their seals the day and date above written.

D. S. Goodloe pr } Seal }
Anne S. Goodloe } Seal }

Franklin County }
State of Alabama } Personally appeared before me Wright Bonds an acting Justice of the Peace in & for said County D. S. Goodloe pr & Anne S. Goodloe his wife who acknowledged that they severally signed, sealed and delivered the within deed for the purposes therein specified & the said Anne S. Goodloe being examined separate & apart by me, said that she signed, sealed & delivered the same without any fear of or threats or compulsions from her said husband. — Witness my hand and seal this 25th day of June 1838

Wt Bonds J. P. } Seal }

The State of Alabama } I Michael Dickson Clerk of the County Court of said County
Franklin County } do hereby Certify that Wright Bonds is an acting Justice of the peace as above duly Commissioned & qualified that his said Signature are genuine and all his official acts as such doubtly entitled to full faith and Credit.

In testimony whereof I have hereunto set my hand and seal of office this 5th day of July A.D. 1838

{S.S.} Test Michael Dickson Clerk

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

In testimony whereof I have hereunto set my hand & seal this 16th July 1838

G. D. Stone {seal}
Judge &c

Eli Stedman } Received for Record 1st & Recorded 2nd October 1838
Ded }
John Lowe } This Indenture Made and entered into this twentieth day of October in the year of our Lord One thousand Eight hundred and thirty five, Between Eli Stedman of the first part and John Lowe of the second part. Respectfully Witnesseth:- That the said Eli Stedman for and in Consideration of the sum of Two Thousand and Eighty Dollars to him in hand paid by the said John Lowe the receipt of which is hereby acknowledged do hereby grant bargain and sell and by these presents hath granted Bargained and sold unto the said John Lowe his heirs and assigns a Certain tract or Parcel of land in the County of Madison and State of Mississippi described as follows to Wit, The East half of the South West quarter of Section Thirty. Township Eight Range One East in the Choctaw District. Also The East half of the North East quarter of Section Twenty five Township Eight Range One West in the Choctaw District. To Have and to Hold the above Described land with all tenements and appurtenances thereunto belonging or in any wise appertaining unto the said John Lowe his heirs and assigns forever. And the said Eli Stedman do the warrant and forever defend the title of the said land to the said John Lowe his heirs and assigns from himself his heirs and assigns and all other Persons whatsoever.

In testimony of Which the said Eli Stedman has hereunto set his hand and affixed his Seal the day and date above written.

Test S. W. Ewing — Eli Stedman {seal}

The State of Mississippi } Personally appeared before me the undersigned Justice of
Madison County } the Peace in and for said County Eli Stedman who acknowledged the signing sealed & delivered the within Deed as his act and deed on the day and year therein Mentioned

Given under my hand and seal this 26th day of October A.D. 1835

S. W. Ewing J.P. {seal}

Charles Smith } Received for Record 1st & Recorded 2nd October 1838
Ded }
John Lowe } This Indenture Made and entered into this fifteenth day of March in the year of Our Lord Eighteen hundred and thirty six Between Charles Smith and Elizabeth M. his wife of the one part, and John Lowe of the other part all of Madison County Mississippi. Witnesseth that the said Charles Smith and Elizabeth M. his wife for and in Consideration of the sum of Eleven thousand

Dollars to them in hand paid the receipt of which is hereby acknowledged by the said John Lowe have bargained sold, conveyed and confirmed, and by these presents do bargain sell convey and confirm unto the said John Lowe his heirs and assigns forever all that tract or parcel of land situate lying and being in Madison County Mississippi and better described as follows. to wit, The South West quarter of Section twenty four Township Eight Range One West) The North West quarter of Section twenty five. The East half of South West quarter of Section Twenty five, and the North half of the East half of the North East quarter of Section Thirty six all in Township Eight Range One West of the Basis Meridian in the Choctaw District, and the above described lands contains four hundred and forty acres be the same more or less. together with all and singular the appurtenances hereditaments Privileges and advantages whatsoever unto the within described Premises belonging or in any wise appertaining, and also all the estate, right title interest and property and Claim whatsoever either at Lawe or in equity of the said Charles Smith and Elizabeth M. his wife of in and to the same. except the use of One hundred and sixty acres of the improved land this present year. To Have and to Hold the above granted, bargained and described premises with the appurtenances unto the said John Lowe his heirs and assigns forever. And the said Charles Smith and Elizabeth M. his wife for themselves their heirs Executors and administrators do covenant grant promise and agree to and with the said John Lowe his heirs and assigns that they the said Charles Smith and Elizabeth M. his wife and their heirs the above described & hereby granted premises with the appurtenances unto the said John Lowe his heirs and assigns against the said Charles Smith and Elizabeth M. his wife and against all persons whatsoever lawfully or equitably claiming or to claim said premises or any part thereof by from or under them or any of them shall and will warrant and by these presents forever defend

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

Test
M. Ewing

Charles Smith {Seal}
Elizabeth M. Smith {Seal}

The State of Mississippi } Personally appeared before me the under signed Justice of the Peace
Madison County } in and for said County, Charles Smith and Elizabeth M. his wife who acknowledged they signed sealed and delivered the within deed as their act and deed on the day and year therein mentioned, and the said Elizabeth M. Wife of the said Charles Smith being examined separate and apart from her husband acknowledged her said assignment without the fears threats or compulsion of her husband or the fear of his displeasure

Given under my hand and seal this 16th Day of May A.D. 1836

M. Ewing {Seal}
Justice of the Peace

Wilson Tarver } Received for Record 1st & Recorded 2nd October 1838
And }
John Lowe } This Indenture Made this the twelfth day of February in the year of our Lord Eighteen hundred and Thirty six Between Wilson Tarver and Malinda his wife of the County of Madison and State of Mississippi of the one part and John Lowe of the County and State aforesaid of the other part. Witnesseth. That the said Wilson Tarver and Malinda his wife in Consideration of the sum of One hundred and twenty dollars to them in hand paid by the said John Lowe at or before the ensealing and delivery of these presents (the receipt whereof is hereby acknowledged) have granted bargained sold and conveyed, and by these Presents do grant bargain sell and convey unto the said John Lowe his heirs and assigns a certain tract or parcel of land situated lying and being in the County of Madison and State of

Mississippi and designated and known as the North half of the West half of the South East quarter of Section Nineteen of Township Eight of Range One East. Containing about forty acres be the same more or less, together with all and singular the rights titles. Privileges and appurtenances thereunto in any wise belonging or appertaining, To Have and to Hold the said tract or parcel of land with all and singular the rights. privileges and appurtenances aforesaid unto him the said John Lowe his heirs and assigns forever. And the said Wilson Tarver and Malinda his wife for themselves and their heirs the said tract or parcel of land together with all and singular the rights titles privileges and appurtenances before mentioned unto the said John Lowe his heirs and assigns free from the Claim or Claims of them the said Wilson Tarver and Malinda his wife their and each of their heirs and of all and every person or persons whatsoever shall and do warrant and forever defend by these presents,

In Witness Whereof the said Wilson Tarver and Malinda his wife have hereunto set their hands and seals this the 12th day of February A.D. 1836 as first above written

Test S.W. Ewing

Wilson Tarver {Seal}
Malinda her X mark Tarver {Seal}

The State of Mississippi }
Madison County } Personally appeared before me the undersigned Justice of the Peace in and for said County Wilson Tarver and Malinda his wife who severally acknowledged they signed sealed and delivered the foregoing deed as their act and deed on the day and year therein mentioned, And the said Malinda being examined separate and apart from her husband acknowledged her said assignment without the fears threats or Compulsion of her said husband or the fear of his displeasure on the day and year therein mentioned.

Given under my hand and seal this 11th day of February A.D. 1836

S.W. Ewing J.P. {Seal}

George Hairston } Received for Record 1st & Recorded 3d October 1838
And
John Lowe } Know all Men by these Presents that I George Hairston of Virginia in Consideration of Seven hundred and Ninety Eight dollars and seventy cents to me paid by John Lowe of Mississippi the Receipt whereof I do hereby acknowledge do by these presents give grant bargain sell and Convey unto the said John Lowe his heirs and assigns the following Parcels of land, to wit, The East half of South West quarter of section Twelve, Township Eight Range One West - all in the District of lands subject to sale at Mount Salus Containing Seventy Nine 87/100. acres 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 John Lowe his heirs and assigns to his and their use and behoof forever, And I the said George Hairston for my self my heirs Executors and Administrators do Covenant with the said John Lowe his heirs and assigns that I am lawfully seized in fee of the afore granted premises that they are free from all incumbrances, that I have good right to sell and convey the same to the said John Lowe as aforesaid. And that I will and my heirs Executors and administrators shall warrant and defend the same to the said John Lowe his heirs and assigns forever against the lawful demands of all persons -

In testimony Whereof I the said George Hairston have hereunto subscribed my name and affixed my seal this second day of May Anno Domini One thousand Eight hundred and thirty four.

Geo. Hairston {Seal}

Signed sealed and delivered in presence of us }

State of Virginia } Personally appeared before me Fleming Saunders Judge of the Circuit
Henry County ss } Superior Court of ~~Law and~~ Chancery for the said County of Henry and
one of the Judges of the General Court of Virginia the above named George Hairston 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 third day of May anno
Domini 1834

Fleming Saunders {Seal}

Louisa Hairston } Received for Record 1st & Recorded 3rd October 1838
Relinquishment }
to }
John Lowe } Know all men by these presents that I Louisa Hairston wife of
George Hairston for and in consideration of the sum of ten Cents to me in hand
paid the receipt whereof I do hereby acknowledge, have remised, released and forever
quit claimed, and by these presents do remise, release and forever quit claim all my
right title and interest of Dower to John Lowe of Mississippi, to the following describ-
-ed parcels of land to wit, the East half of South West quarter of Section Twelve
Town Ship Eight Range One West, all in the State of Mississippi and in the
District of lands subject to sale at Mount Salus Containing Seventy nine 87/100
acres — In testimony whereof I the said Louisa Hairston have hereunto
subscribed my name and affixed my seal this third day of May Anno Domini
1834

Signed sealed and delivered in presence of us } Louisa Hairston {seal}

The State of Virginia } Personally appeared before me Fleming Saunders
Henry County ss } Judge of the Circuit Superior court of Law and Chancery
for the said County of Henry and one of the Judges of the General Court of Virginia
the above named Louisa Hairston who on a private examination apart from her
husband acknowledged that she signed sealed and delivered the foregoing relinquish-
-ment of Dower as her voluntary act and deed freely, without any fear, threats
or compulsion of her said husband on the day and year therein mentioned.

Given under my hand and seal this third day of May
A Domini 1834

Fleming Saunders {Seal}

George Hairston Et al } Received for Record 1st & Recorded 3rd October 1838
Deed }
to }
John Lowe } Know all men by these presents that we George Hairston, Hardin
Hairston, Robert Hairston, Samuel Hairston, John A. Hairston, Marshall Hairston, Peter
Hairston and Ruth Hairston of the State of Virginia in consideration of the sum of Two
Thousand three hundred and ninety seven dollars to us in hand paid by John Lowe of the
State of Mississippi the receipt whereof we do hereby acknowledge do by these presents give grant
bargain and sell and convey unto the said John Lowe his heirs and assigns a certain par-
-cel of land known designated and described as follows to wit, the East half of South East
quarter of Section Eleven Township Eight Range One West, and the West half of South West quarter
of Section Twelve Township Eight Range One West, Also West half of North West quarter of
Section Thirteen Township Eight Range One West, in the District of lands subject to Sale at Mount
Salus, containing Two hundred and thirty nine 28/100 acres, together with all the privileges and appur-
-tenances to the said lands in any wise appertaining or belonging. To Have and to Hold the
above granted premises to the said John Lowe his heirs and assigns, to his and their use and
behoof forever, and we the said George Hairston, Hardin Hairston, Robert Hairston Samuel Hairston
John A. Hairston, Marshall Hairston, Peter Hairston and Ruth Hairston for ourselves our
heirs, Executors and administrators do Covenant with the said John Lowe 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 John Lowe as aforesaid, and that we will, and our heirs, Executors and administrators shall warrant and defend the same to the said John Lowe his heirs and assigns forever against the lawful demands of all persons — In testimony whereof we the said George Hairston Hardin Hairston, Robert Hairston, Samuel Hairston, John A. Hairston, Marshall Hairston Peter Hairston and Ruth Hairston have hereunto subscribed our names and affixed our seal this 30th day of April Anno Domini 1834

Signed and delivered in presence of

Geo S. Hairston
Britt Stovall
Thomas Pomroy
L. P. Stovall

Geo Hairston {seal}
{seal}
{seal}
{seal}
J. A. Hairston {seal}
Marshall Hairston {seal}
Peter Hairston {seal}
Ruth Hairston {seal}

Know all men by these presents that we Louisa Hairston wife of George Hairston and Ruth Hairston wife of Peter Hairston parties to the written deed for and in consideration of the sum of ten Cents to each of us in hand paid by John Lowe the Receipt whereof is hereby acknowledged, have remised, released and forever quit Claimed, and by these presents do remise, release and forever quit Claim all our right title and interest of dower to the said John Lowe of Mississippi to the following described parcels of land to wit, the East half of South East quarter of Section Eleven Township Eight Range One West, and the West half of South West, quarter of Section Twelve Township Eight Range One West, also West half of North West quarter of Section Thirteen Township Eight Range One West, in the District of lands subject to Sale at Mount Salus State of Mississippi Containing Two hundred and thirty nine 28/100 acres — In testimony whereof we have hereunto subscribed our names and affixed our seals this third day of May Anno Domini Eighteen hundred and thirty four.

signed sealed and delivered in presence of us }

Louisa Hairston {seal}
Ruth Hairston {seal}

The State of Virginia }
Henry County to wit } Personally appeared before me Fleming Saunders a Judge of the circuit superior Court of law and Chancery for the said County of Henry the above named Louisa Hairston and Ruth Hairston who on a private examination apart from their husbands acknowledged that they had willingly signed sealed and delivered the foregoing relinquishment of dower as their voluntary act and deed freely without any fear threat or compulsion of their said husbands on the day and year therein mentioned

Given under my hand and seal this third day of May 1834

Fleming Saunders {seal}

State of Virginia }
Henry County to wit } This day personally appeared before me Fleming Saunders Judge of the Circuit Superior Court of law and Chancery for the said County of Henry, the within named George S. Hairston one of the subscribing witnesses to the annexed deed, who being first duly sworn Deposeth and sayeth that he saw the within named George Hairston John A. Hairston, Marshall Hairston, and Peter Hairston whose names are subscribed thereto sign seal and deliver the same to the within named John Lowe, that he this deponent subscribed his name as a witness thereto in the presence of the said George Hairston, John A Hairston Marshall Hairston and Peter Hairston, and that he saw one of the other subscribing witnesses sign the same in presence of the said George Hairston, John A Hairston Marshall Hairston and Peter Hairston, in presence of this deponent on the day & year therein named. — Given under my hand and seal this third day of May 1834

Fleming Saunders {seal}

signed sealed and delivered in presence of us }

P. S. Briscoe } Received for Record & Recorded 4th October 1838
Deed
John Briscoe } Know all Men by these Presents that I Philip S. Briscoe of the State of Mississippi Madison County for and in consideration of the sum of Two thousand Dollars to me paid by John Briscoe of the State and County aforesaid the Receipt whereof I do hereby acknowledge do by these presents give, grant, bargain sell and convey unto the said John Briscoe his heirs and assigns forever the following tract or parcel of land to wit: the S½ W½ S W¼ of Section No 25 Township No 9 Range No 2 E. Containing 39 83 acres. also the N½ W½ S E¼ & S½ E½ N E¼ of Section No 26 Township No 9 of Range No 2 East containing 80 16/100 acres all in the District of lands subject to sale at Mount Salus. 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 John Briscoe his heirs and assigns to his and their use and behoof forever, And I the said Philip S Briscoe for myself. my heirs Executors & administrators do Covenant with the said John Briscoe his heirs & assigns that I am lawfully seized in fee of the above granted premises. that they are free from all incumbrances that I have good right to sell and convey the same to the said John Briscoe as aforesaid, and that I will and my heirs Executors and Administrators shall warrant and defend the same to the said John Briscoe his heirs and assigns forever against the lawful demands of all persons.

In testimony Whereof I the said Philip S Briscoe have hereunto subscribed my name and affixed my seal this 4th Day of Oct — the year of Our Lord One thousand Eight hundred and thirty Eight.

Signed sealed and Delivered in presence of } Philip S. Briscoe [Seal]

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of Madison County & State aforesaid the above named Philip S Briscoe who acknowledged that he signed sealed and delivered the foregoing Deed on the day and date therein mentioned as his act and Deed.

Given under my hand and seal of office this fourth day of Oct 1838

John T. Cameron Clerk

Wm A. Brown } Received for Record 2nd & Recorded 4th October 1838
Deed
Thos G. Melton } The State of Mississippi
Madison County } Know all men by these Presents that I William A. Brown of the County and State aforesaid on the first day of October in the year of Our Lord One thousand Eight hundred and thirty Eight for and in consideration of the sum of five hundred Dollars to me in hand paid by Thos G. Melton of the same County and State the Receipt whereof is hereby acknowledged have granted, bargained, sold, conveyed and confirmed and do hereby grant bargain sell, convey and confirm unto the said Thos G. Melton his heirs and assigns forever. The North half of the East half of the South East fourth of Section Twenty four, of Township Nine of Range four East, Containing forty five and Eighty two hundredths of an acre, Also the North half of the East half of the South West fourth of Section Eighteen of Township Nine of Range five East, Containing forty acres and seven hundredth of an acre. To Have and to Hold to the said Thos G Melton his heirs and assigns forever as an Estate in fee simple. and I the said William A Brown for my self my heirs Executors and Administrators do Covenant to warrant. and forever

defend the Estate hereby Conveyed to the said Thos. G. Metton his heirs and assigns against the Claim or Claims of any person or persons Whatsoever

In testimony Whereof I have hereunto subscribed my name and affixed My seal this date first above written

Wm. A. Brown {Seal}

The State of Mississippi } Personally appeared before the undersigned Clerk
Madison County } of the Probate Court in and for the County and State aforesaid the above named William A. Brown 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 October A.D. 1838

John T. Cameron Clerk

J. E. Gaydon } Received for Record } Recorded October 4th 1838
Lud }
John Briscoe } This Indenture Made the fourth day of October One thousand Eight hundred and thirty Eight Between Jefferson E Gaydon & Louisa Gaydon his wife of the County of Madison and State of Mississippi of the first part, and John Briscoe of the County and State aforesaid of the second part. Witnesseth. that the said party of the first part for and in Consideration of the sum of One hundred Dollars good and lawful Money to them in hand paid by the said party of the second part. the Receipt whereof is hereby acknowledged. Hath granted bargained sold resigned. released aliened Confirmed and Conveyed. And — these presents doth grant bargain sell resign release. alien Confirm and Convey unto the said party of the second part his heirs and assigns all that Messuage tract or lots of ground. Contained in South half East half South West quarter of Section Twenty two. Township Nine of Range Two East, Containing forty acres. Also South half West half North East quarter of Section Twenty Six Township 9. Range two East Containing forty acres all of the Choctaw District of lands Containing in all Eighty acres lying and being in the County and State aforesaid, together with all and singular the trees woods. Commons. Waters. Profits. Commodities advantages hereditaments and appurtenances Whatsoever to the said Messuage. tract or lot of ground belonging or in any wise appertaining. To Have and to Hold the said Messuage. tract or lot of ground and all and singular other the Premises above Mentioned and every part and parcel thereof unto the said John Briscoe his heirs and assigns forever. and the said party of the first for themselves and their heirs the above Messuage tract or lot of ground and against all and every person and persons Whatsoever to the said John Briscoe his heirs and assigns shall and will warrant and defend by these Presents.

Witness our hands & seals the day & year above written

Jefferson E Gaydon {Seal}
Louisa Gaydon {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 Jefferson E Gaydon and Louisa Gaydon his wife who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein Mentioned as their act and deed for the purposes therein specified. And Louisa the Wife of said Jefferson E Gaydon 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 for the purposes in said deed specified.

Given under my hand and seal of Office

signed sealed and delivered in presence of as

at Canton this 4th Day of October Anno Domini 1838

John T. Cameron Clerk

Allen Jenkins } Received for Record & Recorded October 4th 1838
Deed
John Lowe Jun } This Indenture Made this 16th day of November in the year of our Lord One Thousand Eight hundred and thirty Between Allen Jenkins and his wife Elizabeth Jenkins of the County of Madison and State of Mississippi of the one part and John Lowe Sr of the same County and State of the other part Witnesseth: That for and in Consideration of the sum of Eight hundred Dollars to them in hand paid by the said party of the second part the Receipt whereof is hereby acknowledged. The said party of the first part have bargained granted sold demised released enfeoffed and confirmed, and by these presents do bargain grant sell demise release enfeoff and confirm unto the said party of the second part and to his heirs and assigns a certain tract or parcel of land situate lying and being in the County aforesaid and designated on the patent of the President of the United States as the North West quarter of Section Eighteen in Township Eight of Range One East in the District of Choctaw Containing One hundred and sixty one acres and sixty nine hundredths of an acre. To Have and to Hold the above described premises with its appurtenances unto the said party of the second part his heirs and assigns forever.

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

Witnesseth
J. R. Marsh.

Allen Jenkins (seal)
Elizabeth Jenkins (seal)

The State of Mississippi } This day Came before me Joseph T. Lovier a justice of
Madison County } the peace in and for said County & State, Mrs Elizabeth Jenkins wife of the said Allen Jenkins who being examined separate and apart from her said husband: acknowledged that she signed sealed and delivered the foregoing deed of her own free Will and accord and that she was not forced thereto by any threats or compulsion of her said husband and further I Certify that the said Allen Jenkins also acknowledged before me that he signed sealed and delivered the foregoing deed for the Considerations therein expressed.

Given under my hand and seal this 16th day of November in the year A.D 1838

Joseph T. Lovier J. P. (seal)

William P. Perkins } Received for Record & Recorded 4th October 1838
Deed
Joseph S. Pugh } This Indenture Made this first day of October in the year of our Lord Eighteen hundred and thirty Eight Between William P. Perkins and Jane M. his wife of the County of Madison and State of Mississippi of the first part, and Joseph S. Pugh and Louisa A. his wife of the County & State aforesaid of the second part, Witnesseth That the said William P. Perkins and Jane M. his wife for and in Consideration of the natural love and affection which they have and bear unto the said Louisa A. wife of the said Joseph S. Pugh, and also for and in Consideration of One Dollar to them in hand paid by the said Joseph S. Pugh at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, Have given granted, alienated, enfeoffed and Confirmed and by these Presents do give, grant alien enfeoff and Confirm unto the said

Joseph S. Pugh. his heirs and assigns all and singular the following described lands. lying & being in the County of Madison State aforesaid & better known as the South East quarter of Section Twenty six. the West half of the South West quarter of Section Twenty five. the North East quarter, and East half of the South East quarter of Section Thirty five. the West half. and the West half of the South East quarter of Section Thirty six. all in Township Nine Range Two East. also the West half of the North West quarter of Section Two in Township Nine of Range Two 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 Joseph S. Pugh his heirs and assigns all the foregoing described land and Premises in Fee simple for Ever, And the said William P. Perkins. for himself and his heirs Executors & administrators by these Presents, Covenants. promises & agrees to & with the — Joseph S. Pugh his heirs Executors & Administrators. that he will and his heirs shall forever warrant and defend the title to said granted land & premises against the Claim or Claims of all & every person or persons whatsoever both at law or in Equity.

In testimony Whereof the parties of the first part have hereunto set their hands & affixed their seals the day & year above written.

Signed sealed & delivered in presence of
Well. D. Hart. J. P. (Seal)

W. P. Perkins (Seal)

Jane M. Perkins (Seal)

State of Mississippi }
Madison County } Personally appeared before me William D. Hart an acting Justice of the Peace in & for said County William P. Perkins & Jane his wife who acknowledged that they signed sealed & delivered the foregoing Deed as their own act and deed for the purposes therein Contained, And the said Jane M. Perkins being Examined separately and apart from her said husband acknowledged that she signed sealed & delivered the said deed freely & voluntarily without any fear threats or Compulsion from her said husband.

Given under my hand and Seals this 2nd Day of October 1838

Well. D. Hart J. P.

Jesse Cason & Wife } Received for Record 2nd & Recorded 5th October 1838
Deed
R. M. Williamson }

This Indenture, Made the 30th day of March in the year of our Lord One thousand Eight hundred and Thirty six Between Jesse Cason and his wife Elizabeth of the County of Yazoo & State of Mississippi of the first part, and Russell M. Williamson of the County of Madison & State aforesaid of the second part, Witnesseth. That the said parties of the first part, for and in Consideration of the sum of Five hundred dollars Current Money of the United States, to them in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the Receipt whereof we hereby acknowledge and therefrom, and of and from every part and parcel thereof do. acquit. release. Exonerate and discharge the said party of the second part. his heirs Executors, administrators and assigns. and every of them by these presents have granted. bargained. sold aliened. remised, released and Confirmed, and by these presents do fully freely and absolutely grant. bargain. sell alien remise. release and confirm unto the said party of the second part his heirs and assigns forever. All the following land and bargained premises to Wit. The West half of the South East quarter of Section Ten Township Nine Range One West. And also the North half of the West half of the North East quarter of Section fifteen of same Township an Range and all in the District of Choctaw. Together with all and singular the hereditaments and appurtenances whatsoever, to the said Russell

Signed sealed and delivered in presence of as

M. Williamson and Premises belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders rents issues and profits thereof, and of every part and parcel thereof, and also all the Estate, right title interest property possession Claim and demand whatsoever, of the said parties of the first part, both in and to the same, or any part or parcel thereof: To Have and to Hold the said bargained land and premises, with their and every of their rights Members and appurtenances, unto the said party of the second part, his heirs and assigns forever, to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever. And the said Jesse Cason and his wife Elizabeth for themselves and their heirs, all and singular the aforesaid land and bargained premises, with their and every of their rights members and appurtenances hereby granted and released, and every part and parcel thereof, unto the said party of the second part his heirs and assigns, and against the said Jesse Cason & his wife Elizabeth & their heirs and assigns, and against all and every other person or persons whomsoever, shall and will warrant and forever defend by these presents, In Witness Whereof, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

Jesse Cason {Seal}
Elizabeth Cason {Seal}

State of Mississippi }
Yazoo County } Personally appeared before the undersigned an acting
March 30th 1836 } Justice of the Peace in & for said County, Jesse Cason and his wife Elizabeth, and she being examined separately and apart from her husband acknowledged that she signed the above instrument of Writing for the purposes therein specified, and that without any fear or compulsion of her husband Jesse Cason, And Jesse Cason acknowledged that he signed sealed and delivered the above deed for the purposes therein mentioned as his act and deed

Ephraim Grice J. P. {Seal}

By Alexander G. McNutt
Governor of the State of Mississippi

Be it Known, that Ephraim Grice was an acting Justice of the peace on the day of 1836 in and for the County of Yazoo and that full faith and Credit are due to all his acts as such.

Given under my hand, and the great seal of the State at Jackson the 15th day of September 1838

{Seal}
By the Governor
A. G. McNutt
Barry M Benson Secretary of State,

Peter Ragsdale
Deed
Sion Sanders

Received for Record 2nd & Recorded 5th October 1838
Madison County State of Mississippi

This Indenture made and entered into between Peter Ragsdale and Lucinda his wife of the first part and Sion Sanders of the other part Witnesseth that the said party of the first part in and for the consideration of the sum of Two hundred and fifty dollars hath bargained sold aliened enfeoffed & confirmed unto the said party of the second part all their right Title and claim to a certain tract of land lying and situate in the County and State aforesaid and known as the South ½ East ¼ & N E ¼ of Section No 7 Township No 10 Range 3 East Together with all its tenements hereditaments appurtenances thereunto. To have hold occupy and possess unto the said party of the second part forever and the said party of the first part their heirs assigns and Ad-

ministrators doth warrant and defend the said land tenements and hereditaments unto the said party of second part heirs Assigns and Administrators against all claims and demands and against all dowers enfeoffments encumbrances and Charges and against every person or persons lawfully claiming or to claim forever. — In testimony whereof we do hereunto affix our hands and seals this the 28 day of June 1834

Test

William Joines JP {Seal}

Peter Ragsdale {Seal}

Lucinda Ragsdale {Seal}

State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the peace in and for the County aforesaid Lucinda Ragsdale and being privately examined by me acknowledged that she signed the within deed without fear or Compulsion of her husband June 28 1834

Lucinda Ragsdale

William Joines JP {Seal}

John L Sherrod } Received for Record & Recorded 5th October 1838
Deed
Austin & Hobbs } This indenture made and entered into this fifth day of October Eighteen hundred & thirty eight Between John L Sherrod and his wife Lucinda Sherrod of the County of Madison and State of Mississippi of the one part and Richard H Austin & Howell H Hobbs of the County of Madison and State of Mississippi of the other part. Witnesseth that the said John L Sherrod and his wife Lucinda do for and in consideration of the sum of Twelve hundred dollars by the said Austin & Hobbs paid to him the receipt whereof is hereby acknowledged hath Granted bargained Sold and conveyed and by these presents doth grant bargain sell and convey to the said Austin & Hobbs and their heirs and assigns the following tract or parcel of land in the State of Mississippi and County of Madison. To wit the South West fourth of the South West fourth of Section Thirteen of Township Nine of Range four East containing fourty Acres more or less. and the said J. L. Sherrod. and his wife Lucinda hereby binds Ourselves our heirs executors & Administrators to warrant and defend the title to the above described Land forever. Given under our hands and seals this day and year above mentioned

J. L. Sherrod {Seal}

Lucinda S. Sherrod {Seal}

State of Mississippi } Personally appeared before the undersigned an
Madison County } Acting Justice of the peace in and for said County John L Sherrod and Lucinda Sherrod his wife. who acknowledged that they signed sealed and delivered the within and foregoing deed on the day and year and for the purposes therein specified as their act and deed: and the said Lucinda Wife of the said John L. Sherrod being examined separate & apart from her said husband acknowledged that she signed sealed & delivered said deed as her voluntary act and deed freely and of her own accord without the fear threats or Compulsions of her said husband. — Given under my hand and seal this 5th day of October 1838.

Thomas O. McDonald JP {Seal}

Israel C. Griffing } Received for Record & Recorded October 5th 1838
Deed
Nancy Curtis } This Indenture made and entered into this nineteenth day of June in the year of Our Lord One Thousand Eight hundred and thirty one Between Israel C. Griffing and Malinda Griffing of the one part and Nancy Curtis of the other part all of Madison County and State of Mississippi Witnesseth that the said parties of the first part for and in consideration of the sum of One hundred Dollars to them in hand paid at or before the sealing and delivery of these presents by the said Nancy Curtis the receipt whereof is hereby acknowledged have bargained sold and conveyed and by these presents do bargain sell and convey to the said Nancy Curtis a certain tract or parcel of land situate lying and being in the County of Madison and State aforesaid and known as a part of the East half of the North West quarter of section No Eleven in Township No Eight of Range No Two, West of the Basis Meridian containing fifty acres more or less and bounded as follows Viz on the North by lands owned by Nancy Curtis and William Horn on the East by William Sibley and on the South by H. Hibby and on the West by John Sibley and Nancy Curtis being the same tract of land which was sold at Sheriffs Sale by James H Barfield to the said Israel C. Griffing on the nineteenth day of October in the year Eighteen hundred and twenty nine the deed whereof is of Record in Book A of Deeds folio 136 and 137 of the Records of the County Court of the County aforesaid. as by reference thereto will more fully and at large appear To Have and to Hold the above described premises together with all the appurtenances to the same appertaining or in any wise belonging unto her the said Nancy Curtis her heirs and assigns forever; And the said parties of the first part do hereby covenant and agree to and with the said Nancy Curtis to warrant the above described premises against the Claim or Claims of themselves their heirs or assigns and against the Claim or Claims of all persons whomsoever Claiming or to Claim by through or under them or either of them they will warrant and by these presents forever defend.

In Witness whereof the said Israel C. Griffing and Malinda his wife have hereunto affixed their hands and seals the day and year being above written.

