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 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 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 land to Wit Beginning at the South East Corner of Lot No 6 in Square No 8 according to the original Plat of said Town and running due East Eleven hundred and 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 Fifty feet to a Stake, Thence due West Eleven hundred and forty feet to a Stake the North East Corner of Lot No 4 in Square No 7. Thence due North Fifty 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 Laws 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 will 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 Person or persons lawfully claiming or to Claim the Same or any part thereof.

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]

The State of Mississippi
Madison County } Personally appeared before me John S. 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 as their act and deed on the day and year therein mentioned, And Margaret the wife of said Willis Walton being by me examined Separate and apart from her husband acknowledged that she signed Sealed and delivered said 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 S. Cameron Clerk

Callum Barnes } Received for Record 24th October 1838 & Recorded 2nd Day of January 1839
Ded }
D W Healey } This Indenture Made and entered into this 27th Day of October A.D. Eighteen hundred and thirty eight by and between Callum Barnes and Docia Barnes his wife of the County of Madison and State of Mississippi of the one part, and said D W Healey of the County & State aforesaid of the other part, Witnesseth that the said Callum Barnes and Docia Barnes his wife 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 ensigning and delivery of these presents. Have Bargained Sold Conveyed and Confirmed and by these presents do bargain sell Convey and Confirm unto the said D W Healey his heirs Executors, administrators & assigns all and Singular the following described tract or parcel of land lying and being in the County & State aforesaid Known and designated in the Plat of Survey in the District of Choctaw Subject to Sale at Mt Salus Viz as the North West, West half North West quarter of Section fourteen Township seven Range Two East Containing forty acres 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, their 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 D W Healey 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 Ded
Dosha her + mark Barnes Ded

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 Dead and who acknowledgeth that he Signed Sealed & delivered the Same on the day and year therein mentioned as his voluntary act & Ded, Also at the same time Dosha Barnes whose name is Subscribed to the foregoing Ded the wife of the said Callum Barnes upon a private examination Separate & apart from the said husband acknowledgeth that she Signed Sealed & delivered the foregoing Ded on the day & year therein mentioned as her own voluntary act & Ded freely without any fear threats or Compulsion of the said husband

In testimony Whereof I hereunto set my hand & affix my Seal the 29th day of October 1838

Gideon Bass JP

John Hancock } Received for Record Decem 7th 1838 & Recorded 7th January 1839
Ded
M. L Cook } This Indenture Made the twenty eighth day of September in the year of our Lord one thousand Eight hundred and thirty eight Between John Hancock and his wife Naoma Hancock of Madison County and State of Mississippi of the one part, and McKinney L Cook of Hinds County in said State of the other Part, Witnesseth that for and in Consideration of one thousand Dollars to them in hand paid by the said McKinney L Cook to the said John Hancock and Naoma Hancock and the said John Hancock and Naoma Hancock having this day bargained and Sold unto the said McKinney L Cook, and do by these Presents bargain Sell, alien enfeoff Convey and Confirm unto the said McKinney L Cook his heirs and assigns forever a Certain tract or Parcel of land lying and being in Madison County and State of Mississippi to Wit, The North half of the West half of the South East quarter of

Section Thirty One in Township Eight Range Two West in the Choctaw District containing forty acres. To Have and to Hold the above described tract or parcel of land with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said McKinny & Cook his heirs and assigns forever, And we the said John Heancock and Naoma Heancock for ourselves our heirs Executors and administrators do hereby covenant and agree to and with the said McKinny & Cook his heirs Executors Administrators that we will Will and truly warrant and forever defend the above bargained land and premises from the legal Claim or Claims of any person or persons whatever — In testimony Whereof We the said John Heancock and Naoma Heancock have hereunto subscribed our names and affixed our seals the day and year first above written.

John Heancock Seal
Naomy her X mark Heancock Seal

State of Mississippi }
Madison County } Personally appeared before Wm Varnell an acting Justice of the Peace in and for the above County John Heancock who acknowledged that he signed Sealed and delivered the foregoing Deed for the purposes therein expressed, also appeared at the same time Naomy Heancock who being examined by me separate and apart from her said husband acknowledged that She signed Sealed and delivered the foregoing Deed without any fear threats or compulsion from her husband but as her own voluntary act and Deed.
Signed Sealed and delivered before me this 9th of October 1838
Wm Varnell J.P.

Levi Pearce } Received for Record 30th October 1838 & Recorded 7th January 1839
Deed Trust }
John Shrock } This Indenture Made and entered into this twenty ninth day of October A.D. Eighteen hundred and thirty eight between Levi Pearce of the first part, & John Shrock of the second part and James Adams and Enoch King of the third part, Witnesseth that the said party of the first part for the Consideration herein after expressed and the further Consideration of the Sum of Twenty Dollars to him in hand paid by the said party of the second part, the rec't of which is hereby acknowledged hath Contracted bargained Sold Conveyed and delivered, and by these Presents doth Contract bargain Sell Convey and deliver unto the said party of the second part the following property and Debt. to wit, The East half of the North West quarter of Section five in Township Nine in Range four East Containg Ninety Eight 75/100 acres lying and being in the County of Madison State of Mississippi Also a Negro Slave thirteen years old named Mary, Also a Promissory Note made by Richard N Thompson in favor of C & L. Pearce for the Sum of Four thousand Two hundred and twenty seven dollars and Sixty Cents, dated on the 23rd November A.D. 1837 & due on the first of January A.D. 1838 and credited by the Sum of five hundred and Ninety five dollars & Sixty Six Cents, and also a Bill of exchange drawn by John D. Marshall & Payable to John L. Bobbitt & endorsed by John L. Bobbitt & Armsted Bramlett, and directed to Martin Pleasants & Co for the Sum of One thousand Nine hundred & twenty dollars dated on the —— day of —— A.D. 1836 and due and Payable on the first day of January A.D. 1839. The same to Have and to Hold unto him the said party of the second part his heirs Executors, ad minis trators & assigns forever and the said Levi Pearce doth also hereby assign and set over unto the said party of the second part, and give unto him the sole legal right of Suing for & Collecting the above described promissory

note & bill of Exchange or such interest as the said Levi Pearce hath therein & to release & receipt for the same. This Conveyance bargain and sale and the assignment is however made upon the following trusts and conditions Viz Whereas the said party of the first ___ is indebted individually and as partner of the firm of C & L Pearce in a large sum of Money on the following Claims to Wit, on a Note Made by the said L. Pearce on the 5th Day of December A.D. 1836 for Nine hundred Dollars payable to Samuel Rowe & Co with interest from date and endorsed by the said Enoch King, also a Note Made by the said L. Pearce payable to ~ Commercial Bank of Natchez at Canton dated on the 9th day of May A.D. 1838 and due Nine Months after date for One Thousand Dollars and endorsed by the said James Adams Tilman Loggins & Thomas B Walters, also a Note made by C & L Pearce payable at the Mississippi and Alabama Rail Road Company at Brandon for Three Thousand three hundred and ten Dollars and fifty three Cents, dated on the 28th day of October A.D. 1837 and due four Months after date endorsed by Benjamin G. Marshall & the said James Adams, and the said Levi Pearce is willing the better to secure the payment of ~ money mentioned in the three last mentioned notes at the time limited for the payment of the same and to pay and refund unto the said James Adams & Enoch King the sums of Money which they may pay out & advance for the said Levi Pearce in taking up the said three last mentioned notes and to indemnify and save harmless the said parties of the third part from any loss on account of any or either of the three last mentioned Notes, Now it is Covenanted by and between all the parties to this deed that if the said party of the first part shall well and truly pay the three last mentioned Notes or pay to the said parties of the third part the sum or sums of Money they may pay on the three last mentioned notes on the first day of April Eighteen hundred and forty, and indemnify and save harmless the said parties of the third part from all loss on account of the said three last mentioned Notes. That then these presents shall forever Cease and be void. and the land & Negro Girl above Conveyed and the above title and legal rights assigned, shall revert as to the title and legal right thereof in the said Levi Pearce, but if the said Levi Pearce shall fail or refuse to pay the said sums of Money in the three last Mentioned Notes on the first Day of April A.D. 1840 aforesaid and save harmless the said parties of the third part, from all loss on account of the said three last Mentioned Notes, or of any part of said sums of Money shall be due and unpaid. Then and in that Case it is Covenanted by all the parties to this Deed, and that the said party of the second part ~ shall and may proceed to sell the said Land and Negro Girl in the Town of Canton State of Mississippi to the highest bidder for Cash on the said party of the second part first Posting up Notices of the time and place of sale twenty days previously thereto, and at the same time and place to sell in like manner the said first mentioned note and Bill of Exchange if they should not be earlier collected or put in suit, and the said party of the second Part shall immediately after said Sale and the Collection of the Money Mentioned in the note and Bill of Exchange first above Specified, pay off the said parties of the third part whatever they may have paid on the three last notes mentioned with all interest due thereon and all damage which the said parties of the third part may have sustained in Consequence thereof and if there should there remain a Surplus of Money after paying off the three last notes interest and damages thereon according to the terms of this Deed then the said party of the second part shall pay over to the said Levi Pearce all the balance of the Money and deliver over to him the said notes so paid off and taken

u/s, It is further covenanted that said Land and Negro Girl shall remain in the Posession of the said Levi Pearce and at his risk until the first day of April A.D 1840 aforesaid, And the said party of the second part doth hereby Covenant that he will well and truly perform the duties required of him under the Provisions of this Deed,

In testimony whereof we hereunto Put our hands and seals on the day and year first above written,

Levi Pearce [Seal]
John Shrock [Seal]
James Adams [Seal]
Enoch King [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 Levi Pearce. John Shrock. James Adams and Enoch King 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,

Given under my hand and seal of Office at Canton this 30th Day of October A.D. 1838

[L.S.]

John T. Cameron Clerk

Elizabeth Wafford } Received for Record & Recorded January 9th 1839
Relinquishment } State of Mississippi
C B. Howard } Madison County } Personally appeared before me the undersigned Justice of the Peace of said County Elizabeth Wafford wife of Daniel Wafford who acknowledged that She Signed Sealed and delivered a certain Deed of Conveyance made by her and her husband Conveying the East ½ of S E ¼ of Sec 36. T. 8. R. 2 East. the E ½ of N.E ¼ Sec 1 T. 7. R. 2 East together with all the improvements thereon, Containing 158 35/100 acres to Charles B. Howard which Deed is dated the 3rd Day of December 1834. And the said Elizabeth being examined Separate and apart from her husband acknowledged that she Signed Sealed and delivered the aforesaid Deed for the Consideration therein Mentioned, and She further acknowledges that She releases to the said Charles B. Howard his assigns and Subsequent purchasers all her right and title to Dower in the aforesaid premises for the Consideration named in said Deed and without any fear threats or Compulsion of her said husband

Given under my hand and Seal this 7th day of January 1839

Tho O. McDonald J.P. [Seal]

State of Mississippi } I Charles Moore do Certify that Daniel Wafford and Elizabeth
Madison County } Wafford his wife did Personally appear before me an acting Justice of the Peace in and for said County on the 3rd Day of December 1834 and acknowledged they Signed Sealed and delivered the above written Deed as their act and deed for the purposes therein Contained on the day and year therein Mentioned. I further Certify I examined Elizabeth Wafford Separate and apart from her said husband and She acknowledged She Signed Sealed and delivered the above written Deed as her act and deed on the day and year therein mentioned for the purposes therein Contained without fear threat or Compulsion from her said husband

Given under My hand and Seal this the 27th Day of December 1838

Charles Moore J.P. [Seal]

Elizabeth Bafford } Received for Record & Recorded 9th January 1839
Relinquishment } State of Mississippi
Mary Caldwell } Madison County } Personally appeared before me the under-
signed Justice of the Peace of said County Elizabeth Bafford the wife of Daniel
Bafford & he acknowledges that she signed sealed and delivered a Certain Deed of
Conveyance made by her and her husband Conveying the West ½ of NW¼ section 31
Township 8 Range 3 East Containing Eighty acres together with all the improvements
thereon to Mary Caldwell which Deed is dated the 5th Day of December 1834 and
the said Elizabeth being examined separate — apart from her husband acknowl-
-edges that she signed sealed and delivered the aforesaid Deed for the Consideration
therein Mentioned, and she further acknowledges that she releases to the said
Mary Caldwell her assigns and Subsequent purchasers all her right and title to
Dower in the aforesaid premises for the Consideration named in said Deed
and without any fear threats or Compulsion of her said husband.
Given under my hand and Seal this 7th Day of January 1839
Thos. A. McDonald J.P. [seal]

Saml Mc. Flowrnoy Shff } Received for Record & Recorded 9th January 1839
Deed
Killis Walton & N. Callihum } This Indenture made and entered into this twenty
day of January A.D. Eighteen hundred and thirty nine between Samuel Mc
Flowrnoy Sheriff of Madison County in the State of Mississippi of the first
part and Nicholas Callihum and Killis Walton both of the County and State
aforesaid of the second part: Witnesseth that Whereas one Thomas Collins and
Joseph Collins did on the twenty fifth day of April A.D. eighteen hundred
and thirty Seven recover a Judgment in the Circuit Court of Madison County
aforesaid against Henry Heines for the Sum of Two hundred and twenty
five Dollars and ten Cents, and Whereas an Execution was issued upon
said Judgment which came to the hands of S.B. White Sheriff of the County
of Scott in said State, who as Sheriff of the County of Scott in the State
aforesaid levied the same upon the Personal property of the said Henry Heines
and took a forthcoming Bond with Benjamin H Ward as his Security, con-
-ditioned according to law which forthcoming bond was returned with the
said Execution to the October Term A.D. Eighteen hundred and thirty seven
of the Circuit Court of Madison County aforesaid by the said S.B. White as
Sheriff of Scott County aforesaid as forfeited — and Whereas also an Execution
was issued from the Clerks office of the Circuit Court of Madison County afore-
said upon the Statutory Judgment rendered by virtue of the Law and the
return of the forthcoming bond forfeited as aforesaid against the said Henry
Heines and Benjamin H Ward his Security as aforesaid, which said Exe-
-cution came into the hands of the said Samuel M. Flowrnoy Sheriff of the
County of Madison aforesaid who for want of the goods and Chattels Lands
and Tenements of the said Henry Heines and the said Benjamin H Ward in
his County of Madison aforesaid returned the same to the April Term 1838 of the
Circuit Court of Madison County aforesaid not satisfied because the said
Heines and Ward had not goods and Chattels Lands and Tenements monies
or effects in the County of Madison aforesaid sufficient to satisfy the said
Execution or any part thereof — And Whereas also an alias Fi fa has reg-
-ularly issued from the Clerks office of the Circuit Court of Madison County
to the Sheriff of the County of Scott aforesaid against the said Henry Heines
and the said Benjamin H Ward, and the same having been returned to the
October Term of the Circuit Court of Madison County aforesaid A.D. 1838 by

the said Sheriff of the County of Scott aforesaid as not satisfied because the said Henry Heines and Benjamin H. Ward had neither monies goods or Chattels, Lands or tenements in his said County of Scott sufficient to satisfy said Execution or any part thereof. And Whereas also a Pluries Fi fa was regularly issued from the Clerks office of the Circuit Court of Madison County aforesaid against the said Henry Heines and Benjamin H. Ward his security as aforesaid which issued on the seventh day of December A.D. Eighteen hundred & thirty eight and came into the hands of the said Samuel M Flournoy Sheriff of Madison County aforesaid who for the want of personal property goods and Chattels of the said Henry Heines and Benjamin H Ward in his said County of Madison on which to levy said Execution did as Sheriff of Madison County aforesaid on the Seventh day of December A.D. Eighteen hundred and thirty Eight levy the said last mentioned execution on Lot Number Three in Square No Two in the Town of Canton in the said County of Madison aforesaid- And Whereas also one Rebecca M Howell in the Circuit Court of the County of Madison and State of Mississippi recovered a Judgement in the Circuit Court of the County of Madison aforesaid at the April Term A.D. Eighteen hundred and thirty seven on the twenty fifth day of April A.D. 1837 against one Jefferson M Stem and Henry Heines for the Sum of four hundred and five Dollars and thirty three Cents. And Whereas also an Execution did regularly issue on the 26th day of June A.D. 1837 from the Clerks office of the Circuit Court of Madison County aforesaid on said judgement against the said Jefferson M. Stem and Henry Heine returnable to the October Term A.D. 1837 of the Circuit Court of the County of Madison in the State of Mississippi aforesaid and which Execution came into the hands of the said Samuel M. Flournoy as Sheriff of Madison County aforesaid who did as Sheriff of Madison County aforesaid regularly return the same to the October Term A.D. 1837 of the Circuit Court of Madison County aforesaid not satisfied because the said Henry Heines and Jefferson M Stem or either of them did not have goods Chattels lands or tenements within the County of Madison aforesaid whereof he the said Samuel M. Flournoy Sheriff as aforesaid could make the said Sum of Money or any part thereof. And Whereas also an alias Fi fa on the said Judgement did regularly issue on the 20nd day of December A.D. 1837 from the Clerks office of the Circuit Court of Madison County aforesaid returnable to the April Term A.D. 1838 of the Circuit Court of Madison County aforesaid against the said Jefferson M Stem and Henry Heines and which alias fi fa did come into the hands of the said Samuel M. Flournoy Sheriff of Madison aforesaid and which was by him as Sheriff as aforesaid regularly returned not satisfied to the said April Term 1838 of the Circuit Court of Madison County aforesaid because the said Jefferson M Stem and Henry Heines did not have within the County of Madison aforesaid any goods or Chattels, Lands or tenements whereof he the said Samuel M. Flournoy Sheriff as aforesaid could make the said Sum of Money or any part thereof. And Whereas also a Pluries Fi fa on the said Judgement did regularly issue from the Clerks office of the Circuit Court of Madison County aforesaid, returnable to the October Term A.D. 1838 of the Circuit Court of Madison County aforesaid against the said Jefferson M Stem and Henry Heines and which said Pluries fi fa did come into the hands of the said Samuel M. Flournoy Sheriff of Madison County aforesaid and which was by him as Sheriff as aforesaid regularly returned not satisfied to the said October Term A.D. 1838

of the Circuit Court of Madison County aforesaid because the said Jefferson W. Stem and Henry Heines did not have within the County of Madison aforesaid any goods or Chattels, lands or tenements whereof he the said Samuel M Flournoy Sheriff as aforesaid could make the said Sum of Money in said Judgement and Execution Specified or any part thereof, and whereas also an Alias Plurias fa on the said Judgement did regularly issue on the 26th day of November A.D. 1838 from the Clerks office of the Circuit Court of Madison County in the State of Mississippi aforesaid returnable to the April Term A.D 1839 of the Circuit Court of the County of Madison aforesaid against the said Jefferson W. Stem and Henry Heines, and which said alias Plurias fa fa has come into the hands of the said Samuel M. Flournoy Sheriff of Madison County aforesaid and which was by him as Sheriff as aforesaid on the 27th day of November A.D 1838 levied on Lot Number Three in Square Number Two in the Town of Canton in the County of Madison in the State of Mississippi the said Jefferson. W Stem and Henry Heines having no personal property Goods or Chattels in the said County of Madison on which a levy could or Can be made to Satisfy and pay the same, And whereas the said Samuel M Flournoy Sheriff of Madison County aforesaid party of the first part after having advertised the time and place of the Sale of the said Lot Number Three in Square Number Two in the Town of Canton in the County of Madison as aforesaid for more than thirty days in the Canton Herald a Public news paper Printed in the said Town of Canton according to the Statute in such case made and provided by virtue of the above described Judgements and Executions and by virtue of the Powers vested in me as Sheriff of the County of Madison in the State of Mississippi, & the said Samuel M. Flournoy did on the Seventh day of January A.D 1839 at the Court House door in in the Town of Canton in the County of Madison aforesaid expose to Public Sale all the right title Claim and interest which the said Henry Heines had in and to the above described lot of land and house in the Town of Canton aforesaid to the highest bidder for Cash in hand. When the same was bid off by the said Nicholas Callicum and Killis Walton and set down to them at the Sum of Seven hundred and eighty dollars that being the Sum they bid for the same, and they being the highest and best bidders for the same, Now Know ye that I Samuel M. Flournoy Sheriff as aforesaid by virtue of the said writs of Executions and Judgements and of the Statutes in such Case made and Provided, and in Consideration of the said Sum of Seven hundred and eighty dollars to me in hand paid by the said Nicholas Callicum and Killis Walton the receipt whereof is hereby acknowledged have given granted, bargained sold and conveyed, and by these presents do give grant bargain sell and convey unto the said Nicholas Callicum and Killis Walton and to their heirs and their Executors Administrators and assigns forever the said Lot Number Three in Square Number Two and the house thereon in the Town of Canton in the County of Madison aforesaid together with all and singular the hereditaments and appurtenances thereunto belonging and or any wise appertaining, and all and singular the Estate right title and interest which the said Henry Heines had or has in and to the said House and lot on the 25th day of April 1837 or at any time since or now hath, To Have and to Hold the said House and lot and every part thereof with the appurtenances unto the said Nicholas Callicum and Killis Walton their heirs & assigns forever as fully and absolutely as the said Samuel M. Flournoy as Sheriff as aforesaid and under the authority aforesaid

might ought or could sell and convey the same

In Witness Whereof I Samuel M. Flournoy as Sheriff of the County of Madison aforesaid have hereunto put my hand and seal on the day and year above written

Test S. D. Livingston. S. M. Flournoy Sh'ff [Seal]

Interlined between the words "returned by" on the last line of the first Page hereof before signing & delivery hereof.

The State of Mississippi }
Madison County } Personally appeared before the undersigned Clerk of the Circuit Court of said County Samuel M. Flournoy Sheriff of said County and acknowledged the signing sealing and delivering of the Deed (to which this Certificate is attached) to be his proper act and deed on the day and year therein mentioned and for the purposes therein expressed.

Given under my hand and seal of said Court this Ninth day of January Eighteen hundred and thirty Nine

[Seal] S. D. Livingston Clk

Wm F. Walker & wife
Stock Mortgage
Miss & Ala R. R. Co.

Received for Record & Recorded 10th January 1839

The State of Mississippi }
Madison County } This Indenture made and entered into this first day of January in the year Eighteen hundred and thirty nine Between William F. Walker and Emily F. Walker his wife of the one part, and the Mississippi and Alabama Rail Road Company. Created and incorporated by an act of the Legislature of the State of Mississippi. approved on the ninth day of February in the year Eighteen hundred and thirty six of the other part. Witnesseth that Whereas the said William F. Walker died on the twenty fifth & twenty eighth days of September in the year Eighteen hundred & thirty seven became the Purchaser of Two hundred & twenty five Shares of the Stock of the said Mississippi and Alabama Rail Road Company, and he the said William F. Walker being desirous and disposed according to the Provisions of the fourth Section of an act to amend the Charter of the Mississippi and Alabama Rail Road Company to secure the payment of the sum due for the said Two hundred & twenty five Shares of the said Stock, and also the payment of the loan which he may obtain from the said Corporation, being entitled thereto as a Stockholder according to the seventh Section of the above recited amended act; Now the said William F. Walker hath hereby offered to Mortgage in favor of the said Mississippi and Alabama Rail Road Company the following described property, to Wit. The following Lands. Situate in the County aforesaid and Known and designated as the West half North East quarter, and North half South East quarter, and West half South West quarter and North half East half South West quarter, and West half North West quarter of Section Thirty three of Township Nine Range Three East; The West half South East quarter of Section Thirty two, of Township Nine; The North half of North West quarter of Section Five of Township Eight; The North half East half North East quarter Section Five Township Eight; The South Half East Half North West quarter Section Five Township Eight: The North half West half, north West quarter Section Four Township Eight. The West half North East quarter Section Five Township Eight. All in Range Three East, and Containing in the Whole Eight hundred acres more or less, and estimated at Thirty Thousand Dollars; Which property the Board of Directors of the said Rail Road Company have as is hereby acknowledged by William H. Shelton the President thereof deemed sufficient and equal to the above mentioned number of Shares of the said Stock, which said Shares after the Recording of these Presents shall belong to the said William F. Walker the Mortgagor; Therefore the said William F. Walker doth acknowledge himself to—

Recorded 9th July 1839

be, as he hath hereby Constituted himself, a Debtor to the said Rail Road Company in the Sum of Twenty four thousand Dollars being the amount of the Two hundred twenty four shares of the Stock of the said Mississippi and Alabama Rail Road Company, of which the said William F Walker is to be the holder by virtue of these presents,

In Consideration of the Premises aforesaid the said William F Walker doth hereby grant, Convey and Mortgage to the said Mississippi and Alabama Rail Road Company all and Singular the above described Property, which Property shall there remain Mortgaged in favor of the said Rail Road Company, until the said Sum of Twenty four thousand Dollars be paid to the said Rail Road Company, and also Whatever Sum the said William F. Walker may hereafter become or come as a Stockholder by virtue of the Seventh Section of the aforesaid recited Ammendatory act, The said William F Walker doth hereby Covenant and agree in Consideration of the premises aforesaid to warrant and defend the title to the before named Property, to the said Rail Road Company, from him and his heirs, and all persons Claiming the Same

It is hereby further agreed and understood between the Contracting parties hereto that whenever the said William F Walker shall fully and in all things according to the true intent and meaning of the Parties hereto, and the aforesaid act of incorporation, Comply with his above undertakings, then this agreement so far as it is obligatory upon the said Walker and wife shall be void, Otherwise to remain in full force and effect,

In testimony Whereof the said William F. Walker and Wife, and the said William H Shelton President of the said Rail Road Company, being thereto authorized by said Company, have hereunto set their hands and seals the day and date first above written,

Memo. the Words "the Walker" the President & directors of" erased on 1st Page before Execution & delivery also the Word "aforesaid" on 3rd line from top erased before proven

W. F. Walker [seal]
Emily F. Walker [seal]
[seal]

attest
A. H. McCarty

The State of Mississippi
Madison County } Personally appeared before me John L Cameron Clerk of the Probate Court of said County A H. McCarty the Subscribing Witness to the foregoing Deed of Mortgage who being first duly Sworn Deposeth and Saith that he Saw the above named William F Walker and Emily F. Walker his Wife Sign Seal and deliver the said instrument on the day and year therein named and that they acknowledged the Same to be their act and deed for the Purposes therein Mentioned

Given under My hand and Seal of Office at Canton this 11th Day of February A.D. 1839

John L. Cameron Clerk

John L Gooch & wife } Received for Record 11th & Recorded 13th February 1839
to } State of Mississippi
D B Crawford } Madison County } Know all Men by these presents that we John L. Gooch and Martha his wife both of the County and State aforesaid have this day for and in consideration of the Sum of Twenty four hundred Dollars to us in hand paid the receipt whereof is hereby acknowledged Bargain Sold and deliver and by these presents do bargain Sell and deliver unto David B. Crawford Esq. Wyatt & Alexander H. Campbell all our right title Claim and interest in and to the North West quarter of Section Nine, Township No Ten of Range No Three East containing One hundred and Fifty acres More or less, together with all the hereditaments & appurtenances to the title of said land we bind ourselves our

Heirs administrators and assigns to warrant and defend unto the said David B. Crawford Jno P. Wyatt & Alexander H. Campbell their Heirs administrators and assigns forever. Witness our hands and seals this 19th Day of September Eighteen hundred and thirty five

Jno. A. Goock
Martha Goock

The State of Mississippi
Madison County } This day personally appeared before me the undersigned Justice of the Peace for said County John. A Goock who acknowledges that he signed the within Deed, at the same time I have examined his wife Martha separate & apart from her husband who says she signed the within Deed as her volunteer act & deed without fear threats or Compulsion from her husband

Given under my hand & seal this 19th Sept'm 1835

Charles Moore J.P.

M & A Johnston
Deed
D B Crawford et al } Received for Record 10th & Recorded 12th January 1839

This Indenture Made this the thirty first day of August eighteen hundred and thirty five Between Mary Johnston and James Johnston of the County of Madison and State of Mississippi of the one part, and David B. Crawford & John P. Wyatt, and Alexander H Campbell of the County and State aforesaid of the other part. Witnesseth that the said Mary & James Johnston for and in Consideration of the sum of Two hundred Dollars in hand paid the Receipt whereof is hereby acknowledged and the further sum of Eighteen hundred Dollars to be paid on the first day of January Eighteen hundred and thirty Six have granted, bargained, sold, aliened conveyed and confirmed, and by these Presents do grant bargain sell, alien convey and Confirm unto the said David B. Crawford, John P Wyatt and Alexander H Campbell their heirs and assigns forever, all that tract or Parcel of land lying and situated and being in the County of Madison and State of Mississippi in Township No 10. Range 3 East, S½ E¼ of N.E¼ of Section No 8 Containing forty acres and also Eighty Acres lying in Township No 10 Range 3 East N½ E¼ N E¼ & N½ E½ S E¼ of Section No 8 Together with all the appurtenances, and all the Estate right title interest, Property and Claims of them The said Mary Johnston and James Johnston of in and to the same. To Have and to Hold the lands hereby Conveyed with all the Singular the Premises and every part and parcel thereof with the appurtenances unto the said David B. Crawford John P. Wyatt, and Alexander H Campbell their heirs and assigns forever, And the said Mary Johnston and James Johnston for their heirs Executors and Administrators do Covenant Promise and agree to and with the said David B. Crawford, John P Wyatt, and Alexander H. Campbell their heirs and assigns by these Presents that the Premises before mentioned now are and forever hereafter shall remain free from all former and other Gifts grants bargains Sales Charges and incumbrances whatsoever done or suffered to be done by the said Mary & James Johnston, and the said Mary Johnston and James Johnston, their heirs Executors and Administrators all and Singular the Premises hereby bargained and sold with — appurtenances unto the said David B Crawford & John P Wyatt and Alexander H Campbell their heirs and assigns against the said Mary & James Johnston their heirs, and all and every other person or Persons whatsoever doth and will Warrant and forever defend by these Presents.

In Witness Whereof the said Mary Johnston and James Johnston have hereunto set their hands and affixed their seals the day and year above written.

Witnesses
N. B Johnston
C. B Ward

Mary her ✕ mark Johnston Seal
James Johnston Seal

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County } Probate Court of said County Charles B Brand one of the
subscribing Witnesses to the foregoing Deed who being duly sworn deposed and said that
he saw the above named Mary Johnston and James Johnston whose names are subscri-
bed thereto Sign seal and deliver the said Deed on the day and year and for the purposes
therein specified, by setting out and that he this Deponent signed the same as a Witness in their presence
and in the presence of N B Johnston the other subscribing Witness. who also signed the same
in presence of the said parties and of this Deponent, on the day and year aforesaid.

Given under my hand and seal of Office at Canton this 10th day
of January A.D. 1839

John T. Cameron Clerk

Bullitt } Mortgage
Said } Recorded for Record January 5th & Recorded 14th January 1839
Susanna Gartley }

Whereas William Bullitt in his life time, 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 Gartley on the Seventh day
of March AD 1833 and Recorded in Book D. 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 Gartley
having sold and conveyed all his interest in all lands under the 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 Hewit, Thomas Henderson and Sylett 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. McCalob, and Octavia P. Bullitt
Irene S 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 Person and Estates of said Minors by
the Probate Court of Adams County and State aforesaid and was also duly authori-
sed by said Probate Court of Adams County at the same term thereof AD 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, mention-
ed in said order of said Court, Now This Indenture made and executed
this 23rd day of February A.D. Eighteen hundred and thirty seven 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. McCalob and Agnes
McCalob his wife Octavia Bullitt, widow aforesaid; and David Hewit, Thomas Henderson
and Sylette Buckner Executors of the last Will and Testament of William Shipp 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
Thousand five hundred and Seventy two Dollars to them in hand paid by Susanna
Gartley the Receipt of Which is hereby acknowledged at and before the Sealing and
delivering 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
Susanna Gartley 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 South Half of Section No Thirteen

Township No Ten of Range No Two East containing Three hundred and twenty six 88/100 Acres be the same more or less together with all and singular the appurtenances hereditaments, appertenances and Privileges unto the above described and hereby Conveyed Premises belonging or in any wise appertaining. To Have and to Hold said Premises with the appurtenances unto the said Susanna Gartley 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 Susanna Gartley 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 Susanna Gartley 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 Sylvester Buckner Executors as aforesaid do Covenant and agree with the said Susanna Gartley her heirs and assigns that they the said David Hunt Thomas Henderson and Sylvester Buckner Executors as aforesaid have full authority and power by the last Will and testament of said William Shipp to sell and Convey all the undivided interest right and part of the above described and hereby Conveyed premises, which the said William Shipp died Seized of either in law or Equity. And the said Samuel Davis as Guardian of Octavia P. Bullitt. Irene L Bullitt. Williams Bullitt and Emma Bullitt aforesaid do the Covenant and agree with the said Susanna Gartley 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 and right Title and interest either in law or equity of said Minors Octavia. Irene Williams 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 Sylvester Buckner Executors of William Shipp. and Samuel Davis Guardian of Octavia P Bullitt. Irene L Bullitt. Williams Bullitt and Emma Bullitt have hereunto set their hands and affixed their seals this 25th Day of February A.D. Eighteen hundred and thirty seven.

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

| | |
|---|---|
| William Ferriday | Seal |
| Helen C Ferriday | Seal |
| Henry L. Bennett | Seal |
| Matilda A Bennett | Seal |
| James Jones | Seal |
| Mary C Jones | Seal |
| Theodore H McCaleb, Agnes McCaleb | Seal |
| By their Atto. Wm Gartley | Seal |
| Octavia O. Bullitt | Seal |
| David Hunt | Seal |
| Thos Henderson Exor | Seal |
| Sylvester Buckner Ex | Seal |
| Samuel Davis Guard | 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 Eastern 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 and acknowledged that they signed Sealed and delivered the foregoing Deed of Sale on the day and year therein Mentioned to Susanna Gartley of Three hundred and twenty Six 88/100 acres of land, situate lying and being in the County of Madison in the State of Mississippi for all the purposes therein mentioned

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.

Fee. 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 } ss: State aforesaid, Personally came and appeared the within named
William Ferriday and Helen C. Ferriday his wife, in their own right. David Hunt. Thomas
Henderson and Sylvester Buckner Executors of the last Will and testament of William Ralph
deceased, and Samuel Davis Guardian of Octavia P. Irene S. 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 named,
they Signing & severally in their own right, as Executors and as Guardian as above spe-
cified. And the said Helen C. 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

Rob. North Clerk

The State of Mississippi }
Madison County } Personally appeared before me John L. Cameron Clerk of the
Probate Court of said County William Gartley attorney in fact for Theodore H. Mabb
and Agnes Mabb his wife, and acknowledged that he Signed Sealed and deliv-
ered the within Deed on the Day and year and for the purposes therein Specified as
his act and deed as attorney as aforesaid.

Given under my hand and Seal of Office at Canton
this 5th Day of January A.D. 1839

John L. Cameron Clerk

Jesse Lincoln } Wife } Received for Record 30th May 1836 & Recorded 14th January 1839
And
Wm P. Anderson } This Indenture Made and entered into this twelfth day of May
A.D. eighteen hundred and thirty Six Between Jesse Lincoln and Nancy Lincoln his wife
parties of the first part and William P. Anderson all of the County of Madison and State of
Mississippi of the second part, Witnesseth That the said Jesse Lincoln and Nancy Lincoln
his wife have for and in Consideration of the Sum of thirteen thousand Dollars to them in hand
paid by the said William P. Anderson at & before the ensealing and delivery of these presents
the receipt and payment of which is hereby acknowledged, given, granted, bargained, sold
released, conveyed and confirmed and by these Presents do give grant bargain sell release
convey and confirm unto the said William P. Anderson his heirs Executors, administrators
and assigns all and Singular the following described Parcels 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 the Choctaw district of said State as being the South West quarter
of the South West quarter of Section four of Township Ten Range three East containing
thirty eight and forty Six hundredths of an Acre. And the North half of the East half of the
South East quarter, and the South half of the West half of the North East quarter. And the
East half of the North East quarter, and the North half of the West half of the North East
quarter of Section five in Township Ten of Range three East, and the East half of the south
West quarter, And the North half of the West half of the South West quarter, of Section four
of Township Ten of Range three East, (and all that part of the South West quarter of Section
five of Township Ten of Range three East as lies North of Doakes (sic), and also twenty
five acres of land off of the North end of the West half of the South East quarter of
Section five of Township Ten of Range three East in all containing five hundred and twenty
five acres of land or thereabouts together with all and Singular the hereditaments
and appurtenances thereunto belonging or in any wise appertaining in any manner
whatsoever, the same to Have and to Hold unto him the said William P. Anderson
his heirs Executors Administrators and assigns forever, And the said Jesse Lincoln
and Nancy Lincoln his wife do hereby bind themselves their heirs Executors and

administrators to warrant and forever defend all and singular the above described land and Premises unto the said William P Anderson his heirs Executors administrators and assigns against themselves their heirs and against all and every person or persons Claiming or to Claime the same or any Part thereof either at Law or Equity.