Signed Sealed & delivered in presence of } I. C. Griffing {Seal}
Malinda her + mark Griffing {Seal}

State of Mississippi } Personally appeared before me the undersigned Justice of the peace
Madison County } in & for the County of Madison I. C. Griffing and acknowledged that he signed and sealed the above instrument it being his own voluntary act and deed for the purposes therein mentioned. Also Malinda Griffing his wife on being examined separate and apart from her husband acknowledged that she did the same voluntarily and without fear or threats of her husband

Given under my hand and seal this 19th day of June AD 1834. J. J. J. A. McCarroll J.P. {Seal}

Nancy Curtis } Received for Record & Recorded October 5th 1838
Deed
G. W. Hibbee } This Indenture Made and entered into this fourth day of October One Thousand Eight hundred and thirty Eight Between Nancy Curtis of the one part, and George W. Hibby of the other part all of Madison County and State of Mississippi Witnesseth that the said party of the first part for and in consideration of the sum of One Thousand Dollars to said Nancy Curtis in hand paid by the said George W. Hibby hath Bargained sold and Conveyed and Confirmed, and by these presents doth bargain sell and Convey and Confirm

unto the said George W Hibby his heirs and assigns the following tract or parcel of land lying and being in the State and County aforesaid and known as a part of the East half of the North West quarter of Section No Eleven in Township No Eight of Range No Two West of the Basis Meridian Containing Fifty acres More or less. To Have and to Hold the above described premises together with all the appurtenances to the same appertaining or in any wise belonging unto him the said George W Hibby his heirs and assigns forever.

And the said party of the first part do hereby Covenant and agree to and with the said George W Hibbe to warrant the above described Premises against all the Claim or Claims of themselves their heirs or assigns and against the Claim or Claims of all persons whomsoever Claiming or to Claim by through or under them or either of them will warrant and by these presents forever defend in Law or in Equity. In Witness Where of the said Nancy Curtis have hereunto affixed her hand and seal the day and year being above mentioned signed sealed and delivered in presence of }

Nancy Curtis {Seal}

State of Mississippi } Personally appeared before me Wm Vasnell an acting
Madison County } Justice of the peace in and for said above County the above named Nancy Curtis who acknowledged that she signed sealed and delivered the foregoing Deed for the purposes therein expressed.

Signed sealed and delivered before me this 4th of October 1838.

Wm Vasnell {J.P.}

R. S. Hunter } Received for Record 29th September & Recorded 6th October 1838
Mortgage } State of Mississippi
Real E. Bank of Hds Cty }

This Indenture, Made and entered into this Twenty Sixth day of September in the year of our Lord One thousand Eight hundred and thirty Eight By and Between Riddick S. Hunter of the County of 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 Riddick S. Hunter, 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 Fifty Six 25/100 Shares of One hundred Dollars each, making in the whole amount the Sum of Five thousand Six hundred and twenty five dollars, and the said Riddick S Hunter 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 Riddick S. Hunter 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 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 Riddick S. Hunter of the first part, as well for and in consideration of the Premises aforesaid, as for the further Consideration of the Dollar to the said Riddick S. Hunter of the first part in hand paid by the President and Directors of the second part, before sealing and delivery hereof the receipt whereof is hereby acknowledged, has granted, bargained, sold transferred and conveyed, and by these presents doth 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 more particularly known and described in the general plan of the Town of Madisonville, said District in the said State viz: Part of Lot No 187 Beginning at a stake on the West side of Lafayette Street, on the North boundary of Williams Ten Acre Lot No 174 fronting on Lafayette Street 250 feet, and running back 250 feet to Washington Street, being the Southern part of said Lot, and also Lots No 85 & 86, fronting on the Eastern side of Lafayette Street, 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 Riddick S. Hunter his heirs and assigns:- To Have and to Hold the said described lots or parcels of land, with the hereditaments and appurtenances, unto the said President and Directors, and their successors as aforesaid, to the only proper use and behoof of the said President and Directors, and their successors in office as aforesaid forever. Provided Nevertheless if the said Riddick S. Hunter his heirs Executors, and Administrators shall well and truly pay off ~~and~~ discharge and satisfy the Bond aforesaid signed sealed and delivered by the said Riddick S. Hunter 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 Riddick S Hunter, 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 henceforth, 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 Riddick S. Hunter his heirs, Executors administrators or assigns, this indenture shall remain in full force and effect in law and Equity; and the said Riddick S. Hunter for himself 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 Riddick S Hunter has hereunto signed his name and affixed his seal the day and year above written.

R. S. Hunter (Seal)

State of Mississippi } Know all men by these Presents that I, Penelope Hunter wife of the
Madison County } within named Grantor Riddick S. Hunter do by these presents remise release and forever quit Claim to all and singular any dower to which I may be entitled out of the within described lands, tenements and hereditaments thereon Conveyed by Riddick S. Hunter my said husband, to the President & 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 Administrators and assigns forever.

Given under my hand and this 28th day of September 1838

Penelope Hunter

The State of Mississippi }
Madison County } Personally appeared before me the undersigned a justice of the Peace in and for said County the within named Riddick S. Hunter and

acknowledged that he signed sealed and delivered the within Deed as his own act and deed on the day and year therein mentioned and for the purposes therein specified. Also appeared before me the above named Penelope Hemter Wife of the said Riddick S. Hemter and being examined by me separate and apart from her husband acknowledged that without any fear threat or compulsion on the part of her husband she voluntarily signed sealed and delivered the above relinquishment of Dower as her own act and deed for the purposes therein specified

Given under my hand & seal this 28th day of September 1838

Henry Garrett J. P. (seal)
& Presiding of the Board of Selectmen
for the Town of Madisonville

Bullitt Shiffs & Co. Received for Record 8th & Recorded 8th October 1838

Deed

Susan Davis } Whereas William Bullitt in his lifetime. William Shiffs in his lifetime. William Ferriday and Henry L. Bennett. held in fee simple among other real estate, the Premises hereinafter described and Conveyed: the same being held under a certain agreement entered into between them and William Gartly, on the seventh day of March A.D. 1833. and Recorded in Book A page 728 of the Records of Deeds in the Clerks office of Madison County. State of Mississippi. and also in Book U page 119 of the Records of Deeds in the Clerks office of Adams County. State of Mississippi: The said William Gartly having Conveyed all his interest in all lands, under said agreement to the said William Bullitt. William Shiffs. William Ferriday and Henry L Bennett; and Whereas the said William Shiffs departed this life leaving his last will and testament. whereby his Executors David Hunt. Thomas Henderson and Aylette Buckner were and are authorized, to sell and convey his real Estate as contained in said last. Will: And Whereas the said William Bullitt died intestate leaving his Widow Octavia Bullitt. and his Children and Heirs Mary Bullitt who intermarried with James Jones. Agnes Bullitt who intermarried with Theodore H. McCalebb. and Octavia P. Bullitt. Irene S. Bullitt William Bullitt and Emma Bullitt; And Whereas the four last named Children and heirs of William Bullitt dec'd and being Minors, Samuel Davis was duly appointed Guardian of the persons and Estates of said Minors by the Probate Court of Adams County and State aforesaid, and was also duly authorized by said Probate Court at the same Term thereof A.D. 1836. to sell and Convey the Real Estate of said minors situated in the Counties of Madison. Holmes Yazoo Carroll and Attala. in the State aforesaid upon a Credit Mentioned in said Order of said Court. Now This Indenture Made and Executed this 12th Day of March A.D. Eighteen hundred and thirty six; Witnesseth That the said William Ferriday and Helen C. Ferriday his wife. Henry L Bennett and Matilda A Bennett his wife. James Jones. and Mary Jones his wife. Theodore H. McCalebb and Agnes McCalebb his wife Octavia Bullitt Widow as aforesaid: and David Hunt Thomas Henderson and Aylette Buckner Executors of the last will and Testament of William Shiffs deceased as aforesaid. and Samuel Davis Guardian of Octavia P. Bullitt. Irene S. Bullitt William Bullitt and Emma Bullitt as aforesaid. for and in Consideration of the sum of Four Hundred Dollars to them in hand paid by Susan Davis the Receipt of which is hereby acknowledged at and before the sealing 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 Susan Davis her heirs and assigns forever. All that Certain piece parcel and tract of land situate lying and being in the County of Madison and State of Mississippi. and bounded and described as follows. The East Half of the North West Quarter of Section

No Thirty. Township No Ten of Range No Three East, containing seventy nine 85/100 acres be the same more or less. Together with all and singular the appurtenances here-ditaments, appurtenances & privileges unto the above described and herein Conveyed premises belonging or in any wise appertaining. To Have and to Hold said premises with the appurtenances unto the said Susan Davis her heirs and assigns forever And the said William Ferriday. Henry L. Bennett. James Jones. and Theodore H. McCaleb for themselves. their heirs Executors and Administrators do Covenant and agree with the said Susan Davis her Heirs and assigns that they the said William Ferriday Henry L. Bennett. James Jones and Theodore H. McCaleb. their heirs Executors. and Administrators will warrant and defend the above described and hereby conveyed premises with the appurtenances unto the said Susan Davis her heirs and assigns against the Claims and demands of all persons lawfully or Equitably claiming or to Claim said premises or any part thereof. And the said David Hunt. Thomas Henderson and Aylette Buckner Executors as aforesaid do Covenant and agree with the said Susan Davis her heirs and assigns. that they the said David Hunt. Thomas Henderson and Aylette Buckner as Executors aforesaid have full authority and power. by the last Will and testament of said William Shiffs to sell and convey all the undivided interest right and part of the above described and hereby conveyed premises which the said William Shiffs died seized of either in Law or Equity. and the said Samuel Davis Guardian of Octavia P. Bullitt. Irene S. Bullitt. William Bullitt. and Emma Bullitt aforesaid doth Covenant and agree with said Susan Davis her heirs and assigns. that he the said Samuel Davis, as Guardian aforesaid by virtue of the order of the Probate Court of Adams County. passed at the June Term thereof A.D. 1836 aforesaid hath full power and lawful authority to sell and convey all the undivided part, right title and interest. either in law or Equity of said Minors. Octavia. Irene William and Emma Bullitt. of in and to the above described and hereby conveyed premises.

In Witness of all which the said William Ferriday and Helen C. Ferriday his wife Henry L. Bennett and Matilda A. Bennett his wife. James Jones. and Mary his wife Theodore H. McCaleb and Agnes his wife. Octavia Bullitt. and David Hunt. Thomas Henderson and Aylette Buckner. Executors of William Shiffs. and Samuel Davis Guardian of Octavia P. Bullitt. Irene S. Bullitt. William Bullitt. and Emma Bullitt have hereunto set their hands and affixed their seals. this 13th day of March A.D. Eighteen hundred and thirty six.

State of Louisiana }	William Ferriday {seal}
City of New Orleans } District Court of the United States in and for the Eastern District of Louisiana	Helen C. Ferriday {seal}
	Henry L. Bennett {seal}
	Matilda A. Bennett {seal}
Personally appeared Henry Lisle Bennett. Matilda Ann Bennett. James Jones. Mary Jones and Octavia O Bullitt. this day before me Samuel H. Harper Judge of the District Court in and for the District of Louisiana the above named Henry Lisle Bennett. Matilda Ann Bennett, James Jones. Mary Jones and Octavia O Bullitt residing in the City of New orleans. who acknowledged that they signed sealed and delivered the foregoing Deed of Sale on the day and year therein Mentioned to Susan Davis of Seventy nine 85/100 acres of land situate lying and being in the County of Madison in the State of Mississippi for all the purposes therein Mentioned	James Jones {seal}
	Mary E. Jones {seal}
	Theodore H. McCaleb. Agnes McCaleb {seal}
	By their attorney Wm Gantly {seal}
	Octavia O. Bullitt {seal}
	David Hunt {seal}
	Thos Henderson Exr {seal}
	Aylette Buckner Exr {seal}
	Samuel Davis Guardian {seal}

In testimony whereof I have hereunto set my hand and Caused the seal of the District Court of the United States for the District of Louisiana to be affixed here to this tenth day of March in the year one thousand Eight hundred and thirty seven, "the words" in and for the Eastern District" interlined before signing } Saml H. Harper

The State of Mississippi } Before me Ralph North Clerk of the Probate Court of the County
Adams County } set } and State aforesaid Personally Came and appeared the within named William Ferriday and Helen L. Ferriday his wife in their own right David Hunt, Thomas Henderson and Aylette Buckner Executors of the last Will and Testament of William Shipp deceased and Samuel Davis Guardian of Octavia P. Bullett Irene S. Bullett William Bullett and Emma Bullett, Minor heirs of William Bullett deceased and severally acknowledged that they signed, sealed and delivered the Within Deed on the day and year and for the purposes therein named.— They signing sealing & severally as in their own right, as Executors, and as Guardians as above specified. And the said Helen L. Ferriday being by me Examined separate and apart from her said husband acknowledged that she Executed said Deed freely and voluntarily without any fear threat or Compulsion from her said husband.

In testimony whereof I have hereunto set My hand and seal of Office the 28th day of April A.D. 1837.

Ral North Clerk

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 Gordley Attorney in fact for Theodore H. McCaleb and Agnes McCaleb his wife and acknowledged that he signed sealed and delivered the Within Deed on the day and year therein Mentioned as his act and deed as attorney as aforesaid for the purposes therein specified.

Given under My hand and seal of Office at Canton this 1st day of October AD 1838

John T. Cameron Clerk

James C. Mitchell } Received for Record 22nd September & Recorded 8th October 1838
Mortgage
Real E. Bank. H. Coun } State of Mississippi }

This Indenture, Made and entered into this Twenty third day of August in the year of Our Lord One Thousand Eight hundred and thirty Eight by and between James Coffield Mitchell of the County of Hinds 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 James C. Mitchell 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 Eight shares. of One hundred Dollars each, making in the Whole Amount the Sum of Eight hundred Dollars and the said James C. Mitchell 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 James C. Mitchell having signed, sealed and delivered to said President and Directors aforesaid the Bond as required by the 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 ~ ~ ~ ~ heirs Executors, administrators and assigns liable according to the true and effect and true intent and meaning thereof in Conjunction with each and every Stock holder of the said Capital Stock of said "Real Estate Banking Company of Hinds County to all and Singular the holders of the Notes, Bill, 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 James C. Mitchell 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 James C. Mitchell 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 tract or parcel of land lying and being in the County of Madison and State of Mississippi and Containing by estimation Eighty acres, and more particularly Known and described in the General plan of the Mount Salus school District in the said State viz:- The East half of the North East quarter of Section Thirteen Township Nine and Range four East, containing forty Eight acres and Thirty one hundredths of an Acre, 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 James C. Mitchell 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 James C. Mitchell his heirs Executors and Administrators shall well and truly pay off discharge and satisfy the Bond aforesaid signed sealed and delivered by the said James C. Mitchell 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 James C. Mitchell 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 henceforth 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 reverse, notwithstanding: But upon a failure to do and perform any of the things herein specified by the said James C. Mitchell - his Executors, administrators or assigns, this Indenture shall remain in full force and effect in law and Equity, And the said James C. Mitchell 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 James C. Mitchell has hereunto signed his name and affixed his seal the day and year first above written.

J. C. Mitchell (Seal)

State of Mississippi } Know all men by these Presents that I Ann Mitchell wife of
Hinds County } ss } James C. Mitchell the within named Grantor do by these presents Remise release and forever quit Claim to all & singular any Dower to which I may be entitled out of the within lands tenements and hereditaments therein Conveyed by James C. Mitchell my Lord husband, to the President & Directors of the said "Real Estate Banking Company of Hinds County" and their successors in office as they shall be elected or appointed from time: my heirs Executors, administrators & assigns forever.

Given under My hand and seal this day of 185

Ann Mitchell (Seal)

State of Mississippi } Personally appeared before me Calvin Miller an acting Justice
Hinds County } of the Peace in and for said County, and Ex Officio Notary
Public, the within named B. C. Mitchell and acknowledged that he signed sealed
and delivered the within deed as his act & deed, and also personally appeared before
me the above named Ann Mitchell wife of the aforesaid B. C. Mitchell and being
examined separate and apart from her said husband acknowledged that without
any fear threat or compulsion on the part of her husband she signed sealed and
delivered the above deed as her voluntary act and deed on the day and date & for
the purposes therein contained.

Given under my hand and Private seal having no seal of
Office this 5th day of September 1838

Calvin Miller J. P. [seal]
Ex Officio Notary Public.

John Kellogg } Received for Record September 27th 1838 & Recorded 8th October 1838
Deed
Oscar Barbee } The State of Mississippi
} Hinds County } This Indenture Made and entered into this
the ninth day of July Eighteen hundred and thirty Eight Between John Kellogg of
the County of Warren, State aforesaid of the first part, and Oscar Barbee of the County of
Hinds State aforesaid of the second part, Witnesseth that for and in Consideration of
the Sum of Four Thousand Eight hundred and Eighty one Dollars and fifty one Cents
($4,881.50) in hand paid by the party of the second part to the party of the first part
the Receipt of which is hereby acknowledged, the said party of the first part has this
day granted, bargained and sold, and does by these presents, grant bargain and
sell to the said party of the second part, his heirs and assigns, the following tracts
or parcels of land situate in the County of Hinds Viz Lots Two, Three and Four of
Section Nine Township Six Range Two East, the East half of the North East
quarter and East half of the South East quarter of Section No Eighteen same Township
and Range, Lot No One of Section Seventeen same Township and Range as last aforesaid, Containing five hundred and thirty five acres and six hundredths of an acre
More or less. Also the following tracts or parcels of land in the County of Madison
Viz the West half of the North West quarter, and the East half of the South West
quarter of Section Seventeen Township Eleven Range Three East Containing One hun-
-dred and fifty Eight acres and twenty five hundredths of an acre More or less-
Also the following tract in the County of Rankin Viz Lot No Two Section Eleven
Township Seven Range Five East, Containing Eighty acres More or less, all the afore-
-said land being in the State of Mississippi, To Have and to Hold the before men-
-tioned tracts of land to the said Second party his heirs and assigns in fee-
simple forever, together with all their rights privileges and appurtenances of every
kind and description, And the said party of the first part for himself his
heirs Executors and administrators hereby Covenants and agrees to warrant
and forever defend the quiet right and peaceable possession of the before mention-
-ed tracts of land to the said party of the second part, his heirs and assigns
against the Claim or Claims of any and every person whomsoever.

In testimony whereof the said party of the first part has hereunto
set his hand and affixed this seal the day and date above Mentioned:

John Kellogg [seal]

State of Mississippi } Personally appeared before me Calvin Miller a Justice of the
Hinds County } peace in & for said County the within named John Kellogg and
acknowledged that he signed sealed and delivered the within deed as his act
and deed on the day & year & for the purposes therein named

Given under my hand and Private seal having

me seal of Office this twenty seventh day of July in the year of Our Lord Eighteen hundred and thirty Eight

Calvin Miller C.P. (seal)
Ex Officio Notary Public.

Asa Fletcher } Received for Record September 29th } Recorded 8th October 1838
And
Burrus Healey } This Indenture Made and entered into this third day of September A.D. Eighteen hundred and thirty Eight Between Asa Fletcher and Elizabeth Fletcher his wife of the first part, and Burrus Healey of the second part all of the state of Mississippi Witnesseth that the said parties of the first part, Hereinafter (for and in consideration of the sum of Two hundred and fifty Dollars to them in hand paid by the said Burrus Healey at and before the enseigning and delivery of these presents the receipt and payment of which is hereby acknowledged) given granted bargained, sold, Conveyed and Confirmed, and by these Presents do give grant, bargain sell, Convey and Confirm unto the said Burrus Healey his Heirs Executors Administrators and assigns all and Singular the following described tract or parcel of land lying and being in the State of Mississippi; and County of Madison and known and designated in the Plat of Survey of lands in and for the District of Choctaw of said State as being the East half of the North East quarter of Section No Thirty six Township No Eighteen of Range No Two East, Containing Eighty acres More or less. together with all and Singular the hereditaments.— appurtenances thereunto belonging To Have and to Hold forever, And the said parties of the first part (for the consideration aforesaid) do Covenant to warrant and by these presents forever defend the title of the above described and hereby Conveyed land and premises unto the said Burrus Healey his heirs Executors Administrators or assigns from all lawful and Equitable Claim or Claims whatsoever.

In testimony whereof they the said parties of the first part hereunto put their hands and seals on the day and year first above written

Test John his mark Collier

Asa Fletcher (seal)
Elizabeth her mark Fletcher (seal)

State of Mississippi } Personally appeared before me A B Robinson Justice of the Peace
Leake County } in and for said County of Leake & State aforesaid Asa Fletcher who acknowledged that he signed sealed and delivered the written Deed for the use and purpose therein specified, and Elizabeth Fletcher his wife who being examined separately and apart from her husband by me acknowledged that she signed sealed and delivered the foregoing Deed without any fear threats or Compulsion from her said husband.

Given under my hand and seal of Office this 3d day of September 1838

The State of Mississippi }
Leake County }

A. B. Robinson J.P. (seal)

I Thomas Myers Clerk of the Probate Court of said County do hereby Certify that A.B. Robinson whose name is signed to the above is and was at the time of said signing a lawful acting Justice of the Peace in & for said County duly Elected Commissioned & Sworn & full faith & Credit are due to all his acts as such. Given under my hand and Private seal of the Clk there being no seal of said Court 24th Sept 1838

Thos Myers Clk

Eli B Warren } Received for Record 25th September & Recorded 8th October 1838
Deed
Robert Shotwell } State of Mississippi } Madison County } This Indenture Made this 20th day of August 1838 Between Eli B Warren and Ann his wife parties of the first part and Robert Shotwell the party of the second part, Witnesseth that for and in Consideration of the sum of Twenty Two thousand five hundred Dollars. the parties of the first part have this day bargained sold and delivered unto the party of the second part. the undivided half of all the lands embraced in a Deed of trust made by said Warren of the first part to Jno S Gooch & David M. Porter Trustees. which Deed is duly Recorded in the Probate Clerk Office at Canton in Book of Deeds "C" pages 505. 506. 507 & 508. & Recorded on the 15th day of April 1836. Said land being known as the North West quarter section number twenty four. Containing 160 100 acres, (Also the West half South West, and East half North West quarter Section number Twenty five,) Also East half of Section number fourteen – also East half of the North East quarter of Section number thirty five Also the West half of the North West quarter of Section number Thirteen (Also the North East quarter of Section number twenty three) also the West half of the South West quarter Section number twenty four, & the East half of the North East quarter Section number twenty six (all situated in Township Number Ten N of Range number five East.) together with all the appurtenances belonging to said land, and the parties of the first part bind themselves and their heirs to warrant and defend the right of said land to the party of the First part against the Claim or Claims of all and every person Claiming said lands under the Government of the United States, the parties of the first part have likewise sold and delivered as part of the same trade & for part of the same Consideration the undivided half of all the Negroes originally sold by said party of the second part & their increase to said Warren of the first part & Jno S Gooch. more particularly described in the Deed for the said Negroes made by the party of the second part, to said Warren & Gooch bearing date on the 4th day of March 1835 & Recorded in the Clerks office at Canton on the 11th day of March 1835, in Book of Deeds "C" pages 25 & 26, together with all the present Crop except Cotton the Stock. plantation Tools, and every species of property in any wise appertaining to said plantation; It is expressly provided by these presents that all the property sold by the parties to this Conveyance is to be governed by the written articles between the said Warren of the first part and the party of the second part, and all liens & Deeds of trust which the said Warren of the first part has heretofore made for the payment of Money to the Party of the second part, shall not in any wise be affected or rendered void except on the property hereby Conveyed until the same is expressly Cancelled by the party of the second part,

In testimony of this Deed the parties of the first part have hereunto set their hands and seals on this 20th day of August 1838.

E. B. Warren } seal
Ann Warren } seal

State of Mississippi }
Madison County } Personally appeared before me the undersigned an acting justice of the peace in & for said ~~County~~ State & County Eli B Warren and his wife Ann who severally acknowledged that they signed, sealed and delivered the annexed and foregoing Deed on the day and date therein expressed and for the Consideration therein named. And I also Examined the said Warrens Wife separate and apart from her said husband who acknowledged that she signed the same of her own free Will and Choice uninfluenced by any fear or threat from her said husband.

Witness my hand and seal this 20th Day of August 1838
Oliver H. P. Davis J. P. } seal

Joseph Lusk, Received for Record September 8th & Recorded October 9th 1838

Deed } State of Mississippi }
R.B.W. Fleming } Madison County } This Indenture Made this second day of July A.D. One Thousand Eight hundred and thirty six by Joseph Lusk and Minerva S. Lusk his wife of the County and State aforesaid that for the consideration of the sum of One thousand Dollars to us in hand paid, the receipt and payment is hereby acknowledged do bargain sell and by these presents release unto R.B.W. Fleming of the County and State aforesaid his heirs and assigns all that tract of land known as the West half of the S.E. quarter of Section No thirty two Township No Twelve of Range No four East, containing Eighty acres more or less. the titles of which bearing date the — day of — in the year of our Lord One thousand Eight hundred and thirty — by letters considered to be Patent by the President of the United States, To Have and to Hold together with all and singular the above described premises together with their rights, titles, interest, Privileges and appurtenances whatsoever or in any wise appertaining or thereunto belonging to the above Tract of land, the said Joseph Lusk and M. Lusk his wife do by these presents undertake for themselves their heirs Executors and administrators, to warrant and defend the said tract of land forever unto the said R.B.W. Fleming against all persons lawfully claiming the same or any part thereof

In testimony Whereof We have hereunto set our hands and seals under the day and date above written.

Joseph Lusk {Seal}
Minerva S. Lusk {Seal}

State of Mississippi }
Attala County } Personally appeared before me an acting justice of the Peace in and for said County and State aforesaid the within named Joseph Lusk and Minerva S. Lusk his wife and acknowledged that they signed sealed and delivered the within writing of Bargain and sale from them to R.B.W. Fleming to be their act and deed and the said Minerva S. Lusk being Examined by me separate and apart from her said husband & acknowledged that she executed the same freely of her own accord, without threats, persuasion or Compulsion of her said husband.

Given under my hand and seal this second day of July in the year One thousand Eight hundred and thirty six

Nat H. Felts J.P. {Seal}

The State of Mississippi }
Attala County } I John M. Thompson Clerk of the Probate Court of said County do hereby Certify that Nathan H. Felts whose name is Subscribed to the within Certificate of acknowledgement, was an acting Justice of the Peace in and for said County and that due faith and Credit is due to all of his official acts as such.

Given under my hand and seal of Office at Kosciusko this 21st August AD 1838

{Seal}

Jno M. Thompson Clk

Nathan B. Whitehead, Received for Record September 12th & Recorded October 9th 1838

Deed } State of Mississippi }
Mennecan Hewit } Madison County } Know all Men by these presents that I, Nathan B. Whitehead of the County of Madison and State of Mississippi, for and in consideration of the sum of One Dollar to me in hand paid by Mennecan Hewit of said County and State the receipt whereof is hereby acknowledged do give grant, bargain sell and convey, and by these presents have given granted bargained, sold, aliened, released and conveyed and confirmed unto the said Mennecan Hewit his heirs, administrators and assigns a certain tract or parcel of land situate lying & being in the County of Madison and State of Mississippi aforesaid, and in the South East quarter of Section Number Nineteen, and West half of the North East quarter of Section Number Twenty of Township Seven and Nine

North and Range nine bend five East, Containing Two hundred and forty and twenty five one hundredths acres, together with all and singular the priviledges and appurtenances to the said land in any wise appertaining or belonging. To Have and to Hold the above granted premises to him the said Mennecan Hunt his heirs & assigns, to his and their use and behoof forever, And I the said Nathan B. Whitehead for myself my heirs Executors and Administrators do Covenant to and with the said Mennecan Hunt his heirs & assigns that I am lawfully seized in fee of the afore granted premises that they are free from all incumbrances, that I have good right to sell and convey the same to the said Mennecan Hunt as aforesaid — and that I will and my heirs Executors & Administrators shall warrant and defend the same to the said Mennecan Hunt his heirs and assigns forever against the lawful demands of all persons whatsoever And Mary M. wife of the said Nathan B. Whitehead in Consideration of One dollar to her in hand paid the Receipt whereof she doth hereby acknowledge doth hereby release to the said Mennecan Hunt her heirs and assigns all her right and title of Dower in the aforesaid premises.

In testimony whereof I the said Nathan B. Whitehead and Mary M. my wife have hereunto set our hands and affixed our seals this the Seventh day of July Anno Domini Eighteen hundred and thirty Eight

Witness

N. B. Whitehead (seal)
Mary M. Whitehead (seal)

State of Mississippi }
Madison County } Personally appeared before me James M. Baker an acting Justice of the Peace in and for said County the above named Nathan B. Whitehead and Mary M. his wife who acknowledged that they signed sealed and delivered the foregoing as their act and deed, on the day and year above written. And for the purposes therein specified, And the said Mary M. wife of the said Nathan B. Whitehead, being by me examined separately and apart from her said husband, and the Contents thereof being first made known to her acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely & of her own accord, without any fear threats or Compulsion of her said husband,

Given under my hand & seal this the Seventh day of July A.D. 1838

James M. Baker, J.P. (seal)

M. L. McKie } Received for Record 12th September & Recorded 10th October 1838
Sled
L. C. Napier } The State of Mississippi }
Madison County } Know all men by these Presents that We Michael L. McKie and Margaret his wife of the County and State aforesaid in Consideration of the sum of Two hundred & fifty Dollars to us in hand paid by James C. Napier of the same County and State the receipt whereof is hereby acknowledged, have granted bargained sold and released, and by these presents do grant, bargain sell and release unto the said James C. Napier his heirs and assigns forever, the following parcel of land lying and being in the County and State aforesaid, and known in the Plat of lands in and for the Choctaw District of lands in said State and County as being the South half of Lot No 3 lying in the East half of the North East quarter of Section 6. Township 9. Range 4 East, situate within the Corporate limits of the Town of Sharon — Containing five acres — together with all and singular the hereditaments and appurtenances to the said premises belonging or in any wise appertaining. To Have and to Hold the above described and hereby granted premises with the appurtenances unto the said James C. Napier 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 James C. Napier his heirs and assigns and against all and every Person or persons whomsoever

lawfully or Equitably claiming or to claim the same or any part thereof.

In testimony whereof we the said Michael T. McRie and Margaret his wife have hereunto set our hands and affixed our seals this 9th day of July in the year of our Lord Eighteen hundred and thirty Eight

M. T. McRie {seal}
Margaret McRie {seal}

State of Mississippi }
Madison County } Personally appeared before me the undersigned an acting Justice of the Peace in and for said County and State aforesaid M. T. McRie and Margaret McRie who acknowledged that they signed sealed and delivered the forgoing Deed to be their act and deed. And the said Margaret McRie wife as aforesaid after being examined by me separate and apart from her said husband acknowledged that she relinquishes all her right of Dower in and to the forgoing described premises.

Given under my hand this 17th day of July 1838

James M. Baker J.P. {seal}

Kinsman Divine } Recorded for Record 12th September 1838 & Recorded 10th October 1838.
Deed
Asa Coleman } This Indenture written May twenty third in the year of our Lord One thousand Eight hundred and thirty Eight Between Kinsman Divine & Elizabeth Divine his wife of the one part & Asa Coleman of the other part, all of the County of Madison & State of Mississippi Witnesseth that the party of the first part for and in Consideration of the sum of Four hundred Dollars to them in hand paid by the party of the second part. the Receipt whereof is hereby acknowledged do grant, bargain sell convey and confirm unto the party of the second part all and singular that tract or parcel of land lying and being in the County of Madison and State of Mississippi known by the following description, Viz the East half of the South West quarter of Section thirty five Township Ten Range three East, Containing Eighty acres be there more or less. And the said Kinsman Divine & Elizabeth Divine his wife do for themselves their heirs and assigns covenant and agree with the said Asa Coleman that they have good right and lawful authority to sell the above described land. the right title and claim of which land they bind themselves their heirs and assigns to warrant and defend unto the said Asa Coleman his heirs and assigns against the claims of all persons either claiming or to claim any part or all thereof.

In Witness whereof we have signed our names and put our seals

N.B. The Eighth and Ninth lines are interlined before acknowledged (Viz) "Four hundred dollars" substituted for "Two thousand and Eighty Dollars".

Kinsman Divine {seal}
Elizabeth Divine {seal}

Attest A. J. Brown

State of Mississippi } Personally appeared before the undersigned an acting Justice of the
Madison County } Peace in and for said County Kinsman Divine and Elizabeth Divine his wife who acknowledged that they signed sealed and delivered the within deed on the day and year therein mentioned as their act and deed. And the said Elizabeth Divine his wife as aforesaid after being examined by me separate and apart from her said husband acknowledged that she relinquishes all her dower to the descri-bed premises and signed the said deed voluntary and with-fear reward or compulsion of her said husband.

Given under my hand this 20th day of June 1838

James M. Baker J.P. {seal}

John C. Gillespie } Received for Record & Recorded 10th October 1838
Deed
A. C. Gillespie et al } This Indenture Made and entered into on this Eighth day of October in the year of Our Lord One Thousand Eight hundred and thirty Eight Between John C. Gillespie of the County of Madison and State of Mississippi of the first part, and Allen C. Gillespie William E. Gillespie and Thomas H Gillespie all of the County of Madison and State aforesaid of the second part Witnesseth That the said John C. Gillespie of the first part. for and in consideration of the Sum of Four Thousand Dollars to him in hand paid by the said Allen C. William E. & Thomas H Gillespie of the second part, the Receipt whereof is hereby acknowledged, hath bargained Sold and Conveyed, and do by these presents bargain Sell and Convey unto the said parties of the second part. their heirs and assigns forever, the undivided three fourths part of the following described tract or parcel of land situated lying and being in the County of Madison and State of Mississippi To Wit. The North West quarter, and the West half South West quarter of Section No thirty four, and the North East quarter and East half South West quarter of Section No thirty three all in Township No Eleven of Range No four East Containing Four hundred and Eighty Acres More or less. Together with all and singular the hereditaments and appurtenances thereunto belonging. To Have and To Hold the above described land and premises unto the said Allen C. William E. & Thomas H Gillespie their heirs and assigns forever.

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

J. C. Gillespie (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County ss } Clerk of the Probate Court of said County the above named John C. Gillespie 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 10th Day of October A.D. 1838

John T. Cameron Clerk

Asa Coleman } Received for Record September 12th & Recorded 11th October 1838
Deed
Kinsman Divine } This Indenture Made the twenty fifth day of May in the year of our Lord One Thousand Eight hundred and thirty Eight. Between Asa Coleman and Mary A. Coleman his wife of the One part, and Kinsman Divine of the other part, all of the County of Madison and State of Mississippi Witnesseth: That the said Asa Coleman and Mary A. Coleman his wife for and in Consideration of the Sum of Fourteen Thousand Seven hundred dollars to them in hand paid by the said Kinsman Divine, the Receipt whereof is hereby acknowledged, do grant, bargain, sell, convey and confirm, unto the said Kinsman Divine, his heirs and assigns forever, a Certain tract or parcel of land lying and being in the County and State aforesaid Known as here described Viz The South West quarter of Section thirty four, the East half of the North West quarter, the West half of the South East quarter, together with a fraction of the East half of the South East quarter, containing fifty acres, Cut off the said Eighth by a line running from the Centre of the East line of said Eighth. North forty five Degrees West, to the South East Corner of the West half of the South East quarter and also forty acres of the West half of the North East quarter, being the South West half of said Eighth. Known by a line running from the South East corner of said Eighth, in a straight line to the North West Corner, all being in Section thirty four

Township Ten. Range Three East containing four hundred and twenty acres more or less. And the said Asa Coleman and Mary A. Coleman his wife do for themselves, their heirs Executors, administrators and assigns covenant and agree with the said Kinsman Divine his heirs and assigns that they will defend, and do hereby bind themselves, their heirs and assigns to warrant, and forever defend the above mentioned tract or parcel of land against the claims of all persons whatever either in law or Equity — In Witness whereof we have hereunto set our hands and affixed our seals day and date above written,

Asa Coleman {Seal}
Mary A. Coleman {Seal}

State of Mississippi }
Madison County } Personally appeared before the undersigned an acting Justice of the peace in and for said County and State aforesaid Asa Coleman and Mary A. Coleman his wife who acknowledged that they signed sealed and delivered the within deed the day and year therein mentioned as their act and deed, And the said Mary A. Coleman his wife as aforesaid after being examined by me separate and apart from her said husband acknowledged that she relinquished all her right of Dower to said described premises voluntary without fear threats or reward of her said husband,

Given under my hand and seal this 28th Day of June 1838
James M. Baker J. P. {Seal}

Saml V. Mitchell }
Power of Attorney }
D. Mitchell } Recieved for Record 17th September & Recorded 11th October 1838

Know all Men by these Presents, that I Samuel V. Mitchell of Madison County have nominated constituted and appointed Dimmies Mitchell my true and lawful attorney for me and in my name place and stead to do and transact any business for me which may or might be necessary for me to do were I present in person Also for me and in my name generally to do and transact for me all and any such business as my said Attorney may think proper, Also for me and in my name to sign seal and deliver any such Bond or instrument of writing as he may deem necessary for me and in my name,

In testimony whereof I have hereunto set my hand and seal this 7th day of May A.D. 1838,

Saml V. Mitchell {Seal}

The State of Mississippi } Personally appeared before me James Roach a justice of the
Madison County } Peace of said County the above named Samuel V. Mitchell who acknowledged that he signed sealed and delivered the foregoing Power of attorney on the day and year therein mentioned as his act and deed.

Given under my hand and seal this 7th day of May A.D. 1838
J. Roach J. P. {Seal}

S. Silverberg & Co }
Deed }
Wesley Drane } Recieved for Record September 21st & Recorded 11th October 1838

This Indenture Made this the nineteenth day of September Eighteen hundred and thirty Eight Between Solomon Silverberg and Sarah his wife, and Charles S. Searles and Caroline R. his wife of the County of Madison and State of Mississippi of the first part, and Wesley Drane of the County and State aforesaid of the second part, Witnesseth that the party of the first part in and for the Consideration of the sum of One Thousand Dollars in hand paid by the said Wesley Drane the receipt whereof is hereby acknowledged, have granted bargained sold and conveyed and by these presents do grant, bargain, sell, and convey unto the said Wesley Drane his heirs and

assigns forever, the South Corner of lot Number Two in Square Number Eight bounded as follows, to Wit. Beginning at the South Corner running North on Liberty Street Twenty feet, thence due East, Two hundred feet thence due South Twenty feet Thence due West Two hundred feet to the Corner of the beginning lying and being in the Town of Canton in the County of Madison and State of Mississippi, all of which more fully appears by reference to the plan of said Town, together with all & singular the appurtenances in any wise belonging to said Premises, To Have and to Hold the Same unto the said Wesley Drane his heirs and assigns forever, And the said Party of the first part, do Covenant and agree with the said Wesley Drane his heirs and assigns. That the premises above mentioned are now free and shall hereafter remain free from all and every former gift grant. Bargain and sale done or suffered to be done by the party of the first part And that they bind themselves their heirs. Administrators and Executors, unto the said Wesley Drane his heirs Executors and administrators to warrant and forever defend the above mentioned Premises from the Claim or Claims of any and every person or persons whatsoever by these presents,

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

S. Silversberg {seal}
Sarah. Silversberg {seal}
Chas J. Searles {seal}
Caroline R. Searles {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 Solomon Silversberg and Sarah his wife. Charles J. Searles 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 Sarah the Wife of said Solomon Silversberg and Caroline R. the Wife of Charles J. Searles after being by me Examined separate and apart from their said husbands and the Contents of said Deed having been made Known to them, acknowledged that they signed sealed and delivered the same as their voluntary act and Deed freely and of their own accord and without the fear threats or compulsion of their said husbands. for the purpose therein specified

Given under my hand and seal of Office at Canton this 21st Day of September A.D. 1838

{Seal}

John T. Cameron Clerk

John Crossell } Received for Record September 25th } Recorded October 13th 1838
And } State of Mississippi }
Jacob M. Cobb } Madison County } Know all men by these presents that I John Crossell and Sarah his wife of the County and State aforesaid for and in consideration of the sum of Two hundred and fifty Dollars to us in hand paid by Jacob M. Cobb of the County and State aforesd the receipt whereof is hereby acknowledged, do by these presents grant. Bargain. sell and Convey unto the said Jacob M. Cobb his heirs and assigns the following described tract or parcel of land lying and being in the County & State aforesd and known and designated as the N 1/2. W 1/2. N W 1/4 of Section 15 of Township 10 Range 5 East, Containing 40 acres More or less. To Have and to Hold the above granted premises with the Privileges and appurtenances thereunto belonging or in any wise appertaining unto the said J. M. Cobb. his heirs and assigns to his and their use and behoof forever, And I the said John Crossell and Sarah his wife for our selves our heirs Executors and Administrators do hereby Covenant with the said J. M. Cobb. his heirs and assigns that we are lawfully seized in fee of the above granted Premises and

that they are free from all incumbrances & that we have a good right to sell and convey the same to the said J. M. Cobb as aforesaid, and that we will and our heirs Executors and Administrators shall warrant and defend the same against the lawful claims and demands of all persons whomsoever,

In Witness whereof we have hereunto set our hand and affixed our seals this 30th Day of December 1836.

Signed sealed & in presence of
John Fausett
William H Warren

John Crosswell {seal}
Sarah Crosswell {seal}

The State of Mississippi } Personally appeared before the undersigned Justice of the Peace in
Madison County } & for said County John Crosswell who acknowledged that he signed sealed & delivered the within deed the day & year before written, Also appeared at the same time Sarah Crosswell wife of John Crosswell who acknowledged that she signed sealed & delivered the foregoing deed freely & voluntarily without fear, threat or compulsion of her said husband.

Given under my hand & seal this fifth June 1838
Oliver H. P. Davis J. P. {seal}

George B. Wilds } Received for Record September 29th & Recorded October 13th 1838
And
William Whitney } This Indenture Made and entered into this twenty fifth day of September One thousand Eight hundred and thirty five Between George B. Wilds of Yallobusha County State of Mississippi of the one part, and William Whitney of the County of Madison and State aforesaid of the other part, Witnesseth that for and in consideration of the valuable sum of Three thousand six hundred Dollars in hand paid to said George B. Wilds by the said William Whitney the receipt whereof is hereby acknowledged the sd George B. Wilds has this day bargained sold aliened, reconveyed and Confirmed, and doth by these presents, bargain sell alien, reconvey and Confirm unto the said William Whitney one half of a Certain tract or parcel of land being situate in the County of Madison and State aforesaid known and designated as follows (Viz) the North East quarter of section number thirty-six Township Nine, Range Two West, and District of Choctaw, Containing by Computation One hundred and sixty acres, the same more or less, And the East half of the South East quarter of section Number Thirty six Township Number Nine, Range Number Two West, Containing Eighty acres the same more or less, also One half of another tract of land designated as follows, (Viz) The West half of the North East quarter of section One Township Eight Range Two West, and the South half of the East half of the North West quarter of section One Township Eight Range Two West, Containing forty acres, And the North half of the West half of the South East quarter of
of Township Nine Range Two West, Containing Thirty nine acres, 97/100 be the same more or less, To Have and to Hold the above described and bargained premises together with all and singular the rights emoluments, hereditaments and hereditaments thereunto belonging, to the only use and behoof of him the sd William Whitney his heirs and assigns forever, and the sd George B. Wilds doth further bind himself his heirs warrant and forever defend the title hereof against the legal claim or claims of each and every person or persons whatever,

In testimony whereof the said George B. Wilds has hereunto set his hand and affixed his seal the day and year above written,

Done in presence of
Test B. H. Rawlings
B Rawlings

George B. Wilds {seal}

State of Mississippi } Personally appeared before the undersigned Justice of the Peace
Madison County } in and for said County J. H. Rawlings and being sworn says that, says that he saw George B. Wilds sign the above Deed and was a subscribing Witness thereto.

J. H. Rawlings

Sworn to and subscribed before me this 29th September 1838
L. L. Salmon J.P.

Wm. H. Steger et al } Received for Record 6th & Recorded 13th October 1838
Appointment of Trustee
John. G. Ott } Know all men by these presents that I William H. Steger for my self & on the part of Andrew J. Hardy & Ethelbert Willson who are Mortgagees & I Thomas O. McDonald for myself, on the part of Riddick S. Hunter & John H. Walker who are Mortgagees in a certain Deed made on the seventh day of September Eighteen hundred & thirty seven & registered in the office of the Clerk of the Probate Court of Madison County on the Twentieth of September Eighteen hundred & thirty seven in Book E pages 136 & 137 do hereby constitute & appoint as we are authorized in said Deed to do John. G. Ott Trustee therein & Successor to Gerard W Craine, to do and perform all things which the said Gerard W Craine was authorized to do by said Deed,
Witness our hands & seals this 6th day of October 1838
W. H. Steger {Seal}
Tho O. McDonald {Seal}

I do hereby accept the appointment of Trustee in said Deed & will perform the duties thereof as therein Provided
Witness My hand & seal this 6th Octo AD 1838
John G. Ott {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County ss } of the Probate Court of said County the above named William H. Steger Thomas O. McDonald and John G. Ott who severally acknowledged that they signed sealed and delivered the foregoing written instrument as their act and deed on the day and year and for the purposes therein specified
Given under my hand and seal of Office at Canton this 6th Day of October AD. 1838

John T. Cameron Clerk

J. F. H. Claiborne } Received for Record 6th & Recorded 15th October 1838
Articles of Agreement
Saml. M. Puckett } This agreement made between John F. H. Claiborne of Madison County, Mississippi of the one part and Samuel M. Puckett of Rankin County and State aforesaid of the other part, Witnesseth that said Claiborne agrees to sell to the said Puckett the plantation on which said Claiborne now resides near Madisonville containing Twenty two hundred and Eighty acres More or less. designated as follows. Viz" The Hickory Barrens tract" Consisting of Section Number 29. The West half of the N.W. and S.W. quarters and the North half of the East half of the S.W quarter of Section Number 28. The N.E. quarter of Section Number 30. the N.E quarter, and the E½ of the S.E ¼ of Section Number 32, all in Township Number 8 of Range Number 3 East, "And the Shaw tract Consisting of the West ½ of Section Number 21. the West ½. East ½ and South East ¼ of Section Number 20. the South West ¼ of Section Number 17. the East ½. North East ¼, and East ½ of the S.E ¼ of Section Number 18. all in Township and Range aforesaid. Also the following Negroes. Slaves for life, to Wit, Brown, Isham, Tom Fop, Fordoie, Manuel, David, Aaron, Lizzie, Isaac, Rochester, Randal, Sam Sally, Barnet, Gilbert, Anderson, Dudley, John, Freeman Jackson, Harry, Shadrac, Hezekiah, Burton, Gabriel, Oliver, Scott, Davy, Henry

Susan, Ephsy, Big Fanny, Amy, Big Sally, Patsy, Big Nancy, Ann, Maggy, Julia Ann & Child, Milly, Frankey, Martha, Quentina, little Fanny, Mary, Betsy, Liggy, Liana, Charity, little Nancy, Charlotte, Polly, Celia Ann, Mima, Isabella, Philly, Harriet, little Sally, Silas & Rachel, being Sixty in Number, for the following consideration, and upon the following terms to wit, In the first place it is agreed, that said Claiborne sells said property to said Puckett, for Five thousand Dollars in Northern funds, payable in hand, and fifty thousand Dollars, payable in twelve Months from the first of June 1838, to be paid in Philadelphia or New York Cities, The said Claiborne is not to give a title to said property until after the payment of said Consideration, said Claiborne is to make to said Puckett a good and sufficient title with general Warranty to said land and Negroes; And it is also further understood, and said Puckett hereby agrees to and binds himself to said Claiborne, that in the event, the said fifty thousand Dollars is not paid Punctually as provided for by this agreement, the said Puckett is to forfeit and pay to said Claiborne his heirs Executors or administrators the sum of Ten thousand Dollars, as an Amount agreed upon between the parties as liquidated damages, for the breach of this Contract, and also said Contract is to be void and incapable of being enforced, as though it had never been made, For the five thousand dollars mentioned as being the payment in Northern funds in hand, the said Puckett has given the said Claiborne a Check drawn by the Mississippi & Alabama Rail Road Company upon the United States Bank Phila. for Five thousand dollars, dated at Brandon Mi June 8th 1838, Numbered 288, payable to, and endorsed by, said Puckett the Payment of which Check at sight and upon presentment to the said Bank the said Puckett hereby guarantees, It is further agreed between the said parties that said Puckett may draw a Bill of Exchange for Twenty five thousand Dollars upon the House of Byrne & Humphreys of the City of Philadelphia in twelve Months from the first day of June 1838, in said City, and also a Bill of Exchange for Twenty five thousand Dollars and Interest added at Eight percent for twelve Months, making the Sum of Twenty Seven thousand dollars upon the aforesaid house in the said City of Philadelphia, payable in said City in Twenty four Months from the first day of June 1838, and upon the acceptance of the said Bills of Exchange by said House and the payment of the said Check of Five thousand Dollars, the said Claiborne agrees to make to said Puckett a good and sufficient title with general warranty to said land and negroes, upon a demand and reasonable Notice by said Puckett for that purpose, And on the performance of this part of the agreement, the Stipulation as to the payment of the sum of Fifty thousand Dollars in Twelve Months from the first of June 1838 and the forfeiture of Ten thousand Dollars for failure, is to be void. For the true and faithful performance of all which the said parties hereby bind themselves to each other in the Penal sum of One hundred thousand Dollars.

Given under our hands and Seals this 15th day of June 1838.

John F. H. Claiborne {Seal}
S. M. Puckett {Seal}

attest
H. A. Garrett.

State of Mississippi } ss.
Madison County }

Personally appeared before me Henry Garrett Esquire a justice of the Peace of said County the within named Henry A Garrett the subscribing Witness to the within deed who being first duly sworn deposeth and saith that he saw the within named John F. H. Claiborne and S. M. Puckett whose names are subscribed thereto sign seal and deliver the same, each a counter part to the other, to wit the said Puckett this deed to said Claiborne & the said Claiborne a counter part thereof to said Puckett as their act and deed of said parties for the purposes therein mentioned, and that he this Deponent subscribed his name as a witness thereto in presence of said parties & at their request on the day and year therein named.

Given under my hand

and seal this 6th day of October 1838

Henry Garrett S. P. {Seal}

E. F. Divine } Received for Record & Recorded October 15th 1838
Deed }
W. & G. C. Smith } This Indenture Made this 30th Day of August 1838 Between Ebenezer F. Divine of the County of Madison & State of Mississippi of the One part, and Williamson Smith of the County of Maury and State of Tennessee and Gabriel C. Smith of the County of Madison & State of Mississippi a.d. of the other part. Witnesseth. That the said Divine & wife in consideration of the sum of his Will of the first part for & in Consideration of the sum of Eight thousand four hundred Dollars to them in hand paid by the said Smiths, the receipt whereof the s.d. Divine & Wife do hereby acknowledge, have Bargained & sold and by these Presents do Bargain sell, alien & Convey to the said Smiths as joint tenants the following described land with all & singular the appurtenances & hereditaments thereunto appertaining situate in the said County of Madison & State a.s.d. and known designated & described as follows, to wit, the West half of the South West quarter of Section No. Twenty Eight, and the South half of the East half of the North West quarter, and the South half of the West half of the North East quarter, and East half of the South West quarter & the South East quarter of Section No. Twenty Nine and the North West quarter, of Section No. Thirty Three all in Township Ten & Range four East, To Have & to Hold to the said Williamson & Gabriel C. Smith as joint tenants their heirs & assigns forever, And the said Divine & Wife do hereby Covenant to & with the s.d. Smiths that they are seized & possessed of a good sure & indefeasible right & title in & to the a.s.d. land & that they have good & lawful right to sell and convey the same, & they do further covenant to & with s.d. Smiths to warrant & forever defend the right & title in & to the same free from the Claim right & title of all & every person or persons whatsoever,

In testimony of Which the s.d. Divine & his wife have hereto put their names & affixed their seals the day first written.

E. F. Divine {Seal}

A. F. Divine {Seal}

State of Mississippi } s.s.
Madison County }

Ebenezer F. Divine this day Personally appeared before me James M. Baker a justice of the Peace in & for the County a.s.d. & acknowledged that he signed sealed & delivered the foregoing Deed for his act & Deed & the s.d. wife of s.d. Divine having been by me examined separate & apart from her s.d. husband Privately & I having read over & explained the same to her she acknowledged that she voluntarily signed sealed & delivered the same without the Coercion, persuasion or threats of her s.d. husband.

Given under my hand & seal this 3d day of October 1838

James M. Baker J. P. {Seal}

Richard A. Chick } Received for Record 8th & Recorded 19th October 1838
Deed }
Thomas Shackelford } This Indenture, Made the Sixth day of October in the year of Our Lord One thousand Eight hundred and Thirty Eight Between Richard A. Chick of the County of Madison in the State of Mississippi of the One part, and Thomas Shackelford of the same County and State of the other part, Witnesseth that the said Richard A. Chick of the first part for and in Consideration of the sum of twelve hundred Dollars to him in hand paid by the said Thomas Shackelford of the Second Part, at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, and the said Thomas Shackelford of the second Part, — Heirs Executors and Administrators forever released and discharged

therefore, by these presents he granted, bargained, sold, conveyed and confirmed, and by these Presents doth grant, bargain, sell convey and confirm unto the said Thomas Shackelford of the second part, his heirs and assigns forever All that lot or Parcel of land lying and being in the Town of Canton, County and State aforesaid known and designated as Lot No Two in Briscoes survey of Town lots said lot facing One hundred feet on Liberty Street, and running back along Fulton Street Two hundred feet to the North East Corner of Gilmer & Wade Lot! thence along said lot South One hundred feet, and thence East Two hundred feet to the beginning upon Liberty Street. the said lot being the same purchased by the said party of the first part, from Lewis Jane Briscoe of said County, and conveyed by them unto the party of the first part, as will more fully appear by reference to a Deed of Conveyance of said lot of Date the 6th January 1837, Recorded in Probate Clerks Office Madison County in Book C. page 67 & 8, to gether with all and singular the appurtenances, hereditaments, Privileges and advantages whatsoever unto the above described Premises, belonging, or in any wise appertaining:- And also all the Estate, right, title interest, and property and Claim whatsoever either at law or in Equity, of him the said Richard A. Chick of, in and to the same: To Have and to Hold the above granted, bargained and described Premises with the appurtenances, unto the said Thomas Shackelford of Second Part his heirs and assigns forever, And the said Richard A Chick for himself - heirs Executors and Administrators do the Covenant, grant Promise and agree to and with the said Thomas Shackelford of Second Part, his heirs and assigns, that he the said Richard A Chick and his heirs, the above described and hereby granted Premises and every Part thereof, with the appurtenances unto the said Thomas Shackelford and his heirs and assigns, against the said Richard A Chick his heirs and assigns and against all persons lawfully or Equitably claiming or to Claim said Premises, or any Part thereof, shall and will Warrant and by these Presents forever defend.

In Witness Whereof the said Richard A. Chick hath hereunto set his hand and seal the day and year above written.

signed Sealed and Delivered in the Presence of
Edwd. D. Ward

Richard A. Chick [Seal]

The State of Mississippi } Personally appeared before me the undersigned Clerk
Madison County } ss } of the Probate Court in and for said County Richard
A Chick whose name is subscribed to the written and foregoing Deed of Conveyance, Who acknowledged that he signed sealed and delivered the written and foregoing Deed as his act and Deed for the purposes therein specified on the day and year therein written.

Given under My hand and seal of Office at Canton
this 8th Day of October A.D. 1838

[Seal]

John T. Cameron Clerk

Allen Walker } Filed for Record 9th } Recorded 20th October 1838
Deed } The State of Mississippi }
Samd McCally } Yalobusha County } To all to Whom these Presents shall Come. Greeting;

This Indenture made this twenty third day of December in the year of Our Lord Eighteen hundred and thirty five Between Allen Walker of the County and State above named and Samuel McCally formerly of the County of Madison and State aforesaid (Now of the Chickasaw Purchase) witness that the said Allen Walker for and in Consideration of the sum of One thousand dollars to me in hand paid by the said Samuel McCally the receipt whereof is hereby duly acknowledged, do bell and forever quit Claim, and by these Presents do bargain

sell deed and convey to the said Samuel McCally a certain tract or parcel of land situate, lying and being in the County of Madison on Doakes Creek in the State aforesaid, designated and known on the Map of survey as the North East quarter of Section No Thirteen of Township No Ten of Range No Three East, sold at Mount Salus containing One hundred and fifty acres More or less. To Have and to Hold to the said Samuel McCally his heirs and assigns forever, And I the sd Allen Walker for Myself My heirs and assigns do by these Presents guarantee warrant, and forever defend the right title and interest of the above Mentioned and described Premises to the sd McCally his heirs and assigns forever,

In testimony Whereof I hereunto set My hand and affix my seal on the day and year above stated in

In Presence of
Francis Clement
Geo A. Thompson
H. V. Edmund

Allen Walker (Seal)

Know all Men by these Presents that I Martha Ann Walker for and in Consideration of the Sum of five Dollars to me in hand paid by the said Samuel McCally the receipt thereof is hereby acknowledged do hereby relinquish all title & Claim to & for Dower in the above granted land resulting to she as the wife of Allen Walker the Grantor in the foregoing Deed.

Given under My hand & seal this 23rd December 1835

Martha A. Walker (Seal)

The State of Mississippi } Personally appeared before me John Boon an acting
Yalobusha County } Justice of the Peace for said County & State Martha Ann
Walker the wife of Allen Walker and after being Privately examined by me
separate and apart from her husband acknowledged that she executed the above
relinquishment freely Without any threat or Compulsion from her husband.

Given under My hand & Seal this 23rd December A.D. 1835

J. Boon J.P. (Seal)

The State of Mississippi }
Madison County } Personally appeared before the undersigned Clerk of
the Circuit Court in and for said County Allen Walker and acknowledged
that he signed sealed and delivered the foregoing Deed on the day and year
therein Mentioned as his own proper act and Deed.

Given under My hand and seal of said Court this 30th
day of December 1835

(Seal)

S. D. Livingston Clk

The State of Mississippi } I Davidson M. Rayburn Clerk of the Probate Court in
Yalobusha County } and for said County do hereby Certify that John Boon
whose name is subscribed as a justice of the Peace to the Certificate of
acknowledgement of Martha Ann Walker the Wife of Allen Walker is and
was at the time of signing the same an acting justice of the Peace in and for
said County and that faith and Credit should be given to all his Official
act as such.

Given under My hand and Seal of office this
5th Day of October A.D. 1838

(Seal)

D. M. Rayburn Clk

John Shrock } Received for Record 25th & Recorded 25th October 1898
Mortgage } State of Mississippi
Real Hinds County }

This Indenture, Made and entered into this Seventeenth day of October in the year of Our Lord One thousand Eight hundred and Ninety Eight by and Between John Shrock 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 John Shrock 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 Four hundred and thirty seven 22/100 Shares, of One hundred Dollars each, making in the whole amount the sum of Forty three thousand Seven hundred and twenty Dollars, and the said John Shrock 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 unencumbered Real Estate, specified by the party subscribing for said Stock; And, Whereas the said John Shrock 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 John Shrock 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 John Shrock 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, Certain Tracts or Parcels of land lying and being in the County of Madison and State of Mississippi and Containing by estimation Twenty One hundred and Eighty Six 14/100 acres and More Particularly known and described in the general Plan of the Columbus Land District in the said State, viz, By the S.W¼ of S.E¼ and the N.W¼ of Section No 4, The East half of the N.E¼, and East half of the S.E¼ Section No 5, The N.E¼ of Section No 5. (The North half, The East half S.W¼, & West half, the S.W¼, of Section No 3) The N.E¼ of Section Four, The West half of the N.E¼ and West half of the S.E¼ of Section No 5, The N.W¼ of Section No 10, and all in Township Eleven N Range five East, and also the North half of Section Nine Township & Range as aforesaid, 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 John Shrock his heirs and assigns: To Have and to Hold the said described lots or Parcels of land, with the hereditaments and appurtenances unto the said President and Directors and their successors as aforesaid, to the only Proper use and behoof of the said President and Directors and their Successors in office as aforesaid forever. Provided, Nevertheless, if the said John Shrock his heirs Executors and administrators shall well and truly pay off, discharge and satisfy the Bond aforesaid signed, sealed and delivered by the said John Shrock 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 John Shrock, 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 henceforth 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 reverse notwithstanding, But upon a failure to do and Perform any of the things herein specified. by the said John Shrock his heirs Executors. administrators or assigns this Indenture shall remain in full force and effect in law and Equity, and the said John Shrock 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 John Shrock has hereunto signed his name and affixed his seal the day and year first above Written.

John Shrock (seal)

State of Mississippi } Know all Men by these Presents that I Celia Shrock wife of the
Madison County } Within named Grantor John Shrock do by these Presents Remise Release and forever Quit Claim to all and singular any Dower to which I may be entitled out of the within described Lands, tenements and hereditaments therein Conveyed by John Shrock my said husband to the President & Directors of the said Real Estate Banking Company of Hinds County and their Successors in Office as they shall be elected or appointed, from me my heirs Executors administrators and assigns forever. Given under My hand and seal this 23rd day of October 1838

Celia Shrock (seal)

State of Mississippi } Personally appeared before me the undersigned One of the
Madison County } Members of County Police in & for said County the Within named John Shrock and acknowledged that he signed sealed and delivered the Within Deed as his own act and deed on the day and year therein Mentioned and for the Purposes therein specified, Also appeared before me the above named Celia Shrock wife of the said John Shrock and being examined by me separate and apart from her husband acknowledged that without any fear threat or Compulsion on the part of her husband she voluntarily signed sealed and delivered the above Release of Dower as her own voluntary act and deed.