In testimony Whereof we hereunto put our hands and Seals on the day and year above written,

Jesse Lincoln [Seal]
Nancy Lincoln [Seal]

State of Mississippi }
County of Madison } Personally appeared before me N. Callihum Judge of Probate in and for said County Jesse Lincoln whose name is subscribed to the foregoing Indenture and acknowledged that he Signed Sealed and delivered the Same on the day and year therein written as his voluntary act & deed. And Nancy Lincoln the wife of the said Jesse Lincoln also personally appeared before me who on an examination by me Privately, Separately and apart from her said husband acknowledged that she signed sealed and delivered the Same on the day and year therein written without any fear Threats or Compulsion of her said husband as her voluntary act and deed.

In testimony Whereof I hereunto Set my hand and Seal this 12th day of May A.D. 1836

N. Callihum Judge of Probate [Seal]

Williams & Walker } Received for Record October 31st 1838 & Recorded 14th January 1839
Bond

Clopton & Barlow } Know all Men by these Presents that we Benjn. M. Clopton and Alonzo D Barlow are held and firmly bound unto Benjamin Williams and Robert J. Walker in the Sum of One thousand Dollars payable on the first of January 1838, at the Payment of which we bind our selves our heirs administrators and assigns to make and cause to be made a good and sufficient title to Lots No 264 and No 266 numbered on the Map or Plan of the Town of Madisonville Madison County and State of Mississippi situate on Main Street adjoining the Lot of W.D Hill measuring (50) fifty feet each lot on said Street and running back (150) One hundred & fifty feet being part of Lot No 174 — In the just and full Sum of Two thousand Dollars well and truly to be paid. Witness our hands and seals this Eleventh day of July 1836
Witness John Wheeler.

Benjn. Williams [Seal]
Robert J. Walker [Seal]

The State of Mississippi } Personally appeared before me John L Cameron Clerk of the Madison County & } Probate Court of said County John Wheeler the Subscribing Witness to the foregoing Deed who being duly Sworn deposed and said that he saw the above named Benjamin Williams in his own right and as attorney in fact for Robert J. Walker Sign Seal and deliver the foregoing Bond on the day and year and for the purposes therein Specified. And that he this Deponent Signed the Same as a Witness in the Presence of the said Williams on the day and year therein mentioned

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

John L. Cameron Clerk

A. Mc Sproule } Received for Record 5th November 1838 & Recorded 16th January 1839
Deed
Eli B. Warren } The State of Mississippi }

Know all men by these Presents that I of the County of Madison in the State aforesaid in Consideration of One hundred Dollars to me in hand paid by Eli B. Warren of Madison County in the State aforesaid have granted bargained Sold and released and by these presents do grant bargain sell and release unto the said Eli B. Warren all and singular the following parcel of land lying and being in the State and County aforesaid and known in the Plat of Survey in and for the Choctaw District of lands in said State and County as being the S½. E¼. S.W¼ of Section No 34. Township No 10 of Range No 4 East containing 40.00 acres together with all and singular the rights, Members hereditaments and appurtenances, to the said Premises incident or in any wise appertaining: To Have and to Hold, all and singular the Premises before mentioned unto the said Eli B. Warren his heirs and assigns forever, and I do hereby bind my self, my heirs. Executors and administrators to warrant and forever defend all and singular the said Premises unto the said Eli B Warren his heirs and assigns against my heirs, and against every person whomsoever lawfully Claiming or to Claim the Same or any part thereof.

Witness my hand and Seal this the 3 day of October A.D 1834 and of the Sovereignty of the State.

Test
The State of Mississippi }
Madison County } Personally appeared before me Williams Somner a Justice of the Peace in and for the County aforesaid A. Alexander Mc Sproule and acknowledged that he Signed Sealed and delivered the within Indenture to be his voluntary act and deed. Given under my hand and Seal this 3d Day of October 1834

A. Mc Sproule [Seal]

Williams Somner J. P. [Seal]

Edwin Phillips } Received for Record 15th November 1838 & Recorded 16th January 1839
Deed
Henry Phillips } This Indenture made and entered into this the day of April 1837 Between Edwin Phillips of the County of Madison and State of Mississippi of the first part, and Henry Phillips of the Same County and State of the Second Part Witnesseth that the said party of the first part for and in the Consideration of the Sum of Thirty Six hundred Dollars paid to him in hand the receipt whereof is hereby acknowledged hath bargained, Sold, aliened, enfeoffed and Confirmed, and by these Presents doth bargain, Sell alien enfeoff and Confirm unto the said party of the Second part his heirs assigns & administrators all his right title and Claim in fee Simple — a Certain tract or Parcel of land lying and situate in the County & State aforesaid and known as the S.W¼ and S.W½ S.E¼ of Section No 17 of Township No 10 Range 6 East Containing Two hundred & forty acres more or less, and being the Same on which John Luke now lives together with all & Singular the tenements, hereditaments and appurtenances thereunto belonging to the said party of the Second part his heirs assigns and administrators To Have and Hold and occupy and possess forever, and the said party of the first part his heirs assigns and administrators doth hereby bind themselves, to the said party of the Second part his heirs assigns & administrators, to warrant and defend the said land tenements hereditaments & appurtenances against all Claims demands, Costs, Losses, encumbrances & enfeoffments, and of and from and against any Person or Persons lawfully Claiming or to Claim under him or them or any of them forever. In Witness Whereof We do hereunto set our hands and seals this the day and date as above

Edwin Phillips [Seal]

Madison County } Mississippi }
Witness [illegible] [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
Edwin Phillips whose name is signed thereto 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
15th Day of November A.D. 1838

L.S.

John T. Cameron Clerk

Abram A. McWillie } Recorded for Record } Recorded 14th January 1839
Mortgage } State of Mississippi }
R.C. Bank Hinds Co }

This Indenture made and entered into
this twenty fourth day of November in the year of our Lord one thousand eight hun-
dred 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 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 A. McWillie 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 one hundred and forty six 47/100
Shares of one Hundred Dollars each, making in the Whole amount the sum of
Fourteen thousand six hundred and forty seven 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 tenth 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 Abram A. McWillie having signed sealed and deliver-
ed 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 Bank-
ing 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 as aforesaid, a certain tracts or Parcels of land lying
and being in the County of Madison and State of Mississippi and containing
by estimation Eight hundred and thirteen 76/100 acres and more particularly
known and described in the general Plan of the Columbus land District

in the said State viz: the North East quarter and South West quarter of Section Ten. The North West quarter of the South East quarter of Section Ten, the North West quarter of Section fifteen, the West half of the South East quarter and South West quarter of Section Fifteen. the South half of the West half of the South West quarter of of Section Two all in Township Eleven and Range Five 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 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 Succes-ors in office as aforesaid forever; Provided Nevertheless, if the said A-bram 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 hence-forth, as will 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 Sucesse 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 adminis-trators 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 A. 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 Person to whom I may be entitled out of the within described lands tenements and hereditaments therein Conveyed by Abram A McWillie my Husband to the President and 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 fourth day of December 1838

Jane A. McWillie [seal]

State of Mississippi } Personally appeared before the undersigned a Justice
Madison County } of the Peace for said County the within named Abram A. 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 A. McWillie wife of the said Abram A. McWillie and

Who being examined by me separate and apart from her husband acknowledged that without any fear threats 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 fourth day of December 1838
Hugh A. McLaurin J.P.

Bullitt Shipp & Co Received for Record 5th & Recorded 15th January 1839

Deed
Susan Davis } Whereas William Bullitt in his lifetime. William Shipp in his life time. William Ferriday and Henry L. Bennett, held in fee Simple, among other Real estate the Premises herein after described and Conveyed the same being held under a Certain agreement entered into between them and William Gartley, on the Eleventh day of March A.D 1833 and recorded in Book A. Page 738 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 Gartley 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 and heirs: Mary Bullitt who intermarried with James Jones. Agnes Bullitt who intermarried with Theodore H. McCaleb. and Octavia P. Bullitt. Irene S. 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 25th day of February A.D. Eighteen hundred and thirty Seven. 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. 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 S Bullitt. William Bullitt and Emma Bullitt as aforesaid, for and in Consideration of the Sum of Four Thousand Four hundred and twenty eight 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 North West quarter. and East half of the South West quarter, and West half of the South West quarter of Section No Eighteen of Township No Ten of Range No Three East, Containing in all Three hundred and Sixteen 37/100 acres be the

same more or less. together with all and singular the advantages, here-
-ditaments, appurtenances and priviliges unto the above described and hereinconveyed 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 Execu-
-tors, 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 Sybille 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 Sybille Buckner as Executors aforesaid have full authority and power by the last Will and Testament of said William Shipp, to sell and convey all the undivided interest right and part of the above described 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, hath hereunto set their hands and affixed their seals this 25th day of February Eighteen hundred and thirty seven.

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 atto Wm Gastly
Octavia P Bullitt Seal
David Hunt Seal
Thos Henderson Exr Seal
Sybille Buckner Seal
Samuel Davis Guar Seal

State of Louisiana, City of New Orleans } District Court of the United States in and for the 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 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 Susan Davis of three hundred and Eighteen 37/100 acres of land situate lying and being in the County of Madison in the

State of Mississippi } for all the purposes therein mentioned
In testimony whereof I have hereunto set my hand and
Seal } Caused the Seal of the District Court of the United States in
L. S. } and for the District of Louisiana to be affixed hereto this tenth
day of March in the year of our Lord one thousand eight hundred
and thirty seven

The State of Mississippi } Sam H. Harper
Adams County Set } Before me Ralph North, Clerk of the Probate
Court of the County and State aforesaid Personally appeared the within
named William Ferriday and Helen C. Ferriday his wife in their own
right, David Hemmt. Thomas Henderson and Sydnette Buckner Executors
of the last will and testament of William Shiffs deceased. and
Samuel Davies Guardian of Octavia P. Irene S. William and
Eamia Bullett minor Heirs of Williams 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 in their own right, as Executors, and as Guardian
as above specified, And the said Helen C. Ferriday being by me
examined separate and apart from her said husband acknowledged
that she executed said Deed freely and voluntarily without any fear
threats or Compulsion from her said husband,
In testimony Whereof I have hereunto set my hand
Seal } and seal of Office the 28th Day of April A.D. 1837
Ral North Clerk

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County William
Gantley Attorney in fact for Theodore H. McCalib and Agnes McCalib
his wife and acknowledged that he signed sealed and delivered the
foregoing Deed on the day and year therein named as his act
and Deed as attorney as aforesaid for the purposes therein specified
Given under my hand and seal of office at
Seal } Canton this 5th Day of January A.D. 1839
John T. Cameron Clerk

D. G. Moore } Received for Record October 30th 1838 & Recorded 15th January 1839
Deed
Levi Pearce } This Indenture made & entered into this 28th day of
March in the year of our Lord one thousand eight hundred & thirty eight
between D.G. Moore of Yazoo County Miss: of the first part & Levi Pearce of
Madison County Miss. of the second part Witnesseth that the said party of
the first part for and in consideration of the sum of Three hundred Dollars
in hand paid by the Party of the second part at or before the
signing & delivery of this instrument hath sold bargained & de-
livered of the party of the second & do by these presents sell Bargain
convey & Confirm all the following described tract or parcel of
land to wit The East half of the North West quarter of Section five
in Township Nine in Range Four East, entered at Mount Salus
28th Nov 1834 and containing Ninety eight & 75/100. together with
all and singularly the lands tenements, hereditaments appurtenances
& appendages thereunto belonging or in any wise appertaining. To Have
& to Hold the said described lands unto the said Party of the second
part his heirs and assigns forever free from the Claims of him the

said party of the first part & covenant & any person & persons claiming or to claim the said described tract or parcel of land & by these presents will will warrant the title of — land to the said party of the second part his heirs and assigns forever,

In testimony Whereof I have this day set my hand & seal this day & year above written

D.G. Moore [Seal]

The State of Mississippi } Personally appeared before me John M
Attala County } Thompson Clerk of the Probate Court of said County D.G. Moore who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed on the day and year therein named and for the uses and purposes therein specified. —

[Seal]

Given under my hand & seal of Office this 28th Day of March A.D. 1838

J.M. Thompson Clk

L. A. Mills & wife to S. D. Livingston Deed

Received for Record 17th November 1838 & Recorded 17th January 1839

This Indenture Made and entered into this fifteenth day of November in the year of our Lord One Thousand Eight hundred and thirty eight. between Ladson A. Mills and Caroline Mills his wife of the County of Madison and State of Mississippi of the one part and Samuel D. Livingston of the County & State aforesaid of the other part. Witnesseth. That the said Ladson A. Mills and Caroline Mills his wife hath for and in Consideration of the Sum of Ten Thousand and four hundred dollars to them in hand paid the receipt whereof is hereby acknowledged hath granted bargained, sold. aliened and confirmed and by these presents do grant. bargain, sell. alien and Confirm unto the said Livingston his heirs and assigns forever, a certain tract or Parcel of land. lying and being in said County of Madison and State aforesaid. and North of and near to the Town of Canton and Containing One hundred and sixty and 46/100 acres More or less, and known and designated as the South East quarter of Section Eighteen. Township Nine Range three East, To Have and to Hold the said tract a Parcel of land as above described with all and singular the Premises thereunto belonging or in any wise appertaining unto the said Samuel D Livingston his heirs and assigns forever and the said Ladson A. Mills and Caroline Mills his wife doth for themselves, their heirs Executors and administrators Covenant and agree to and with the said Livingston his heirs Executors Administrators or assigns to warrant and forever defend the title of the aforesaid tract or parcel of land unto the said Samuel D Livingston his heirs or assigns forever from themselves, their heirs or assigns and against the Claim or Claims of all and every other Person or Persons Whatsoever,

In testimony Whereof the said Ladson A. Mills and Caroline Mills his wife hath hereunto set their hands and seals the day and date first above written.

Ladson, A. Mills [Seal]
Caroline Mills [Seal]

The State of Mississippi Set.
Madison County } Personally appeared before me Solon. F. Cameron Probate Clerk in and for the County aforesaid Ladson A. Mills and Caroline Mills his wife whose names are subscribed to the above and foregoing deed, And the said Ladson A. Mills acknowledged that he

Signed Sealed and delivered the foregoing deed on the day and year therein written as his act and deed. And the said Caroline Mills his wife being examined Separate and apart from her husband ac-knowledged that she signed Sealed and delivered the same on the day and year therein written as her act and deed without any fear threat or Compulsion from her husband

Given under My hand and seal of office this 17th day of November A.D. 1838

Seal

John T. Cameron Clk

Wm H. Fleming & Lud Trust
Robert Dyas

Recived for Record 16th & Recorded 17th January 1839

This Indenture, Made this fifteenth day of January in the year of our Lord Eighteen hundred and thirty nine between William H. Fleming and Elizabeth his wife of Madison County in the State of Mississippi. Robert Dyas of the City of New Orleans in the State of Louisiana and James R. Rufell of the County and State first aforesaid. Witnesseth Whereas the said Fleming has on the day of the date of these presents executed to the said Robert Dyas his two several Promissory notes, each for the sum of Two Thousand three hundred Dollars, one Payable four Months after date, and the other payable twelve Months after date to the order of the said Dyas, and for the Purpose of Securing the prompt payment of the said notes. the said Fleming and wife are willing and have agreed to execute these Presents

Now this Indenture Witnesseth that in Consideration of the Premises and of the further sum of ten dollars to the said Fleming and wife in hand paid before the execution hereof, the said William H. Fleming and Elizabeth his wife have granted bargained sold, assigned, transferred and set over, and by these Presents do grant, bargain Sell assign, transfer and set over unto the said James R. Rufell trustee his Successors or legal representatives as hereinafter Provided, the following negro Slaves to wit, George twenty five years of age, Washington twenty one years of age, Joe twenty four years of age, Alice fourteen years of age, Charlotte twenty two years of age, and Agnes twenty years of age, together with the increase of the said Negroes, To Have and to Hold the above described negroes with their increase as Slaves for life unto the said James R. Rufell trustee as aforesaid his Successors or legal representatives as herein after Provided in as full and ample a manner as the said Fleming and wife their heirs or assigns could have or hold the same, Provided However and this Indenture, and the Conveyance and assortment therein made are upon the following trusts, and for no other use, intent or Purpose whatsoever, that is to say that if it shall happen that the said Fleming shall not Promptly pay the aforesaid promissory note first above mentioned at maturity, then and in that event the said James R. Rufell trustee as aforesaid, his Successors or legal representatives as herein after Provided shall take Possession of the aforesaid Negro Slaves, at the request of the said Robert Dyas, his Executors Administrators or assigns, and shall proceed to sell at Public auction to the highest bidder, at the Town of Canton, in Madison County aforesaid for Cash, so many of the aforesaid negro Slaves as may be necessary to raise an amount of Money sufficient to pay the said Note first above mentioned And in Case the said Fleming shall not promptly pay the aforesaid promissory note last above mentioned, at the maturity thereof, then and in that event, the said James R. Rufell his Successors or legal representatives as herein after, provided shall take Possession of the residue of the aforesaid Negroes remaining unsold at Previous sale, Should the same have taken place, at the request of the said Robert Dyas, his Executors, Administrators or assigns, and shall Proceed to sell

the same or so many of said Negro Slaves as may be necessary to raise an a-
-mount of Money sufficient to pay the said note last above mentioned, at the Town
of Canton aforesaid; And the acting trustee shall whenever a sale is to be made on
the premises, give at least twenty days previous notice by advertisements published
in some Newspaper in Madison County aforesaid, and set up at three of the most
Public places in Madison County, aforesaid, of the time, place, Manner and terms
of Sale And the said acting trustee shall have full power and authority to
receive the Money arising from said Sale or Sales, and shall forthwith pay over
the same to the said Robert Sykes, his Executors, administrators or assigns, to the a-
-mount of the note, for the payment of which such sale may have been made
and the residue if any shall be paid by said Trustee to said Fleming; And the
said William H. Fleming and Elizabeth his wife shall hold and possess the afore-
-said Negro Slaves until default be made in the payment of the first note above
mentioned, and Should a Sale be made for the payment of said note first above
mentioned, the residue of said Negroes not then required to be sold, if any shall be
restored to said Fleming & wife until default be made in the payment of the second
note above mentioned; And if the said James R. Russell shall die or otherwise
become legally incompetent or refuse to fulfil the trusts herein before specified
then the Judge of the Probate Court of Madison County aforesaid shall at the request
of the said Robert Sykes, have power and authority to appoint a trustee or trustees
to Complete the said trusts, who are hereby declared to be vested with as fully
ample powers in the Premises as if he or they had been herein named originally
appointed. And in Case the acting trustee at the time being as herein before
provided shall be unavoidably absent at the time of Sale in the Premises, he
shall and may appoint by writing under his hand and Seal an agent to
conduct said Sale whose powers & authority shall extend only to making such
Sale, and not to receive the Money arising therefrom,

In testimony Whereof the said William H. Fleming and Elizabeth
his wife, and Robert Sykes and James R. Russell have hereto respectively
subscribed their names and affixed their seals, this day and year first above written

Signed Sealed & delivered in presence of me
the words "at Maturity" on the first page be-
tween the third and fourth lines from the bottom
being first interlined

Henry Garrett

W. H. Fleming Seal
Elizabeth H. Fleming Seal
Rob Sykes Seal
Jas R. Russell Seal

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

Given under my hand and seal this 15th day of
January Anno Domini 1839

Henry Garrett J. P. Seal

John Briscoe & wife } Received for Record 19th November 1838 & Recorded 17th January 1839
Deed
Robert Montgomery } This Indenture Made and entered into this 19th day of November AD 1838 by and between John Briscoe and Jane Briscoe his wife of the one Part and Robert Montgomery of the second part. all of the County of Madison and State of Mississippi Witnesseth that the said John Briscoe and Jane his wife for and in Consideration of the Sum of Seven hundredy fifty Dollars to them in hand paid the receipt whereof is hereby acknowledged have granted bargained sold aliened and confirmed, and by these Presents do grant. bargain. sell alien and confirm unto the said Robert Montgomery his heirs and assigns forever the following discribed Lots or parcels of ground to wit. Lots No 6 & 7 in Square No 1 of lots laid off by said John Briscoe on the Southern Boundary of the Town of Canton, Bounded as follows to Wit. Beginning at the South East Corner of Thos B. Hoovers Lot No at a stake in the Northern boundary of Academy Street thence East with said Street 200 feet to James Priestleys Corner. thence North with said Priestleys line 200 feet to a stake Ropes Corner. thence West with Ropes line 200 feet to a stake Hoovers North East Corner. thence South with said Hoovers line 200 feet to the beginning. To Have and to Hold the said lots or parcels of ground as above described with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Robert Montgomery his heirs and assigns forever. And the said John Briscoe and Jane his wife for themselves their heirs Executors and Administrators do Covenant and agree to and with the said Robert Montgomery his heirs Executors Administrators or assigns & to warrant and forever defend the title of the aforesaid lots or parcels of ground unto the said Robert Montgomery his heirs or assigns & forever. from themselves their heirs or assigns & and against the Claim or Claims of all and every other person or persons whatsoever,

In testimony Whereof the said John Briscoe and Jane Briscoe his wife have hereunto set their hands and seals the day and date first above written

John Briscoe [Seal]
Jane Briscoe [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 John Briscoe and Jane Briscoe 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 Jane wife of said John Briscoe 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 the said husband,

Given under my hand and Seal of Office at Canton this 19th Day of November AD. 1838.