Given under My hand and seal this 23rd day of October 1838

David Ford (seal)
One of the Members of County Police in and for Madison County -

Geo. W. Terrill } Received & Recorded October 27th 1838
Articles of agreement
Henry A. Garrett Et. Al. } This Indenture Made and entered into this 25th day of October 1838 Between George W. Terrill of the One Part and Henry A. Garrett of the other part Witnesseth That Whereas the said Terrill is indebted to the firm of Briggs Lacaste & Co in the sum of $24.018.54 per Principal and in the further sum of $3.666.77/100. interest thereon up to the 1st day of October 1838 which has been Placed in the hands of said Garrett for adjustment. Security & Collection. And the said Briggs Lacaste & Co are willing to extend indulgence to said Terrill to enable him to pay and discharge the said debt, upon his paying the interest on the said Principal, and securing the payment of said Principal & interest to the satisfaction of the said Briggs Lacaste & Co to be made in instalments of $5.577.86/100. each. The first to fall due on the 1st day of March 1840 the Second on the 1st of March 1841. the 3rd on the 1st of March 1842, the fourth on the 1st of March 1843. and the fifth & last on the 1st day of March 1844. Now to enable the said

Terrill & Garrett to make an arrangement for the security of the Payment of said Debts or instalments as they fall due which will be satisfactory to said Briggs Lacoste & Co. upon the final closing & settlement of this business. This agreement and sale of the Property herein after Mentioned is made and entered into for and in Consideration of Which & for the purposes aforesaid and for the further Consideration of Ten Dollars by said Garrett to said Terrill in hand paid the said Terrill hereby sells and Conveys unto the said Garrett the following Negroes. Slaves for life to wit. Andrew. Isaac. Porter, Henry. Tom. Henry Jr & Andy a small Boy all Males. Grace. Kitty Sally. Amanda. Josiah. Reny. Polly & Caty females all of Which are now in the County of Madison on the Place this year, rented & Cultivated by said Terrill the legal title and Possession to all which Slaves is hereby invested and declared to be in said Garrett, But the said Garrett hereby agrees to Permit the said Slaves to remain upon said Plantation until the said Terrill is enabled to gather his Present years Crop the said Terrill being under a Contract with his Partners in said Crop. Becky Newman to let said Slaves remain at and until said Crop is gathered, also Rambo a Male Slave now in Yazoo, the legal title & Possession to which said last Mentioned Slave is also declared to be in the said Garrett, But he agrees to Permit said Slave to remain on a Plantation in Yazoo County now owned & Cultivated by said Terrill & Lamb jointly until the gathering of their Present Crop is completed, the said Terrill being under a Contract with said Lamb to that effect, also all the interest of the said Terrill in and to 26 Negro Slaves now on the Plantation in Yazoo County Purchased by said Terrill & Lamb of Riley Tolles, which said interest Consists of the one half of said Slaves after the the Payment of the Consideration as will appear by reference to an article of agreement entered into between the said Riley Tolles, said Terrill and Lamb in the Month of January 1835. the other half belonging to the said Lamb. Subject to said Consideration. Also Lewis a Male Slave. Mary and Lilla & her Child now on the said Plantation & jointly owned by said Terrill & Lamb the one half of which said Negroes, is the interest of one half thereof is hereby Conveyed & invested in said Garrett, Also said Terrill hereby agrees to sell and hereby sells and Conveys to said Garrett & his heirs all his interest in and to the said Plantation in Yazoo County bought by him & said Lamb jointly of said Tolles. Containing Eight hundred and forty acres, the interest of said Terrill hereby Conveyed being the one undivided half of said land Subject nevertheless to the Consideration yet to be paid therefor, all which will More fully appear by reference to said Articles of agreement, now in the Possession & keeping of C. C. Shackelford Esq. of Canton. And said Terrill hereby agrees and undertakes to and with said Garrett that he said Terrill will Cause or Procure to be made to him against the first day of January next a good and indefeasible title in fee Simple to the whole of said tract of 840 acres of land aforesaid free from incumbrances, upon the Performance of Which the said Garrett is to assume & undertakes the payment of the said Debt to said Briggs Lacoste & Co in instalments as Mentioned to fall due in the former part of this Indenture, It is understood that in the Execution of these agreements the said land is to be rated at $21.000. and the balance of the amount of said instalments consisting of $11.889 22/100 will be made up of Mine of the aforesaid Negroes or others to be placed in their stead at that time (including Lewis the Blacksmith & his tools not Mentioned before in this Indenture, but is now owned by said Terrill & is to be the Property of said Garrett upon Making him a title to said land) at $1.000 & for the balance to be made up of the Corn Stock &c on the Place, And the balance of the Property hereby Conveyed it is understood shall & may be disposed of by said Garrett in aiding the said Terrill to Procure for him the title to said land, in order to secure the ultimate Payment of said Debts, It being the object of the Parties before Mentioned to secure the ultimate Payment of said Debts & to secure to the said Garrett a good title in fee simple unincumbered to said land, And the said Briggs Lacoste & Co by their agent

Dunmer Mitchell hereby become a Party to this agreement thus far and thus far only. That the said Briggs Lacoste & Co by their agent aforesaid agree with the Said Terrill & Garrett that upon the Said Terrill Procuring a title to said land as Contemplated by this Indenture and giving him Possession thereof with the Negroes - upon that event to be retained by Said Garrett, and the said Garrett Executing Executing a Deed of trust upon Said land & Negroes thus by him retained to Secure the Payment of the four last instalments - to wit. The one due on the 1st days of March 1841. 1842 - 1843 & 1844 and giving his Promissory Note for the first instalment due 1st of March 1840. then the Said Briggs Lacoste & Co are to acquit & discharge the Said Terrill from the aforesaid debt, Said Briggs Lacoste & Co also agree with Said Garrett that in the Execution of Said Note for the first instal-ment due on the 1st of March 1840 they will retain the Same & Permit Said Garrett to settle the Same as far as Said Briggs Lacoste & Co May be indebted to him for fees in attending to their business.

In Witness of all which the Said Garrett and Terrill hereto set their hands & Seals this date first written & Said Briggs. Lacoste & Co by their agent aforesaid execute this agreement without Seal.

Attest
Andrew Hays.

G. W. Terrill {Seal}
H. A. Garrett {Seal}
Briggs Lacoste & Co
By D. Mitchell agent,

The State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for Said County the within Named G. W. Terrill and H. A. Garrett who acknowledged that they Signed Sealed and delivered the foregoing instrument on the day and year therein Mentioned as their act and deed,

Also appeared the within Named Dunmer Mitchell agent for the firm of Briggs Lacoste & Co Who also acknowledged that he Signed the name of Briggs Lacoste & Co to the foregoing instrument as their agreement as agent of the said firm of Briggs Lacoste & Co.

Given under My hand and Seal this 27th day of October A.D. 1838

J. S. Salomon J. P. {Seal}

John Erwin
Mortgage
Bank Hinds County

Received for Record 15th October 1838 & Recorded 1st November 1838
State of Mississippi }

This Indenture Made and entered into this Twenty Seventh day of September in the year of our Lord One Thousand Eight hundred and thirty Eight by and between John Erwin of the County of Hinds 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 John Erwin has become a Member of the association and Stock-holder in the Capital Stock of the "Real Estate Banking Company of Hinds County" to the number of One hundred and forty five 19/100 Shares, of One hundred Dollars each making in the Whole amount the Sum of Fourteen Thousand five hundred and Nineteen Dollars, and the Said John Erwin being an owner in his own right of Real Estate in the County of Madison & Leake and State of Mississippi, and in pur-suance 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 John Erwin 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 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 John Erwin 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 John Erwin 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 — granted bargained, sold, transferred and Conveyed, and by these presents doth 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, Certain tracts or Parcels of land lying and being in the County of Madison & Leake and State of Mississippi and Containing by estimation Fifteen hundred and thirty five $\frac{02}{100}$ acres and more particularly known and described in the general Plan of the Columbus ~~Dis~~ Land District in the said State Viz: The E½ of Section 1. N E¼ of Section 12, Township 10 The South East quarter of Section 36 Township 11 Range 5 East, The N W¼ and S E¼ and E½ of the N E¼ of Section 1. The W½ of the N W¼ and S½ and the W½ of the N E¼ of Section 2, The N E¼ of Section 12, in Township 12 Range 6 East, The W½. N W¼ and W½ of the S W¼ of Section 6. Township 12 and Range 7 East, The E½ of the N E¼ of Section 34 of Township 13 of Range 6 East, together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining, together with all the Estate, right, title, interest, Property, Claim or demand of the said John Erwin 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 John Erwin his heirs Executors and administrators shall well and truly Pay off, discharge and satisfy the bond aforesaid, signed sealed and delivered by the said John Erwin 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 John Erwin 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 henceforth, 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 John Erwin his heirs Executors, administrators or assigns, this Indenture shall remain in full force and effect in law and equity And the said John Erwin 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 Claims or Claims of any person or Persons whatever, In Testimony Whereof the said John Erwin has hereunto signed his name and affixed his seal the day and year first above written.

John Erwin {Seal}

State of Mississippi } Know all Men by these Presents that I Harriett G Erwin wife of the
County } within named Grantor John Erwin do by these Presents, Remise

Release and forever Quit Claim to all and singular any Dower to which I may be entitled out of the within described lands, tenements and hereditaments therein Conveyed by John Erwin My said husband, to the President and Directors of the "Real Estate Banking Company" and their Successors in office as they shall be elected or appointed from me my heirs Executors Administrators and assigns forever.

Given under my hand and seal this 2nd Day of October 1838

Harriet G. Erwin {Seal}

State of Mississippi }
Hinds County } Personally appeared before me the undersigned a justice of the Peace for said County and Ex Officio Notary Public the within named John Erwin and acknowledged that he signed sealed and delivered the within deed as his own act and deed on the day and year therein Mentioned and for the Purposes therein Specified

Also appeared before me the above named Harriet G. Erwin, wife of the said John Erwin and on being examined by me separate and apart from her husband acknowledged that without any fear threat or Compulsion on the Part of her husband she freely and voluntarily signed sealed and delivered the above relinquishment of Dower as her own act and deed for the Purposes therein Specified,

Given under my hand and seal this 2nd day of October 1838

Wm A. Floyd J. P. {Seal}
Ex Officio Notary Public.

Gabriel Tichenor } Filed for Record 12th October } Recorded 2nd November 1838
Release }
C. B. Green } Know all men by these Presents that Charles B. Green of Madison County State of Mississippi did on or about the eighteenth day of March one thousand Eight hundred and thirty, sign seal and deliver for the uses and purposes therein Mentioned a Mortgage on Certain Slaves and lands in said County and State to Gabriel Tichenor and David Hemit to secure to secure the Payment of Certain Sums of Money therein Mentioned, which said Mortgage is duly Recorded in said County of Madison, Now Know All Whom it may Concern that I the said Gabriel Tichenor in and for the Consideration of One Dollar to me in hand paid by the said Green at the execution hereof the receipt whereof is hereby acknowledged, and in as much as the said debt, the Payment of which was secured by said Mortgage due and Payable to me has been Paid and satisfied, I have remised, released and forever quit Claimed, and by these Presents do remise, release and forever quit Claim unto the said Charles B. Green his heirs and assigns forever, all my Estate right, title, interest Property Claim and demand whatsoever in law or Equity or otherwise in and to the said lands, Tenements and hereditaments, and Slaves Mentioned & described and named in said Mortgage, To Have and to Hold the said lands and Slaves and the increase of the females free and discharged from said Mortgage and all my right & title thereto to the said Charles B. Green his heirs and assigns forever, In Witness whereof I have hereto set my hand and seal on this Eighth day of September in the year of our Lord One thousand Eight hundred and thirty Eight.

In Presence of
D. K. Cole

Gab Tichenor {Seal}

State of Ohio } Be it Remembered that on this eighth day of September in
Hamilton County } the year of our Lord One thousand Eight hundred and thirty Eight personally before the undersigned Judge of the Supreme Court in & County appeared Gabriel Tichenor the Grantor within named & acknowledged that he signed sealed & delivered the said instrument of Writing as his act & deed for the uses & purposes therein Mentioned. Given under my hand the day and year above mentioned

Cincinnati 8th Sept 1838

D. K. Cole
Judge of Superior Court

J. A. B. Tucker & wife } Received for Record October 15th & Recorded 2nd November 1838.
Deed } State of Mississippi }
Susanna Ratliff } Madison County } Know all men by these Presents that we J. A. B. Tucker & Mary Ann my wife of the County & State aforesaid for and in Consideration of the Sum of Eight hundred Dollars to us in hand paid by Susanna Ratliff of the same State & County aforesaid the receipt whereof is hereby acknowledged do by these Presents grant, bargain sell and convey unto the said Susanna Ratliff her heirs and assigns the following described lots or Parcels of land lying and being in the County of Madison and State of Mississippi and known and designated as the N½ W½ N.W.¼ & E½ N.W.¼ of Section No 25 Township No 11 of Range No 3 East, all containing about One hundred & twenty acres More or less. To Have and to Hold the above granted Premises with the Privileges and appurtenances thereunto belonging to the said Susanna Ratliff her heirs & assigns, and to her use and behoof forever & the said J. A. B. Tucker & Mary Ann my Wife for ourselves & our heirs Executors & Administrators do hereby covenant with said Susanna Ratliff her heirs and assigns that we are lawfull seize in fee of the above granted premises, and that they are free from all incumbrances & that we have a good right to sell and convey the same to the said Susanna Ratliff as aforesaid and that we will & our heirs Executors and administrators shall warrant and forever defend the same against the lawful Claims of every Person whomsoever.

In testimony whereof the said J. A. B. Tucker & Mary Ann his wife have hereunto set their hands and affixed their seals this 5th Day of March A.D. 1838

Signed sealed and delivered in presence of } James. A. B. Tucker {Seal}
Mary Ann Tucker {Seal}

State of Mississippi } Personally appeared before me Saml Hamblin an acting justice
Madison County } of the Peace in and for said County James A. B. Tucker who acknowledged that he signed and sealed the foregoing Deed on the day and year therein mentioned as his own act and deed, Also Mary Ann Tucker wife of the before mentioned James A. B. Tucker who being by me examined separate and apart from her said husband acknowledged that she signed & sealed the foregoing Deed freely and voluntarily and not from any threat fear or compulsion of her said husband, but for the express purposes therein mentioned.

Given under My hand and seal this 5th Day of March A.D. 1838

Saml Hamblin J.P. {Seal}

James A. Howell } Received for Record October 15th & Recorded 2nd November 1838
Deed } State of Mississippi }
Susanna Ratliff } Madison County } This Indenture Made the ninth day of January in the year of Our Lord One thousand Eight hundred and thirty Eight by and between James A. Howell of the County of Madison and State aforesaid of the one part, and Susanna Ratliff of the County of Madison and State aforesaid of the other part, Witnesseth that the said James A. Howell for and in Consideration of the Sum of five hundred & fifty Dollrs to him in hand well and truly paid the receipt whereof is hereby acknowledged hath granted, bargained and sold and by these Presents doth grant, bargain and sell unto the said Susanna Ratliff her heirs and assigns a certain tract or Parcel of land situate lying and being in the County of Madison and State aforesaid on the waters of [illegible] and adjoining the lands of — on the South and on the West on the South and on the North and on the East, to wit the West half North East fourth of section thirty four Township No Eleven of Range four East, Containing Eighty Acres More or less with all and singular

the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the Estate, right, title, interest, claim and demand whatever of him the said James G. Howell of in and to the said lands and Premises and every part and Parcel thereof. To Have and to Hold the said land and Premises above mentioned and every part and Parcel thereof with the appurtenances unto the said Susanna Ratliff her heirs and assigns to the only proper use and behoof of the said Susanna Ratliff her heirs and assigns forever, and the said James G. Howell for himself and his heirs the said lands and Premises and every Part and parcel thereof against him and his heirs and all and every other Person whatever will warrant and forever defend to the said Susanna Ratliff her heirs and assigns

In Witness whereof the said James G. Howell has hereunto set his hand and seal the date above written

Signed sealed and delivered in presence of } James G. Howell {Seal}

State of Mississippi }
Madison County } Personally appeared before me Saml Hamblin an acting justice of the Peace in and for said County James G. Howell who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his own act and deed.

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

Saml Hamblin J.P. {Seal}

Bede Johnson
Mortgage
Real Estate Bank of Hinds County

Received for Record October 28th & Recorded November 5th 1838

State of Mississippi }

This Indenture Made and entered into this twenty Seventh day of August in the year of Our Lord One thousand Eight hundred and thirty Eight by and between Bede Johnson 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 Bede Johnson 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 Two hundred and forty four 64/100 Shares of One hundred Dollars each making in the whole Amount the Sum of Twenty four thousand four hundred and sixty four Dollars and the said Bede Johnson 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 unencumbered Real Estate executed by the Party subscribing for said Stock:} And Whereas the said Bede Johnson 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 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 Bede Johnson 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 Bede Johnson 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 tract or parcel of land lying and being in the County of Madison and State of Mississippi and containing by estimation Nine hundred and Seventy Eight $\frac{56}{100}$ acres and more particularly known and described in the General Plan of the Mount Salus Land District in said State Viz: The E½ of N.W¼ of Section 2. Township 11 Range Three East, The W½ of the N E¼ and E½ of the N E¼ of Section 3. The W½ of the N.W¼ & W½ of the N.E¼: The W½ S.W¼, and the N½ of the W½ of the S E¼. The E½ N E¼. and E½ of the S. E¼ and E½ of the S.W¼ of Section Two. The S.W¼ & W½ of the N.W¼ of Section One all in Township Eleven and Range Three 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 Bede Johnson 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 Bede Johnson his heirs Executors and administrators shall well and truly Pay off, discharge and satisfy the Bond aforesaid. Signed sealed and delivered by the said Bede Johnson 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 Bede Johnson, 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 henceforth 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 reverse notwithstanding (But upon a failure to do and Perform any of the things herein Specified by the said Bede Johnson. — heirs, Executors, administrators or assigns this Indenture shall remain in full force and effect in law and Equity, And the said Bede Johnson 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 Bede Johnson has hereunto signed his name and affixed his seal the day and year first above written

State of Mississippi }
Madison County } Bede Johnson {seal}

Know all men by these Presents that I Cynthia Johnson wife of Bede Johnson the within named grantor do by these presents remise. release and forever quit Claim to all and singular any Dower to which I may be entitled out of the within described lands tenements & hereditaments therein Conveyed by Bede Johnson my said husband to the President & directors of the said "Real Estate Banking Company of Hinds County" and their Successors in office as they shall be elected or appointed from me my heirs administrators Executors & assigns forever,

Given under my hand & seal this 2nd Day of September 1838

State of Mississippi }
Madison County } Cynthia Johnson {seal}

Personally appeared before me the undersigned Justice of the Peace for said County the within named Bede Johnson and acknowledged that he signed sealed & delivered the within Deed of Mortgage as his own act and deed for the Purposes therein mentioned on the day & year therein specified, also appeared before

me the above named Cynthia Johnson wife of the said Bede Johnson who being examined by me separate and apart from her husband acknowledged that she voluntarily signed sealed & delivered the above relinquishment of Dower as her own act and deed without any fear threat or Compulsion on the part of her said husband, and on the day & year therein specified. Given under my hand & seal this 2nd day of September 1838

James M. Baker J. P. [seal]

Calvin S. Blalock } Received for Record & Recorded 5th November 1838
Deed Trust
Guilford Griffin } This Indenture made and entered into this the twenty first day of July Anno Domini Eighteen hundred and thirty eight between Calvin S. Blalock of the first Part, William H. Blalock of the second Part, and Guilford Griffin of the third part all of the County of Madison and State of Mississippi. Witnesseth, That the said Calvin S. Blalock for and in Consideration of the sum of One Dollar in hand paid by the said ~~said~~ Guilford Griffin of the third Part, the receipt whereof is hereby acknowledged hath bargained sold and Conveyed and by these Presents doth bargain sell and convey unto the said Guilford Griffin of the third Part and his heirs or assigns a Certain lot of Ground lying and being situate in the Town of Madisonville known in the Plat of said Town as lot Number Sixty Nine (69) in Square Number Eight (8) fronting thirty (30) feet on Main Street and running back fifty (50) feet to Have and to Hold the said Lot of ground to the said Guilford Griffin and his heirs or assigns in fee Simpler and the said Calvin S. Blalock of the first part Covenants and agrees to and with the said Guilford Griffin of the third part and his heirs that he the said Calvin S. Blalock, and his heirs will forever defend the said lot Conveyed to the said Guilford Griffin his heirs and assigns and will warrant and defend the same against the Claims of all persons Whatsoever, But the said lot is Conveyed to the said Guilford Griffin in trust upon and for the following Purposes to Wit Whereas the said Calvin S. Blalock is indebted to the said William H. Blalock in the Just Sum of Eighteen hundred and Sixty dollars which falls due on the first day of January Eighteen hundred and forty and has given in hand to the said William H his Certain joint promissory Notes to Satisfy the said Sum of Eighteen hundred and Sixty Dollars to wit. One Note drawn by John P. Johnson and Henry G. Hampton for Six hundred dollars due the first day of July 1838 Just and dated 22nd November 1837 payable to B. P. Head &c. the other drawn by Elias Garner and John Barnwell for Twelve hundred and Sixty Dollars payable to C. S. Blalock due the first day of January 1840. and dated November 18th 1837. Now to secure the Payment of the said promissory Notes above described, Should the said drawers to wit the said John P. Johnson and Henry G. Hampton and the said Elias Garner and John Barnwell fail to make prompt payment to the said W. H. Blalock at the time when the said notes shall become due. It is hereby expressly understood and agreed that the said Guilford Griffin of the third part the trustee is to expose said lot of ground Home &c to Public Sale for Cash first giving Sixty days notice by advertising in some Public Newspaper the time of said sale to take before the door of the Madisonville "Coffee House" and the Proceeds of said sale after paying the expenses of said sale shall be paid over to the said William H. Blalock to satisfy the amount due him on account of said Notes at the time of said sale, and the residue if any to be paid over to the said Calvin S of the first part.

And the said Guilford Griffin of the third part hereby accepts the trust hereby Created ~~and the said~~. And the said Parties hereby Covenant and agree to and with each other that they will faithfully execute their several-

parts of this Deed of Trust, In Witness Whereof we have hereunto set our hands and seals the day and date first written.

C. P. Blalock {Seal}
Guilford Griffin {Seal}
William H. Blalock {Seal}

State of Mississippi }
Madison County } Personally appeared before me Personally Calvin S. Blalock, Guilford Griffin & William H. Blalock, and acknowledged the foregoing Deed to be their act and deed, and for the purposes therein contained, and desired, that the same be recorded as such according to the Statute in such Cases Made & Provided.

Given under my hand and Seal this 21st day of July A.D. 1838
Henry Garrett J.P. {Seal}

Esther Curtis
Mortgage
Real Estate Bank of Hinds County } Received for Record 26th October & Recorded 6th November 1838
State of Mississippi }

This Indenture, Made and entered into this twenty seventh day of August in the year of Our Lord One thousand Eight hundred and thirty eight by and between Mrs Esther Curtis 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 Esther Curtis 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 Fifty four and Sixty five hundredths Shares of One Hundred Dollars each making in the Whole amount the Sum of Five thousand four hundred and Sixty five $\frac{86}{100}$ Dollars, and the said Esther Curtis being an owner in her 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 unencumbered Real Estate, executed by the Party subscribing for said Stock; And Whereas the said Esther Curtis having Signed Sealed and delivered to said President and Directors aforesaid the Bond, as required by the 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 herself her 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 Esther Curtis 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 Esther Curtis 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 tract or Parcel of land lying and being in the County of Madison and State of Mississippi and Containing by estimation Five hundred and One $\frac{26}{100}$ 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 and twenty acres off the West side of the South East quarter of Section twenty four, and the West half of the North East quarter of Section Eight Township Eleven Range

Three East, The West half of the North West quarter, and East half of the South West quarter of Section Eight, and the East half of the North East quarter of Section Seven and Township Eleven and Range Four 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 Esther Curtis her 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 Esther Curtis her heirs Executors and administrators shall well and truly Pay off discharge and satisfy the Bond aforesaid Signed Sealed and delivered by the said Esther Curtis 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 Esther Curtis 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 henceforth, 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 reverse notwithstanding. But upon a failure to do and Perform any of the things herein Specified by the said Esther Curtis her heirs. Executors administrators or assigns this Indenture shall remain in full force and effect in law and equity And the said Esther Curtis for herself her 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 Esther Curtis has hereunto signed her name, and affixed her seal the day and year first above Written.

Esther Curtis [Seal]

State of Mississippi }
Madison County } Personally appeared before me the undersigned a Justice of the Peace for said County the within named Esther Curtis and acknowledged that she signed sealed and delivered the within deed of Mortgage as her own act and deed for the Purposes therein Mentioned on the day and year therein specified.

Given under My hand and Seal this 26th day of October 1838

James M. Baker. J.P. [Seal]

Benjamin B. Lee
Mortgage
Real Estate Bank H. C.

Received for Record October 26th 1838 & Recorded 6th December 1838

State of Mississippi }
This Indenture Made and entered into this Twenty Seventh day of August in the year of our Lord One thousand Eight hundred and thirty Eight by and between Benjamin B. Lee 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 Benjamin B. Lee has become a member of the association, and Stockholder in the Capital Stock of the "Real Estate Banking Company of Hinds County", to the number of thirty nine & Eighty eight hundredth shares, of One hundred Dollars each, making in the whole amount the sum of three thousand Nine hundred & Eighty Eight 37/100 Dollars, and the said Benjamin B Lee being a owner in his own right of Real Estate in the County of 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 Benjamin B. Lee having signed sealed and delivered to said President and Directors aforesaid the Bond as required by the 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 true 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 Benjamin B. Lee 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 Benjamin B. Lee of the first Part in hand paid by the said President and Directors of the second part before the 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 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 five "325 acres" and more particularly known and described as the general plan of the Present Sales land Office in the said State; Viz) (The West half of the South East quarter and the East half of the South East quarter of section Number Twelve, of Township Eleven of Range No Three East, & the West half of the South West quarter of section No Ninteen in Township No Eleven of Range No four East, (and the South East quarter of section twenty four in Township No Eleven of Range No Three East Except twenty acres of the west side of this last mentioned quarter section.) 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 Benjamin B. Lee 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 Benjamin B. Lee - heirs Executors and administrators shall well and truly Pay off discharge and satisfy the Bond aforesaid signed sealed and delivered by the said Benjamin B Lee 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 Benjamin B. Lee 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 henceforth 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 contrary notwithstanding. But upon a failure to do and Perform any of the things herein specified by the said Benjamin B Lee - heirs Executors Administrators or assigns. this Indenture shall remain in full force and effect in Law and Equity. and the said Benjamin B Lee 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 Benjamin B Lee has hereunto signed his name and affixed his seal the day and year first above written.

Benjamin B. Lee {Seal}

State of Mississippi } Know all men by these Presents that I Frances Lee, wife of Benjamin B
Madison County } Lee the within Grantor do by these Presents remise release and forever quit
Claim, to all and singular any dower to which I may be entitled out of any of the within
described lands, tenements and hereditaments therein Conveyed by Benjamin B Lee
my said husband to the President Directors & Company of the said "Real Estate Banking
Company of Hinds County" and their successors in office forever, shall be Elected or
appointed from me My heirs Executors administrators and assigns forever,

Given under My hand & seal this thirteenth day of August 1835

Frances Lee {Seal}

State of Mississippi } Personally appeared before me the undersigned a justice of the
Madison County } Peace for said County the within named Benjamin B Lee and
acknowledged that he signed sealed and delivered the within deed as his own act
and deed on the day and year therein Mentioned and for the purposes therein specified

Also appeared before me Frances Lee wife of the said Benjamin B Lee and
being examined by me separate and apart from her husband acknowledged that
without any fear threat or Compulsion on the Part of her said husband she did
voluntarily sign seal & deliver the above release of Dower as her own act and deed
and for the Purposes therein Mentioned.

Given under my hand & seal this 2nd day of September 1838

James M. Baker J. P. {Seal}

P. H. Hayes
deed
Martin & Aiken } Recorded for Record 5th & Recorded 12th November 1838

This Indenture Made and entered into this Twelfth day of December
in the year of Our Lord One thousand Eight hundred and thirty five Between Patrick
H. Hayes of the County of Yazoo and State of Mississippi of the first part and Edward S.
Martin and John H. Aiken of the County of Warren in said State of the second part.
Witnesseth: that said Hayes for and in Consideration of the Sum of Twenty four
hundred and fifty Dollars to him in hand paid by said Martin and Aiken the receipt
of which is hereby acknowledged, has granted bargained and sold, and by these presents
does grant, bargain and sell unto the said Parties of the second part Certain pieces or parcels
of land lying and being in the County of Madison in the State of Mississippi entered at
the land office at Mount Salus in said State that is to say, the North half of the North
East quarter, and the North West quarter of Section Number Six in Township Number Ten (No 10)
of Range Number four East. and the South half of the West half of the South East quarter of
Section Number Thirty One in Township Number Eleven, of Same Range aforesaid and the East half
of the North East quarter of Section Number One in Township Number Ten of Range Number Three
East. To Have and to Hold the said land and bargained Premises to the said parties of
the second part & their heirs and assigns, And the said Hayes hereby Covenants to
warrant and will forever defend the title to the said land and bargained Premises to
the said Parties of the second Part and their heirs and assigns.

In testimony whereof the said Hayes hereunto set his hand and affixes
his seal the day and year first above written

P. H. Hayes {Seal}

State of Mississippi } Personally appeared before the undersigned Notary Public
Yazoo County } P. H. Hayes who acknowledged that he signed sealed and
delivered the within Deed as his own act and deed for the purposes
therein specified. In testimony Whereof I have hereunto set my

My hand & affixed my seal of Office the 12th day of December A.D. 1835
{seal}. Thos P. Slade Notary Public

E. R. Anderson } Received for Record October 10th 1838 & Recorded November 12th 1838
Deed Trust
H. A. Garrett } This Indenture Made and entered into this 11th day of October A.D. 1838 between Edmund R. Anderson of the One Part and Henry A. Garrett of the other Part, Witnesseth that for the Consideration of five Dollars, and the considerations hereinafter mentioned said Anderson hereby Gills and Conveys to said Garrett the following Property to Wit, The following Negroes Slaves for life to Wit. Cupid Kisiah Lear and William and five negro Children now in my Possession, also all my Mules, Horses, Buggies & Stock of Cattle & Hogs now on my Plantation in Madison County, all my house hold & Kitchen furniture & Stock of Corn & fodder also at my said plantation. To Have & to Hold the Same to the said Garrett in trust upon & for the following Purposes, Whereas Lastrapes Des Mare & Co obtained a Judgt against me in the United States Circuit Court of Mississippi at May Term 1838, Now for the purpose of Securing the Payment and Satisfaction of this Judgt. this Deed in trust is Made and it is understood that should said Judgt No. be paid with all accruing interest & Costs against the 15th day of April next then the said Garrett shall be at liberty to sell & dispose of said property or any part thereof so much as shall be necessary to pay the same with all necessary Costs at Public Sale at such place as he may deem proper, first giving 15 days notice by advertisement and Make titles and delivery of the same, It is understood that said Property is to continue in Possession of the said Anderson until such time as it may be necessary to seize & sell the same under this Deed of Trust, But should said Judgt with all accruing Costs & interest be paid then this Deed of Trust is to be void, said Garrett hereby accepts this Trust,

Witness our hands & seals this day first written

E. R. Anderson {Seal}
H. A. Garrett {Seal}

State of Mississippi }
Madison County } ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named E. R. Anderson and H. A. Garrett who acknowledged that they signed sealed and delivered the foregoing Deed of Trust on the day and year therein Mentioned as their act and deed,

Given under my hand and seal of Office at Canton this 10th Day of October A.D. 1838

{Seal}

John T. Cameron Clerk

Richard Steakes } Received for Record 11th October 1838 & Recorded 14th November 1838
Power of Attorney
Madison Carruthers } Know all men by these Present that I Richard Steakes of the City of New Orleans and State of Louisiana have made and appointed, and do by these presents, make, ordain, authorize, Constitute and appoint, and in my Place and Stead depute and put Madison Carruthers of said City and State, my true and lawful attorney for me and in my name, and for my use and on my behalf, to sell either by Public auction or Private Contract as my said Attorney shall see best, all the Real Estate in any part thereof situate in the State of Mississippi owned by me in my individual name or as one of the Members of the Firm of Carruthers Harris & Co. of said City of New Orleans, for the best Price or Prices that can be had or gotten for the same, And also for me and in my name, and on My behalf, to enter into any Contract or Contracts for the same with any

Person or Persons who shall agree to be the Purchaser or Purchasers thereof; And generally to do execute and Perform all and every other act, matter and thing which shall or may be requisite and necessary to be done for the sale of the said Real Estate, or any Portion thereof And Confirming the same to the Purchaser or Purchasers thereof, as fully Amply and effectually to all intents and Purposes as if I were Personally Present and did the same hereby ratifying, allowing and Confirming all and whatsoever My said Attorney shall or may in my name legally do or Cause to be done, in or about the Premises by virtue hereof, — In Witness Whereof I have hereunto set My hand and seal at New Orleans aforesaid, on this twenty seventh day of June in the Year of Our Lord One Thousand Eight hundred and thirty Eight.

Signed sealed and delivered in Presence of } Richard Steakes {Seal}
W. G. Lutham C.C.
F. F. J. Quinn

State of Louisiana } Be it Known that on this Twenty seventh day of June One
City of New Orleans } thousand Eight hundred and thirty Eight before me William Christy a Notary Public in and for the said City and Parish of New Orleans, duly commissioned and qualified, Came the within named Richard Steakes to me Notary, personally Known, and acknowledged his signature to the foregoing instrument of writing to be genuine, and that it was his own Proper act and deed for the Purposes therein Contained; In faith whereof I grant these Presents under my signature and seal of Office the day and date above written.

Wm. Christy
Not Pub

United States of America.
State of {Seal} Louisiana

By Edward D. White Governor of the State of Louisiana
These are to Certify that Wm Christy whose name is subscribed to the instrument of Writing hereon annexed as a Notary Public in and for the City and Parish of New Orleans, that his Signature is genuine, and that all his official acts as such are entitled to full faith and Credit.