[Seal]

John T. Cameron Clerk

Thomas M. Black } Received for Record 26th Novem 1838 & Recorded 17th January 1839
Deed
Joseph Clark } This Indenture Made and entered into this 27th January
one thousand eight hundred and thirty six between Thomas M. Black of
the State of Mississippi and County of Hinds of the first part, and Joseph
Clark of the County of Madison and State aforesaid of the second part,
Witnesseth that the said party of the first part for and in consideration
of the sum of Twelve hundred Dollars to him in hand paid by the said party
of the second part, the receipt whereof is hereby acknowledged hath granted
bargained sold and conveyed and by these presents doth grant bargain
sell convey and confirm unto the said party of the second part his heirs and
assigns forever a Certain tract or parcel of land lying and being in the
County of Madison and State aforesaid known and distinguished as the
Original Survey by the East half of South West quarter of Section twenty one
Township Eight Range One West, Choctaw Land District To Have and
to Hold the above described premises with all and singular the rights
privilege hereditaments and appurtenances to the same of right appe-
taining or in any wise belonging, And the said party of the first
part doth Moreover bind himself his heirs Executors Administrators
and assigns unto the said party of the second part his heirs and as-
signs to warrant and forever defend the right title and Claim to the
above described premises with all and singular the rights privileges
hereditaments and appurtenances thereunto belonging or appertaining
against the Claim or Claims of all and every person or persons whomsoever
lawfully or equitably claiming the same or any part thereof to the only
proper use benefit and behoof of the said party of the second part, his
heirs and assigns forever, in fee Simple.

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

Isaac Lawson } Thomas M. Black [Seal]
State of Mississippi }
Hinds County } Personally appeared before me S. S. Scott Clerk of the
Probate Court of said County Isaac Lawson who after being duly sworn
saith that he Saw Thomas M. Black sign seal and deliver the foregoing
Deed. And he this Deponent signed the same in the presence of said Black
as a witness thereto.

[Seal] Witness my hand & seal of office this 5th October 1838
S. S. Scott Clerk

Mark Rollins & Wife } Received for Record & Recorded January 18th 1839
Deed
James Morton } This Indenture Made and entered into this 19th day of
November in the year of our Lord one thousand Eight hundred and thirty
eight Between Mark Rollins & Matilda Rollins his wife of the County of Lake
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 three thousand three hundred and forty three Dollars thirty four Cents
Lawful Money of the United States to them 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 bar-
-gain 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 and known and distinguished as the North half of Section Seventy, Township Nine Range One East, The West half of the South West quarter of Section Twenty, Township Nine Range One East, The East half of the North East quarter of Section Nineteen Township Nine Range One East, Containing four hundred and seventy eight acres More or Less. And all the estate right, title, interest Claim and demand both in Law and equity of them the said Mark Rollins and Matilda Rollins his Wife of in and to the said premises and every part thereof Together with all and singular the Privileges and appurtenances to the same belonging or in any wise appertaining. and the rents issues and profits thereof. To Have and to Hold the premises hereby granted 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 Mark Rollins for himself his heirs Executors & 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 Mark Rollins, his heirs Executors and administrators will warrant and defend the aforesaid premises with their appurtenances and every part and parcel thereof, unto the said James Morton his heirs and assigns against all persons claiming or to Claim by from or under him his heirs assigns, or by from or under any other person or Persons whomsoever.

In testimony Whereof the said Mark Rollins and Matilda Rollins his Wife have hereunto set their hands and Seals the day and year first above written

Signed Sealed and acknowledged in presence of
Jesse R Black
Samuel S. McKay

Mark Rollins [Seal]
Matilda Rollins [Seal]

State of Mississippi } Personally appeared before me Samuel S. McKay and
Leake County } acting Justice of the Peace in and for the aforesaid County, Mark
Rollins and acknowledged the within Indenture to be his act and
deed and desired that the same might be Recorded as such according to law

Given under my hand and Seal this 10th day of
November in the year of our Lord One thousand Eight hundred
and thirty Eight.

Samuel S. McKay J.P. [Seal]

State of Mississippi }
Leake County } Personally appeared before me Samuel S. McKay, and
acting Justice of the Peace in and for said County Matilda Rollins who being
by me examined Separate and apart from her husband Mark Rollins ac-
knowledged that she Signed Sealed and delivered the foregoing Indenture
as her own voluntary act and deed and not from any threats, fears or Compul-
sion of her said husband on the day and year therein mentioned.

Given under my hand and Seal this 10th Day of November
in the year of our Lord Eighteen hundred and thirty eight

Samuel S. McKay J.P. [Seal]

The State of Mississippi }
Leake County } I Thomas Myers Clerk of the Probate Court in and for
the County and State aforesaid do hereby Certify that Samuel S.
McKay whose name appears to the within acknowledgment
of Mark Rollins as well as the acknowledgment of Matilda

his wife of her relinquishment of Dower is and was at the time of said acknowledgments an acting Justice of the Peace in and for Lake County and State aforesaid and as such his acts are entitled to due Credit.
Given under My hand and private Seal as Clerk (there being no Seal of office) this 12th Day of Nov 1838
Thos Myers Clk
of P.C.L. Coty.

John Read & Wife } Received for Record 7th & Recorded 18th January 1839
to
James Morton

This Indenture Made the twenty ninth day of December in the year of our Lord one thousand eight hundred and thirty eight Between John Read and Lucy Read his wife of Madison County Mississippi of the one part, and James Morton of the County of Rutherford State of Tennessee of the other part, Witnesseth That the said John Read and Lucy his wife for and in Consideration of Thirty one hundred Dollars to them in hand paid by the said James Morton of the second part, at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged and the said James Morton 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 James Morton of the second part, his heirs and assigns forever All of the following lands or parcels of land lying and being in the County of Madison State of Mississippi in the District of lands Subject to entry at Mount Salus Mississippi Viz The East half of North West quarter of Section No Twenty Nine, The West half of North East quarter of same Section, The East half of North East quarter of Section Twenty Nine Township Nine Range One East, The West half of North West quarter of Section Twenty eight in Township nine, Range One East Save and Except Ten acres off of the North part of the East Mulberry Eighth (the same being the West half of North West quarter of Section No twenty eight in Township Nine Range One East, joining Section Twenty one in same Township) Containing in all Three hundred and ten acres more or less, together with all and singular the appurtenances hereditaments, privileges and advantages whatsoever unto the above described Premises belonging or in any wise appertaining;-- And also all the Estate right title, interest and property and Claim whatsoever either at law or in equity of them the said John Read & Lucy 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 James Morton his heirs and assigns forever and the said John Read for himself, heirs Executors and Administrators doth Covenant grant Promise and agree to and with the said James Morton his heirs and assigns that he the said John Read and his heirs the above described and hereby granted premises and every part thereof with the appurtenances unto the said James Morton and his heirs and assigns against the said John Read and wife 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 John Read and Lucy Read his wife have hereunto set their hands and seals the day and year above written
Signed Sealed and delivered in presence of

John Read [Seal]
Lucy Read [Seal]

The State of Mississippi } Personally appeared before me Thomas
Madison County } Shackelford the undersigned Judge of Probate
in and for said County John Read and Lucy Read his wife whose
names are subscribed to the within and foregoing ~ who acknow-
-ledged that they signed sealed and delivered the same on the day and
year therein written as their act and deed for the purposes therein
specified. And the said Lucy being examined by me Separate and
apart from her said husband acknowledged that she signed sealed
and delivered the within deed freely as her voluntary act and deed
without any fear threat or Compulsion from her husband.

In Testimony whereof I have hereunto subscribed my hand
and seal on the 29th Day of December A.D 1838

Test Thos. Shackelford [Seal]

Hezekiah Clark } Received for Record 27th Novr 1838 } Recorded 18th January 1839
Read
Thos. S. Smith } This Indenture Made the 4th day Octr in
the year of our Lord one Thousand eight hundred and thirty eight
Between Hezekiah Clark of the one part and Thomas S Smith of the
other part. Witness. That Hez Clark for and in Consideration
of one Thousand Dollars to him in hand paid by the said Thos S Smith
at or before the sealing and delivery of the presents the receipt whereof
is hereby acknowledged and the said Hez. Clark for himself
his heirs Executors and Administrators has ~~granted~~ forever released
and discharged therefrom by these Presents has granted, bargained sold
conveyed and confirmed, and by these Presents doth Grant. bargain sell
convey and confirm unto the said T.S. Smith his heirs and assigns
forever all those tracts lots or Parcels of land Situated being and lying
in the County of Madison and State of Mississippi and more par-
-ticularly designated as being lots No one hundred and thirty two -
one hundred and thirty three, one hundred and thirty four. one hun-
-dred four and one hundred and thirty six in Square No Twelve
as marked on the Plat of the Town of Madisonville in the County and
State aforesaid, 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 whatso-
-ever either at law or in Equity of him, and the said Hez Clark
of in and to the same. To Have and to Hold the above granted bar-
-gained and described Premises with the appurtenances unto the
said Tho S. Smith his heirs and assigns forever, And the said Hez
Clark for himself his heirs Executors and Administrators doth Coven-
-ant and agree to and with the said T.S. Smith his heirs and
assigns that he the said Hez Clark and his heirs the above
described and hereby granted premises and every part thereof with the appurtenances
unto the said T.S. Smith and his heirs and assigns against the said Hez Clark
and against all persons lawfully and equitably claiming or to claim said premises
or any part thereof by through or under him shall and will warrant and by
these presents forever defend.

In Witness Whereof the said Hez Clark hath hereto set his hand and seal
the day and year above. Written.
Signed Sealed and delivered in Presence of } Hezekiah Clark

The State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the Peace in & for said County Hezekiah Clark
and acknowledged the within written Indenture to be his act & deed
and desired that the same might be recorded as such according to Law.

Given under my hand & seal this 11th of October 1838.

Henry Garrett J. P. [seal]

William Robinson } Received for Record 27th. Novem. 1838 & Recorded 18th January 1839
Ded }
Thomas E Old } State of Mississippi }
} Madison County } This Indenture made and entered into
this 13th day of February one thousand eight hundred & thirty six Between
William Robinson of the County of Madison State of Mississippi of the one
part and Thomas E Old of the State of Tennessee of Sumner County of the
other part, Witnesseth that the said William Robertson for and in con-
-sideration of six hundred Dollars to me in hand paid by the aforesaid
Thomas E Old the receipt whereof is hereby acknowledged hath bargained
sold and delivered and by these Presents do bargain sell and
unto the aforesaid Thomas E Old the following Parcel and tract of land
to wit ——— and being in Madison County State of Mississippi and known
as follows. The South half. the East half of the South East fourth of Section
No Twenty seven, Township Nine of Range No four East. containing 40.06/100
acres. Now for and in consideration of six hundred Dollars to me in
hand paid by the pd Thomas E. Old — I William Robertson bind myself my
heirs apsigns Administrators Executors, or administratrix and all and
every person or persons whatsoever, and do hereby and will forever de-
-fend the title of pd land unto Thomas E Old his heirs apsigns. Execu-
-tors administrators or administratrix from all and every person or
persons Whatsoever.

In testimony whereof I have hereunto set my hand and
seal this day and date above written.

Signed Sealed and delivered in the Presence
of the subscribing Witnesses
attest P W Martin
L L. Williams
J. J. Parker

William Robinson [seal]
Martha E. Robinson [seal]

The State of Mississippi } This day Personally appeared before me the under-
Madison County } -signed Justice of the Peace for said County Wm
Robertson who acknowledged that he Signed the within Deed for the consid
-eration therein mentioned, At the same time I have examined his wife
Martha E Robertson Separately & apart from her husband who acknow-
-ledged she Signed the above Deed without fear threats or compulsion
from her husband.

Given under my hand & seal this 14th May 1836

Charles Moore J. P.

George W. Henderson Exr } Received for Record 27th Novem. 1838 & Recorded 18th January 1839
Ded }
Albert G. Forney } State of Mississippi }
} Madison County } Know all men by these presents that
I George W Henderson of the State & County aforesaid Executor with the will
annexed of Hugh L. Henderson deceased in pursuance of an order granted
by the Honorable Probate Court of Madison County in the State of Mississippi at
the September Term of said Court in the year of our Lord one thousand eight

hundred & thirty eight for the sale of the undivided interest of Hough L. Henderson deceased aforesaid in a Certain Lot situated in the Town of Canton in the County of Madison & State of Mississippi & known & designated as Lot Number One in Square Number One in the Plan of said Town, the said undivided interest being the One third part of the said entire Lot of which the said Hough L. Henderson died seized, - And (after due Notice given in the Canton Herald) offer for Sale in the Town of Canton aforesaid on the eighth day of November in the year of our Lord One thousand eight hundred & thirty eight the aforesaid undivided interest of the said Hough L. Henderson deceased in the Lot aforesaid to the highest bidder whom Albert G. Forney of the County of Burke in the State of North Carolina being the highest & last bidder became the pur-chaser thereof for the Sum of One thousand seven hundred & fifty four Dollars. Now Know Ye: that by virtue of the aforesaid order of the said Honorable Probate Court & the aforesaid Sale had in pursu-ance thereof & of the power vested in me as Executor aforesaid & for & in consideration of the Sum of One thousand seven & fifty four Dollars to me in hand paid by the said Albert G. Forney the receipt of which is hereby acknowledged. I have granted bargained sold & conveyed and by these Presents I do Grant, Bargain Sell & Convey unto the said Albert G. Forney his heirs & legal representatives in fee Simple forever all the right title and interest both in Law and Equity which the said Hough L. Henderson deceased had at the time of his death in & to a Certain Lot of land situated in the Town of Canton in the County of Madison & State of Mississippi & known & designated in the plan of said Town of Canton as Lot Number One in Square Number One, the interest of said Hough L. Henderson deceased in said Lot being one undivided interest consisting of One third Part of said entire Lot with all & singular the Privileges rights & appurtenances thereunto belonging or in any wise appertaining. To Have & to Hold the same to the said Albert G. Forney his heirs & legal representatives forever. And I do hereby bind my self my heirs & legal representatives to warrant & defend the title of said undivided interest in said Lot of Hough L. Henderson deceased herein Conveyed to & for the said Albert G. Forney his heirs & legal rep-resentatives forever.

In testimony whereof I have hereunto set my hand & seal this twenty fifth day of November in the year of our Lord one thou-sand Eight hundred & thirty Eight

signed Sealed & delivered in Presence of }

Geo W. Henderson Exr [Seal]
with the Will annexed of Hough L
Henderson Decd

The State of Mississippi }
Madison County ss } Personally appeared before me John T. Lamar Clerk of the Probate Court of said County the above named George W Hen-derson Executor with the Will annexed of Hough L. Henderson Decd and acknow-ledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and Deed as Executor as aforesaid for the purposes therein specified

Given under my hand and seal of office
at Canton this 27th Day of November AD 1838
John T. Lamar Clerk

[Seal]

Albert G. Forney } Received for Record 27th November 1838 & Recorded 19th January 1839
And } State of Mississippi }
Motz & Henderson } Madison County } Know all men by these Presents that I Albert G. Forney of the County of Bienville State of North Carolina for & in Consideration of the Sum of Two Thousand Dollars to me in hand paid by George W. Motz & George W. Henderson of the County of Madison & State of Mississippi the receipt of which is hereby acknowledged, I have this day granted, bargained Sold & Conveyed, and by these Presents I do Grant, bargain Sell & Convey unto the said George W. Motz & George W. Henderson their heirs & legal representatives in fee Simple forever, all my right title & interest both in law & Equity in & to a certain Lot of Land situated in the Town of Canton in the County of Madison & State of Mississippi & known & designated as Lot Number One in Square Number One in the Plan of the said Town of Canton, my interest in said Lot being an undivided Share Consisting of one third part of said entire Lot (purchased by me from the Estate of Hugh L Henderson Dec'd) together with all the rights Privileges & appurtenances thereunto belonging or in any way appertaining. To Have & to Hold the same to the said George W. Motz & George W. Henderson their heirs & legal representatives in fee Simple forever. And I do hereby bind myself my heirs & legal representatives to Warrant and defend the title to the said undivided interest of one third part of said Lot (herein conveyed) to the said George W. Motz & George W. Henderson their heirs & legal representatives forever,

In testimony whereof I have hereunto set my hand and seal this twenty seventh day of November in the year of our Lord One thousand Eight hundred & thirty eight.