Given at New Orleans, under My hand and seal of the State this twenty seventh day of May One thousand Eight hundred and thirty Eight and of the Independence of the United States the Sixty Second

{Seal}

By the Governor
Wm C. C. Claiborne Secretary of State,

E. D. White

A. O. Harris } Received for Record October 11th } Recorded November 16th 1838
Power of Attorney
Madison Carruthers } Know all Men by these Presents that I, Adlai A. Harris of the County of Maury and State of Tennessee, Am of the firm of Merchants and Partners in trade, trading under the firm and style of Carruthers Harris & Co. have made authorized or daimed and appointed and do by these Presents make, Ordain, Nominate authorize Constitute and appoint Madison Carruthers of the City of New Orleans in the State of Louisiana another Member of the said firm of Carruthers Harris & Co. my true and lawful Attorney in fact for me and in my name and for my use and on my behalf to sell and dispose of either by Public auction or Private sale as he the said Madison Carruthers shall think best, all the Real Estate or any Part thereof belonging to me situate in the State of Mississippi which I hold in my individual right or name or as one of the Members of the said firm of Carruthers Harris & Co. for such Price or

Prices as he the said Attorney may be able to obtain for the same, and also for me and in My name and on my behalf to make all and every Contract or Contracts necessary to sell and convey said Real Estate or any Part thereof, and generally to do and Perform and execute all and every other act which may be requisite and necessary to be done in the Premises, and to make all and every Conveyance for all or any Part of the same to any Purchaser or Purchasers as fully amply and effectually to all intents and Purposes as I could were I Personally Present and did the same, hereby ratifying and Confirming all and every act or acts whatsoever which my said Attorney shall or may in My name legally do or Cause to be done in or about the Premises.

In testimony Whereof I have hereunto set my hand and affixed My seal this Seventh day of September in the year of Our Lord One thousand Eight hundred and thirty Eight

signed sealed & delivered in Presence of
Wm P. Martin
James H Thomas

A. O. Harris {Seal}

State of Tennessee } Circuit Court August Term 1838 Friday Sept 7th 1838
Maury County }

This day Adlai O. Harris, with whom I am Personally acquainted appeared in open Court and acknowledged the Execution of the written Power of attorney to Madison Carothers which is ordered by the Court to be so Certified.

{P. S.}

In testimony Whereof I Pleasant Nelson Clerk of said Court have hereunto Subscribed my name and affixed my Private seal (having no seal of office) at office this 7th Day of September 1838

P. Nelson Clerk

State of Tennessee } I Edmund Dillahunty Judge of the Eighth Judicial Circuit
Maury County } in the State of Tennessee, (which said Circuit includes the County of Maury) hereby Certify that Pleasant Nelson is Clerk of the Circuit Court of said County, that his signature to the foregoing Certificate is genuine, and that his attestation is in due form of law and that said Clerk has no seal of office.

In testimony Whereof I have hereunto set my hand and seal this Seventh day of September A.D. 1838

Edmund Dillahunty {Seal}
Judge 8th

Killis Walton } Received for Record October 9th } Recorded November 14th 1838
Deed
John S. Henry }

This Indenture Made and entered into by and between Killis Walton and Margaret his wife of the first part, and John S. Henry of the second part, all of the County of Madison and State of Mississippi; Witnesseth that for and in Consideration of the Sum of One Thousand Dollars in hand paid to the said Killis Walton & Margaret his wife by the said John S. Henry the receipt whereof is hereby acknowledged hath bargained sold and Conveyed, and by these Presents doth bargain sell and Convey unto the said John S. Henry his heirs and assigns forever a Certain lot or Parcel of ground in the County and State aforesaid near the Town of Canton, More Particularly known as a Part of the E½ S.W¼ of Section 19. Township 9. Range 3 E. in the Choctaw District sold at the Land Office at Mount Salus Mississippi Commencing Two hundred and ten yards from the N. E. Corner of said E½ of S.W¼ of Section 19 of Township No 9 of Range 3 East, Running due South to the Corner of John B. Howcotts Eleven Acre Lot, thence East 69 2/3 yards. thence North to the Northern line of said E½ of S.W¼ of Section 19. T. 9. R. 3. E. thence West 69 2/3 yards to the beginning Containing Six Acres More or less, To Have and to Hold the same together with

all the appurtenances thereunto belonging or in any wise appertaining. And for the said Willis Walton and Margaret his wife their heirs Executors and administrators doth and will forever warrant and defend the title of the same to the said John S. Henry his heirs Executors and administrators free from any Claim or Claims of any Person or persons Claiming or to Claim the same.

In testimony Whereof the said Willis Walton and Margaret Walton his wife have hereunto set their hands and affixed their seals the Eleventh day of September in the year of Our Lord One Thousand Eight hundred and thirty Eight.

Willis Walton {seal}
Margaret Walton {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 Willis Walton and Margaret his Wife and acknowledged that they signed sealed and delivered the forgoing deed on the day and year therein mentioned as their act and deed, And the said Margaret wife of Said Willis Walton 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.

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

{Seal}

John T. Cameron Clerk

S. M. Flournoy Shff } Received for Record 16th October & Recorded 14th November 1838
deed }
Stephen Dunn } State of Mississippi }
} Madison County } This Indenture Made and entered into this 23d Day of October 1837 Between Samuel M. Flournoy Sheriff of Madison County of the first Part, and Stephen Dunn of the County and State aforesaid. Witnesseth that the said Samuel M. Flournoy Sheriff aforesaid, for and in Consideration of the sum of One hundred and Fifty Dollars to him in hand Paid by the said Stephen Dunn the receipt whereof is hereby acknowledged, hath bargained, sold and conveyed, and by these Presents doth bargain sell and Convey unto the said Stephen Dunn A Certain lot or Parcel of land known and designated as the West half of the North East quarter of Section five. Township Eight Range Two West, which said land was sold on the 23rd day of October 1838 under an Execution which issued from the Circuit Court of Madison County, on a Judgement dated 3d May 1836 for the sum of Ninety four Dollars and Fifty five Cents and Costs of Suit returnable to October Term 1837 of Madison Circuit Court. against James M. Dunn & Ezekiel Jones, And Whereas the said Samuel M. Flournoy Sheriff aforesaid did advertise the said land as the law directs in such Case made and Provided and afterwards Proceed to sell the same to the highest bidder on the day aforesaid, and the said Stephen Dunn having appeared and bid the sum of Two Dollars per Acre which was more than any other Person did or would bid, the said Stephen Dunn became the Purchaser thereof.

In testimony Whereof the said Samuel M. Flournoy Sheriff aforesaid hath hereunto set his hand and seal the day and date above written.

S. M. Flournoy Shff {Seal}

Interlined before signed

S. M. Flournoy Shff {Seal}

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Samuel M. Flournoy Sheriff of the County aforesaid and acknowledged that he signed sealed and delivered

the foregoing Deed on the day and year therein mentioned as his act and deed as Sheriff aforesaid for the Purposes therein specified.

Given under my hand and seal of Office at Canton this 16th Day of October A.D. 1838

John T. Cameron Clerk

(8)

S. M. Flournoy Sheriff } Received for Record October 16th & Recorded 15th November 1838
Deed
Wm F. Walker } This Indenture Made this ninth day of October 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 F. Walker of the same County and State of the other Part, Witnesseth, Whereas on the thirtieth 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 said County to the Sheriff of said County directed, reciting that Thomas John S. Rowland, lately by the judgement of the said Court, recovered against Benjamin Williams the sum of Six hundred and five Dollars and eleven and one half Cents, including damages & Costs, and Whereas the said Sheriff 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 John T. Butler Security, and Whereas the said Sheriff had returned to the Clerks office of said Court, the said Bond & 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 and Chattels lands and tenements of the said Williams & Butler he should Cause to be made the sum of Six hundred and five Dollars and eleven Cents and one half of a Cent, with interest on five hundred and eighty eight dollars and forty nine Cents part thereof from the twenty sixth day of April Eighteen hundred and thirty six until paid: Also the further sum of Nine Dollars, twenty eight and one half Cents Clerks and 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 October then next, to render to the said John S. Rowland in Satisfaction of said Judgement, damages & Costs; and that he should have then and there that Writ; And Whereas the said Writ Came to the hands of the said Sheriff on the day of June in the year of Our Lord Eighteen hundred and thirty seven, and in pursuance of the Command therein Contained the said Sheriff on the first day of September in the year last aforesaid, laid the same upon the following tracts Parts of tracts or Parcels of land, lying and being in the County aforesaid to Wit: The South half of the East half of South West quarter of Section Number thirty three, Township Number Nine Range four East, Containing forty acres More or less. Lots Number Three and Number Seven in Section four Township Number Eight and Range four East, (the East half of South East quarter of Section thirty Two) West half of South West quarter, and the West half of North West quarter, and the North half of the East half of North West quarter of Section thirty three. Township Nine, Range four East, the whole Containing five hundred and twenty acres More or less. And whereas after due and legal Notice being given of the same, the said Sheriff did on the second day of October in the year of our Lord Eighteen hundred and thirty seven at the Court house in the Town of Canton in the County aforesaid between the hours of Eleven O'Clock A.M. and four O'Clock P.M. expose the said tracts, Parts of tracts, or Parcels of land so as aforesaid taken in execution on said Writ to Public Sale, to the highest bidder for Cash, and the herein before named William F. Walker, became the highest bidder

& Purchaser of said tracts. Parts of tracts or Parcels of land for the Sum of Two Thousand Two hundred and Ten Dollars Current Money and hath since Paid the said purchase Money to the said Sheriff: all of Which said several Matters, by reference to the Record of the Circuit Court of the County aforesaid, and to the writ of Fieri facias herein before recited will fully and at large appear. And Whereas also the said William F. Walker is now desirous of obtaining a title to said tracts, Parts of tracts and parcels of land in Consequence of the Premises, Now this Indenture Witnesseth, that for and in Consideration of the Premises, the said Samuel M. Flournoy Sheriff as aforesaid hath granted, bargained and Sold, and by these Presents do the grant, bargain and sell unto him the said William F. Walker his heirs and assigns, the said tracts, parts of tracts and parcels of land, so as aforesaid taken in execution on the writ of fieri facias aforesaid, with the appurtenances thereunto belonging: To Have & to Hold the said tracts, parts of tracts or parcels of land with the appurtenances, unto the said William F. Walker his heirs and assigns forever, to the only Proper use and behoof of him the said William F. Walker, his heirs and assigns forever.

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
J. Handy

S. M. Flournoy Shff (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the Probate
Madison County } Court in and for the 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 & deed

Given under My hand & seal of office at Canton this Sixteenth
day of October A.D. 1838

(Seal)

John T. Cameron Clerk

M. P. Ewing } Received for Record October 26th & Recorded 16th November 1838
Deed
P. W. Martin } This Indenture this fourth day of January One Thousand Eight hundred
and Thirty Six Between Milton P. Ewing of the County of Madison & State of Mississippi of the
one Part, and P. W. Martin of the State and County aforesaid of the other Part, Witnesseth
that the Sd Milton P. Ewing for and in Consideration of Five Thousand Dollars to him in
hand paid by the Sd P. W. Martin the receipt whereof is hereby acknowledged at and be-
fore the Signing of these Presents, and for the additional Consideration of the Sd P. W. Martin
assuming upon himself the Payment of the Purchase Money of Thirty One Thousand Dollars
to Charles W. Allen of Madison County Mississippi for the Purchase of the tract of land in
the Sd County of Madison & State of Mississippi, Negroes, Horses, farming utensils and all
other property Mentioned in the Deeds from Charles W. Allen to Martin Ewing and Sample
dated 21st March 1835 acknowledged same day before S. W. Ewing Justice of the Peace of
Sd County, I the Sd Milton P. Ewing for the foregoing Consideration have bargained granted
sold, released quit Claim and delivered to the Sd P. W. Martin and his heirs forever
all my right title, Claim and interest which I have by virtue of the Sd Deeds from Allen
to my self, P. W. Martin and Smith M. Sample or in any other Manner whatsoever of and unto
the Sd Tracts of land lying in Madison County and bounded as follows to wit. The East
half of the South East quarter, and East half North East quarter, and West half of
South East quarter of Section Twenty three, And the West half of the South West quarter
of Section Twenty four, and Lot No Three of Section Thirty five all in the Township
Nine of Range four East, the Lot No Three of Section No Thirty five Township No Nine of
of Range No four East Sd lot Contains 108 $\frac{67}{100}$ acres. also lot No 6 of section No Twenty
five Township No Nine of Range No four East, Containing Twenty four acres and 75/100 —

said lot was entered in the name of Martin & Ewing, and all my title claim and interest derived as aforesaid of the following slaves and other Property, to wit Hannibal Isham. Isaac, Sim, Henry. Frank. Jacob. Demary. Jack. Dick Charles. Granville. Nathan Austin Monkey. Elizabeth. Amy. Nancy, Maria. Suda. Charlotte, Alsie. Pat Pendopse & child, together with their increase. The Household & Kitchen furniture conveyed by said Allen to My self. P. W Martin Smith H. Sample and the Horses, farming utensils and all other Property conveyed by said Deeds to the said Martin Ewing & Sample to the said P. W Martin having the exclusive interest in the same. To Have and ... The aforesaid designated tracts of land negroes and other property mentioned and conveyed in said Deeds to him the said P. W Martin and his heirs forever, free from all manner of Claim or title by or through me. My heirs and assigns or any or every Person whatsoever.

In testimony of all which I have hereunto set my hand & affixed my seal the day and date above written.

"The Words "Summary" first page and first line and the word "Smith H. Sample" in 1st page and 25th line, and the word "one thousand" in first page and 13th line interlined before signed also the word "quarter" in the first Page & 23rd line

M. P. Ewing {Seal}

L. D. Williams
William Robinson

State of Tennessee } Personally appeared before me John S. Burnett Clerk of Smith
Smith County } County Court L. D. Williams and William Robinson subscribing Witnesses to the within named Deed of Conveyance from M P Ewing to P W Martin who being first sworn deposes and say that they are acquainted with M P Ewing the Bargainer and that he acknowledged the same in their Presence to be his act and deed upon the day it bears date,

In testimony whereof I have hereto set my hand and affixed my seal of Office at Carthage the 13th Day of September 1838

{Seal}

John S. Burnett Clerk
of Smith County Court

State of Tennessee }
Smith County } I Leroy H. Cage Chairman of Smith County Court hereby Certify that John. S. Burnett whose name appears to the foregoing Certificate of Probate is Clerk of our said Court, and that his Certificate is in due form of law, and that full faith and Credit is due to all his attestations

Given under my hand and seal this 13th Day of September 1838

Leroy H. Cage Chr.
of Smith County Court {Seal}

James Young & Wife } Received for Record October 24th & Recorded November 16th 1838
And } State of Mississippi
McKay & McCauley } Attala County } Know all men by these presents, that I James Young & my wife Mariah of the State & County aforesaid, in Consideration of three hundred dollars to me in hand paid by Elijah N. McKay & Ezekiel G. McCauley of Madison County & State aforesaid the receipt of which is hereby acknowledged, do by these Presents grant bargain sell & convey unto the said E. N. McKay & E. G. McCauley their heirs & assigns the following described tract or Parcel of land Viz. The East half of the South West quarter of Section No Twenty six in Township No Eleven North of Range No Five East Containing Seventy nine 50/100 acres More or less. To Have and to Hold the above granted Premises with the Privileges & appurtenances thereunto belonging to the said E. N. McKay & E. G. McCauley their heirs & assigns to their use & behoof forever, and I the said James Young & My wife Mariah for Ourselves, our heirs Executors & Administrators

do hereby Covenant with the said E. A. McKay & E. G. McCauley their heirs & assigns that we are lawfully seized in fee of the above granted Premises & that they are free from all incumbrances, that we have a good right to sell & Convey the same to the said E. A. McKay & E. G. McCauley as aforesaid, And that I & my wife Mariah will and our heirs Executors & administrators shall warrant & defend the same against the lawful claims and demands of all Persons.

In Witness whereof I the said James Young & my wife Mariah have hereunto set our hands & seals this first day of January in the year of our Lord One thousand eight hundred & thirty eight.

James Young {Seal}
Mariah Young {Seal}

The State of Mississippi
Attala County } Personally appeared before me John M. Thompson Clerk of the Probate Court of said County the above named James Young and Mariah who acknowledged that they signed sealed and delivered the above deed on the day and year therein Mentioned as their acts and deeds. And the said Mariah being Examined before me acknowledged that she signed sealed and delivered the same freely without any fear threat or Compulsion of her husband.

Given under My hand — Seal of office at Kosciusko this first day of January A.D. 1838

John M. Thompson Clerk

Robert. S. Walker & Wife } Received for Record & Recorded November 19th 1838
And
Samuel M. Puckett } This Indenture Made the twelfth day of November in the year of Our Lord, one thousand Eight hundred and thirty Eight. Between Robert S. Walker and Mary B. his Wife of the one Part, and Samuel M. Puckett of the other Part. Witnesseth: That the said Robert S. Walker and Mary B his Wife for and in Consideration of the Sum of Eighty four thousand Dollars, to them in hand paid by the said Samuel M. Puckett at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, and the said Samuel M. Puckett and his heirs Executors and administrators, forever released and discharged therefrom, by these Presents, have granted, bargained, sold, Conveyed and Confirmed and by these Presents do grant bargain, sell, convey and Confirm unto the said Samuel M. Puckett and his heirs and assigns forever.. All that tract of land or plantation called Pearl Dale situate in the County of Madison State of Mississippi about one Mile from the Town of Madisonville, Containing in the whole Seventy three hundred and Eighteen Acres, being the Sums, Seventeen hundred acres of Which was acquired by the said Walker by deed from Hector McNeill and Wife Three hundred acres acquired by said Walker by deed from John T. Gooch and the remainder being Three hundred and Nineteen acres and twenty hundredths of an Acre, entered by the said Walker at the land office at Mount Salus in the State of Mississippi by receipts dated the twentieth of February Eighteen hundred and thirty five, and numbered 20.533 and 20.534. said receipts being for lots numbered One, Two and three of Section thirty four, Township Eight Range three East, and lot Numbered Two of Section four Township seven Range three East, all in said Mount Salus Land District, together with all the Slaves on said Plantation now living which were Purchased by said Walker from John S. Harris by Bills of Sale dated January twelfth eighteen hundred and thirty five and named in said Bills of Sale as follows, namely London, Lucinda, and her three Male Children named George, Alexander, Joe, Also David, Henry, Mary, Sam, Ann, Nelson, Rit, Henry, Jack Frankey Nathan, Collin, Matilda, Charles, Rachel, Caroline, and her Child Jourdan, Nicy Bring, Joe, Sarah, Joe, Mahala and her Child Sam, together with all and singular.

the appurtenances, hereditaments, privileges and advantages whatsoever unto the above described premises belonging or in any wise appertaining:= And also all the estate, right, title, interest and property, and claim whatsoever, either at law or in equity of them the said Robert J. Walker and Mary B. his wife of in and to the same To Have and to Hold the above granted, bargained and described premises with the appurtenances, unto the said Seymour M. Puckett his heirs and assigns forever, and the said Robert J. Walker and Mary B. his wife for them and their heirs, Executors and Administrators do Covenant, grant, promise and agree to and with the said Seymour M. Puckett and his heirs and assigns, that they the said Robert J. Walker and Mary B. his wife and their heirs, the above described and hereby granted premises and every part thereof, with the appurtenances unto the said Seymour M. Puckett and his heirs and assigns against the said Robert J. Walker, and Mary B. his wife and their heirs, and against all Persons lawfully or equitably claiming or to claim said Premises, or any part thereof shall and will Warrant, and by these presents forever Defend. In testimony Whereof the said Robert J. Walker and Mary B. his wife have hereunto set their hands and seals the day and year above written, Signed sealed and delivered in Presence of }

R. J. Walker {Seal}
Mary B. Walker {Seal}

The State of Mississippi } Before me Ralph North, Clerk of the Probate Court of said
Adams County } Set } County and State, Personally appeared the within named Robert J. Walker, and Mary B. Walker his wife and severally acknowledged that they signed sealed and delivered the within Deed on the day and year and for the Purposes therein mentioned. And the said Mary B. Walker being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered said Deed freely and voluntarily without any fears threats or compulsion from her said husband,

{Seal} Given under my hand and seal of office this 12th day of November A.D. 1838

Ral North Clk

Thomas Collins & wife } Received for Record 22nd October & Recorded 19th November 1838
Deed
Madison County } This Indenture made and entered into this twenty second day of October in the year of our Lord One thousand Eight and thirty eight Between Thomas Collins Jr and Eliza Jane Collins his wife of the County of Madison and State of Mississippi of the first Part and the County of Madison in said State of the second part Witnesseth, that the said Thomas Collins Jr and Eliza Jane his wife for and in Consideration of the Sum of Ten Dollars to them in hand paid the receipt whereof is hereby acknowledged have this day given granted bargained sold, aliened, Conveyed and Confirmed, and by these Presents do give grant bargain, sell, alien Convey and Confirm unto the said County of Madison and its assigns forever the following described Lot or tract of land lying and being in the County of Madison and State aforesaid, Bounded as follows to wit Beginning at the South East corner of the North half of the East half of the North East quarter of Section No 24 in Township No 9 of Range No 2 East, and running thence due West 834 feet to a Stake, thence due North 834 feet to a Stake, thence due East 834 feet to a Stake in the Range line between Ranges two and three East, thence South with said line 834 feet to the Place of Beginning, Containing in all fifteen acres be the same More or less, 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 Thomas Collins Jr and Eliza

his wife of in and to the same either at law or in Equity, To Have and to Hold the above described and hereby granted premises with the appurtenances unto the said County of Madison and its assigns forever in fee simple and the said Thomas Collins and Eliza Jane his wife for themselves their heirs Executors, Administrators and assigns do Covenant and agree to and with the said County of Madison and its assigns that until the ensealing and delivery of these presents they were well seized in fee of the aforegranted premises, that they have good right and lawful authority to sell and convey the same in manner and form aforesaid, and that they will, and their heirs Executors, Administrators and assigns shall forever warrant and defend the title of the aforegranted premises unto the said County of Madison and its assigns against themselves their heirs & against all and every Person or Persons lawfully Claiming or to Claim the same or any part thereof. In testimony whereof the said Thomas Collins and Eliza Jane his wife have hereunto set their hands and affixed their seals the day and year first above written.

Thomas Collins {Seal}
Eliza Jane Collins {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 Thomas Collins and Eliza Jane his wife and acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein named as their act and deed. And the said Eliza Jane wife of said Thomas Collins 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 fully and of her own accord without the fear threats or compulsion of her said husband.

Given under my hand and seal of Office at Canton this 22nd Day of October A.D. 1838

John T. Cameron Clerk

Thomas Collins & wife to John C. Beathall — Deed

Received for Record October 22nd & Recorded November 26th 1838

This Indenture Made and entered into this twenty second day of October in the year of Our Lord One thousand Eight hundred and thirty eight Between Thomas Collins & Eliza Jane Collins his wife of the first part and John C. Beathall 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 Five Hundred Dollars to them in hand paid the receipt of which is hereby acknowledged have this day granted, bargained, sold conveyed and confirmed and by these presents do grant, bargain sell and convey and confirm unto the said party of the second part his heirs and assigns forever a certain tract or Parcel of land situate lying and being in the County of Madison and State of Mississippi known and designated on the Plat of Survey of land subject to sale at Mount Salus in said State as the West half of the South West quarter of Section No 17. Township No 9. of Range No 3 East in the Choctaw District. Containing twenty nine and 75/100 acres be the same more or less together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and also all the Estate, right, title interest and Property and Claim and demand of them the said party of the first part, their heirs Executors administrators and assigns of in and to the same or any part thereof either in Law or Equity, To Have and to Hold the above described and hereby granted Premises with the appurtenances unto the said Party of the second Part his heirs and assigns forever in fee simple, And the said Party of the first Part for themselves their heirs & do Covenant and agree to and

with the said party of the second part his heirs & that they are well seized in fee of the afore granted Premises, that they have good right to sell and convey the same in manner and form aforesaid, and that they will and their heirs Executors and administrators shall warrant and forever defend the title to the afore granted Premises with the appurtenances unto the said party of the second part his heirs and assigns against the said party of the first part their heirs Executors and administrators, and against all and every other person or persons whatsoever claiming or to claim the same or any part thereof either lawfully or Equitably.

In testimony whereof the said Thomas Collins Sr and Eliza Jane his wife the parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

Thomas Collins {Seal}
Eliza Jane Collins {Seal}

The State of Mississippi }
Madison County } Personally appeared before me John V. Cameron Clerk of the Probate Court of said County the above named Thomas Collins and Eliza Jane his wife and acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein named as their act and deed. And Eliza Jane the wife of said Thomas Collins 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

Given under my hand and seal of Office at Canton this 22nd day of October AD. 1838

John V. Cameron Clerk

Wm. W. Keithley & Wife Nancy Deed to Wm C. Tisdale

Received for Record October 23d & Recorded November 20th 1838

The State of Mississippi }
Madison County } This Indenture made and entered into this the Eighteenth day of June One thousand Eight hundred and thirty eight between William W. Keithley and Nancey M. Keithley his wife of one part, and William C. Tisdale of the other part, all of the State and County aforesaid. Witnesseth that the said William W. Keithley and Nancey M. his wife for and in consideration of the sum of Twelve hundred Dollars to them in hand paid by the said William C. Tisdale the receipt whereof is hereby acknowledged, and themselves fully paid and satisfied — Have bargained sold and conveyed and by these Presents do bargain sell and convey unto the said William C. Tisdale his heirs and assigns a certain tract or parcel of land, situate lying & being in the County & State aforesaid described as follows. The West half South West quarter Section No Nineteen Township number Ten & range number five East. The East half North West quarter of Section number thirty Township number Ten Range number five East, To Have and to Hold the above described lands and all Profit arising therefrom to him the said William C. Tisdale his heirs and assigns forever, We the said William W. and Nancey M. Keithley do hereby quit claim and will forever defend the aforesaid Premises to him the said William C. Tisdale against the lawful claim or claims of all persons whomsoever. In Witness whereof we have hereunto set our hands and seals day and year above written.

Wm W. Keithley {Seal}
Nancey M. Keithley {Seal}

State of Mississippi }
Madison County } Personally appeared before me a justice of the peace in and for said County William M. Keithley who acknowledged that he signed sealed and delivered the foregoing Deed the day and year therein mentioned as his act and Deed.

Given under my hand and seal 18th June 1838

O. H. P. Davis J.P. {Seal}

State of Mississippi } Personally appeared before the undersigned Justice of the
Madison County } peace in & for said County Nancy M. Huthley wife of
William H. Huthley who acknowledged that she voluntarily signed sealed
and delivered the foregoing deed without fear threats or compulsion of her said
husband on the day and year therein mentioned.

Given under my hand and seal 18th June 1838

Oliver H. P. Davis J.P. {Seal}

N. B. Johnson } Received for Record 20th & Recorded 21st November 1838
Power of attorney }
John T. Cameron } Know all men by these presents, that I N. B. Johnston of Newton
County State of Mississippi, have made, authorized nominated and appointed, and by
these Presents do make, nominate authorize and appoint John T. Cameron of the
County of Madison State aforesaid My true and lawful attorney for me and
in my name to release a Certain Deed of Mortgage Executed by D. B. Crawford G. W.
Nicks, and J. P. Bryatt to John S. Gooch and my self bearing date the 7th of
January 1836. and Recorded in the Clerks Office of the Probate Court of Madison
County State aforesaid, Conveying a Certain tract of land lying and being
in Township 10 Range 3 East, Section 9. North East quarter. the Condition of
the said Mortgage Deed having been fully performed and satisfied by the said
Mortgagors. In witness whereof I have hereunto set my hand and seal
this 17th Day of November 1838

State of Mississippi } N. B. Johnston {Seal}
Newton County } Personally appeared before me George Armstrong Clerk of
the Probate Court of Newton County the above named N. B. Johnston who
acknowledged that he signed, sealed and delivered the foregoing Power of attorney
on the day and year therein Mentioned as his act and deed.

{Seal} Given under my hand and seal of Office this 17th Day of
November 1838

George Armstrong Clk
By R. Gregg D. Clk

Mary Johnston } Received for Record 20th & Recorded 21st November 1838
Power of Attorney }
John T. Cameron } Know all men by these presents, that I Mary Johnston of Newton
County, State of Mississippi have made, authorized, nominated and appointed
and by these Presents do make authorize nominate and appoint John T.
Cameron, of the County of Madison State aforesaid, my true and lawful
Attorney for me and in my name to release a Certain Deed of Mortgage Ex-
ecuted by D. B. Crawford, John P. Bryatt and Alexander H. Campbell to myself
bearing date the 31st Day of August 1835 and Recorded in the Clerks office
of the Probate Court of Madison County State aforesaid conveying a Certain tract
of land in Township 10 Range 3 East, South ½ East ¼ North East ¼ sect No 8
containing forty acres. also Eighty Acres in Township 10 Range 3 East, North ½
East ½ N E ¼ & W ½ E ½ S E ¼ of section No 8. the Condition of the said Mortgage
Deed having been fully performed and satisfied by the said Mortgagees.

In witness Whereof I have hereunto set my hand and seal this 17th day
of November 1838

In Presence of
George W. Nicks
Daniel Johnston

Mary Johnston {Seal}

State of Mississippi } Personally appeared before me George Armstrong, Clerk of
Newton County } the Probate Court of said County the within named Mary Johnston who acknowledged that she signed sealed and delivered the within power of Attorney on the day and year therein mentioned as her act and deed. Given under my hand and seal of Office this 17th Day of November 1838

George Armstrong Clk
By W. Gregg D. Clk

James H. Denson Admr. } Received for Record 22nd October & Recorded 21st November 1838
Decd.
William Smith } This Indenture Made this twenty second day of October in the year of our Lord, One thousand Eight hundred and thirty Eight between James H. Denson, Administrator De Bonis Non of Michael McCaffray late of the County of Madison and State of Mississippi deceased, of the first part, and William Smith of the same State & County of the other part, Witnesseth that whereas the Court of Probates for the County of Madison aforesaid at the June term of said Court in the year of our Lord one thousand Eight hundred and thirty eight upon the Petition of the said James H. Denson, did direct and order the said James H. Denson Administrator as aforesaid to sell the land hereinafter described for the purpose of paying off the just debts of the said Michael McCaffray, of which land the said Michael McCaffray died seized, Now in pursuance of said order of Court, and the sale had in pursuance thereof also, and of the power and authority aforesaid, and for the Consideration of Two thousand ~~two~~ hundred and twenty Dollars to the said James H. Denson in hand paid by the said William Smith the receipt whereof is hereby acknowledged the said James H. Denson Administrator as aforesaid hath granted, bargained and sold and Conveyed, and by these presents doth grant, bargain and sell and Convey unto the said William Smith his heirs and assigns forever. all the right, title and interest both in law and Equity which the said Michael McCaffray had at the time of his decease, in and to all that tract or parcel of land situate and lying in the County of Madison and State of Mississippi aforesaid to wit: and Known and designated as the West half of the South East quarter of Section No twenty five Township No Eight Range No Two West, And the West half of the North East quarter of Section No thirty six Township No Eight, Range No two West, and the East half of the South West quarter of Section No twenty five Township No Eight Range No two West, Containing in all about two hundred and forty acres more or less. together with all and Singular the Privileges and appurtenances to the same belonging. To Have and to hold the same to the said William Smith his heirs and assigns forever, and the said James H. Denson for himself his heirs Executors and Administrators Covenants and agrees with the said William Smith his heirs and assigns that the premises hereby Conveyed are free from all incumbrances done or suffered by him the said James H. Denson, the Meaning and intent hereof is hereby to transfer and convey the said premises to the said William Smith his heirs and assigns forever as fully and completely as the said Michael McCaffray might or could have done in his lifetime

In testimony whereof the said James H. Denson hath hereunto set his hand and seal the day and year above written

The word "Smith" interlined and "are" erased before signing

James H. Denson } Seal }
Administrator De Bonis Non
of Michael McCaffray

Attest, C. C. Shackelford

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the above named James H. Denson Administrator "De Bonis Non" of the Estate of Michael McCaffray Dec'd and acknowledged that he signed sealed and delivered the foregoing Deed as his act and deed as Administrator as aforesaid on the day and year and for the purposes therein specified.

Given under my hand and seal of Office at Canton
Seal } This 22nd Day of October A.D. 1838

John T. Cameron Clerk

Board of County Police } Received for Record 22nd October } Recorded 22nd November 1838
Deed } The State of Mississippi
Thomas Collins Jr } Madison County } Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March A.D. 1833 the Board of Police for the County of Madison in the State of Mississippi were authorized and empowered to contract — or receive as a donation a certain parcel or tract 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 & designated the Town 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 26th. 27th & 28th days of May in the year A.D. 1834 at which sale Thomas Collins Jr became the purchaser of Lot C. and Lot B. according to the Plan of said Town at the Price of Three hundred & thirty eight Dollars the payment of which has been duly made. Sw 4 nw 14-7-3 E

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 said Sum of Three hundred & thirty eight Dollars paid to the said Board of County Police by the said Thomas Collins Jr, and by the powers 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 Thomas Collins Jr those Certain Lots in the Town of Canton Known in the Plan of said Town as Lots C and Lot B. together with all and singular the rights, members, hereditaments and appurtenances To Have and to Hold all and singular the Premises before mentioned unto the said Thomas Collins Jr his heirs and assigns forever, and we do hereby bind ourselves and successors in office under the name and style of the Board of Police for Madison County to warrant & forever defend all and singular the said Premises unto the said Thomas Collins Jr his heirs and assigns against all lawful claims whatsoever.

In testimony whereof we have hereunto set our hands and caused our corporate seal to be affixed this the 22nd Day of October A.D. 1838

Eli Nichols
Joseph S. Pugh
S. Silverberg

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. Joseph S. Pugh and Johnson Silverberg Members of the Board of County Police for said County and acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein named as their act and deed as members of the Board of Police aforesaid for the purposes therein specified.

Given under my hand and seal of office at Canton this 22nd day of October A.D. 1838

John T. Cameron Clerk

Board of Police } Received for Record 22nd October & Recorded 22nd November 1838
Deed } State of Mississippi }
T. C. Tupper } Madison County } Whereas by an act of the Legislature of the State of Mississippi, approved on the 1st day of March A.D. 1838 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 parcel or tract of land in said County upon which to locate a Town as a Permanent Seat of justice for said County which Town was to be known and designated by the name of the Town of Canton, and whereas in pursuance of the Provisions of said act a Selection for the Site of said Town has been made and said Town laid off a Plat of which has been recorded among the Proceedings of said Board of Police, and Whereas a Sale of the Lots was had on the 26. 27 & 28 days of May in the year 1834 at which Sale William Joiner became the purchaser of lots No 3 & 4 in Square No 8 according to the plan of said Town at the price of fifty six dollars the payment of which has been made, and whereas the said William Joiner has bargained sold and conveyed to T. C. Tupper of the County and State aforesaid the aforesaid lots for a valuable consideration. Now Know all men by these presents that we the undersigned Members of the Board of Police for the County aforesaid in Consideration of the sum of Fifty six Dollars in hand paid the receipt whereof is hereby acknowledged, and by virtue of the power vested in us by the act of the Legislature above referred to Have granted, bargained sold and Conveyed, and do by these presents grant bargain sell and Convey unto the said T. C. Tupper the said Lots No 3 & 4 in Square No 8 in said Town of Canton according to said Plan containing one acre be the same more or less and all improvements thereon, To Have and to Hold the said above granted premises unto the said T. C. Tupper and to his heirs and assigns forever. And we do hereby 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 T. C. Tupper his heirs and assigns, against all lawful Claims whatsoever.

In testimony whereof we have hereunto set our hands and caused our Corporate Seal to be affixed this 22nd Day of October 1838

Eli Nichols
Joseph B. Pugh
S. Silversberg

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, Joseph B. Pugh and Solomon Silversberg who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein named as their act and deed as Members of the Board of County Police for the County aforesaid for the purposes therein specified.

Given under my hand and seal of office at Canton this 22nd Day of October A.D. 1838

John T. Cameron Clerk

Sion Sanders & wife } Received for Record 24th October & Recorded 22nd November 1838
Deed } State of Mississippi }
James Pigg } Madison County } This Indenture made and entered into this 23rd day of October A.D 1838 between Sion Sanders and his wife Louisa of the first part, and James Pigg of the second part all of the County and State aforesaid Witnesseth that the said party of the first part for and in Consideration of the sum of twelve hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have given granted bargained sold aliened enfeoffed

and Conveyd, and by these Presents do bargain Sell alien infeoff and Convey unto the Said James Pigg his heirs and assigns forever the following described tracts or parcels of land lying and being in Madison County State aforesaid and known and designated as the South half of East half of North East quarter and the North half East half of South East quarter of Section No Nine and the North half West half of South West quarter of Section No 10 all in Township No Ten Range No 3 East, and all the improvements thereon. To Have and to hold the aforegranted premises unto the Said James Pigg and unto his heirs and assigns forever. And the Said party of the first part for themselves their heirs Executors administrators do hereby Covenant and agree with the Said James Pigg, that they are seized in fee of the aforegranted premises and that the Same are Conveyed free and quit of all incumbrances, and that they will warrant and forever defend the title to the same to the Said James Pigg and to his heirs and assigns forever against the lawful and equitable Claims of all persons whatsoever,

As witness our hands and seals the day and year first above written

Signed sealed & dl^d in presence of } Lion Sanders {Seal}
State of Mississippi } Louisa her X mark Sanders {Seal}
Madison County } Personally appeared before the undersigned Justice of the peace and for said County Lion Sanders who acknowledged that he signed sealed and delivered the foregoing Deed as his act and deed and for the purposes therein mentioned. also Louisa Sanders wife of Lion Sanders who being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed as her act and deed and for the purposes therein mentioned without the threats or Compulsion of her said husband.

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

J. J. Salmon, J. P {Seal}

James M. Smith } Received for Record 26th October } Recorded 28nd November 1838
Title Bond } State of Mississippi }
John Mosby } County of Madison } Know all men by these Presents that I James M. Smith am held and firmly bound unto John Mosby in the sum of thirty six hundred Dollars to be paid to the said John Mosby his heirs Executors administrators or assigns to which I bind my self my heirs Executors and administrators Given under my hand and seal this first day of October Eighteen hundred and thirty seven, Whereas the above named James M. Smith hath this day bargained and sold to the said John Mosby a Certain parcel or tract of land Containing Eighty acres being the East half of the South west fourth of section Nine in Township Nine Range two East, for which the said John Mosby agrees to pay to the said James M. Smith the sum of Sixteen hundred Dollars in one & two years from this date, on the receipt of which sum of Money the said Jas M. Smith binds himself his heirs Executors & administrators to make to the said John Mosby a good and lawful title to the above described land.

In testimony whereof I the said James M. Smith have hereunto set my hand and seal this 1st Day of Octo 1837

The State of Mississippi } Jas. M. Smith {Seal}
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named James M. Smith and 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.
Given under my hand and seal of office at Canton
this 26th Day of October A.D. 1838

John T. Cameron Clerk

G. W. Terrill } Received for Record 27th October & Recorded 22nd November 1838
Deed of Trust }
H. A Garrett } This Indenture Made and entered into this 27th day of October 1838 Between George W. Terrill of the one part and Henry A Garrett of the other part, Witnesseth that said Terrill for and in Consideration of the sum of Ten Dollars in hand Paid the receipt of which is hereby acknowledged by said Terrill and for the Considerations hereinafter mentioned said Terrill hereby sells and Conveys to said Garrett the following Negroes. Slaves for life to wit Henry, Charles, Willis, Vinny Tom, Rose, Jane, Martha, To Have and to hold said Slaves to said Garrett in trust upon & for the following purposes, to wit, Whereas said Garrett and E. R. Anderson are securities for said Terrill in a Bond given in the Clerks office of the Circuit Court of Madison County to Carry a Case or judgement rendered by said Court against said Terrill at the April Term 1838 in favor of D. G & R. Moore for upwards of $4000. to the high Court of Errors & appeals of this State, and the said Garrett is also the security of said Terrill on a note for $550. or thereabouts payable to the President Directors &c of the Planters Bank at Jackson, and whereas the said Garrett is to get renewed in the sinking fund a note for $2000. or thereabouts owing by the said Terrill to said Sinking fund on which said Note D. M. Haley is the security, & for his security said Terrill has given him a Deed of trust upon said Negroes heretofore sold & Conveyed by said Terrill to said Garrett & which Deed of trust the said Garrett by said renewal is to get released off said property, And whereas there may be other liabilities of said Garrett & Anderson on account of said Terrill which are not now within the recollection of the parties; and the said Terrill being willing to secure the said Garrett and Anderson against the hazard of paying any money on any of the before mentioned liabilities or any liability not now recollected, Makes this Conveyance in trust, and it is hereby expressly understood & agreed between the parties to this Deed that upon the said Garrett and Anderson being in danger of being sued or Pressed on said notes or either of them, or any other liability, or upon an affirmance of said Judgement against them, then the said Garrett shall have full power and authority to sell & dispose of said Negroes or a sufficient number of them to pay any such debt or debts either by Public auction or Private sale as shall seem & happen most for the benefit of said Terrill or will most Probably Produce the highest price either for Cash or upon time, as may be practicable for the satisfaction of any such debt or debts & make Clear title to the purchaser. and in Case of a public sale it shall be advertised at least ___ days before the day of sale & shall take place at such as shall be selected by the trustee & until such time as it may be necessary to sell said Property the same shall remain in possession of said Terrill. Witness our hands & seals

G. W. Terrill {Seal}
H. A. Garrett {Seal}

State of Mississippi }
Madison County } This day personally appeared before me Tooker L. Salmon justice of the peace of said County the within named George W Terrill & Henry A Garrett and acknowledged that they signed sealed and delivered in written And as their act and deed on the days year therein mentioned
Given under my hand and seal this 27th day of Oct 1838
T. L. Salmon J. P. {Seal}

G. W. Terrill } Received for Record 27th October & Recorded 23rd November 1838.
Bill Sale }
H. A. Garrett } Whereas I have heretofore entered into an agreement by Indenture with H. A. Garrett for the sale of a plantation in Yazoo County & Certain Negroes & am to procure him the title therefor & have sold & conveyed unto him Certain property in said Indenture Mentioned to be supplied by him in getting or aiding him in getting said title & said Garrett is apprehensive that said property conveyed will not be sufficient to enable him to get a title to said land, and said Contract with said Garrett being intended to secure a debt due to Briggs Lacoste & Co. to be settled and paid according to the Terms mentioned in said Indenture. Now for the purpose of more fully enabling said Garrett to succeed in said arrangement as contemplated I hereby sell and convey to him my interest in the following Negroes it being one Half joint interest with Jonathan Lamb in & to the following negroes. to wit, Reba. Washington. Alfred. Washington & Alfred the small boys Fenny & Jenet and Dolly which said negroes except Lena are engaged by Contract with Beck & Newman in picking out a Crop made by us jointly, on the finishing of which they are to be at the disposal of such arrangement as said Garrett may make in attaining the object of said Indenture. Witness my hand & seal Oct 27th 1838

G. W. Terrill (seal)

State of Mississippi }
In Madison County } This day personally appeared before me Tooker L. Salmon Justice of the Peace of said County George W Terrill who executed the within deed and acknowledged that he signed sealed and delivered the same as his act on the day and year therein Mentioned.

Given under my hand and seal this 27th Day of Oct in 1838

T. L. Salmon J. P. (seal)

William R. Boutwell } Received for Record 31st October & Recorded 23rd November 1838
Deed }
Thomas Donohoo } This Indenture Made and entered into this twenty sixth day of March Anno Domini Eighteen hundred and thirty Eight Between William R. Boutwell of the first part, and Thomas Donohoo of the second part, all of the County of Madison and State of Mississippi Witnesseth that the said William R. Boutwell for and in Consideration of the sum of Four hundred Dollars to him in hand paid by the said Thomas Donohoo at and before the ensealing and delivering of these presents the receipt whereof is hereby acknowledged have granted, bargained sold conveyed and confirmed, and by these presents do grant bargain sell and convey unto the said Thomas Donohoo and his heirs and assigns forever the following described parcel or tract of land, lying and being in the County of Madison and State of Mississippi. to Wit. South East quarter of the North West quarter, and the North West quarter of the South West quarter of Section Number twenty two Township Number twelve of Range Number four East containing Eighty acres and 06/100 of an acre. To Have and to Hold unto him the said Thomas Donohoo and to his heirs and assigns forever. said tract or parcel of land and the appurtenances thereunto belonging or in any wise appertaining — And the said party of the first part hereby binds himself to warrant and forever defend the title of the same unto the said party of the second part against all persons claiming the same.

In testimony Whereof the said William R

Bontwell has hereunto set his hand and seal on the day and year above written,

signed sealed and delivered in presence of } William R. Bontwell his mark {Seal}
William Riley
Theodore Hiller

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County ss } of the Probate Court of said County the above named William R. Bontwell and acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein named as his act and deed

Given under my hand and seal of office at Canton this 31st Day of October A.D. 1838

John T. Cameron Clerk

Thomas Donohoo } Received for Record 20th & Recorded 23rd November 1838
Deed }
Charles Riley } This Indenture, made and entered into this the 19th day of November Anno Domini Eighteen hundred and thirty Eight Between Thomas Donohoo and Matilda his wife of the first part and Charles Riley of the second part all of the County of Madison and State of Mississippi Witnesseth that for and in Consideration of the sum of Two thousand Dollars to us the said party of the first part in hand paid by the said party of the second part at and before the signing and sealing of these presents the receipt whereof is hereby acknowledged, have granted, bargained sold aliened, enfeoffed and confirmed, and by these Presents do grant, bargain, sell, alien enfeoff and confirm unto the said party of the second part, and to his heirs and assigns forever the following described tract or Parcel of land lying and being in the County and State aforesaid and known and designated as follows to Wit: The South East quarter of the North West quarter and the North West quarter of the South West quarter, and the West half of the South East quarter of Section No Twenty two, Township No Twelve of Range No fourteen containing 160 acres more or less. To Have and to Hold unto him the said Charles Riley and his heirs and assigns forever, all and singular said land and its appurtenances thereunto belonging or in any wise appertaining And we the said Thomas Donohoo and Matilda his wife the party of the first part do hereby bind ourselves, our heirs, executors, administrators and assigns to forever warrant and defend the title unto him the said Charles Riley and his heirs and assigns forever, and against our heirs Executors and administrators, and against the Claim or Claims of all and every person or persons lawfully Claiming the same.

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

signed sealed and delivered in presence of } Thomas Donohoo {Seal}
Hugh. A. H. Lawson {J.P.} } Matilda her X mark Donohoo {Seal}

State of Mississippi } I Hugh. A. H. Lawson an acting Justice of the Peace in & for said
Madison County } County do hereby Certify that Matilda Donohoo the wife of the within named Thomas Donohoo was examined by me separate and apart from her husband and says that the within his her own act & deed done for the purposes in the deed mentioned and that she did not sign the same through fear threats or compulsion

Camden November 19th 1838

H. A. H. Lawson {J.P.}

Callum Barnes } Received for Record 29th October 1838 about 12 o'Clock M. & Recorded 23rd November 1838
Deed
Geo W Stewart } This Indenture Made and entered into this 29th day of October A.D. Eighteen hundred and thirty eight Between Callum Barnes and Docia Barnes his wife of the first part and George W Stewart of the second part all of the County of Madison and State of Mississippi Witnesseth: That the said Callum Barnes and his wife Docia Barnes have for and in consideration of the sum of three thousand Dollars to them in hand paid the receipt of which is hereby acknowledged at and before the signing and delivery of these presents have bargained, sold, released conveyed and confirmed and by these presents do bargain sell, release, convey and confirm unto the said George W Stewart his heirs Executors, Administrators or assigns all and singular the following described tract or parcel of lands lying and being in the County and State aforesaid known and designated in the Plat of survey for the District of Choctaw, subject to sale at Mt. Salus Mi as the East half, North East quarter of Section twenty one Township seven, Range two East, Also the North West quarter of Section Twenty two, Township Seven Range Two East, Containing in all Two hundred and forty acres more or less. Together with all and singular the hereditaments and appurtenances thereunto belonging, To Have and to Hold forever, And we the parties of the first part our heirs Executors or assigns, for and in consideration of the sum aforesaid do warrant and forever defend the title of the above described and hereby conveyed lands unto the said Geo W. Stewart his heirs Executors or assigns from all lawful and Equitable claim or claims whatsoever.

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

Callum Barnes {Seal}
Dosha her X mark Barnes {Seal}

State of Mississippi }
Madison County } Personally appeared before me Gideon Bap an acting justice of the peace in and for said County Callum Barnes whose name is subscribed to the above & foregoing Deed who acknowledgeth that he signed sealed & delivered the same on the day & year therein mentioned as his voluntary act & deed. At the same time Dosha Barns whose name is subscribed to the foregoing Deed the wife of the said Callum Barnes who upon a private examination separately apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed on the day & year therein mentioned as her voluntary act & deed freely without fear threats or compulsion of her said husband.

In testimony whereof I have hereunto set my hand & affixed my seal this 29th Day of October 1838

Gideon Bap {J.P.}

Callum Barnes } Received for Record 29th October 1838 12 o'Clock M & Recorded 23rd November 1838
Deed
Wm Owens } This Indenture Made and entered into this 29th Day of October A.D. eighteen hundred and thirty eight Between Callum Barnes and Docia Barnes his wife of the first part and William Owens of the second part all of the County of Madison and State of Mississippi Witnesseth, that the said C. Barnes and his wife D. Barns have for and in consideration of the sum of Two hundred Dollars to them in hand paid the receipt of which is hereby acknowledged at and before the assigning and delivery of these presents have bargained, sold, confirmed and conveyed, and by these presents do bargain sell, convey and confirm unto the said William Owens his heirs Executors Administrators and assigns all and singular the following described tract or Parcel of land lying and being in the County and State aforesaid

Known and designated in the Plat of Survey in the District of Choctaw subject to sale at Mt Salus Mi as the South half, West half, North East quarter of section ten Township Seven Range Two East, Containing forty acres More or less. together with all and singular the hereditaments and appurtenances thereunto belonging. To Have and to Hold forever. And we the parties of the first part our heirs, Executors or assigns for and in Consideration of the Sum aforesaid do warrant and forever defend the title of the above described and hereby conveyed lands unto the said William Owens his heirs Executors and assigns from all lawful and equitable Claim or Claims whatsoever.

In witness whereof we hereunto affix our hands and seals the day and year first above written.

Callum Barnes {Seal}
Dosha her X mark Barnes {Seal}

State of Mississippi }
Madison County } Personally appeared before me Gideon Bass an acting justice of the Peace in and for said County the within named Callum Barnes whose name is subscribed to the above & foregoing Deed who acknowledgeth that he signed sealed & delivered the same on the day & year therein written as his voluntary act & Deed.
At the same time Dosha Barnes whose name is subscribed to the foregoing Deed the wife of the said Callum Barnes who upon a private examination separate & apart from her said husband acknowledged that she signed the foregoing Deed on the day & year therein mentioned as her own voluntary act & Deed, freely without any fear threats or compulsion of her said husband.

In testimony whereof I have hereunto set my hand & affixed my seal this 29th Day of October 1838

Gideon Bass {L.S.}

Callum Barnes }
Deed }
Enoch Rose } Recorded for Record October 29th 12 O'Clock M. & Recorded 24th November 1838

This Indenture Made and entered into this 29th day of October A.D. Eighteen hundred and thirty eight Between Callum Barnes and Dosia Barnes his wife of the first part, and Enoch Rose of the second part all of the County of Madison and State of Mississippi Witnesseth That the said C Barnes and his wife Dosia Barnes have for and in consideration of the Sum of Two hundred Dollars to them in hand paid the receipt of which is hereby acknowledged, at and before the signing and delivery of these presents have bargained sold, conveyed, released and confirmed, and by these presents do bargain sell, convey, release and confirm unto the said Enoch Rose his heirs Executors, Administrators or assigns all and singular the following described tract or parcel of land, lying and being in the County and State aforesaid Known and designated in the Plat of Survey for the District of Choctaw subject to sale at Mt. Salus as the North half West half, South East quarter, Section fifteen Township Seven Range Two East, Containing forty acres More or less. together with all and singular the hereditaments and appurtenances thereunto belonging. To Have and to Hold forever And we the parties of the first part our heirs Executors or assigns for and in Consideration of the Sum aforesaid do warrant and forever defend the title of the above described and hereby conveyed lands unto the said E Rose, his heirs Executors or assigns from all lawful or Equitable Claim or Claims whatsoever.

In witness whereof we hereunto affix our hands and seals the day and year first above written

Callum Barnes {Seal}
Dosha her X mark Barnes {Seal}

State of Mississippi }
Madison County } Personally appeared before me Gideon Bass an acting Justice of the peace in and for said County Callum Barnes whose name is subscribed to the above & foregoing Deed who acknowledgeth that he signed sealed & delivered the same on the day & year therein written

as his voluntary act and deed. Also at the same time Dicka Barnes whose name is subscribed to the foregoing deed, wife of the said Callum Barnes who upon a Private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed on the day & year therein mentioned as her own voluntary act and deed freely without any fear or threats or compulsion of her said husband, In testimony whereof I have hereunto set my hand and affixed my seal this 29th day of October 1838

Gideon Bass J. P.

Gustine & Marshall } Recorded for Record & Recorded December 1st 1838
Deed
John B. Peyton } This Indenture Made and entered into this thirtieth day of October in the year of our Lord One Thousand Eight hundred and thirty eight Between Samuel Gustine, Levin R. Marshall and Sarah E. Marshall his wife of the County of Adams and State of Mississippi of the first part and John B. Peyton of the County of Hinds and State of Mississippi of the second part Witnesseth that for and in Consideration of forty thousand Dollars to them in hand paid, the Receipt whereof is hereby acknowledged, the said parties of the first part have this day bargained sold aliened enfeoffed and Conveyed and do by these Presents bargain sell, enfeoff and Convey unto the said John B. Peyton his heirs assigns or administrators in fee simple forever the following described Tracts or parcels of land known and designated more particularly as follows to wit Lots No Eight Nine. Ten. Eleven. Twelve thirteen and fourteen of Section Number five. Lots Number One, Six, Seven. Eight, Nine and Thirteen of Section Number Seven, The North West quarter of Section Number Twenty Two. The East half of the North East quarter of Section Number Twenty one, & the South West quarter of Section Number fifteen in Township Number Eighteen of Range Number One East in the District of lands sold at Columbus in the State of Mississippi The West half of the South East quarter of Section Number Twenty Six & The North East quarter of Section Number Thirteen. and the East half of the South East quarter. and the East half of the North West quarter of Section Number Thirteen & The South half. and the North West quarter of Section Number Twelve. The East half of the North East quarter of Section Number Eleven & and the South West quarter of Section Number One of Township Number Ten of Range Number five East & The North West quarter and West half of the North East quarter of Section Number four. The South half and West half of the North West quarter of Section number Eighteen The West half of the South West quarter of Section number Seventeen. The North half and the West half of the South West quarter of Section number Nineteen. The West half of the North West quarter of Section Number Seventy. The South East quarter of Section number Twenty Nine. The West half of the South West quarter of Section Number Seventy Eight. The North East quarter of Section Number Thirty two, and the West half of the North West quarter of Section number thirty three of Township number Ten of Range number Six East. The West half of the South East quarter and the East half of the North East quarter of Section number Seventy Eight of Township Number Eleven of Range Number Six East, all in the District of lands subject to Sale at Columbus in the State of Mississippi. and the North West quarter. West half of the North East quarter. and South West quarter of Section Number One. The East half of the North East quarter, and East half of the South West quarter of Section Number Two of Township Number Three of Range Number Two West in the District of lands subject to Sale at Mount Salus in the State of Mississippi, To Have and to hold unto the said John B. Peyton his heirs assigns or administrators all the above described tracts or parcels of land together with all the tenements, hereditaments and appurtenances thereunto —

appertaining and belonging in fee simple forever. And the said parties of the first part for themselves, their heirs executors &c do warrant and defend the right and title of said land unto the said John B Peyton his heirs assigns &c against themselves their heirs assigns administrators &c and all other persons whomsoever claiming by, through or under them in any wise whatsoever.

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

Samd Gustine {Seal}
L. R. Marshall {Seal}
Sarah E. Marshall {Seal}

The State of Mississippi }
Adams County } Before me Ralph North Clerk of the Probate Court of said County and State Personally appeared the above named Samuel Gustine, Leon R. Marshall, and Sarah E Marshall and severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year, and for the purposes therein named, And the said Sarah E. Marshall being by me examined separate and apart from her said husband acknowledged that she executed said deed freely and voluntarily without any fear threat or compulsion from her said husband.

Given under my hand and seal of office this 30th day of October 1838

{Seal}

Ral North Clk

Samd. M. Puckett } Received for Record November 28th & Recorded December 5th 1838
Mortgage
Robt. S. Walker } This Indenture, Made the Twelfth day of November in the year of Our Lord, One thousand Eight hundred and thirty Eight, Between Robert S. Walker of the One part, and Samuel M. Puckett of the other part. Witnesseth: That the said Samuel M Puckett in Consideration of the debt to be secured hereinafter mentioned, and of One Dollar, to him in hand paid by the said Robert S Walker the receipt whereof is hereby acknowledged, doth Give, grant, bargain, sell and Convey unto the said Robert S. Walker, All that tract of land or Plantation called Pearl Dale situate in the County of Madison State of Mississippi about One Mile from the Town of Madisonville containing in the Whole Seventy three hundred and Eighteen acres, being the same, Seventeen Hundred acres of which was acquired by the said Walker by deed from Hector McNeill and Wife, Three Hundred acres acquired by said Walker by deed from John S. Geeck and the Remainder being Three Hundred and Nineteen acres and Twenty Hundredths of an acre entered by the said Walker at the land office at Mount Salus in said State by Receipts numbered 20.533 and 20.534 and dated February the Twentieth Eighteen hundred and thirty five for Lots numbered One Two and Three of Section Thirty four Township Eight Range Three East, and Lot Number Two of Section four Township Seven Range Three East, all in said Mount Salus land District, together with all the Slaves now living which were purchased by said Walker from John S. Harris by Bills of Sale dated January Twelfth Eighteen hundred and thirty five and named in said Bills of Sale as follows namely, London, Lucinda, and her three Male Children George, Alexander, Joe, also David Henry, Mary, Sam, Ann, Nelson, Kit, Henry, Jack, Frank, Nathan, Collin, Matilda, Charles, Rachel, Caroline, and her Child Bondam, Nicy, Bring, Joe, Sarah, Joe, Mahala, and her Child Jane, To Have and to hold the said Premises, with the appurtenances, unto the said Robert S. Walker his heirs and assigns, to the only proper use of the said Robert S. Walker his heirs and assigns forever: **Provided**, that if the said Samuel M. Puckett his Heirs Executors and administrators, or either of them do pay or Cause to be paid unto the said Robert S. Walker his Executors, administrators or assigns the Just and fully Sum of, Seventy Three Thousand Seven hundred and Seven hundred and Seventy One Dollars, with Interest as mentioned

in three Certain Promissory Notes of the said Puckett and signed by him and Payable and negotiable all to the said Walker or order at the Mississippi Union Bank at Jackson the first for the Sum of Fifteen Thousand Three Hundred and Seventy five Dollars payable the first of January next. The second for the Sum of Twenty Six Thousand five Hundred and Ninety Eight Dollars Payable the first of January Eighteen hundred and forty. The third for Thirty One Thousand Eight hundred and Eight Dollars payable the first of January Eighteen hundred and forty One then these Presents to be void: And the said Samuel M. Puckett doth Covenant with the said Robert J. Walker that he the said Samuel M. Puckett his Heirs Executors Administrators or assigns shall and will Pay or Cause to be paid to the said Robert J. Walker his Executors Administrators or Assigns the said Sum of Seventy three thousand seven hundred and Seventy One Dollars with interest as aforesaid, on the day above limited for the Payment thereof. The said Notes bearing no interest till due, but if not then Paid then each of said Notes shall from the maturity thereof bear interest at the rate of Eight per Cent per Annum until Paid.

In testimony Whereof, the said Samuel M. Puckett has hereunto set his hand and seal the day and year above written

S. M. Puckett {Seal}

The State of Mississippi }
Adams County set } Before me Ralph North Clerk of the Probate Court of said County and State Personally appeared the within named Samuel M. Puckett and acknowledged that he signed sealed and delivered the within Deed on the day and year and for the purposes therein Mentioned.

Given under My hand and seal of Office this 12th day of November 1838

Ral North Clk

Joseph Rodgers }
And } Received for Record & Recorded December 7th 1838
Stephens Rodgers }

This Indenture Made and entered into first day of December Eighteen hundred and twenty Eight Between Joseph Rodgers of Carroll County State of Mississippi of the first Part and Darley P. Stevens and Barton H. Rogers both of the County and State aforesaid of the second part Witnesseth That for and in Consideration of the sum of One thousand Dollars to me in hand paid the Receipt whereof I do hereby acknowledge: I the above named Joseph Rogers do by these presents Bargain grant sell convey and deliver unto the above named Darley P. Stevens and Barton H. Rogers in fee simple two Certain Tracts of land in the County of Madison in the State aforesaid which Tracts may be known & designated as follows. The North half of Section Thirty One and the South Part of Section Thirty in Sundry lots all South of the Channel of Big Black River Township Eight and Range Three Bought at the land office at Mount Salus Containing according to the Receivers Receipt Six hundred and three acres and Eighty acres in two Lot viz N 1/2 of the East half of the South West quarter the South half of the East half of the North West quarter of Section Thirty four in Township Eight Range Three all West of the Base line and office at Mount Salus, And I the said Joseph Rogers do warrant & forever will defend the same from my heirs Executors administrators or assigns & from all others Claiming under the Government of the United States to the above named Darley P. Stevens & Barton H. Rogers their Heirs & assigns forever,

In Testimony whereof I have hereunto set my hand & seal the day & date above

State of Mississippi }
Carroll County } This day Personally Came before me John A. Rinford a justice of the Peace in and for said County Joseph Rogers who acknowledged that he signed

Joseph Rodgers {Seal}

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 3rd December 1838

Jno. A. Winford J.P. {Seal}

The State of Mississippi }
Carroll County }

I Thomas Rhodes Clerk of the Probate Court of said County certify that John A. Winford whose proper name and signature appears and is subscribed to the above certificate of acknowledgement was at the time of taking and subscribing the same an acting Justice of the Peace of said County duly Commissioned and sworn.

Given under my hand and seal of office at Carrollton the 4th day of December A.D. 1838

{Seal}

Thos M Rhodes Clerk

Henderson Estill } Received for Record & Recorded December 7th 1838.
Deed }
Benj. S. Ricks }

This Indenture Made the Second Day of December One Thousand Eight hundred and Thirty Three Between Henderson Estill and Rhoda his wife of the County of Madison, and State of Mississippi of the first part, and Benj. S. Ricks of the aforesaid County and State of the second part Witnesseth, That the said Party of the first part for and in consideration of the sum of Five Hundred Dollars the Receipt whereof is hereby acknowledged have granted bargained, sold, remised, released, aliened confirmed and Conveyed and by these Presents do grant bargain sell remise release alien Conform and Convey unto the said Party of the second part his heirs and assigns a certain Tract or Lot of land lying and being in County and State aforesaid being West half of the South West quarter section 31. Township No 9 Range 2 East, in the Choctaw District together with all the Privileges and appurtenances belonging thereto, To Have and to Hold unto said party of the second part his heirs and assigns to the only proper use and behoof of the said Benj. S. Ricks his Heirs forever, And the said party of the first Part, for themselves their heirs the said Tract or lot of land and appurtenances above described, and every part thereof against them the said Party of the first part, and their Heirs the above tract or lot of land, and against all, and every Person or Persons whomsoever to the said Benj. S. Ricks his heirs and assigns shall and will warrant and defend by these Presents the day and year above written,

In testimony whereof we have hereunto set our hands and affixed our seals.

Hendyson Estill {Seal}
Rhoday Estill {Seal}

The State of Mississippi }
Madison County }

Personally appeared before me the undersigned Justice of the Peace in and for said County the above named Henderson Estill & Rhoda his wife who acknowledged they signed sealed and delivered the foregoing deed on the day and year therein written as their act and deed, And she the said Rhoda his Wife being examined separate and apart from her husband by me acknowledged her said assignment without any fear threats or Compulsion from her said husband or the fear of his displeasure.

Given under my hand and seal this the 7th of December 1838

Will L Hart {Seal} J.P.