Signed Sealed & delivered in presence of } A.G. Forney [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 Albert G Forney and 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.

[Seal] Given under my hand and seal of Office at Canton this 27th Day of November A.D. 1838
John T. Cameron Clerk

J. Silverberg & wife } Received for Record 28th November 1838 & Recorded 19th January 1839
And Joint } State of Mississippi ss.
Burke Watt & Co } Madison County } 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 Johnson Silverberg and Sarah Silverberg his wife of the first part, and Charles L. Searles of the second part and Glendy Burke, John Watt, and Louis De Saulles trading under firm and Style of "Burke Watt & Co" of the third part, represented in the premises by said Louis De Saulles. Witnesseth That Whereas the said Johnson Silverberg is justly indebted to the said Burke Watt & Co in the just and full sum of Eleven thousand five hundred and eighty nine 99/100 Dollars, as appears by two Certain promissory notes drawn by the said J. Silverberg in favor of Louis De Saulles or order One for five thousand Two hundred and seventy nine 99/100 Dollars and the other for Six Thousand three hundred and ten Dollars, dated Canton October 20th 1838 and payable on the first day of May 1840 at the Union Bank of Louisiana in

New Orleans with interest at Ten per Cent per annum from date until paid the payment of Which Seven Sums of Money the said S. Silverberg is desirous to secure. Wherefore in Consideration of the Premises and for the further Consideration of five Dollars to the said S. Silverberg in hand paid by the said Charles S. Searles the receipt whereof is hereby acknowledged he the said S. Silverberg and Sarah his wife, have given, granted, bargained, sold and Conveyed, and do by these presents give, grant, bargain, sell and Convey unto the said Charles S. Searles his Executors and administrators the following described Parcels of land lying being and situate in the County of Scott in the State aforesaid (to Wit) and Known and designated as the South East quarter of Section No 10 in Township No 7 of Range No 7 E. and the South West quarter of Section No 11 in Township No 7 of Range No 7 E. and the West half of the North West quarter of Section No 14 of Township No 7 of Range No 7 E. and Section No 15 in Township No 7 of Range No 7 East. all Containing One thousand and fifty three 89/100 Acres be the same more or less. To Have and to Hold unto the said Charles S. Searles his Successors and legal Representatives forever, and the said Johnson Silverberg and Sarah his wife for themselves their heirs Executers = administrators hereby Covenant and engage with the said Charles S. Searles his Successors and legal representatives that they are seized in fee of the aforegranted premises. that the same are Conveyed free and quit of all liens and incumbrances. and that they will warrant and forever defend the same unto the said Charles S. Searles his successors & legal representatives against all Claims whatsoever. This Conveyance is made Nevertheless upon the following trusts limitations and Conditions (to Wit) It is hereby Covenanted and agreed by the parties to these presents that the said Johnson Silverberg and Sarah his wife may retain the ~~entire~~ and exclusive possession of said land Conveyed as aforesaid until the said first day of May 1840 the time of maturity of the aforesaid Notes. and when the Debt therein mentioned becomes Payable, It is further Covenanted and agreed by and between the said Parties that upon a failure of the said Johnson Silverberg to pay or Cause to be paid unto the said Bucke Watt & Co or their authorized agent the said sum of Eleven Hundred and five hundred and eighty nine 89/100 Dollars on or before the said first day of May 1840 it shall be the duty of the said Charles S. Searles his Executors or Administrators or any other person legally appointed as his successor to execute the trust herein Confided on that day, or as soon thereafter as may be, to take possession of the afores and land and to sell the same or so much thereof as shall be sufficient to satisfy the said Debt, with all Cost thereon Expenses of Sale & at Public Auction to the highest bidder for Cash at the Court house door in the Town of Canton County and State aforesaid after giving Sixty days Previous notice of the time Place and Conditions of said Sale in some Public News paper published in the County of of Madison aforesaid. and in Advertisements put up at three Public Places in said County. and out of the Monies arising from such Sale the said Charles S. Searles shall after satisfying the Charges thereof and all other expenses attending the Premises, pay the said Bucke Watt & Co or their Legal representatives the debt aforesaid of Eleven Thousand five hundred and Eighty nine 89/100 Dollars with the interest which may be due thereon, And the balance if any he shall pay to the said Johnson Silversberg his heirs Executors Administrators and assigns. But if the debt aforesaid shall be fully paid off and discharged and satisfied before or when the same becomes due and payable then this Indenture is to be void otherwise to remain in full force and Virtue. It is further Covenanted and agreed by and between the parties to these presents that in the event of the death of the said Charles S Searles, and a refusal on the part of his Executors or Administrators to Execute the trust

herein confided – The said Burke Watts & Co shall have power to appoint (immediately) any other Person of this State aforesaid to act as such Trustee who upon such appointment shall have exclusive power to execute the trust herein confided.

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

Attest
Charles J. Searles

J. Silverberg [Seal]
Sarah. J. Silverberg [Seal]
Chas J Searles [Seal]
Burke Watts & Co [Seal]
by Louis de Saulles

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 Charles J. Searles and Louis de Saulles and acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein named as their act and deed for the purposes therein specified.

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

John T. Cameron Clerk

The State of Mississippi
Madison County ss Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Charles J. Searles whose name is subscribed to the foregoing instrument as a Witness, who being duly sworn deposeth that he saw the said Johnson Silverberg whose name is signed thereto. Sign. Seal and deliver the foregoing instrument on the day and year and for the purposes therein specified as his act and deed.

Given under my hand and seal of Office at Canton
[Seal] this 28th Day of November A.D. 1838

John T. Cameron Clerk

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 Sarah Silverberg (the widow of Johnson Silverberg dec'd) and acknowledged that she signed sealed and delivered the foregoing written instrument on the day and year therein mentioned as her voluntary act and deed for the Considerations and purposes therein specified.

Given under My hand and seal of Office at
[Seal] Canton this 28th Day of November A.D. 1838

John T. Cameron Clerk

John Briscoe to Thos. B. Winfree Received for Record 19th Novem 1838 & Recorded 21st January 1839

Deed

Thomas B. Winfree } This Indenture made and entered into this 19th day of November A.D. 1838 between John Briscoe and Jane Briscoe his wife of the first part and Thomas B. Winfree of the second part all of the County of Madison and State of Mississippi Witnesseth that the said John Briscoe and Jane his wife for and in Consideration of the Sum of Four hundred dollars to them in hand paid by the said Thomas B. Winfree at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have this day granted bargained and sold, and by these Presents

do grant. bargain Sell Convey and Confirm unto the said Thomas
M. Winfree his heirs and assigns forever, a certain Lot or parcel of
land lying and being in the Town of Canton in the County and State above
written and known as Lot No 1 in Square No 3 of Lots laid off by said Briscoe
and Bounded and described as follows to wit, Beginning at a Stake the Corner
of Union and Fulton Streets and running due West Two hundred feet to a
Stake D. T. Cameron North East Corner. Thence due South with his line one
hundred feet. Thence due East Two hundred feet to Union Street. Thence due
North One hundred feet with said Street to the place of Beginning. together
with all and singular the hereditaments and appurtenances thereunto
belonging or in any wise appertaining. And all the Estate right title interest
Claim and demand whatsoever either in Law or Equity or otherwise how-
-soever of in and to the same and every part or Parcel thereof. To Have
and to Hold the above described and hereby granted Lot or parcel of
ground with the appurtenances unto the said Thomas M. Winfree and to his
heirs and assigns to his and their only use and behoof forever. and the
said John Briscoe and Jane his wife for themselves their heirs Executors
and Administrators do Covenant. Promise and agree to and with the
said Thomas M Winfree his heirs Executors Administrators and assigns that
the title to the aforegranted premises unto the said Thomas M. Winfree his
heirs & against themselves their heirs & and against all and every person
or persons lawfully Claiming or to Claim the same or any part thereof they
and do by these presents warrant and forever defend.

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

John. Briscoe Seal
Jane Briscoe Seal

The State of Mississippi }
Madison County } Personally appeared before me John. T. Cameron Clerk
of the Probate Court of said County the above named John Briscoe and Jane
Briscoe 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 Jane the wife of said John
Briscoe 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 any fear threats or Compulsion from her
said husband for the purposes therein specified.

Given under my hand and seal of office at Canton this
19th Day of November A.D. 1838

John. T. Cameron Clerk

Thomas. M. Winfree } Received for Record 19th November 1838. } Recorded 02nd January 1839
Deed
Robert Lapsley }

This Indenture Made and entered into this 19th Day of
November AD 1838 Between Thomas M. Winfree of the one part and Robert
Lapsley of the other part all of the County of Madison and State of Mis-
-sissippi. Witnesseth that the said Thomas M. Winfree for and in Consideration
of the Sum of Three hundred and seventy Dollars to him in hand paid by
the said Robert Lapsley at and before the sealing and delivery hereof the
receipt whereof is hereby acknowledged. has this day granted bargained
sold and Confirmed, and by these Presents does grant bargain sell
and Confirm unto the said Robert Lapsley his heirs Executors & Administrators

and assigns forever. the following described lot or parcel of ground lying and being in the Town of Canton and Kinion and designated as Lot No 1 in Square No 3 of lots laid off by John Briscoe, and by him this day conveyed to said Wimpee, Bounded as follows to wit. Beginning at a stake the Corner of Fulton and Union Streets as laid out by said Briscoe, and running West with Fulton Street 200 feet to a stake S. S Cameons North East Corner. thence South with his line 100 feet to a stake, thence East 200 feet to a stake in the Westernboundary of Union Street; thence North with said Street 100 feet to the Place of Beginning together with all and Singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. And all the Estate right title Claim interest property and demand either in Law or Equity or otherwise howsoever of him the said Thomas H. Wimpee his heirs Executors and Administrators of in to or out of the same. To Have and to hold the said above described lot or Parcel of ground with the appurtenances unto the said Robert Lapsley his heirs Executors Administrators or assigns to his and their only proper use benefit and behoof forever, And the said Thomas H. Wimpee for himself his heirs & hereby Covenants and agrees to and with the said Robert Lapsley his heirs & that the above described and hereby granted premises are Con-veyed free and quit of all incumbrances. that until the ensealing hereof he was well seized in fee of said lot or Parcel of ground, and that he has good right and lawful authority to Sell and Convey the same in manner and form as aforesaid, and that he will and his heirs & shall warrant and forever defend the title to said above described and hereby granted premises unto the said Robert Lapsley his heirs & against himself his heirs & and against all and every other person or persons lawfully or Equita-bly claiming or to Claim the same or any part thereof.

In testimony whereof the said Thomas H. Wimpee has hereunto set his hand and affixed his seal the day and year first above written the words "for himself his heirs &" interlined before signed

Thomas H. Wimpee Seal

The State of Mississippi Personally appeared before me John S. Cameron
Madison County } Clerk of the Probate Court of said County the above
named Thomas H. Wimpee and 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 19th Day of November A.D. 1838

Seal

John S. Cameron Clerk

P. C. Caldwell
Power of attorney
Thomas B Hoover

Received for Record 21st & Recorded 22nd January 1839
Madison County Mississippi

Know all men by these Presents
that I Pinckney C. Caldwell of Charlotte North Carolina have this day made constituted and appointed and by these Presents do make Constitute and appoint Thomas B Hoover of Yorkville South Carolina now in the State of Mississippi my true and lawful attorney for me to act, in my name and for my use and benefit, to ask, demand sue for recover and receive of all persons indebted to me in any manner in the State of Mississippi; and Receipts and other sufficient acquittances for me and in my name to make, giving to my said attorney my whole power and strength as fully and amply as I could do if personally Present. Given under my hand and seal this 20th day of January 1839

Witness A. H. Dinkins

P. C. Caldwell 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 Pinckney Caldwell and acknowledged that he signed sealed and
delivered the foregoing Power of attorney on the day and year and for
the purposes therein specified.

Given under my hand and seal of Office at Canton
this 21st day of January A.D. 1839

Seal

John T. Cameron Clerk

John D. Hart } Received for Record 21st & Recorded 22nd January 1839
Power of Attorney } State of Mississippi
James Cheatham } Madison County } Know all men by these Presents that I
John D. Hart of the State of Virginia in Consideration of the trust and con-
fidence which I have and repose in James Cheatham of Madison County state
of Mississippi aforesaid, do hereby Constitute and appoint the said Cheatham
my lawful Attorney in fact for me and in my name to transact all business
with which I am Connected, or in any manner concerned in the State of Miss-
issippi during my absence therefrom, And the said James Cheatham is
therefore hereby fully authorized and empowered to arrange settle and
negotiate, in relation to such business in such manner as he may think
proper as most Conducive to the Promotion of my interest. And for this
purpose the said James Cheatham is hereby authorized and empowered to
use my name signature and seal, to appoint Attorneys at Law, and At-
torneys in fact under him, and to do Whatever I myself might or could
do in the Premises— And I the said John D. Hart do hereby ratify
and Confirm whatever my said Attorney James Cheatham shall or may
do in the Premises as fully and perfect a Manner as if I myself were
Present acting and doing the same.

As Witness my hand and seal this 13th day of April
1838

Henry Garrett J.P.

John D. Hart Seal

State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the Peace for said County the said John D. Hart
who acknowledged that he signed and sealed the foregoing Letter of attorney
as his act and deed

Given under my hand & seal this 13th Day of April 1838

Henry Garrett J.P. Seal

Wm P. Anderson } Received for Record & Recorded 22nd January 1839
Mortgage
James Kirkman } This Indenture Made and entered into this the 22nd
day of January in the year of our Lord Eighteen hundred and
thirty nine by and between William P. Anderson of the County of Madison
and State of Mississippi and James Kirkman of the City of New Orleans
Witnesseth. That the said William P. Anderson for and in Consideration
of the Sum of fifty Dollars to him paid by the said James Kirkman
the receipt of which he does hereby acknowledge, and for the further se-
curing the payment of the following described Bill Single. Am in the
following Words and figures to wit. $7278.37 Canton Miss. Jan 22nd 1839
On the first day of January 1840 we or either of us promise to pay James Kirkman
Seven thousand two hundred & seventy eight Dollars 37/100
for value received as witness our hands & Seals

W.P. Anderson Seal
Robt G Anderson Seal

and the other in the words and figures following to Wit $7.940^{00}$ Canton Miss. June 22nd 1839. On the first day of January 1841 we or either of us promise to pay to the order of James Kirkman Seven thousand nine hundred & forty Dollars $^{00}/_{100}$ for value received as witness our hands & seals

W P Anderson [Seal]
Robt G Anderson [Seal]

has bargained sold and conveyed and by these Presents does bargain sell and convey unto the said James Kirkman his heirs and assigns forever a certain tract of land situate and lying in the County of Madison and State of Mississippi known and designated as follows to wit: The West half of Section four Township Ten Range Three East, and North East quarter of Section five Township Ten Range Three East, and South East quarter of Section Ten Township ten Range Three East. and all the land of Section five Township Ten Range Three East North of Oakes Creek; together with all and singular the appurtenances and Privileges to the said land in any wise appertaining or in any manner belonging. To Have and to Hold the said land with the appurtenances and Privileges unto the said James Kirkman his heirs and assigns to their use and behoof forever. And the said William P. Anderson for himself his heirs Executors and administrators Covenants to and with the said James Kirkman his heirs and assigns that he is lawfully seized in fee simple of the aforegranted premises that they are free from all incumbrances, and that he has good right to sell and convey the same to the said James Kirkman as aforesaid and that he the said William P Anderson will and his heirs Executors and Administrators shall warrant and defend the aforegranted land with the appurtenances to the said James Kirkman his heirs and assigns forever, against the Claims of all persons whatsoever.

And for the further Consideration of Twenty Dollars to the said William P. Anderson in hand paid by the said James Kirkman the receipt whereof he does hereby acknowledge, and for the further Consideration of Securing the payment of the Bills Single aforesaid at the time they severally mature, the said William P Anderson has granted, bargained and sold, and by these presents does grant, bargain and sell unto the said James Kirkman the following named Negro Slaves to wit. Lucinda, Maria, Abram, Thomas, Ned, Eliza, James, Jacky, Mark, Francis, Charles, Floyd, Louiza Rachel and Ally warranted sound in body and mind, and Slaves for life. To Have and to Hold the said Negro Slaves unto the said James Kirkman his heirs Executors Administrators or assigns forever by these presents.