Samuel March } Received for Record December 6th & Recorded December 12th 1838
Deed } The State of Mississippi }
P. H. Hayes } Warren County }

Know all men by these Presents that I Samuel March of the County of Carroll, late of Madison County in said State for & in consideration of the sum of Twenty four hundred and fifty Dollars to me in hand paid the Receipt whereof is hereby acknowledged have bargained sold & Conveyed and

by these Presents do Bargain sell & convey to Patrick H. Hays of sd County of Madison his heirs & assigns forever all that tract or Parcel of land situate in said County & known on the original Maps of Survey made by the United States as the North half of the North East quarter & the South West quarter of Section No Six in Township No Ten of Range No four East, and the South half of the West half of the South East quarter of Section No thirty One Township No Eleven of same Range & the East half of the North East quarter of Section No One of Township No Ten of Range three East, situate in said County. To Have & to Hold the aforesaid described Parcels of land to the said Hays his heirs & assigns forever, and I do hereby warrant & defend the title to the land aforesaid to the said Hays his heirs Executors. Administrators and assigns — well & truly formly by these presents, — In Witness whereof I have hereto set my hand & affixed my seal this 13th Nov 1835

Saml Marsh {seal}
By Saml B Marsh his agent & atty in fact

The State of Mississippi }
Carroll County } Personally appeared before me Thomas Rhodes Clerk of the Probate Court of said County Samuel Marsh named in this deed who acknowledged that he signed sealed and delivered the deed hereto annexed by his attorney in fact Samuel B. Marsh on the day and year therein mentioned as his act and deed.

{Seal}

Given under my hand and seal of office at Carrollton the 1st Day of December A.D. 1838.

Thos Rhodes Clerk

James Pittman } Received for Record 1st & Recorded 13th December 1838
Deed of Gift } State of Mississippi
Thomas P. Peel } Madison County } This Indenture made and entered into this fourth day of September in the year of our Lord One thousand Eight hundred and thirty Eight Between James Pittman of the County and State aforesaid and his wife Alce Pittman, and Adah the Daughter of the said James and Alce Pittman aforesaid, and now the wife of Thomas P. Peel, and James Johnson the son & only Child of Nancy the Daughter of said James and Alce Pittman his wife, and wife of James Johnson, the said Nancy the mother of said James now being dead. The said James Pittman being of the first part and the said Alce his wife, Adah the wife of Thomas P. Peel, and James the son of Nancy being of the second part. Witnesseth. That the said James Pittman now getting old and far advanced in years and in Consideration of the love and affection which he bears to his said wife Alce, his said Daughter Adah, and his Grandson James as aforesaid, and further in Consideration of One Dollar paid by each of the persons named in the second part, to wit Alce. Adah and James. the receipt whereof is hereby acknowledged, have given granted aligned and Confirmed to the three persons named of the second part the Property hereinafter mentioned, subject to the Conditions and restrictions hereinafter mentioned, that is to say, to pass as herein directed, and the Property herein specified to vest and be disposed of at and not before the death of him the said James Pittman of the first part as aforesaid, to wit: The said James Pittman gives grants and Confirms as aforesaid the negro slaves, Mary a girl about Seventy Seven years old, and Negro Boy Andrew about Nine years old unto his Daughter Adah as aforesaid; And the said James of the first part gives grants and Confirms, as aforesaid unto his wife, the Negro slaves Fanny a Girl about Twenty years old, and Nelson a Negro boy about Six years old

subject to the following disposition at the death of his wife Alce. to wit. to be divided in two equal portions, and one to go to Adale his Daughter, as aforesaid and One to his Grand Son James Johnson as aforesaid, And the said James Pittman of the first part gives, grants, and Confirms as aforesaid unto James his Grand son as aforesaid, a Negro Girl Hamiet about five or six years old. To Have and to Hold unto the persons named of the second part, subject to the restrictions and and dispositions as herein specified, and to their heirs and assigns forever. the said James Pittman not intending any portion or part whatever of the five Slaves above Mentioned and herein disposed of to go to his Sons Nathan and Silas who are now both alive, And the said James Pittman (his said Grand son James being now not More than four years Old) authorizes and appoints, as far as the Power in him lies, and which is not Contrary to law. Thomas. P. Ped to take the Property of James to whom the Property is herein directed to go under his Care and direction, and give the said Property his Careful attention until the said James shall have Come to the years of Majority,

signed sealed and delivered in the presents of

Silman Loggins
and James Loggins

James his X mark Pittman Seal

The State of Mississippi
Madison County ss

Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Silman Loggins One of the subscribing Witnesses to the foregoing instrument who being first duly Sworn Deposeth and saith that he saw the said James Pittman whose name is subscribed thereto sign seal and deliver said instrument as his act and deed on the day and year it bears date, and that he this deponent subscribed his name thereto as a witness in the presence of the said James Pittman and in presence of James Loggins the other subscribing Witness, who also signed the same as a witness in presence of the said James Pittman and in presence of this deponent on the day and year therein mentioned.

Seal

Given under my hand and seal of office at Canton this 1st Day of December AD. 1838

John T. Cameron Clerk

John H. Bishop Received for Record 13th & Recorded 14th December 1838

Lead
James Morton

This Indenture made and entered into this 10th Day of November in the year of Our Lord One thousand Eight hundred and thirty eight Between John H. Bishop of the County of Madison and State of Mississippi of the One Part and James Morton of the County and State aforesaid of the other part, Witnesseth; That for and in Consideration of the Sum of One hundred and Ninety nine Dollars twenty nine Cents, lawful Money of the United States to him in hand paid by the said James Morton, the receipt whereof is hereby acknowledged hath granted, bargained and Sold Conveyed and Confirmed, and by these Presents, doth grant, bargain Sell Convey and Confirm unto the said James Morton his heirs and assigns forever, all that tract or parcel of land situate lying and being in the County of Madison State of Mississippi; Known and distinguished as the North West quarter of Section Twenty two in Township Twelve Range five East. Containing One hundred and fifty Nine 43/100 Acres More or less. and all the Estate, right, title interest, Claim and demand, both in law and equity of him the said John H. Bishop, of in and to the said Premises and every part thereof, together with all and Singular the Priviliges and appurtenances to the same belonging or in any wise appertaining and the rents issues and Profits

thereof. To Have and to Hold the Premises hereby bargained and sold or meant or intended so to be with the appurtenances, to the only Proper use and behoof of the said James Morton his heirs and assigns forever, And the said John H. Bishop for himself his heirs Executors and Administrators doth covenant, promise and agree to and with the said James Morton his heirs Executors Administrators and assigns that he is the true and lawful owner of the Premises hereby granted and hath good right, full power and lawful authority to sell and convey the same in manner and form aforesaid: And further, that he the said John H. Bishop his heirs Executors and Administrators will warrant and forever defend the aforesaid premises with their appurtenances and every Part and parcel thereof unto the said James Morton his heirs and assigns forever, against all persons claiming or to claim by from or under him his heirs or assigns, or by from or under any other person or persons whomsoever,

In testimony whereof the said John H. Bishop has hereunto set his hand and seal the day and year first above written

Signed sealed and acknowledged in the presence of } John H. Bishop {seal}

The State of Mississippi } Personally appeared before me John F. Cameron Clerk of the
Madison County ss } Probate Court of said County the above named John H. Bishop and 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 15th Day of December A.D. 1838

John F. Cameron Clerk

Hargraves & Heines } Received for Record 3rd May 1838 & Recorded December 14th 1838.

This Indenture made this twenty fifth day of April in the year of our Lord One thousand Eight hundred and Thirty Eight Between Henry Hargraves of Madison County & Henry Heines & Elizabeth his wife of the County of Scott and State of Mississippi of the One part, and Thomas J. Catching of the County of Madison and State of Mississippi of the other part. Witnesseth that for and in consideration of the sum of the sum of One thousand Dollars Current Money of the United States in hand paid to the said Henry Hargraves & Henry Heines & Wife by the said Thomas J. Catching the receipt whereof is hereby acknowledged, the said Henry Hargraves & Henry Heines & Wife have given, granted, bargained and sold, and by these Presents do give, grant, bargain and sell alien, release, convey and confirm unto the said Thomas J. Catching a certain Lot or Parcel of land containing twenty two and a half feet by two hundred feet situate lying and being in the County of Madison and State of Mississippi and bounded as follows to wit. Beginning at the South East corner of lot No. Two in Square No. Two in the Town of Canton in the County of Madison and state of Mississippi aforesaid and running North with the Plat of said Town Two hundred feet, thence West with the Plat of said Town Twenty two and a half feet, thence South with the plat of said Town Two hundred feet to Centre Street fronting the Public Square of said Town thence East with Centre Street twenty two and a half feet to the place of beginning, together with all and singular the appurtenances thereunto belonging or in any wise appertaining To Have and to Hold the aforesaid tract or Parcel of land to him the said Thomas J. Catching his heirs and assigns forever, And the said Henry Hargraves and Henry Heines & Elizabeth his wife for themselves their heirs Executors and administrators do hereby covenant, promise and agree to and with the said Thomas J. Catching his heirs Executors Administrators and assigns that they will forever warrant and defend the said tract or Parcel of land to him the said Thomas J. Catching his heirs Executors administrators and assigns against them the said Henry Hargraves & Henry Heines & Elizabeth his

wife their heirs, Executors administrators and assigns forever in fee simple.

In testimony Whereof they the said Henry Heagman & Henry Heines and Elizabeth his wife hereunto set their hands and affixed their seals the day and year first above written.

Executed and delivered in presence of } Henry Heagman {seal}
Henry Heines {seal}

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

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

John T. Cameron Clerk

Killis Walton & Wife } Received for Record 6th September & Recorded 14th December 1838
Deed
Pres & Selectmen of Canton } This Indenture Made and entered into this Thirty first day of August A.D. 1838 between Killis Walton and Margaret Walton his wife of the one part and. T. S. Salmon. Thomas S. Gatchings. John T. Manning. Charles S. Searles. George W Henderson. Joseph D. Collins and James Poindexter President and Selectmen for the Town of Canton and their Successors in office of the second part, all of the County of Madison and State of Mississippi Witnesseth. That the said Killis Walton and Margaret his wife for and in Consideration of the Sum of Ten Dollars to them in hand paid by the said President and Selectmen the receipt whereof is hereby acknowledged have this day given granted bargained sold Conveyed and Confirmed and by these presents do give grant. bargain sell Convey and Confirm unto the said President and Selectmen and their Successors in office as aforesaid and for the use and benefit of said Town of Canton and the Citizens thereof as a Public Street forever the following described tract or Parcel of ground to wit. Beginning at the South East Corner of T. S. Salmons lot thence due West Thirteen hundred and twenty (1320) feet to a stake Samuel Thornhills Southwest Corner: thence South Eleven feet (11) to a stake in what is now Fulton Street. thence due East with said Street Thirteen hundred and twenty (1320) feet to a stake in Silas M. Gatchings Western boundary thence due North Eleven (11) feet to the Beginning. together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the Estate right title. interest. property. Claim or demand of them the said Killis Walton and Margaret his wife their heirs Executors Administrators and assigns of in and to the same or any part thereof either in law or Equity or otherwise howsoever. To Have and to Hold the above described and hereby granted premises together with the hereditaments and appurtenances thereunto belonging unto the said President and Selectmen and their successors in office as aforesaid forever. And the said Killis Walton and Margaret his wife for themselves their heirs Executors and administrators do hereby Covenant and agree to and with the said President and Selectmen and their Successors in office as aforesaid that they are well seized in fee of the afore granted premises. that they have good right and lawful authority to sell and Convey the same in manner and form as aforesaid and that they will and their heirs Executors administrators and assigns shall by these presents warrant and forever defend the title to said above described Premises to said President and Selectmen and their successors in office as aforesaid for the purposes aforesaid against the Claim or Claims of any and all persons whatsoever lawfully Claiming or to Claim the Same or any Part thereof either in Law or Equity

In testimony Whereof the said Killis Walton and Margaret his wife have hereunto set their hands and affixed their seals the day and year first above written

Killis Walton {seal}
Margaret Walton {seal}

State of Mississippi } Personally appeared before the undersigned Justice of the Peace
Madison County } in and for said County Willis Walton who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed and for the purposes therein mentioned, Also Margaret Walton Wife of Willis Walton and being examined separate from her said husband acknowledged that she freely and voluntarily and without the threats of compulsion of her husband signed sealed and delivered the foregoing deed as her act and deed and for the purposes therein mentioned

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

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

Willis Walton & wife } Received for Record September 6th } Recorded December 16th 1838
deed.

Selectmen of Canton } This Indenture Made and entered into this thirty first day of August A.D. 1838 between Willis Walton and Margaret Walton his wife of the County of Madison and State of Mississippi of the first Part, and T. J. Salmon Thomas S. Catchings John T. Mearing Charles S. Searles George W. Henderson Joseph T. Collins and James Priestley = President and Selectmen for the Town of Canton in the County and State aforesaid, and their Successors in office of the Second Part, Witnesseth that the said Willis Walton and Margaret his wife for and in Consideration of the sum of Ten Dollars to them in hand paid by the said President and Selectmen the Receipt of which is hereby acknowledged have this day given granted bargained sold Conveyed and Confirmed and by these Presents do give grant. bargain sell. Convey and Confirm unto the said President and Selectmen and their Successors in office as aforesaid, and for the use and benefit of said Town of Canton and the Citizens thereof as a Public Street forever the following described tract or Parcel of ground (to Wit) Beginning thirty feet East from the South East Corner of Lot No One in Square No Five according to the Plan of said Town and running due South Two hundred feet to a stake in the Northern boundary of Fulton Street, thence due East with said Street thirty feet to a stake. thence due North Two hundred feet to the South West Corner of Lot No four in Square No Six of said Town, and thence due West thirty feet to the beginning. together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, And all the Estate, right, title interest property Claim and demand whatever both in law and equity or otherwise howsoever of the said Willis Walton and Margaret his wife their Heirs Executors Administrators or assigns of in and to the same or any Part thereof, To Have and to Hold the above described and hereby granted Premises together with the hereditaments and appurtenances thereunto belonging unto the said President and Selectmen and their Successors in office as aforesaid forever. And the said Willis Walton and Margaret his wife for themselves their heirs Executors and administrators and assigns do hereby Covenant and agree to and with the said President and Selectmen and their Successors in office as aforesaid that they are well seized in fee of the aforegranted Premises. that they have good right and lawful authority to sell and Convey the same in manner and form as aforesaid and that they will and their heirs Executors Administrators and assigns shall forever warrant and defend the title to said above described premises to said President and Selectmen and their Successors in office as aforesaid for the Purposes aforesaid against the Claim or Claims of any and all persons whatsoever lawfully Claiming or to Claim the same or any Part thereof either in law or Equity.

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

Willis Walton (Seal)

Margaret Walton (Seal)

State of Mississippi } Personally appeared before me J. J. Salmon a Justice of the Peace
Madison County } in and for said County Willis Walton who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed and for the purposes therein mentioned, also Margaret Walton wife of Willis Walton who being examined separate and apart from her said husband acknowledged that she freely and voluntarily without the threats or compulsion of the said husband signed sealed and delivered the foregoing deed as her act and deed and for the purposes therein mentioned

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

J. J. Salmon. J. P. {Seal}

L. C. Temple } Received for Record September 19th & Recorded December 16th 1838
Deed Trust }
Pro J. Dearing } This Indenture Made and entered into this the nineteenth day of September in the year Eighteen hundred and thirty Eight Between Leonard C. Temple of the County of Madison and State of Mississippi of the first part. John J. Dearing of the County & State aforesaid of the second part, and John Stone Jr of the County & State aforesaid of the third part Witnesseth that the said Leonard C. Temple of the first part. for the Consideration of five Dollars to him in hand paid, and for the further consideration of securing the full and prompt payment of the following note at the time it shall become due hereinafter, An Note dated September 19th 1838 being of even date with these presents, made payable to John Stone Jr on or before the fifteenth day of December Eighteen hundred & thirty eight. for Thirteen hundred Dollars signed by the said Leonard, C. Temple. and an obligation that the said Note shall be paid by putting Cotton in the hands of said John Stone Jr to sell at any Place in this State or in the State of Louisiana until such note shall be paid, Have granted bargained sold and confirmed, and by these Presents do grant. bargain sell and confirm unto the said John J. Dearing of the second part the following Slaves to Wit. Nat a Man about Twenty five years of age, and his wife Mary a Woman about twenty five years of age warranted sound and slaves for life. To Have and to Hold the above described property or Negro Slaves to himself his heirs Executors administrators and assigns forever. And I the said Leonard C. Temple my Executors and administrators all and singular the above described property unto the said John J. Dearing his heirs and assigns will forever warrant and defend

Upon Trust Nevertheless, and the Condition of the above obligation is such. And to inure to the following uses and trusts and to none other whatever, That if the said Leonard C. Temple shall well and truly pay the above described note at the time it shall fall due. and in the manner above described for said note to be paid. then and in that event this obligation to be null and void and of no effect, But if the said Leonard C. Temple shall fail or refuse to pay or cause to be paid the sum of Money in the above described Note mentioned at the time it shall fall due, and in the manner described for said note to be paid. Then the said John J. Dearing is authorized and empowered by these Presents after giving Thirty days notice by putting up written notices at Canton and Camden in the County of Madison to sell at Public auction to the highest bidder the above described property and pay over to John Stone Jr after deducting the expenses of this Trust the said sum of Money mentioned in said note above described and all interest accruing thereon, And the balance if any to pay to the said Leonard C. Temple or his Certain Attorney, And the said John J. Dearing is authorized and empowered to make a full and perfect title to the purchaser or purchasers of said Property,

In Witness Whereof I have hereunto set my hand and seal the day and date above written.

Leonard C. Temple {Seal}

The State of Mississippi }
Madison County ss } Personally appeared before me John D. Cannon Clerk of the

Probate Court of said County the within named Leonard Temple and acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed on the day and year and for the purposes therein specified

Given under My hand and seal of Office at Canton this 19th Day of September A.D. 1838

{Seal}

John T. Cameron Clerk

Abner Lack & Wife } Received for Record & Recorded December 19th 1838
to
Chas W. Allen } This Indenture Made and entered into this Ninth day of March in the year of Our Lord One Thousand Eight hundred and Thirty five Between Abner Lack and Susannah his wife of the County of Madison State of Mississippi of the first part and Charles W Allen of the County and State aforesaid of the second part Witnesseth that the said Abner Lack and Susannah his wife have this day bargained sold and by these presents doth bargain sell and convey unto the said Allen all that parcel or tract of land together with the Mill and and all improvements, appurtenances, rights and Privileges belonging to same known and being in the County of Madison State of Mississippi and more particularly Marked as Lot No 3 Section 35 Township 9 Range 4 East on the Maps at Monst. Sales for the full and just sum of Six hundred Dollars to them in hand paid the receipt whereof is here acknowledged before the signing and delivery of this Deed to the said Allen, and further the said Abner Lack and his wife Susannah do by these presents Warrant and bind themselves their heirs assigns and Executors to the said Allen his heirs Executors or assigns in good title to the above named land and appurtenances thereon forever.

In Witness Whereof the said Abner Lack and Susannah his Wife have hereunto set their respective hands and seals the day and date afore mentioned in this deed.

Witnesses
William Robinson
Thos Andrews
C. M. Clifton

Abner Lack {Seal}
Susannah her X mark Lack {Seal}

State of Mississippi } Personally appeared before me T. S. Salmon an acting Justice
Madison County } of the Peace in and for said County Charles M Clifton one of the subscribing Witnesses and saith on oath that he saw the said Abner Lack and Susannah Lack his wife sign seal and deliver the within deed over to Chas W Allen as their act and deed on the day and date before written

C M Clifton

Sworn to and subscribed to before me this Nineteenth day of December 1838

T. S. Salmon J.P.

A. A. McWillie } Received for Record 7th & Recorded 21st December 1838
Mortgage } State of Mississippi
Bank Hinds County }

This Indenture, Made and entered into this Twenty seventh day of November in the year of our Lord One thousand Eight hundred and thirty Eight by and Between Abram A. McWillie of the County of Madison and State of Mississippi of the first part, and the President & 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 Abram A. McWillie 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 three hundred & forty eight $\frac{56}{100}$ shares of One hundred Dollars each, making in the whole amount the sum of Thirty four thousand Eight hundred & fifty six Dollars, and the said Abram A. McWillie 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 unencumbered Real Estate, executed by the party subscribing for said stock;- And Whereas the said Abram A. McWillie 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, 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 Abram A. McWillie 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 Abram A. McWillie 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 hath 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 in office 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 thirteen hundred & Ninety four $\frac{27}{100}$ acres, and more particularly known and described in the General plan of the Mount Salus & Columbus land Districts in the said State viz: The East half of the South East quarter of Section Eighteen. The West half of the North West quarter of Section Twenty. The West half of the South West quarter of Section Seventeen, Lot No Two of Section Nineteen and Lots No Two & three of Section Nineteen, The East half of the South West quarter of Section Seventeen, The East half of the North West quarter of Section Twenty, Lots Nos Two & Three of Section Eighteen, part of the North half of the East half of the North East quarter of Section Nineteen, The North half of the East half of the North East quarter of Section Nineteen, The North West quarter of Section Seventeen. The East half of the North East quarter of Section Eighteen, The West half of the South East quarter of Section Eighteen Lot No Four of Section Eighteen, Lots No four & five of Section Nineteen, Fractional Section No Eighteen, Lot No One, and the South half of Lot No Two, Section Nineteen all in Township Eleven and Range Five East to 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 Abram A. McWillie his heirs and assigns: To Have and to Hold the said described lots or parcels of land with the hereditaments and appurtenances, unto the said President 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 Abram A. McWillie his heirs Executors and Administrators shall well and truly pay off, discharge and satisfy the Bond aforesaid, signed, sealed and delivered by the said Abram A. McWillie 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 Abram A. McWillie, 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 henceforth 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 reverse notwithstanding: But upon a failure to do and perform any of the things herein Specified by the said Abram A. McWillie his heirs Executors Administrators or assigns, this Indenture shall remain in full force and effect in Law and Equity; And the said Abram A. McWillie 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 Abram A. McWillie has hereunto signed his name and affixed his seal the day and year first above written.

Abram A. McWillie {Seal}

State of Mississippi }
Madison County } Know all men by these Presents that I Jane S. McWillie wife of the within named Grantor Abram A. McWillie do by these Presents remise release and forever quit Claim to all and singular any Dower to which I may be entitled out of the within described Lands, tenements and hereditaments therein Conveyed by Abram A. McWillie 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 time to time my heirs Executors or assigns forever.

Given under My hand and seal this fourth day of December 1838

State of Mississippi } Jane S. McWillie {Seal}
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the within named Abram A. McWillie who acknowledged that he signed sealed and delivered the said deed as his own act and deed for the purposes therein specified on the day and year therein mentioned, Also appeared before the above named Jane S. McWillie wife of the said Abram A. McWillie and she being examined by me separate and apart from her husband acknowledged that without any fear threat or Compulsion on the part of her husband she voluntarily signed sealed and delivered the above relinquishment of Dower as her own act and deed

Given under my hand and seal this the fourth day of December 1838

Hugh A. McLawson J.P.

A. A. McWillie } Received for Record & Recorded December 21st 1838
Deed } State of Mississippi }
John Dear } Madison County } This Indenture made the Eighteenth Day of December Anno Domini Eighteen hundred and thirty Eight (1838) between Abram A. McWillie and Jane S. his wife of the first part both of the County and State aforesaid, and John Dear of the second part of the County and State above mentioned Witnesseth that the said party of the first part for and in Consideration of the sum of five hundred Dollars to them in hand paid by the said party of the second part, the Receipt whereof is hereby acknowledged hath bargained and sold and by these presents doth bargain and sell and Convey unto the said party of the second part, and his heirs and assigns forever, a tract or parcel of land known and being the West half of the North West quarter, and the North half of the West half of the South West quarter of Section Two, Township Eleven Range Five East, containing in all about One hundred and twenty acres More or less, Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise

appertaining, and the reversion and reversions remainder and remainders rents issues and profits thereof, and also all the Estate right title interest claim or demand whatsoever of them the said party of the first part either in Law or Equity of in and to the foregoing bargained premises and every part and parcel thereof, To Have and to Hold to the said party of the second part his heirs and assigns to the sole and only proper use benefit and behoof of the said party of the second part his heirs and assigns forever.

In Witness Whereof we have hereunto set our hands and seals the day and date above written

Abram S. McWillie {Seal}
Jane S. McWillie {Seal}

State of Mississippi }
Madison County } Know all men by these presents, that I Jane S. McWillie wife of the above Mentioned Abram S. McWillie do by these presents remise release and forever quit Claim to all and singular to any Dower to which I may be entitled to in the foregoing described lands tenements and hereditaments conveyed by my husband Abram S. McWillie to John Dear from me my heirs Executors Administrators and assigns forever.

Given under my hand and seal this 18th December 1838

Jane S. McWillie {Seal}

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the peace Abram S. McWillie who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his own act and deed Also Jane S. McWillie wife of the above named Abram S. McWillie who being examined separate and apart from her husband acknowledged that she signed sealed and delivered her relinquishment of Dower on the day and year therein mentioned without fear threat or Compulsion on the part of her husband as her voluntary act and deed.

Given under my hand and seal the Nineteenth day of December A.D. 1838

Hugh S. McLawson J.P.

Abram S. McWillie } Received for Record 7th } Recorded 21st December 1838
Deed of Mortgage } State of Mississippi }
Bank of Hinds County } This Indenture, Made and entered into this Twenty seventh day of November in the year of Our Lord One thousand Eight hundred and thirty eight by and between Abram S. McWillie 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 Abram S. McWillie 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 Thirty Nine 75/100 Shares of One hundred Dollars each making in the whole amount the sum of Three thousand nine hundred and Seventy five Dollars, and the said Abram S. McWillie 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 unencumbered Real Estate executed by the party subscribing for said Stock, And Whereas the said Abram S. McWillie having signed sealed and delivered to said President and Directors aforesaid the Bond, as required by the 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 bound 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 Abram A. McWillie 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 Abram A. McWillie 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 Fifteen acres and more particularly known and described in the General Plan of the Columbus land District in the said State, viz. Bounded as follows Beginning at the North East Corner of the South East quarter of Section Thirty Six Township Twelve Range Five East immediately at the half Mile Stake, thence running due West Three hundred and fifty yards, thence due South Two hundred and Ten yards, thence due East Three hundred & fifty yards thence due North Two hundred and ten yards to the Beginning, together with the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, together with all the Estate, right, title, interest, property, Claim or demand of the said Abram A. McWillie 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 Abram A. McWillie his Heirs Executors and Administrators shall well and truly pay off, discharge and Satisfy the Bond aforesaid signed, sealed and delivered by the said Abram A. McWillie 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 Abram A. McWillie 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 henceforth, 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 reverse notwithstanding: But upon a failure to do and perform any of the things herein specified by the said Abram A. McWillie his heirs Executors, Administrators or assigns. This Indenture shall remain in full force and effect in law and Equity; and the said Abram A. McWillie 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 Abram A. McWillie has hereunto signed his name and affixed his seal the day and year first above written.

Abram A. McWillie {seal}

State of Mississippi } Know all Men by these Presents that I Jane A. McWillie wife of the within
Madison County } Named Grantor Abram A. McWillie do by these Presents, remise, release and forever quit Claim to all and singular any Dower to which I may be entitled out of the within described lands tenements and hereditaments therein Conveyed by Abram A. McWillie

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 Administrators and assigns forever,

Given under my hand and seal this fourth day of December 1838

Jane. S. McWillie {seal}

State of Mississippi } Personally appeared before the undersigned a justice of the Peace for said
Madison County } County the within named Abram S. McWillie and acknowledged that he signed sealed and delivered the said deed as his own act and deed on the day and year therein mentioned and for the purposes therein specified. Also appeared before me the above named Jane S. McWillie wife of the said Abram S. McWillie and who being examined by me separate and apart from her husband acknowledges that without fear threats or compulsion on the part of her husband she voluntary signed sealed and delivered the above relinquishment of dower as her own act and deed

Given under my hand & seal this the fifth day of December 1838

Hugh. S. H. Larson {S.J.}

Inman Williams } Received for Record & Recorded December 21st 1838
Mortgage }
Wm H. Ewing } This Indenture made this twenty fourth day of August an thousand eight hundred and thirty eight between Inman Williams of Madison County in the State of Mississippi of the one part and William H Ewing of the County of Jackson in the State of Indiana of the other part, Witnesseth that Whereas the above named Inman Williams has been arrested and held to Bail by the Sheriff of Jackson County aforesaid by vertue of a writ of "Capias ad Respondendum" issued from the Clerks office of said County in favor of Andy W Shields for nearly four hundred dollars as is said by the writ aforesaid, And Whereas the above named William H Ewing has entered himself as Special bail for the said Williams in the suit or action aforesaid And for the purpose of securing and indemnifying the said Ewing as said aforesaid the said Williams hereby agrees to grant, bargain and sell, and by these presents do the hereby grant bargain and sell unto the said Ewing a Black or colored man now belonging to said Williams and in his Possession in Madison County Mississippi, called Ben about thirty five years of age. To Have and to hold the said Negro Ben to his the said Ewings only benefit use and behoof forever, and to his Executors. Administrators or assigns, and the said Inman Williams hereby Covenants and agrees for himself his heirs Executors and administrators that he will warrant and forever defend the property in said Negro Ben unto the said William H Ewing his heirs Executors and assigns. Provided However; that if the above named Inman Williams shall at all times hereafter save indemnify and keep harmless the said William H Ewing from all Costs expenses. Charge or liability by reason of his the said Ewing having entered himself as Special Bail for the said Inman Williams as above Mentioned of Whatever description the same may or might be, then and from thenceforth, as well this Indenture, as the sale of the said Negro Ben above mentioned be and the same is declared to be, and the same is absolutely null and void to all intents and purposes any thing above mentioned to the Contrary notwithstanding.

In testimony whereof the said Inman Williams hath hereunto set his hand and seal the day and year first above written

signed sealed and delivered in Presence of } Inman Williams {seal}
Allen R. McGuire }

State of Indiana } Before the undersigned an associate Judge of the Jackson County
Jackson County } Circuit Court and within said County Personally came Inman Williams the grantor to the foregoing Indenture who acknowledged the same to be his voluntary act and deed for the uses and purposes therein mentioned and Expressed

In testimony whereof I have hereunto set my hand and seal this twenty fourth day of August an thousand eight hundred and thirty eight

{seal} E. H. Pasley Asst Judge —

State of Indiana } I Walter Burton Clerk of the Jackson County Circuit Court do certify
Jackson County } that E. H. Pavaly Esqr whose signature appears to the foregoing acknowledgement was at the date thereof and now is an appointed Judge in and for the aforesaid County duly commissioned and qualified and that full faith and Credit are due and ought to be given to all his official acts as such.

In testimony whereof I set my hand and affix the seal of said Court this 24th Day of August 1838

{Seal}

Walter Burton Clerk

State of Indiana } ss.
Second Judicial Circuit } Know ye that I John H. Thompson President Judge of the said Second Judicial Circuit in and for the State of Indiana aforesaid do hereby certify that Walter Burton whose name and official signature appears to the foregoing Certificate of authentication now is and was at the date thereof Clerk of the Circuit Court of Jackson within said Second Judicial Circuit. That his signature is genuine and his Certificate in due form of law — Given under my hand at Brownstown within said second Judicial Circuit this 6th Day of September 1838

John H. Thompson
Pres't Judge 2nd Judicial Circuit of Indiana

State of Indiana } To Wit.

I William S Brown Secretary of State of the State aforesaid certify that Walter Burton Clerk is and was at the time of executing the foregoing Certificate Clerk of the Jackson County Circuit Court and that all his official acts as such are entitled to full faith and Credit.

In testimony whereof I have hereunto set my hand and affixed the seal of State at Indianapolis the 28th Day of September A.D. 1838

{seal of State}

Wm S. Brown Sec of State
Per E. Chamberlain Deputy

Thomas H. Wooding } Received for Record & Recorded December 21st 1838
Deed of Loan }
John Williams } This Indenture Made and entered into this 21st Day of July in the year 1829 between Thomas H. Wooding of the County of Pittsylvania and State of Virginia of the One part, and John Williams of the said County and State of the other part Witnesseth That the said Thomas H. Wooding in Consideration of the love and affection he bears to Elizabeth Williams the wife of the said John Williams, he hath this day by these presents loaned unto the said John Williams during the Pleasure of the said Thomas H. Wooding and no longer, the following property to wit. a Negro Man named Tom, a Negro Woman named Creasey, a Negro Girl named Susanna, a Woman named Betty, a Negro Girl named Sarah, a Negro Girl named Isabella, a negro Girl named Martin, a Negro boy named Philip, a Negro Girl named Ann Eliza, Also a Bay horse One forest Stud Horse, One Bay Mare and Colt, and One Bay filly, and the parties to these presents do hereby declare that it shall and may be lawful for the said Thomas H. Wooding at any time hereafter that he may think proper — to take the said loan for any or all of the said Negroes and horses aforesaid and take possession of the same as his own Estate, In testimony whereof the Parties to these presents have hereunto set their hands and affixed their seals the day and date first before written.