Provided However, that if the said William P Anderson his heirs Executors & Administrators shall well and truly pay to the said James Kirkman his heirs Executors Administrators or assigns the said Sums of Money in the said bills Single specified on or before the day & from & time they respectively become due to Wit Seven thousand two hundred and seventy eight dollars and thirty seven Cents on or before the first day of January 1840, and the Sum of Seven thousand nine hundred and forty Dollars and four Cents on or before the first day of January 1841 then and in that case this deed is to be void and of no effect. otherwise to be absolute and of full force

In testimony whereof the said William P Anderson has hereunto subscribed his name and affixed his seal the day first above written

W. P. Anderson [Seal]

The State of Mississippi
Madison County ss. Personally appeared before me John T. Cannon

Clerk of the Probate Court of said County the within named William P Anderson and acknowledged that he signed sealed and delivered the foregoing Deed of Mortgage 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 22nd day of January A.D. 1839

John T. Cameron Clerk

Robert Shotwell } Received for Record & Recorded 22nd January 1839
Deed }
Henry Bell } The State of Mississippi }
} County of Lowndes }

This Indenture made & entered into this Seventh day of January in the year of our Lord one Thousand Eight Hundred & thirty nine by & between Robert Shotwell of the County & State aforesaid of the first part, and Henry Bell of the same place of the other part. Witnesseth That the said Robert Shotwell for & in consideration of the sum of Thirty five Thousand Dollars in hand paid by the said Henry Bell at & before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained sold & conveyed & doth by these presents grant bargain, sell & convey unto the said Henry Bell his heirs & assigns, all that undivided Moiety of a certain tract or parcel of land situate lying & being in the County of Madison & State aforesaid & known & distinguished in the plan of Survey as the North West quarter of Section Number Twenty four. (The West half of South West quarter & West half of North West quarter, of Section Number Twenty five.) The East half of Section Number fourteen, (The East half of the North East quarter of Section number Thirty five. The West half of the North West quarter of Section Number Thirteen. (The North East quarter of Section Number Twenty three.) The West half of the South West quarter of Section Number twenty four, & the East half of the North East quarter of Section Number twenty six. (all situated in Township Number Ten North of Range Number Five East,) The said undivided Moiety of land was conveyed to the said Robert Shotwell by Eli B. Warren & Anne his wife by Deed of Conveyance made & executed on the twenty fifth day of August in the year Eighteen hundred & thirty eight. To Have and to Hold the said Moiety of said land unto him the said Henry Bell his heirs & assigns, together with all & singular the rights Members & appurtenances thereunto belonging or in any wise appertaining forever in fee simple And the said Robert Shotwell for himself his heirs Executors & Administrators the said bargained premises unto the said Henry Bell his heirs & assigns will warrant & forever defend against the Claim or Claims of all & every Person Whatever, And the said Robert Shotwell for & in Consideration of the sum aforesaid hath also Bargained Sold & Conveyed & doth by these Presents bargain sell & convey unto the said Henry Bell his heirs & assigns the undivided Moiety of the following Negroes to wit. Dinmore Dann, Lew. George. Ned, } Daniel, Moses, Peter. John. Frank. Amy & Boys. also Sally & her Child Green. Eliza & her three Children Frank. Willis & Hannibal, Silvy & her Child Sarah Ann, Sophia & her Child Harriet & Tillar & her Child Barthy. Betsey & her Child Jim Crack. Venus & her Childe Elizabeth, Nancy & her three Children Jane. Tom & Mary, Ann & Rosetta Rose. Sara & her Child. Woman & Girls, & if the said Negro Women or any one of them has or have at the date hereof any Child or Children not named above. the undivided Moiety of said Child or Children passes in the

same manner as above to the said Henry Bell. The said Negroes being on the land above described & the other undivided Moiety of said land & Negroes being in Eli B. Warren. the said Warren Shotwell having formed Together And the said Robert Shotwell for & in consideration of the sum aforesaid hath also bargained sold & conveyed & doth by these Presents bargain sell & convey unto the said Henry Bell the following named Negro Slaves for life to wit, Charles. Dinah & her three Children. George Ellen & Child & John The first named Negroes the said Bell & Heirs & to Hold & one undivided Moiety as aforesaid & the last named Negroes the said Bell & Heirs & to Hold & absolutely in whole & forever And the said Bell & Warren are to Hold. have & enjoy the said land & the Negroes first above mentioned as tenants in Common & not as joint tenants, until they shall be fit & proper to make a division of the same, And the said Robert Shotwell doth by these presents Warrant the said Negro Slaves for life above named to be sound both in body & mind except Rose & the Child Grown & doth also warrant the title of the same to be good & perfect & to be free from all & every incumbrance whatever And the said Robert Shotwell doth by these presents Covenant with the said Henry Bell that he hath fully & ample Power. right & authority to convey the above described premises both real & personal as aforesaid

In testimony whereof the said Robert Shotwell hath hereunto set his hand & affixed his seal the day & year above written

The words "Except Rose & the Child Grown" on the last page interlined before signed.

Robert. Shotwell [Seal]

Signed sealed & delivered in presence of
Geo R. Clayton

The State of Mississippi } Personally appeared before me R. D. Haden
Lowndes County } Clerk of Probates for said County George R. Clayton who after being duly sworn deposeth and saith that he saw Robert Shotwell Sign Seal and deliver the within and foregoing Conveyance to Henry Bell on the day and year therein named and that he then & there subscribed his name as a Witness in the presence of Robert Shotwell and that they subscribed their names in the Presence of each other on the day and year therein named.

Given under my hand & seal of Office this 16th day of January A.D. 1839.

[Seal]

R. D. Haden Clerk

Manoah Bastick } Received for Record & Recorded January 23rd 1839
Richard Christmas }

This Indenture made this Seventeenth day of July in the year of Christ One thousand Eight hundred and thirty four. between Manoah Bastick of the County of Williamson in the State of Tennessee of the first part, and Richard Christmas of the County of Madison in the State of Mississippi of the second part, Witnesseth that whereas it appears by the Certificates Nos 16016. 16017. and 16018. of S. W. Dickson Receiver of the Public Monies in the Land office of the United States at Mount Salus in the State of Mississippi bearing date 1st day of January 1834 that Manoah Bastick and Henry Christmas did on the said 1st day of January 1834 Jointly pay to the said S. W. Dickson as Receiver as aforesaid. the several Sums of Two hundred Dollars. and of two hundred Dollars, and of One hundred and ninety six Dollars and forty Cents

as Consideration for Lots No 2 & 3 of Section No 26 Township No 13 Range No 4 East Containing One hundred and Sixty acres: And for the West half of the North East quarter, and West half of the South East quarter of Section No 31. Township No 13 Range No 4 East. Containing One hundred and Sixty acres: And for the West half of the North West quarter, and the West half of the North East quarter of Section No 3 Township No 12 Range No 4 East Containing One hundred and fifty seven acres and twelve hundredths of an acre &c. Respectively all of which lands lies in the State of Mississippi: And Whereas further the said Manoah B[illegible] and the said Henry are by virtue of such payment entitled to receive of the United States a Land Patent for said lands but have not yet received the Same. Now Therefore the said Manoah Bastick for and in Consideration of the Sum of four hundred Dollars to him in hand paid by the said Richard Christmas the receipt Whereof is hereby acknowledged hath granted bargained and Sold and by these presents doth grant. bargain Sell and Convey unto the said Richard Christmas all his Estate right title and interest in the Lands above discribed (the Same being an undivided Moiety thereof) To Have and to Hold the Same to the said Richard Christmas his heirs and Assigns forever, And the said Manoah Bastick doth hereby Covenant and agree with the said Richard his heirs & Assigns that the above discribed lands are free from all incumbrances and that he will forever warrant and defend the title to the Same—

In testimony Whereof he hath hereunto set his hand and affixed his Seal the day and year first above mentioned.

Manoah Bastick [Seal]

In presence of
J. H Heilliard
Henry Christmas
L. N. Perkins
Wm P Perkins

The State of Mississippi } Personally appeared before me John D Cameron
Madison County } Clerk of the Probate Court of said County Henry Christmas One of the Subscribing Witnesses to the annexed and foregoing Deed who being duly sworn Deposeth and saith that he Saw Manoah Bastick whose name is Subscribed thereto Sign Seal and deliver said Deed on the day and year therein mentioned. that he this deponent Subscribed his name thereto as a Witness in Presence of said Bastick and of the other Subscribing Witnesses to said Deed. And that the other Subscribing Witnesses Signed their names as such in presence of said Bastick and this Deponent, and in presence of each other on the day and year therein Specified

Given under my hand and seal of office at Canton this 23rd Day of January A D 1839

[Seal]

John D Cameron Clerk

Henry Bell } Received for Record 23rd & Recorded 23rd January 1839
Mortgage }
Robert Shotwell } The State of Mississippi
} County of Lowndes } This Indenture Made & entered into this Sixteenth day of January in the year of our Lord One thousand Eight hundred & thirty nine by & between Henry Bell of the County & State aforesaid of the first part, and Robert Shotwell of the Same Place of the other part Witnesseth That Whereas the said Henry Bell hath the day of the date hereof made &

executed unto the said Robert Shotwell his four certain Several Promissory notes bearing even date with these Presents: The first of said Notes due on the first day of January Eighteen hundred & forty & for the sum of Eight Thousand seven hundred & fifty Dollars. The second of said Notes due the first of January Eighteen hundred & forty one; the third of said Notes due on the first of January Eighteen hundred & forty two; the fourth & last of said notes due the first of January Eighteen hundred & forty three, The three last notes each for the sum of Six Thousand & three Dollars, all & each of said Notes made payable to the said Robert Shotwell, And Whereas the said Henry Bell is desirous of securing the faithful payments of the said Several Promissory Notes on the days & dates therein specified for the payment thereof, Now for & In Consideration of the Premises & also for & in consideration of the Sum of Ten Dollars by the said Robert Shotwell in hand paid to the said Henry Bell at & before the sealing & delivery of these presents the receipt whereof is hereby acknowledged as well as for the better securing the payment of the said Promissory Notes as aforesaid the said Henry Bell hath granted bargained Sold & Conveyed & doth by these presents grant bargain sell & convey unto the said Robert Shotwell his heirs & assigns (all that undivided Moiety of a certain tract or parcel of land situate, lying & being in the County of Madison & State aforesaid & known & distinguished in the plan of Survey as) the North West quarter of Section number twenty four (The West half of South West quarter & West half of North West quarter of Section number twenty five) The East half of Section number fourteen, The East half of the North East quarter of Section Number thirty five, The West half of the North West quarter of Section Number Thirteen, The North East quarter of Section Number Twenty three, The West half of the South West quarter of Section number twenty four & the East half of the North East quarter of Section number twenty six. (all situate in Township Number Ten North of Range Number five East.) To Have & to hold the said undivided Moiety of s^d tract or Parcel of Land unto him the said Robert Shotwell his heirs & assigns together with all & singular the rights members & appurtenances thereunto belonging or in any wise appertaining forever in fee Simple, And the said Henry Bell for & in Consideration of the premises aforesaid hath also bargained Sold & Conveyed & doth by these Presents bargain Sell & Convey unto the said Robert Shotwell the following named negro Slaves for life to wit, Dunmore, Isaac Lew, George, Ned, Daniel, Moses Peter, John, Frank, Young boys, also Sally & her Child Green, Eliza & her three Children, Frank, Willis & Hannibal, Betsey & her Child Sarah Ann, Sophia & her Child Harriet, Tillar & her Child Bartley Betsey & her Child Jim Buck, Venus & her Child Elizabeth, Nancy & her three Children Jane, Tom & Mary Ann, & Rosetta, Rose Sarah & Cloe, Women & Girls, the said negroes being on the land above described, And the said Henry Bell for & in Consideration of the premises as aforesaid hath also bargained Sold & Conveyed & doth by these Presents bargain Sell & Convey unto the said Robert Shotwell the following named negro Slaves for life to wit, Charles, Jinah, & her three Children, George, Selley Child & John, all the above described property both real and Personally Conveyed by the said Robert Shotwell to the said Henry Bell by Deed of Indenture bearing even date with these presents: Nevertheless if the said Henry Bell shall well & truly pay or cause to be paid unto the said Robert Shotwell his heirs & assigns the aforesaid Several Promissory notes on the days & dates therein specified & appointed for the payment thereof from this Deed of Mortgage to be void & void & otherwise to remain in full force & effect. —

In testimony whereof the said

Henry Bell hath hereunto set his hand & affixed his seal on the day & year above written
Wd words "the three last notes each for the sum of Six thousand & thirteen dollars" on the first page interlined before signed.
H. Bell {Seal}
Signed Sealed & delivered in Presence of
Geo. R. Clayton

The State of Mississippi } Personally appeared before me R D. Harden
Lowndes County } Clerk of Probates for said County Geo R. Clayton who after being duly sworn Deposeth and saith that he saw H Bell Sign Seal and deliver the foregoing and within Mortgage on the day and year therein named as his act and deed. And that he this deponent subscribed his name as a Witness in the Presence of H Bell and that they subscribed their names in presence of each other for the purposes therein named.

Given under my hand & seal of Office this 16th day of January 1839

{Seal}

R.D. Harden Clerk

Edward B. Davis } Received for Record 28th November 1838 & Recorded 24th January 1839
Deed
Weatherby & Middleton }

This Indenture made and entered into this nineteenth day of April One thousand Eight hundred and thirty seven, between Edward B Davis of the first part, of the County of Rankin and State of Mississippi and George R. Weatherby and John G. Middleton of the second part, of the County of Madison aforesaid. Witnesseth; That for and in Consideration of the sum of Two Thousand Dollars in hand well and truly paid unto the said Edward B. Davis the Receipt Whereof is hereby acknowledged, hath this day bargained sold and conveyed, and by these Presents doth grant, bargain, sell and convey unto the said George R. Weatherby and John G. Middleton and their heirs and assigns certain tract or parcel of land, situate, lying and being in the County of Madison aforesaid designated and known as follows: being the North half of the East half of the South East quarter of Section Number Twenty seven, and the North half of Lot Number four in Section Number Twenty Six all of Township Number Nine and of Range Number four East, as per Certificate of Entry at Mount Salus dated the Eleventh December Eighteen hundred & thirty three and the fourth of March Eighteen hundred and thirty four. Containing in the whole Eighty & seven hundredths acres be the same more or less. The said George R Weatherby and John G. Middleton To Have and to Hold the said land together with all and singular the appurtenances thereunto belonging to the said George R Weatherby and John G. Middleton and their heirs or assigns for their and their proper use and benefit; And the said Edward B. Davis doth hereby Covenant and agree to and with the said George R Weatherby and John G. Middleton and their heirs and assigns to Warrant and forever defend the title to the above granted land and appurtenances, against the Lawful Claim or Claims of all and every person or persons whatsoever.

In testimony Whereof the Parties aforesaid have hereunto set their hands and affixed their seals the day and year first above written

Edw B. Davis {Seal}

The State of Mississippi } This day Personally ~ ~ ~ before me the
Madison County } undersigned Justice of the Peace for said County
Ed. B Davis who acknowledges that he Signed sealed & delivered the

witness — for the purposes therein mentioned — Given under my hand & seal this 27th of April 1837

Charles Moore J.P.

Robert Nicholson } Received for Record 3rd December 1838 & Recorded 24th January 1839
Deed
Stiles W. Ewing }

This Indenture made and entered into this first day of December in the year of our Lord One thousand eight hundred and thirty eight Between Robert Nicholson of the County of Madison and State of Mississippi of the one part, and Stiles W Ewing of the County and State aforesaid of the other part, Witnesseth That the said Robert Nicholson hath for and in consideration of the sum of Six hundred Dollars to him in hand paid the receipt whereof is hereby acknowledged hath granted, bargained and sold, aliened and confirmed, and by these presents do grant, bargain, sell, alien and confirm unto the said Stiles W. Ewing his heirs & forever the following Lot, tract or parcel of land lying and being in the said County of Madison, and known and designated as follows, Beginning due North two Rods from the North West corner of the East half of the South West quarter of Section 33 of Township 9 Range 2 East thence running one Rod due North to a stake, thence running North East angling by with the Main Canton & Livingston Road to the Western boundary of James W. Jones quarter Section 104 Poles thence due South with said line 40 poles to Comforts Corner, from thence along said Comforts line South of about 84 poles to the beginning, the above boundary containing Seventeen Acres. To Have and to Hold the aforesaid tract or Parcel of land as above described with all and singular the appurtenances thereunto belonging, or in any wise appertaining unto the said Stiles W Ewing his heirs and assigns and forever and the said Robert Nicholson doth for himself his heirs and assigns & covenant and agree to and with the said Stiles W Ewing his heirs and assigns & to warrant and defend the title of the aforesaid lot or parcel of land as above described from himself his heirs and assigns & and from all and every other person or persons, Claim or Claims whatsoever unto the said Stiles W Ewing his heirs and assigns & forever.

In testimony Whereof the said Robert Nicholson has hereunto set his hand and seal the day and year first above written

Robert Nicholson Seal

The State of Mississippi } Personally appeared before me W. D. Hunt a
Madison County } Justice of the Peace in and for said County Robert Nicholson who acknowledged he signed sealed & delivered the foregoing Deed to Stiles W Ewing on the day and year therein written as his act and Deed.

Given under my hand & seal this 1st Day of Dec. 1838

W. W. D. Hunt J.P.

James Loggins } Received for Record 6th December 1838 & Recorded 24th January 1839
Marriage Contract }
Mary Scholar }

Articles of Agreement and Contract made and entered into this twenty sixth day of November in the year One thousand Eight hundred and thirty eight, Between Mary Scholar of the one part, and James Loggins, Witnesseth That the said James Loggins wishing to marry the said Mary Scholar, and being willing that said Mary Scholar should retain all her right title and interest to all that she now holds in the

way of Property. The said Loggins hereby Covenants and agrees to and with the said Mary Sholar that for and in Consideration of her the said Mary Sholar Consenting to become his lawful and wedded wife that he the said James Loggins doth hereby relinquish and forever quit-claim all right, title and interest that he would or will acquire by such marriage with the said Mary Sholar to all the goods and Chattels now owned by the said Mary Sholar or which she may afterwards become possessed of by inheritance or otherwise than through him the said James Loggins — and that he the said James Loggins doth also release and forever forgo all the rights and interest that would accrue to him by such Marriage for and in consideration aforesaid to the rights and Credits and Chattels both in law and Equity that now or hereafter appertain to the said Mary Sholar either by Gift purchase, inheritance or in any other manner whatsoever.

Given under hands & seals this twenty fifth day of November in the year One thousand Eight hundred and thirty Eight

James Loggins [seal]
Mary Sholar [seal]

The State of Mississippi }
Madison County } Personally appeared before me the undersigned Judge of Probate in and for said County James Loggins and Mary Sholar whose names are subscribed to the above and foregoing Marriage Contract who acknowledged that they signed sealed and delivered the same on the day and year therein written as their act and deed for the purposes therein Specified and set forth

Given under my hand and seal on the 26th Day of November 1838

Thos Shackelford [seal]
Judge of Probate

Samuel T. Feamster } Received for Record 8th December 1838 & Recorded 24th January 1839
Deed
Geo. B. Salmon } Know all men by these Presents that I Samuel T. Feamster of the County of Madison and State of Mississippi have this day bargained sold & Conveyed, and by these Presents do bargain sell and convey to Geo. B. Salmon of the County and State aforesaid for and in Consideration of the sum of One thousand Dollars to me paid the receipt of which is hereby acknowledged all the right, title Claim and interest that I have in and to a Certain tract or lot of land lying and being in the Town of Canton and County aforesaid, fronting one hundred feet on Liberty Street and extending two hundred feet back. To have and to Hold the above designated Premises to him and his heirs forever. And I bind myself my heirs Executors and Administrators to defend the title to said Premises against all Claimants whatsoever

In testimony of which I hereunto set my hand and seal this 8th December 1838

S. T. Feamster [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 T. Feamster and 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
[seal] 8th Day of December A.D. 1838

John. T. Cameron Clerk

Burrus Healy } Received for Record 8th December 1838 } Recorded 24th January 1839
Alid } State of Mississippi }
David W Healy } Madison County } This Indenture made and entered into
this 26th Day of October 1838 between Burrus Healy of the first part, and David W.
Healy of the second part both of the County and State aforesaid Witnesseth that
Whereas one John A. Hackett on the 23d Day of October 1837 executed and delivered
to the said Burrus Healy a Deed of Trust for the purpose of securing to the said
David W. Healy the Payment of certain sums of Money therein mentioned, in which
Deed the said Hackett conveyed to the said Burrus the following tracts of land
situated in the County aforesaid and known and designated as the East half of
the North East quarter, and the East half of the South East quarter of Section twenty
two, And the West half of the North West quarter and the West half of North East
quarter of Section twenty three, all in Township No 8 Range 3 East, and sixteen
Negroes therein mentioned— Which Deed also empowered and authorized the
said Burrus to sell the said Land and negroes upon the happening of a
certain contingency in said Deed of Trust Mentioned, And upon the request
of the said Hackett or his representatives, or of the said David W or his repre-
sentatives at Public Auction after having given twenty days previous
notice in a Public Newspaper in the County aforesaid, And Whereas also
the aforesaid contingency in said Deed of Trust did happen, and the said
Burrus thereupon being thereto requested by the said David W. did on the 26th
day of October 1838, after having given twenty days previous notice of the time
and Place of said Sale, and in strict conformity with the Provisions of the said Deed
of Trust Proceed to offer for sale at the Court House Door in the Town of Canton
at Public auction for Cash all the aforesaid described Land Except the 80 Acres
last mentioned to wit, the West half of North East quarter of Section 23, and
all the appurtenances thereunto belonging, And Whereas the said David W Healy
bid for said Land the sum of Ten Dollars per Acre which was higher than
any other Person did or would bid, and therefore became the purchaser thereof
Now Therefore for and in Consideration of the Premises and for the further
consideration of the Sum of Two Thousand two hundred and forty Dollars the
purchase Money for said Land to the said Burrus in hand paid by the said David
W. the receipt whereof is hereby acknowledged, he the said Burrus doth hereby
give grant bargain sell alien enfeoff and convey to the said David W. all the
right, title, interest and Claim in and to the aforesaid Land with the excep-
tion aforesaid, vested in the said Burrus by the aforesaid Deed of Trust, and all
the appurtenances thereunto belonging, To Have and to Hold unto the said
David W. and to his heirs and assigns forever, And the said Burrus hereby
Covenants to Warrant and defend the aforesaid Land to the said David W.
against the Claims of all persons Claiming or to Claim under him the said
Burrus But against none others.