Sealed and delivered in presence of us }
David H. Clark
Wm H. Fitzgerald

Thomas H. Wooding {seal}
John Williams {seal}

At a Court held for Pittsylvania County the 17th day of August 1829 This Deed of Loan from Thomas H Wooding to John Williams was proven by the two subscribing Witnesses to be the act and Deed of the Parties and Ordered to be Recorded

Test

Will Tunstall Clk

In testimony of the correctness of the foregoing certificate I William H. Tunstall Clerk of the County Court of Pittsylvania in the state of Virginia have hereunto subscribed my name and affixed the seal of said Court this 16th day of September one thousand eight hundred and thirty seven.

Wm H. Tunstall (Seal)

I James M. Williams Senr Presiding Member of the County Court of Pittsylvania in the state of Virginia do hereby certify that the foregoing attestation of William H. Tunstall Clerk of the said County Court of Pittsylvania is in due form of law and that full faith and credit may be given to his said act.

In testimony whereof I have hereunto set my hand and seal this 29th day of November 1837

J. M. Williams Senr. P. M. C. (Seal)

Hamblin & Cooper } Received for Record & Recorded 21st December 1838
Deed
Daniel Morse } Be it Known that we Saml Hamblin & John Cooper of the County of Madison & state of Mississippi for and in consideration of the sum of Twenty five Dollars to us in hand paid by Daniel Morse at and before the sealing and delivering these presents the receipt and payment whereof is hereby acknowledged have Bargained Sold. aliened. enfeoffed and Confirmed & we do hereby bargain sell, enfeoff and confirm unto the sd Daniel Morse his heirs and assigns forever. - certain lot or Parcel of Land lying and being in the County & State aforesaid and adjoining the Town of Camden, to Wit: Beginning at the S. E Corner of N 1/2. W 1/2. SE 1/4 S. 24. T 11. R. 4 E. Running thence North 25 yards to a stake, thence West 194 yards to a stake thence South 25 yards to a stake. thence East to the Beginning. contain — about One Acre More or less. To Have and to Hold the said lot or Parcel of land with all ways, Woods, Waters and every other appurtenance thereunto belonging or in any wise appertaining to the said Daniel Morse his heirs and assigns forever in fee simple & We do for ourselves our Heirs. Executors and administrators do hereby Covenant and Promise to and with the sd Daniel Morse his heirs and assigns that we by ourselves our heirs Executors and Administrators. shall and will warrant and forever defend the said Lot or Parcel of land with all and every of its members and appurtenances free from all lawful Claim of any person or Persons whatsoever, unto the said Daniel Morse his heirs and assigns forever. .

In Witness Whereof we have hereunto set our hands and affixed our seals this 6th day of October in the year of Our Lord A.D. 1837

Signed sealed and delivered in presence of
John Sutherland

Saml Hamblin (Seal)
John Cooper (Seal)

The State of Mississippi } Know all men by these Presents that I Letitia Hamblin wife of
Madison County } the within named Samuel Hamblin doth by these Presents remise release quit Claim and forever relinquish unto the within named Daniel Morse his heirs Executors, Administrators all my right title & Dower in the within named Premises as Conveyed. Signed Sealed and Delivered December 16th 1838

Letitia Hamblin (Seal)

The State of Mississippi } Personally appeared before the undersigned an acting Justice
Madison County } of the Peace in and for said County Saml Hamblin & John Cooper who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their own act and deed.

Given under my hand and seal this 14th day of December 1838

Hugh A. H. Lawson J.P. (Seal)

Personally appeared before me the above named Letitia Hamblin who acknowledged that she signed sealed and delivered the above relinquishment of

of Dower without fear threat or Compulsion on the part of her said husband who was examined separate and apart from her husband by me

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

H. A. H. Lawson [S.P.S.]

Hamblin & Cooper } Received for Record & Recorded 21st December 1838
Deed
Morse & Gamble }

This Indenture Made this twenty fifth day of July in the year of our Lord One thousand Eight hundred & thirty Eight Between Daniel Hamblin & Letitha Hamblin his wife of John Cooper of the State of Mississippi & County of Madison of the first part & Daniel Morse & John Gamble of the Co & State aforesaid of the second part, Witnesseth that the said party of the first part for and in Consideration of the sum of Three Hundred and ten Dollars to them in hand paid by the said party of the second part, the Receipt whereof is hereby acknowledged hath given granted bargained sold aliened & conveyed & confirmed unto the said Party of the second part their heirs and assigns forever a Certain Lot or Parcel of Ground situate lying and being in the Town of Camden in the County of Madison & State aforesaid & Known and designated as Lot No Two North East in the Plan of said Town fronting on Main Street Fifty feet on the East side of Main Street. & Running East & North on Pine St. One hundred & twenty feet. To Have & to Hold the aforesaid Lot of land with all & singular the Rights Profits emoluments hereditaments and appurtenances thereunto belonging or in any wise appertaining to the only proper use & behoof of them the said Party of the second part their heirs & assigns forever & the said party of the first part for themselves their Heirs Executors and administrators do the Covenant and agree to and with the said party of the second part their heirs & assigns that the before recited Lot or Parcel of Ground & bargained premises they will warrant and forever defend against the Claim or Claims of all and every person or Persons lawfully Claiming or to Claim the same.

In testimony whereof the said Party of the first part have hereunto set their hands and affixed their seals this day and date first above written.

Signed sealed and delivered in Presence of }

Daniel Hamblin [seal]
Letitha Hamblin [seal]
John Cooper [seal]

The State of Mississippi }
Madison County }

Personally appeared before the undersigned one acting Justice of the Peace in and for said County Daniel Hamblin & John Cooper who severally acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein Mentioned as their own act and Deed. Also Letitha Hamblin who being by me examined separate & apart from her husband acknowledged that she signed & sealed the foregoing Deed on the day and year therein mentioned freely and voluntarily and not from any threat fear or persuasion of her said husband

Given under my hand and seal this 15th Day of December A.D. 1838

Hugh. A. H. Lawson J.P. [seal]

Dennis Burns } Received for Record November 1st & Recorded December 21st 1838
Deed Trust }
N. D. Ingram }

This Indenture Made and " " " this thirty first day of October A.D. Eighteen hundred and thirty eight by and Between Dennis Burns of the County of Madison and state of Mississippi of the first part, and

Nicholas D. Ingram of same County and State of the second part, Whereas the said Dennis Burns of the first Part is indebted to the Planters Bank of the State of Mississippi by his Certain Promissory Note drawn by the said party of the first part, in favor of Am A.B. Bridges of the County of Madison same State for the sum of Five Thousand Six hundred and twenty Six Dollars and 97 Cents, payable and negotiable at said Bank on the 5/9 of February Eighteen hundred and thirty nine, The said A. B. Bridges being the accommodation Endorser of the said party of the first part, And the said Dennis Burns being willing and desirous to secure and indemnify the said A.B. Bridges from loss or damage from his endorsement aforesaid — in Case the said Dennis Burns should fail to pay the said sum of Money due on said Note at its maturity to said Bank, or make some satisfactory arrangement with said Bank for the adjustment of the same, and for the release of the said Bridges as Endorser, and further in Case the said Bridges should be compelled by said Bank to pay the said sum of Money mentioned and Specified in said Note after its Maturity, or so much of the same as should remain due by the default of the said Burns, The said Burns being willing to secure him fully and amply if such be the Case in all loss, damage interests and Costs incurred by said Bridges by his said Endorsement &c —

Therefore this Indenture Witnesseth for and in Consideration of saving the said Bridges from loss or damage by said Endorsement, and also of the sum of Ten Dollars in hand paid by the said Nicholas D. Ingram of the second part to the said Burns, the Receipt whereof is hereby acknowledged hath granted bargained sold transferred assigned and set apart, and by these presents doth grant, bargain, sell, transfer, assign and set apart unto the said Nicholas D. Ingram his heirs & assigns the following Negro Slaves to wit Dwird Negro Man aged about 27 years, Ally his wife aged 25 years, John Boy aged 6 years, Henry aged 4 years, Emanuel boy infant 10 Months, Mary aged 32 years, Hezekiah aged 11 years all Slaves for life, each and every of them to the said Nicholas D. Ingram his heirs and assigns to the proper use and behoof of the said Ingram forever, IN TRUST HOWEVER; and to the intent and purpose that if the said Burns shall not well and truly pay off and discharge or Cause to be paid off and discharged the said sum of Money due to said Bank on said Promissory Note herein mentioned at the maturity thereof, or make some satisfactory arrangement with the Bank aforesaid whereby the said Bridges will not be damaged in any wise from said Endorsement, in Case he pays the said Debt to the Bank, and if the said Bridges should be compelled by said Bank to pay the said sum mentioned in said Note to the Bank, or so much as should remain due and unpaid by the said Dennis Burns to the Bank aforesaid on said Note, Then and in that Case the said N. D. Ingram in Executing the said Trust hereby takes upon himself — whenever the said Bridges shall have paid off and discharged said Debt to the Bank aforesaid, on failure of the said Burns to pay the same, or so much as shall be unpaid by the said Burns at the time of Payment by the said Bridges to said Bank on said Note, the said Ingram shall advertise the Negro Slaves herein before mentioned at three public places in the County of Madison State of Mississippi to wit at Camden, Canton & Madisonville for the space of Ninty days, in said Notice to designate the day the sale is to take place and at what place, the same to be sold at Canton Court House Madison County Must the same are to be sold for Cash to the highest bidder, and after the sale of the said Property or so much thereof as will pay the said Debt mentioned in said Note, or so much of the same as may be due and unpaid by the said Burns to the said Bridges or the Bank aforesaid Previous to the Payment of the

same by the said Bridges to the said Bank; then the said Ingram to make good and sufficient title and bill of sale in fee to the purchaser for said property, conveying all the right title and interest which the said Dennis Burns his heirs & assigns may have in and to the same. Provided Nevertheless: that if the said Money and interest should be paid up before the day of sale herein mentioned to be made as aforesaid. Then this Indenture to be wholly void and of No effect in Law or Equity. Otherwise to remain in full force and virtue

In Witness whereof I have hereunto set my hand and seal on the 31st Day of October AD 1838

Dennis Burns {seal}

The State of Mississippi
Madison County ss } Personally appeared before me the undersigned Judge of Probate in & for the County of Madison Dennis Burns whose name is subscribed to the foregoing Deed of Trust to Nicholas S. Ingram of the same date of this acknowledgement, who acknowledged that he signed sealed and delivered the foregoing and annexed Deed of Trust as his act and deed for the purposes therein specified and set forth on the day and year therein written.

Given under my hand & seal on the 31st October AD 1838

Thos Shackelford {seal}
Judge of Probate

Wm. G. Crump } Received for Record 11½ O'Clock A.M. November 1st & Recorded 22nd December 1838
Deed Trust }
Thos. J. Scott } This Indenture Made this 31st day of October in the year of our Lord One thousand Eight hundred and thirty eight, by and between William G. Crump of Madison County in the State of Mississippi of the first part, and Thomas J. Scott, Trustee as herein after specified, of the same County & State of the second part, Witnesseth:- Whereas the said William G. Crump heretofore Made and delivered to a Certain Scruggs & Heartman of the County of Hinds in said State his promissory Note for the Sum of Seven Thousand one hundred and Seventy Seven Dollars and twenty five Cents, payable on the first day of January in the year of our Lord Eighteen hundred and forty; And Whereas a Certain David M. Porter and William Wade, are Securities on said Note, and are liable as joint Makers for the due and legal payment thereof And Whereas the said William G. Crump is desirous to secure the said Porter & Wade against all loss and injury on account of their liability for the Payment of any of the Money that may become due on said Note; Now. This Indenture Witnesseth That the said William G. Crump, in Consideration of the Premises, and of the sum of Ten Dollars, Current Money to him in hand paid before the execution of these Presents the receipt whereof is hereby acknowledged, hath granted, bargained & sold, assigned, transferred & set over, and by these Presents doth grant, bargain & sell assign, transfer & set over unto the said Thomas J. Scott Trustee as herein after Provided, his Successors or legal representatives as hereinafter Provided for, a Certain Lot & Store house, Situate, lying and being in the Town of Madisonville, in the County & State aforesaid, fronting on Main Street fifty feet, and running back One hundred feet, and described upon the Map of said Town as Lot Number One hundred and fifty nine, together with all and singular the Goods and Chattels, Wares and Merchandize, at present Contained in said Store house and the appurtenances thereunto in any wise belonging, Also the Books and accounts of him the said William G. Crump. To Have & to Hold the above described property both real and Personal unto the said Thomas J. Scott, Trustee as aforesaid his Successors

or legal representatives as hereinafter provided for in as full and ample a manner as the said William G. Crump his heirs or assigns could have or hold the same, Provided However, and this Indenture, and the Conveyance and appointment therein contained are made upon the trusts and for the purposes following, and for no other use, intent or purpose whatsoever, that is to say in Trust that whenever the said David M. Porter and William Wade, or either of their Executors or administrators, shall by due process of law be compelled to pay all or any part of the aforesaid sum of Seven thousand one hundred and Seventy Seven Dollars and twenty five Cents, the said Trustee his Successors or legal representatives as herein after provided for, shall at the request of the said Porter or Wade, or their Executors or administrators proceed to sell at public auction at the aforesaid Town of Madisonville to the highest bidder for Cash the property, both real and personal as above described, having given at least Twenty days Public notice by advertisements Published in some Newspaper in the County aforesaid (if any such, at that time there be) and also by advertisement set up in said Town of Madisonville, and at three other Public places in the County aforesaid specifying the time Place, manner & terms of Sale; And also upon the further Trust, that the said Trustee, his Successors or legal representatives as herein after Provided for, shall have full power and authority to receive the Monies arising from said Sale, and shall forthwith pay over the same, to the said David M. Porter and William Wade, their Executors or Administrators to the amount that the said Porter & Wade, respectively may have been compelled to pay as aforesaid, after adding thereto the interest, Costs and Charges accruing thereon; and the residue if any shall pay over to the said William G. Crump, his heirs Executors and Administrators, and shall execute a good and sufficient Deed or Deeds of Conveyance, of the aforesaid House and lot, with the appurtenances to the Purchaser or purchasers thereof, his her or their heirs or assigns, and the said Trustee his Successors or legal representatives shall deliver the said Goods & Chattels, Wares & Merchandize, and execute a bill or bills of sale therefor, to the purchaser or purchasers thereof, and shall also assign, under his own proper hand the Books and accounts as aforesaid, to the Purchaser or purchasers thereof, but such assignment shall in all cases be made without recourse on said Trustee, his Successors or legal representatives as hereinafter Provided for, And upon the further Trust, that if the said Thomas S. Scott shall die resign or otherwise become legally incompetent to fulfil the trusts herein before conferred, the Judge of the Probate Court of Madison County, shall at the request of the said Porter and Wade or either of them or either of their heirs Executors or administrators have full power & authority to appoint a Trustee or trustees to complete the said trusts who is hereby declared to be vested with as full & ample powers in the premises, as if he or they had been named & originally appointed, And in case the acting trustee at the time being as herein before provided for shall be unavoidably absent at the time of sale in the Premises he shall and may appoint by writing under his hand & seal an agent to conduct the said sale, and the sale so made shall be as valid and effectual as if it had been made by said acting Trustee, And it is hereby agreed by & between the said parties hereto, that the said William G. Crump his heirs & assigns, shall have, hold use, occupy possess & enjoy the aforesaid property, both real & Personal until the sale be made, and the purchase money paid as herein before Provided for,

In testimony of all which the said William G. Crump Grantor, and the said Thomas S. Scott, in acceptance of the trusts herein conferred have hereto respectively set their hands and affixed their seals on the day and year first herein before written.

Signed sealed and delivered in Presence of

Henry Garrett

William G. Crump (seal)
Thomas S. Scott (seal)

The State of Mississippi Personally appeared before me the Undersigned a Justice of
Madison County } the Peace in & for the County & State aforesaid the above

named William G. Compton, who acknowledged that he signed sealed & delivered the foregoing Deed or instrument of Writing on the day & year therein mentioned as his act and deed for the purposes therein mentioned.

Given under my hand & seal this 31st Day of October 1838

Henry Garrett J. P. Seal

Bowden & Sims Adm^rs } Received for Record & Recorded December 22nd 1838
Deed }
A. A. McWillie } Whereas Simon Bowden now deceased executed to Abram A. McWillie his Certain Bond or Covenant as follows, State of Mississippi, Madison County.

Know all men by these presents that I Simon Bowden am held and firmly bound to Abram A McWillie in the sum of three thousand Dollars good and lawful money, to be paid to the said Abram A McWillie, his heirs Executors Administrators or assigns, by which I hereby bind my heirs Executors and administrators. Given under my hand and seal this the eighth day of June Eighteen hundred and thirty five. Whereas the above named Simon Bowden has this day bargained and sold to the said Abram A McWillie a Certain plantation or tract of land situated on Kuckatta creek in the County and State aforesaid, being the fractional part of Section number Eighteen, Township Number Eleven of Range Number five East, Containing One hundred and fifty acres, for which the said Abram A. McWillie has agreed to pay the said Simon Bowden the sum of One thousand five hundred Dollars, of which five hundred Dollars is payable on the first of February next, five hundred more payable on the first of January Eighteen hundred and thirty seven, and the balance (five hundred) on the first of January Eighteen hundred and thirty eight, on the payment of which good and sufficient titles are to be made by the said Simon Bowden to the said Abram A McWillie and his heirs forever, And further the said Simon Bowden is to deliver possession on the first of February next. Then and in that Case the above Bond is to be void and of none effect, else to remain in full force and virtue

Test Thomas Thompson

Signed
Simon Bowden Seal

And Whereas at the October Term of the Probate Court held in and for the County of Madison in the year Eighteen hundred and thirty eight. It was ordered & decreed that Thomas Bowden and Nathan Sims Administrators of all and singular the goods and Chattels rights and Credits of Simon Bowden deceased do make and execute to the said Abram A. McWillie his heirs or assigns a good and sufficient title to the above mentioned plantation or tract of land, being the fractional part of Section Number Eighteen, Township Number Eleven of Range Five East as described in the above Bond, and according to the Statute made and Provided

Now this Indenture made this the seventeenth day of December Eighteen hundred and thirty eight. Between Thomas Bowden and Nathan Sims administrators as aforesaid of the One part, and the said Abram A. McWillie of the other part, Witnesseth That the said Thomas Bowden and Nathan Sims Administrators as aforesaid in and for the Consideration of the sum of Fifteen hundred Dollars which has been paid in pursuance of the above Bond, and the Receipt whereof is hereby acknowledged have granted, bargained and sold, and by these presents do grant bargain sell and convey unto the said Abram A. McWillie his heirs and assigns the aforesaid Plantation or tract of land lying and being in the County of Madison and State of Mississippi known as the fractional part of Section Number Eighteen Township Number Eleven of Range Number Five East, Containing One hundred and fifty acres. The land mentioned in the above Bond. With the appurtenances and all the Estate rights title and interest of him the said Simon Bowden (deceased)

in and to the said premises; To Have and to hold the lands hereby conveyed with the appurtenances unto the said Abram A. McWillie his heirs and assigns forever. And the said Thomas Bowden and Nathan Sims as Administrators aforesaid for themselves and the heirs of the said Simon Bowden covenant and agree to and with the said Abram A. McWillie his heirs and assigns that the said premises now are and shall continue free from all former Gifts, grants, titles and charges and incumbrances made or done or suffered to be done by the said Simon Bowden in his lifetime, And the said Thomas Bowden and Nathan Sims as Administrators aforesaid, and the heirs of the said Simon Bowden will warrant and forever defend the before mentioned bargained premises against the Claim or Claims of all and every person or persons whatsoever = In testimony whereof the said Thomas Bowden and Nathan Sims the Party of the first part, have set their hands and affixed their seals the day and date above written.

Thomas Bowden {Seal}
Nathan Sims {Seal}

State of Mississippi }
Madison County } Personally appeared before me Hugh A. McLawson a Justice of the Peace for said State & County Thomas Bowden and Nathan Sims who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed.

Given under my hand and seal December the Twentieth AD. 1838

Hugh. A. McLawson {J.P.}

Bowden & Sims Admrs & Received for Record & Recorded December 22nd 1838
Deed
S. A. McWillie } Whereas Simon Bowden Senr (deceased) Executed to Abram A McWillie his Certain Bond or Covenant as follows.

State of Mississippi }
Madison County } Know all Men by these Presents that I Simon Bowden am held and firmly bound unto Abram A McWillie in the sum of Thirteen hundred and forty Dollars good and lawful Money to be paid to the said Abram A McWillie his heirs Executors, administrators or assigns to which he hereby binds himself his heirs Executors and administrators. Given under his hand and seal this the Eighth day of June 1835, Whereas the above named Simon Bowden has this day bargained and sold to the said Abram A McWillie a certain tract or parcel of land situated on Hurricane Creek in the County and State aforesaid Being Lot number one and the South half of Lot Number Two Section Number Nineteen Township Number Eleven of Range number five East containing Fifty six acres and ninety four hundredths of an acre for which the said Abram A. McWillie has agreed to pay to the said Simon Bowden the sum of Six hundred and Seventy Dollars, of which three hundred and thirty five Dollars is payable on the first of February next and the balance on the first of January Eighteen hundred and thirty Seven, for which good and sufficient titles are to be made by the Twentieth of October 1837 by the said Simon Bowden to the said Abram A. McWillie his heirs or assigns forever, And further the said Simon Bowden is to deliver the possession of said land on the first of February next, Then and in that Case the above bond to be void - of no effect, else to remain in full force and virtue,

James Farrar

Simon Bowden {Seal}

And Whereas at the October Term of the Probate Court held in and for the County of Madison in the year Eighteen hundred and thirty Eight, It was Ordered and Decreed that Thomas Bowden and Nathan Sims Administrators of all and singular the goods and Chattels rights and Credits of Simon Bowden Decd do make and Execute to the said Abram A. McWillie his heirs or assigns a good and sufficient

title to the land in the above named Bond being lot Number One and South half of lot Number Two Section Number Nineteen. Township Number Eleven of Range Number five East, and according to the Statute in such Case made and Provided

Now this Indenture made this the Seventeenth day of December Eighteen hundred and thirty eight Between Thomas Bowden and Nathan Sims Administrators as aforesaid of the one part, and Abram A. McMillie of the other part Witnesseth; That the said Thomas Bowden and Nathan Sims in and for the Consideration of the Sum of Six hundred and Seventy Dollars which has been paid in pursuance to the above bond and the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant bargain and sell unto the said Abram A. McMillie his heirs and assigns forever. the aforesaid tract or Parcel of land lying and being in the County of Madison and State of Mississippi and known as Lot Number One and the South half of Lot Number Two in Section Number Nineteen Township Number Eleven of Range Number Five East, Containing Sixty Six acres and Ninety four hundredths of an acre, the land mentioned in the above Bond, and the appurtenances, and all the Estate, right title and Claim of him the said Simon Bowden Deceased, in and to the said Premises. To Have and to Hold the land hereby conveyed with the appurtenances, unto the said Abram A. McMillie his heirs and assigns forever, And the said Thomas Bowden and Nathan Sims as Administrators aforesaid for themselves, and the heirs of the said Simon Bowden (Deceased) do Covenant and agree to and with the said Abram A. McMillie his heirs and assigns that the said Premises now are and shall continue free from all Gifts grants, titles Charges and incumbrances, made done or suffered to be done by the said Simon Bowden in his lifetime, And the said Thomas Bowden and Nathan Sims as Administrators aforesaid, and the heirs of the said Simon Bowden will Warrant and forever defend the before Mentioned bargained premises against the claim or claims of all and every person or persons whatsoever,

In testimony, whereof the said Thomas Bowden and Nathan Sims the party of the first part have affixed their hands and set their seals the day and year above written,

Thomas Bowden {Seal}
Nathan Sims {Seal}

State of Mississippi }
Madison County } Personally appeared before me Hugh A. H. Lawson an acting Justice of the Peace for said State and County Thomas Bowden and Nathan Sims who acknowledged that they signed sealed and delivered the foregoing deed on the day and year herein Mentioned as their own act and deed,

Given under my hand and seal this the Seventeenth day of December A.D. 1838

Hugh A. H. Lawson {J.P.}

William L. Balfour } Received for Record 22nd } Recorded 24th December 1838
And
Robert McIntyre } This Indenture made and entered into this the twelfth day of June in the year of our Lord One thousand Eight hundred and thirty eight Between William L. Balfour of the County of Madison and State of Mississippi of the first part and Robert McIntyre of the County and State aforesaid of the second, Witnesseth. That the said William L. Balfour of the first part for and in Consideration of the Sum of Eight thousand Dollars to him in hand paid by the said Robert McIntyre of the second part, the receipt whereof is hereby acknowledged, Have bargained sold aliened and released, and by these Presents, doth bargain, sell, alien and release unto the said Robert McIntyre the following lots, pieces or parcels of land, to wit, West half North West quarter of Section Number Six, and the East half North West quarter of same Section in Township Number

Ten of Range Number Three East of the Basis Meridian also Lot Number Two and lot Number One in Section Number One Township Number Ten of Range Number Two East of the Basis Meridian, Also the East half of the South West quarter of Section Number Thirty one in Township Number Eleven of Range Number Three East of the Basis Meridian Also the South West part of lot Number One of Section Number One Township Number Ten of Range Number Two East of the Basis Meridian a part of which lying in the County of Madison aforesaid, and the balance in the County of Yazoo, in the State of Mississippi aforesaid, Containing in all three hundred and twenty Nine Acres and forty Nine hundredths of an Acre be the same more or less To Have and to Hold the aforesaid land in fee simple from all incumbrances whatsoever from him the said William L. Balfour, and the said William L. Balfour further warrants the right title and interest of the said Several lots of land before described for himself his heirs & executors administrators and assigns forever, and from all and every person whatsoever claiming or to claim the same. to him the said Robert McIntyre the party of the second part

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

The State of Mississippi } Wm. L. Balfour {Seal}
Madison County } Personally appeared before me S. Roach a Justice of the Peace in & for said County William L. Balfour, whose name is subscribed to the within deed who acknowledged that he signed sealed and delivered the same as his voluntary act and deed on the day and year therein.

Given under My hand and seal this 15th day of June 1838

S. Roach J. P. {Seal}

For value Received and in Consideration of the sum of One hundred Dollars I Elizabeth D. Balfour wife of William L. Balfour do relinquish all right, title, interest and claim to the land described in the within deed.

E. D. Balfour {Seal}

The State of Mississippi } Personally appeared before me S. Roach a Justice of the
Madison County } Peace in & for said County Elizabeth D. Balfour, who being examined separate and apart from her husband acknowledged that she signed sealed and delivered the above relinquishment as her voluntary act & deed without any fear threat or compulsion from her husband.

Given under My hand & seal this 15th June 1838

S. Roach J. P. {Seal}

Turner R. Miller } Received for Record 1st November & Recorded 28th December 1838
affidavit } The State of Mississippi }
Madison County } Personally appeared before me William D. Hart an acting Justice of the Peace in and for said County. Turner R. Miller who being duly sworn deposeth & saith that he has had a Note against W. D. Rimmer for Three hundred and twenty One Dollars dated in February 1837 Payable One day after date Stolen from him some in March last past.

Sworn to and subscribed before me
this 9th day of April 1838
Wm. D. Hart {J. P.}

T. R. Miller

Oct the 9th 1838
This day Rec.d of the within Certified last Note Two hundred Dollars

T. R. Miller

Bede Johnson & Wife } Received for Record 27th & Recorded 31st December 1838
Deed
Elias Johnson } This Indenture Made and entered — this the first day of March in the year of our Lord One thousand Eight hundred and thirty Eight — 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 Four thousand 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 South West quarter Section Thirty Six South half East half South East quarter Section Thirty five, and South half West half South East quarter Section Thirty five and West half South West quarter Section Thirty five, and East half North East quarter Section Thirty four, all in Township Twelve Range Three East, Madison County State aforesaid Containing Three hundred and twenty Acres More or less. To Have and to Hold the above described Parcel 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 to 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 likewise bind ourselves 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 — person or persons Whatever lawfully Claiming the same,

In testimony Whereof We the said Bede Johnson & Cynthia Johnson have hereunto set our hands and seals the day and date first above Written.

acknowledged before me in acting Justice of the Peace 25th April 1838 } Bede Johnson (Seal) Cynthia Johnson (Seal)
James M. Baker J. P.

State of Mississippi } Personally appeared before the Same M. Baker in acting
Madison County } Justice of the Peace for said County Cynthia Johnson the wife of Bede Johnson and acknowledged that she assigned the within Indenture and relinquishes all her Dower to same, voluntarily, without Reward fear or threat of her husband the said Bede Johnson,

Given under my hand this 25th day of April 1838
James M. Baker J. P. (Seal)

7 Killis Walton & Wife } Received for Record October 9th 1838 & Recorded 2nd January 1839
Deed
President & Selectmen of Canton } This Indenture Made the 9th Day of September A.D. 1838 between Killis Walton and Margaret Walton his Wife of the first part, and T. S. Salomon, Thomas S. Catetings, John T. Mearing, Charles B. Grasles George W. Henderson, Joseph T. Collins, and James Priestly President and selectmen for the Town of Canton and their Successors in office of the second part, all of the County of Madison and State of Mississippi. Witnesseth that the said Killis Walton and Margaret his Wife for and in Consideration of the Sum of Ten Dollars to them in hand paid by the said President and Selectmen the Receipt whereof is hereby acknowledged, have this day given granted bargained Sold, Conveyed and Confirmed, and by these Presents do give grant bargain sell Convey and Confirm unto the said President and Selectmen and their Successors in office as aforesaid, and for the use and benefit of said Town of Canton and the

Citizens thereof as a Public Street forever, the following described tracts or parcels of Ground to Wit. Beginning at the South East Corner of Lot No 7 in Square No One and running due East Eleven hundred & forty feet to a stake in the Eastern boundary of the Corporation of said Town as recently run by the County Surveyor, thence due South Sixty feet, thence due West Eleven hundred & forty feet to a Stake the North East Corner of Lot No 7 in Square No 8. thence due North Sixty (60) feet to the beginning together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the Estate right title, interest property claim and demand of them the said Willis Walton and Margaret his wife their heirs Executors Administrators & of in or to the same either in law or Equity or otherwise howsoever, To Have and to Hold the above described and hereby granted premises together with the hereditaments and appurtenances thereunto belonging unto the said President and Selectmen and their Successors in Office as aforesaid forever, And the said Willis Walton and Margaret his wife for themselves their heirs Executors and Administrators do hereby Covenant and agree to and with the said President and Selectmen and their Successors in office as aforesaid, that they are well seized in fee of the aforegranted premises that they have good right to sell and convey the same in manner and form as aforesaid, and that they well and their heirs Executors and Administrators shall by these presents warrant and forever defend the title to said above described premises to said President and Selectmen and their Successors in office as aforesaid for the purposes aforesaid against themselves their heirs & and against all and every Persons Persons lawfully or Equitably claiming or to claim the same or any Part thereof.

In testimony of all which the said Willis Walton and Margaret his wife have hereunto set their hands and affixed their seals the day and year first above written

Willis Walton {Seal}
Margaret Walton {Seal}

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Willis Walton and Margaret his wife and acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed for the purposes therein specified, and the said Margaret Wife of said Willis Walton being by me examined separate and apart from her 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 specified.

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

John T. Cameron Clerk

Willis Walton & wife } Received for Record 9th Octobr 1838 } Recorded 2nd January 1839
Deed
Pres & Selectmen of Canton } This Indenture made the 9th day of September A.D. 1838. Between Willis Walton and Margaret Walton his wife of the first part and J. S. Salmon, Thomas S. Catching, John T. Learning, Charles S. Searles, George W. Henderson, Joseph T. Collins and James Priestly, President and Selectmen for