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

Burrus Healy [Seal]

State of Mississippi } Personally appeared before me Burrus Healy whose name
Madison County } appears to the foregoing Deed who acknowledged that it is his
actual Deed and that he assigned the same for the Purposes therein mentioned
Given under my hand and seal this the 1st Day of
December 1838

Gideon Bass [S. P.]

James. P. Thomas
And
Hamblin & Latham Admrs } Received for Record 10th December 1838 & Recorded 24th January 1839

This Indenture. Witnesseth. That James P Thomas of the County of Madison and State of Mississippi for and in Consideration of the Sum of Three thousand Dollars Lawful Money of the United States to him in hand Well and truly Paid by Henry Hamblin and Lorenzo Latham Administrators of Andrew E Beatty deceased late of Madison County & State aforesaid the receipt whereof is hereby acknowledged hath granted. bargained, Sold. released Conveyed and Confirmed, and by these Presents doth grant bargain. Sell, alien release. Convey and confirm unto the said Hamblin & Latham Admrs their heirs and assigns forever all the following described lots or tracts of Land to Wit. The West half of the North West quarter of Section Thirteen, and the South West quarter of Section Twelve all in Township Nine Range One West of the Basis Meridian containing two hundred and forty acres More or less. Situated & lying in the County and State aforesaid. And all the Estate. right. Title Interest Claim and demand both in Law and Equity of him the said James P Thomas of in and to the said Premises and every part thereof. Together with all and Singular the Privileges and appurtenances to the same belonging or in any wise appertaining and the rents issues and Profits thereof. To Have and to Hold the premises hereby bargained and Sold, as meant or intended so to be with the appurtenances. to the only Proper use and behoof of the said Hamblin & Latham Admrs their heirs and assigns forever, And the said Thomas for his heirs Executors and Administrators doth Covenant promise and agree to and with the said Hamblin & Latham their 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 Thomas 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 Hamblin & Latham their heirs and assigns against all persons Claiming or to Claim. by from or under him his heirs or assigns or by. from or under any other Person or persons Whomsoever.

In testimony Whereof. the said Thomas hath hereunto set his hand and seal this Second day of January One thousand Eight hundred and thirty eight

Signed Sealed and acknowledged in Presence of }

J. P. Thomas Seal

The State of Mississippi } Before me William D. Hoard a Justice of the Peace
Madison County ss } within and for said County Personally appeared James P Thomas the above named grantor and acknowledged the above deed of conveyance to be his voluntary act and deed for the uses and purposes therein mentioned.

In testimony Whereof I have hereunto set my hand and seal this 6th day of Jany in the year of our Lord one thousand Eight hundred and thirty Eight

Will D Hoard JP Seal

William S. Allen } Received for Record 10th December 1838 & Recorded 24th January 1839
And
A. E. Beattie } Know all men by these presents that we William S. Allen and Maria D. Allen his wife for and in Consideration of the Sum of One hundred and thirty Dollars in hand paid the receipt whereof is hereby acknowledged have bargained. Sold and Conveyed to Andrew E. Beattie his heirs and assigns forever all that tract or Parcel of land situated in the County of Madison State of Mississippi. and designated in Plat of General Survey as the East half of the Northwest quarter of Section Nº Twelve. Township Nº Nine of Range One West of the Basis Meridian. together with all and singular the appurtenances thereunto belonging. To Have and to Hold the aforesaid tract or parcel of land with all and singular the rights and Emoluments and privileges thereunto appertaining to the said Andrew E. Beattie his heirs and assigns forever, hereby Covenanting to and with the said Andrew E. Beattie his heirs and assigns the title to the aforesaid premises will and truly to warrant and defend.

In Witness whereof We have hereunto set our hands and affixed our seals this 1st Day of February 1832

Wm S. Allen [Seal]
Maria D. Allen [Seal]

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the within named William S. Allen and Maria D. Allen who acknowledged that they severally signed and sealed the within instrument of writing for the purposes therein mentioned, and the said Maria D. Allen being Examined by me Separate and apart from her said husband acknowledged that she signed sealed and delivered the same without the Coercion or persuasion of her said husband.

Given under my hand and seal this 1st day of February AD 1832

Z. W. Barfield J.P. [Seal]

William S. Allen } Received for Record 10th December 1838 & Recorded 24th January 1839
And
A. E. Beattie } This Indenture Made this Eighteth day of December in the in the year of Our Lord One thousand Eight hundred and twenty seven Between William S. Allen and Mary his Wife of the one part, and Andrew E Beattie of the other part Witnesseth that the said parties of the first part, for and in Consideration of the Sum of Two hundred dollars the receipt whereof is hereby acknowledged have granted bargained sold. released and Confirmed, and by these presents do grant, bargain, sell, release, and Confirm unto the said party of the second part his heirs and assigns, all that tract or parcel of land lying and being in the County aforesaid. designated on the map of the District of Election as the West half of the Northwest quarter of Section Eighteen in Township Nine Range One East, and the East half of the South East quarter of Section Twelve in Township Nine Range One West, of the Basis Meridian. Containing One hundred and Sixty acres more or less. granted to the said William S. Allen by the President of the United States by Letters Patent bearing date the ____ day of ____ in the year of our Lord One thousand Eight hundred and twenty seven together with all and Singular the appurtenances thereunto belonging or in any wise appertaining; To Have and to Hold the above described Premises with their and every of their rights Members and—

appurtenances unto the said party of the Second Part his heirs and Assigns forever. And the said Party of the first part promises and Undertake for themselves and their heirs to Warrant and forever defend the above discribed premises hereby intended to be Conveyed. to the said party of the Second part his heirs and Assigns from all persons in any wise lawfully claiming the Same.

In testimony whereof We hereunto set our hands and and seals the day and year above Written

In Presence of
J R. Marsh
Hannah Roberts

Wm J. Allen [seal]
Mary Allen [seal]

The State of Mississippi } Personally appeard before me Solomon Higginbotham
Madison County } Esquire Chief Justice in and for said County the within named William J. Allen who acknowledged that he Signed Sealed and delivered the Within Deed as his voluntary act and deed the day and year therein mentioned.

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

S. Higginbotham Chief Justice

The State of Mississippi }
Madison County } Personally came before me Solomon Higginbotham Esqr Chief Justice in and for said County the within named Mary Allen Wife of the Within named William J. Allen who upon a private examination apart from her husband acknowledged that She Signed sealed and delivered the Within Deed as her voluntary act and deed freely without any threats fear or Compulsion of her husband.

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

S Higginbotham Chief Justice

Richard Allen } Received for Record 10th December 1838 & Recorded 24th January 1839
And
A. E. Beattie } This Indenture made this Second day of December in the year of Our Lord One thousand Eight hundred and thirty one between Andrew E Beattie Allen and ____ his Wife of the One part and Andrew E Beattie of the other part Witnesseth that the said parties of the first part for and in Consideration of the Sum of Fifty Dollars the receipt whereof is hereby acknowledged have granted, bargained Sold. released and Confirmed and by these Presents do grant. bargain sell release and Confirm unto the said party of the Second part his heirs and Assigns all that tract or parcel of land lying and being in the County of Madison and in the State of Mississippi discriminated on the Plats of the District of Choctaw as the North half of the East half of the N.E. quarter of Section No Eighteen in Township No Nine of Range No One East of the New Basis Meridian Containing forty Acres More or Less. granted to the said in allen by the President of the United States by Letters patent. bearing date the in day of in the year of our Lord One thousand Eight hundred and . together with all and Singular the appurtenances thereunto belonging or in any wise appertaining To Have and to Hold the above described premises with their and every of their rights members and appurtenances unto the said party of the Second part his heirs and Assigns forever. And we the said party of the first part promise and undertake for themselves and their heirs to warrant and forever defend the above described premises hereby intended to be Conveyed to the said party of the Second part, his heirs

and assigns from all persons in any wise lawfully claiming the same.
In testimony whereof we have hereunto set our hands and seals the day and year above written
In the presence of

Richard Allen Seal
Miss R

Personally appeared before me Richard Allen who acknowledged he did on the day of the date of the foregoing Deed sign seal and deliver the same as his act and deed, April 2nd A.D. 1832

N Callihame Chief Justice

Wm. M. Gwin, Received for Record 10th December 1838 & Recorded 25th January 1839

Deed

Wm. F. Walker } This Indenture Made and entered into this Fifth day of
November in the year of our Lord One thousand eight hundred and thirty eight
Between William M. Gwin Marshall of the Southern District of Mississippi of the one
part, and William F. Walker of Madison County in said State, of the other part.
Witnesseth. Whereas two Writs of Fieri Facias lately issued from the Circuit Court
of the United States for the District of Mississippi directed to the said Marshall
at the suits of Lorenzo Swydam & Nixon & R. Gwin & Co against the Goods and
Chattels Lands and tenements of Henry Carleton, said Writs being returnable to
the November Term of said Court eighteen hundred & thirty eight & being numbered
on the execution Docket of said Court as Nos 1946 and 2036. One for the Sum of
Nineteen hundred and seventy five Dollars, and the other for twenty seven hundred
and twenty five 32/100 Dollars including Costs, which said Writs of Fi Fa. were
levied on the following Negroes & Lots in the Town of Madisonville in the County
and State aforesaid, and described on the Map of said Town as Lots Number
One hundred & ninety eight, fronting on Lafayette Street One hundred and twenty
five feet, and on Jefferson Street One hundred and twenty five feet, Lot num-
ber Two hundred & three and two hundred & ten fronting each on Lafayette &
Hamilton Streets One hundred and twenty five feet, also Lot Number One hundred
and forty four, fronting on Main Street fifty feet and running back One
hundred feet, and on which there is a Store House lately occupied by Carleton
and Cleaves, and also Lot Number Two hundred and fifteen fronting on La-
-fayette Street One hundred and twenty five feet and on Main & Crop Streets
each One hundred and twenty five feet with the appurtenances, as the Lands
and tenements of the above named Defendant, Henry Carleton, and the said
Marshall having given thirty days Previous Notice that the above described Lots
would be sold at Public auction by virtue of said writs of Fieri Facias on the day and
year first above written between the hours of eleven O'Clock A.M and four O'
Clock P.M of said day at the Court house of said County of Madison did at
the same time and place offer said Premises for sale at Public auction, and
the said William F. Walker party of the second part, there and there appeared
and bid for the premises the Sum of Seventy four hundred & seventy four Dollars
which said Sum was more than any other person offered or bid for the same
Whereupon the said Premises were Struck off to the said William F. Walker
he being the highest and best Bidder therefor: Now this Indenture witnes-
-eth; That the said Wm. M. Gwin Marshall as aforesaid for and in Consideration
of the Premises, and of the said Sum of Ten Dollars, to him the said Marshall
in hand well and truly paid by the said William F. Walker at and before
the sealing and delivery hereof, the receipt whereof is hereby acknowledged
hath this day granted, bargained, sold, aliened, and Conveyed, and by these
Presents, doth grant, bargain sell, alien and Convey unto the said

William F. Walker his heirs and assigns forever. all and singular the before described premises, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, To Have and to Hold the said premises. Privileges and appurtenances, and all the right. interest title or claim both at Law and in equity of him the said Henry Carleton the above named defendant. of. in & to the same. unto the said William F. Walker his heirs and assigns forever.

In Witness Whereof the said William M. Groin Marshal as aforesaid. hath hereunto set his hand and seal the day and year first above written

Signed Sealed and Delivered in presence of }

Wm. M. Groin {Seal}
Marshal of the Southern District of
Mississippi

State of Mississippi } Set.
High Court of Errors & Appeals } Personally appeared before Robert A. Patrick Clerk of said Court William M. Groin Marshal of the Southern District of Mississippi who acknowledged that he signed Sealed & delivered the within deed for the purposes therein named in his official Capacity of Marshal as aforesaid. — Given under my hand & the Seal of said Court
{Seal} the 27th Day of November A.D 1838

Robert. A. Patrick Clk
By F.G. Hopkins Deputy Clerk

Moses S. Mathenny } Received for Record 13th Decm. 1838 & Recorded 25th January 1839
Deed
David Mathenny Admr } The State of Mississippi
Madison County } This Indenture made this the 10th day of December in the year of our Lord one thousand Eight hundred and thirty eight between Moses S. Mathenny of the first part and Daniel Mathenny Administrator of the Estate of Aaron D. Mathenny deceased of the second part all of the aforesaid State and County Witnesseth, That the said Moses S. Mathenny for and in Consideration of the Sum of Two hundred & Ninety Dollars to him in hand Paid by the said Daniel Mathenny Administrator as aforesaid the receipt of which is hereby acknowledged hath granted. bargained & sold. and doth. by these Presents grant bargain & sell unto unto the said Daniel Mathenny administrator as aforesaid his heirs and assigns forever the following described land being and lying in the State & County aforesaid Known as the E½ of S.W¼. W½ of S. E¼ of Section 36. Township No 12. N of Range No 5 East. Containing one hundred & Sixty & Sixty two hundredth acres. together with all the rights and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold unto the said Daniel Mathenny Administrator as aforesaid his heirs and assigns forever, And the said Moses. S. Mathenny doth by this Indenture for himself and his heirs & Executors forever warrant and defend the right and title to the foregoing described land unto the said Daniel Mathenny administrator as aforesaid his heirs Executors and assigns against the Lawful Claims & Claims of any Person whatsoever Signed Sealed and delivered the day & year above written,

Moses. S. Mathenny

State of Mississippi }
Madison County } Personally appeared before me Hugh A. McLaurin a Justice of the Peace for said State and County the within named Moses Mathenny who acknowledged that he signed sealed and delivered the within Deed the day and year therein mentioned as his act and Deed

Given under my hand and seal this the 10th day of December A.D 1838

Hugh A. McLaurin {J.P.}

State of Mississippi } Know all men by these presents that I Mary Matheny wife
Madison County } of the within named Moses D. Matheny do release. re leave
and forever relinquish unto Daniel Matheny administrator as mentioned in
the within deed his heirs and assigns all my right title and claim to Dower
in the within mentioned deed.

Given under my hand and seal this the 13th Day December 1838

Mary her + mark Matheny

The State of Mississippi }
Madison County } Personally appeared before me the above named Mary
Matheny who being examined by me separate and apart from her husband ac-
knowledged that she signed sealed & delivered the above relinquishment of Dower
without fear threat or compulsion on the part of her husband Moses D. Matheny.

Given under my hand & seal December 12th 1838

Hugh D. H. Lawson J.P.

---

Asa Fletcher } Received for Record 14th Decem 1838 & Recorded 25th January 1839
And } State of Mississippi }
James Hamma } Madison County } Know all men by these Presents that I Asa
Fletcher & Elizabeth Fletcher my wife of the County & State aforesaid on the
tenth of this Instant for & in the Consideration of the Sum of Two thousand dol-
lars to us in hand paid by James Hamma of the same State & County the re-
ceipt whereof is hereby acknowledged have granted. bargained sold. Conveyed
& Confirmed & do hereby grant. bargain Sell Convey & Confirm unto the said
James Hamma his heirs & assigns forever. the Lot 2 of Section No 6. Town-
ship No 7 of Range 3 East. Containing 80 acres Also Lot No 3 of Section No
6. Township No 7. of Range No 3 East. Containing 80 acres, Also S/2. of E/2 of
the SW/4 of Section No 31. Township No 8 of Range 3 East. Containing 40 acres
Also S/2. of Lot No 1 of Section No 6. Township No 7. of Range 3 East. Containing
40 acres, to Have & to Hold to the said James Hamma his heirs & assigns
forever. as an estate in fee Simple & I the said Asa Fletcher & Elizabeth
my wife for our heirs Executors & administrators do Covenant to warrant
& forever defend the estate hereby Conveyed to the said James Hamma
his heirs & assigns against the Claim or Claims of any person or persons
whatsoever. In Witness Whereof we have hereunto set our hands
& affixed our seals this 13th August 1833.

Asa. Fletcher [seal]
Elizabeth her + mark Fletcher [seal]

Sat E Moore }
Alexander Moore }
State of Mississippi }
Madison County } This day Personally appeared before me Asa Fletcher
who acknowledges that he signed the above deed as his act & deed. Also at the
same time I have examined his wife Elizabeth separate & apart who says
she signs seals & delivered the above deed as her voluntary act & deed without
fear threats or Compulsion of her husband.

Given under my hand & seal this 13th August 1833

Charles Moore J.P.

---

Enos Fletcher } Received for Record 14th December 1838 & Recorded 25th January 1839
Deed } State of Mississippi }
James Hamma } Madison County } Know all men by these Presents that I
Enos Fletcher of the County and state aforesaid on the third of this month
for & in Consideration of the sum of seven hundred and fifty dollars to me
in hand paid by James Hannah of the same State and County the re-
ceipt whereof is hereby acknowledged. have granted. bargained sold

conveyed and confirmed and do hereby grant bargain sell. convey and confirm unto the said James Hannah his heirs and assigns forever the following tract of land (viz) Lot No 6 of Section No 6 Township No 7 of Range 3 East, Containing about Eighty seven acres be the same More or less. To Have and to Hold to the said James Hannah his heirs and assigns forever. as an Estate in fee simple. And I the said Enos Fletcher for me and my heirs. Executors and administrators do Covenant to warrant and forever defend the Estate hereby conveyed to the said James Hannah his heirs and assigns against all Lawful Claims of any person or persons whatsoever.

In testimony whereof I have hereunto set my hand and seal this third day of December A.D. 1834.

Enos Fletcher [Seal]

Signed Sealed & delivered in Presence of
M. M. Ewing
Stephen Carroll
John Shrock

The State of Mississippi } Personally appeared before me the undersigned
Madison County } Justice of the Peace in and for said County the above named Enos Fletcher who acknowledged he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act & deed.

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

M. M. Ewing J.P. [Seal]

Alford Haley & wife to Jonathan Humphreys Deed

Received for Record 21st Decm 1838 & Recorded 25th January 1839

State of Mississippi } Be it Known that I Alford Haley and Elizabeth My wife of the County and State aforesaid for
Madison County } and in consideration of the sum of Thirteen hundred Dollars to us in hand paid by the said Jonathan Humphreys of the same County and State aforesaid and before the sealing and delivering of these Presents. the receipt whereof is hereby acknowledged have bargained sold aliened, enfeoffed and confirmed, and we do hereby bargain sell enfeoff and confirm unto the said Jonathan Humphreys his heirs and assigns forever a Certain tract or parcel of land lying and being in the County and State aforesaid, and known and designated as the E½ of S E¼ of Section No 23 Township No 12. of Range No 4 E. containing 79 $^{20}$/$_{100}$ acres. Also Lot No 2 of Section No 24 Township No 12 of Range No 4 E. containing about 80 acres More or less. To Have and to Hold the said Lots or Parcels of land with all ways. Woods. Waters and every other appurtenance thereunto belonging or in any wise appertaining to the said Jonathan Humphreys his heirs and assigns forever in fee simple & the said Alford Haley & Elizabeth my Wife for our selves our heirs Executors & administrators do hereby covenant and Promise to and with the said Jonathan Humphreys his heirs and assigns that we by our selves our heirs Executors and administrators shall and will warrant & forever defend the said Lots or parcels 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 Jonathan Humphreys his heirs and assigns forever.

In testimony whereof We have hereunto set our hands and affixed our seals this 1st day of November A.D. 1838

Signed Sealed and delivered in Presence of
Hugh A McLawsin J.P. November 20th A.D. 1838

Alford Haley [Seal]
Elizabeth her X mark Haley [Seal]

State of Mississippi } I Hezekh. A. McLawson an acting Justice of the Peace in & for the
Madison County } aforesaid State & County do hereby certify that Elizabeth Healey the
wife of the within named Alford Healey being examined seperately & apart from her
husband acknowledged the within to be her act & deed and that she signed sealed
& delivered the same within instrument as her act & deed and that she signed sealed
& delivered the same without fear threats or compulsion on the part of her husband for
the purposes in the same mentioned.
Signed & delivered the day of the date of the within deed
Hezekh A. McLawson [SEAL].

John S. Gooch } Recorded for Record 20th Decemr 1838 & Recorded 25th January 1839
Deed
Josiah Bonner } State of Mississippi }
Madison County } Know all men by these Presents that we John
S Gooch & Martha his wife of the County and State aforesaid have this day for
and in Consideration of the Sum of Six Thousand Dollars to us in hand paid
Bargained sold and delivered, and by these presents do Bargain sell and deliver
unto Josiah Bonner of the County and State aforesaid the following lots. Namely
Lots No 248. 350. 351 and 352 in the Town of Madisonville containing about Six-
teen acres more or less, the title of said lots we bind ourselves heirs. adminis-
trators and assigns to warrant and defend to the said Josiah Bonner his heirs
administrators and assigns forever. With all the improvements. Hereditа-
ments and appurtenances thereunto belonging.
In Witness Whereof we have hereunto set our hands and seals
March 22nd 1837
Jno S Gooch [Seal]
Martha Gooch [Seal]
The State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of
the Peace in and for said County the above named John S Gooch and
Martha Gooch and acknowledged the above written instrument to be
their act and deed and desired that the same might be recorded as such accord-
ing to Law. The said Martha Gooch being by me examined seperate and apart
from her said husband & the Contents thereof being first made Known to her
declared that she did voluntarily and of her own free will and accord seal
and as her act deliver the said instrument without any coercion or compul-
sion on the part of her said husband
Given under my hand and seal this 22nd March 1837
Owen Van Vacter J. P. [Seal]

John S. Gooch } Received for Record 20th Decemr 1838 & Recorded 25th January 1839
Deed
Josiah Bonner } State of Mississippi }
Madison County } Know all men by these Presents that we John
S Gooch and Martha his wife of the County and State aforesaid have this day
for and in Consideration of the Sum of Fifty Dollars to us in hand paid the re-
ceipt whereof is hereby acknowledged, sold and by these Presents do sell and
deliver unto Josiah Bonner of the County and State aforesaid all our right
title Claim and interest in and to Lots No 35 & 36 in Square No 4 in the Town of
Madisonville, in the County and State aforesaid. The title of said lot we bind our-
selves our heirs and assigns to warrant and defend unto the said Josiah Bonner
his heirs and assigns forever. = Witness our hands and seals this 14th day of
July Eighteen hundred and thirty four.
acknowledged by John S Gooch before me a Justice of the peace } John S. Gooch
for Madison County this 14th day of July 1834 } Martha Gooch
William Bonner J. P. [Seal]

State of Mississippi } This may Certify, unto all whom it may Concern that
Madison County } Martha Gooch the wife of the within named John D Gooch
did on this the 14th Day of July in the year Eighteen hundred and thirty
four Personally appear before the undersigned a Justice of the Peace for the
said County, and upon being Privately and Separately examined by me apart
from her said husband did declare that she does freely, voluntarily and
without any fear or Compulsion whatever renounce, release and forever
relinquish, unto the within named Josiah Bonner all her interest and
Estate, and also all her right and Claim of Dower of and in to the within
described Premises, — Given under my hand and seal the day and
year above written

William Jones J.P. [Seal]

J. D. Gooch & S. D. Mills Admrs. } Received for Record 20th March 1838 & Recorded 25th January 1839
Lnd
Josiah Bonner } State of Mississippi
Madison County } Know all men by these Presents that
we John D Gooch and Sarah D. Mills as administrator and administratrix
of the Estate of Joshua Saxon deceased having been duly authorized by the
County Court of the aforesaid County have this day for and in consid-
eration of the sum of Twenty Two hundred Dollars to us in hand paid the
receipt whereof is hereby acknowledged, granted bargained sold and
delivered, and by these presents do grant bargain, sell and deliver
unto Josiah Bonner the following land (Viz) The South West quarter
of section No Twenty four in Township Eight of Range Two East, in
the Choctaw District of Mississippi Containing One hundred and fifty
four acres and Eighty one hundredths of an acre, The title of said land
we bind ourselves, as Administrator and Administratrix of the Estate
of said Joshua Saxon deceased to Warrant and defend unto the said
Josiah Bonner his heirs administrators and assigns forever.

Witness our hands and seals this day of
Eighteen hundred and thirty —

Jno D. Gooch Administrator [Seal]
Sarah D. Mills Administratrix [Seal]

The State of Mississippi }
Madison County } This day Personally appeared before the
undersigned Justice of the Peace for said County John D Gooch &
Sarah D. Mills who acknowledged that they signed the above Lnd.

Given under my hand & seal this 30th Nov 1835

Charles Moore J.P.

J. Fatherree & wife } Received for Record 31st December 1838 & Recorded 25th January 1839
Lnd
Richd Christmas } This Indenture Made and entered into this 15th day
of November in the year of Our Lord One thousand eight hundred and thirty
six Between Jefferson Fatheree and Rachel his wife of the County of Madison
and State of Mississippi of the first part, and Richard Christmas of the
second part, Witnesseth. That the said Jefferson Fatheree and Rachel his wife
for and in Consideration of the sum of Thirty eight Thousand and four hun-
dred dollars to them in hand paid by the said Christmas at and before
the sealing and delivery of these presents. the receipt whereof is hereby
acknowledged have this day granted. bargained and sold and by these
presents do grant bargain and sell unto the said Richard Christmas and
to his heirs and assigns forever. all of a Certain tract or Parcel of land situate

lying and being in the County of Madison and known and described as follows-
To wit, South half of Section Thirty five Township Eight Range One West, West
half of North East quarter of Section Thirty five Township Eight Range One West, North
West quarter of Section Thirty five Township Eight Range One West, West half of North
East quarter of Section Two. Township Nine Range One West, East half of North
East quarter of Section Two Township Nine Range One West, West half of West half
of the North East quarter of Section Thirty four Township Eight. Range One West, East
half of East of the North West quarter of Section Thirty four Township Eight Range
One West, West half of North West quarter of Section Thirty four. Township Eight
Range One West. East half of the North East quarter of Section Thirty three Town-
-ship Eight Range One West, together with all and singular the Premises and
appurtenances thereunto belonging or in any wise appertaining: To Have and
to Hold to the said Richard Christmas his heirs and assigns all the foregoing
described land and Premises in Fee Simple Forever. and the said
Jefferson Fatheree and Rachel his wife for themselves their heirs. Executors
and administrators by these presents Covenant, Promise and agree to and
with the said Richard Christmas his heirs Executors and administrators
that they will and their heirs Executors and administrators shall forever
warrant and defend the title to said granted land and premises a-
-gainst the Claim or Claims of all and every person and persons whomso
both at Law and in Equity

In testimony whereof the said Jefferson Fatheree and Rachel
his wife hereunto set their hands and seals the day and date first
above written.

Jefferson Fatheree seal
Rachel Fatheree seal

The State of Mississippi }
Madison County } ss Personally appeared before me William D Hart
a Justice of the Peace for said County. the above named Jefferson Fatheree
and Rachel 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
Given under my hand and seal this 15th day of November 1836.
Will D. Hart [seal]

State of Mississippi } ss. Personally appeared before me William D. Hart a
Madison County } Justice of the Peace in and for the County aforesaid
Rachel Fatheree one of the Parties to the foregoing Deed who being by me ~~first~~
Examined Privily separate and apart from her husband acknowledged that
she did freely and voluntarily without compulsion sign seal and deliver
the same as and for her act and Deed and wishes not to retract it.
Given under my hand and seal this 15th day of November 1836
Will D. Hart [seal]
Justice of the Peace

Recd. S. Moore } Received for Record 1st & Recorded 25th January 1839
And } State of Mississippi }
Bury F. Cox } Hinds County } This Indenture made this day
between Bury F. Cox of Madison Cty Miss of the one part, & Sam'l. Moore and
Rachel Moore his wife of the other part. both of the Cty of Hinds State of
Mississippi, in which the said Samuel L Moore and Rachel his wife bar-
-gained sell and convey unto the said Bury F. Cox all their right. title and interest
in a certain Lot or Parcel of land designated as the W 1/2 of S W 1/4 of Sect
20. and E 1/2. S. E 1/4 of Sect 18. of Township 12 of Range 3 East. for the con-
-sideration of Two hundred and forty five Dollars Cash received in hand-

And the said S L Moore and Rachel his wife bind themselves their heirs and assigns to W. Hoop his heirs & assigns to defend the right of the said Bury Hoop to the above described land against all other claims whatsoever
Given under our hands and seals this 26th day of March 1838
S. L. Moore
Rachel Moore

State of Mississippi
Yalobusha County } Personally appeared before the undersigned Clerk of the Circuit Court of said County the within named Samuel L. Moore who acknowledged that he signed sealed and delivered the foregoing and above the day and year therein mentioned as his act and deed. Also appeared at the same time Rachel Moore wife of the above named S L. Moore who after being examined separate and apart from her husband acknowledged that she signed sealed and delivered the within as her act and deed and that she done the same without any fear threats or compulsion of her husband.
Given under my hand & seal of office this 26th March 1838
E. E. Branchamp clk

Ord. M. Wyly } Received for Record 4th & Recorded 26th January 1839

Agreement
W. E. Harold } This Agreement Made and Concluded this 4th day of September in the year of our Lord One Thousand Eight hundred and thirty seven between William Harold of the one part, and Gunner M Wyly of the other part. both of the County of Madison and State of Mississippi. Whereas the said William E Harold purchased the undivided half of Section Fifteen Township Nine Range three East. situate upon Tillabogo Creek adjoining the lands of Slaughter & others in the County of Madison and State aforesaid. for which he the said Harold gave his four notes of hand with security payable to the Trustees of said School District and their Successors in Office. each amounting to One thousand four hundred and seven Dollars. and fifty Cents payable in four annual instalments commencing from the 29th day of September 1834. And Whereas the first and second instalments having become due, and being unpaid. the said Trustees permitted the said Harold to Consolidate the same, and give a new note therefor Payable sept & spring. As the remaining instalments are will be due this fall the other in the fall of 1838. In Consideration of the premises the said Trustees executed their agreement, as writing in which they acknowledged themselves bound to make the said Harold a sufficient title unto the before described tract of land when the last payment of the Consideration therefor is made, for the Term of Ninety nine years from the 29th day of September 1834 in accordance with an act of assembly passed in the year 1833. And Whereas the said Harold on the back of said agreement, appointed and authorized the said Trustees to Sell the said agreement, and execute to said Wyly their Bond for a title,
Now in Consideration of the Premises, to wit, of the Sale of the land above described by the said Harold to the said Wyly. he the said Wyly doth agree to pay for the said land the same amount which the said Harold gave for it, including the interest which has accumulated thereon in the Manner following. to Wit, the said Wyly agrees with the said Harold to pay the Trustees. of the said School District or their successors in office One third of the Amount of the Original purchase Money of said land including the interest which has and may accrue thereon on or before the 29th day of September in the year One Thousand Eight hundred and thirty eight. and One third On or before the 29th Day of September in the year One thousand Eight hundred and thirty nine. and the remaining third on or before the 29th.

day of September in the year one thousand eight hundred & forty. Provided the said Trustees should require the same to be paid. If the trustees require only the interest to be paid the said Allgby covenants and agrees with the said Harold to pay the same whether it be the interest which has accrued upon one or all of the instalments which may be due when the payment of said interest is required, The said Allgby agrees furthermore with the said Harold to give his note and security to the said trustees or their successors in office if they will take the same for the amount of the consideration of said land payable in three annual instalments, in three equal proportions, and lift the obligations which said Harold has given to said Trustees, or in the event the said trustees are unwilling to that arrangement, the said Allgby agrees to give his note and security for one third of the amount of the consideration of said land payable to the Trustees on or before the 29th day of September in the year one thousand Eight hundred and thirty eight. Provided the said Trustees consent thereto in lieu and discharge of so much of said Harolds liability to them and at the expiration of the time last mentioned to execute another note with security payable to said Trustees one year thereafter for the second instalment also in lieu of said Harolds liability, And at the expiration of said second term to execute a similar liability for the third and last instalment if said Trustees will consent thereto. — The said Allgby covenants and agrees with the said Harold. that Provided the said Trustees or their successors in office should institute a suit or suits against the said Harold and his securities upon the notes which he has given or may hereafter give in renewal of the said notes to said Trustees as the consideration for the purchase of the land of the School section as aforesaid then and in that event, the said Allgby shall pay all the costs of said suit or suits. but no other part of the Judgement.

In Witness whereof I have hereunto set my hand and affixed my seal - Date first above written

Jas. W. Allgby

attest. A. C. Gillespie

The State of Mississippi }
Madison County } ss. Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Allen C. Gillespie the subscribing Witness to the foregoing instrument who being duly sworn deposeth and saith that he saw the above named James W. Allgby sign and deliver the said instrument to the said William C. Harold on the day and year therein named and that he this Deponent signed the same as a Witness in presence of said Allgby on the day any year therein mentioned.

Given under my hand and seal of Office at Canton this 4th Day of January A.D. 1839

(Seal)

John T. Cameron Clerk

A. C. Moore } Received for Record 5th January & Recorded 4th February 1839.
and Trust
Wm S. Rayner } This Indenture Made and entered into this twenty fifth day of November in the year of our Lord One thousand Eight hundred and thirty Eight Between Dickinson C. Moore and Mary Moore his wife of the first part. Nelson L. Taylor of the second part, and William S. Rayner of the third part all of the County of Madison and State of Mississippi Witnesseth that whereas the said Moore is justly indebted to the said Taylor in divers large sums of Money. for the payment of which he is anxious to secure to the said Taylor. that is to say One Note for Eighteen hundred and Eighty eight 57/100 Dollars. dated 3rd February 1838 Payable to William W. Ward administrator of Benjamin L. Taylor One

day after date Credit be by Four hundred Dollars April 12th 1838. One Note of Three hundred and Seventy Six 14/100 Dollars dated 3d February 1838 Payable to Nelson L. Saylor One day after date, One Note for Six hundred Dollars payable to Nelson L. Saylor Guardian to Mary Caroline Saylor dated 3d February 1838 due one day after date, One Note for five Hundred Dollars payable to Nelson L. Saylor on or before the 1st day January 1839 dated 1st December 1837, One Note of Two hundred Dollars dated 1st March 1838 Payable to N L Saylor one day after date, and One Note for Three hundred and Seventy five Dollars Payable to Nelson L. Saylor One day after date, dated 20th November 1838. And Whereas also the said Saylor is liable by indorsement for the said Moore on a Bill of Exchange for Four thousand Dollars drawn on Leigh Maddox & at New Orleans and now owned by Joseph Fowler Jr and upon which Suit has been instituted and is now pending in the name of the said Fowler against the said Saylor and Moore in the Circuit Court of the United States for the Southern District of Mississippi against any liability of the said Saylor on said Bill. The said Moore is desirous to secure the said Saylor— And Whereas also the said Saylor is liable by indorsement for about Six Thousand Dollars on the said Moores Notes due to the Mississippi and Alabama Rail Road Company at Brandon, against which liability the said Moore is desirous to secure the said Saylor. Now therefore in Consideration of the Premises and of One Dollar in hand paid by the said William L. Rayner at and before the sealing and delivery of these presents the said Moore hath this day granted bargained and sold and Conveyed and doth by these Presents grant bargain sell alien and Convey to the said William L. Rayner all of the following described tracts or Parcels of land lying and being in the County of Madison and State of Mississippi that is to say the West half of the South East quarter of Section 33 West half of North West quarter of Section 34. The East half of the North East quarter of Section 33 East half of the North West quarter of Section 34. West Half of the North East quarter of Section 34. East half of the South West quarter of Section 27. West half of the South West quarter of Section 27. Also Seventy five (75) acres more or less lying and bounded as follows. to wit. running with a branch that Commences on the East side of the South East quarter of Section 33. and Continuing along the South Prong of said branch through the same all of said Lots of land lying in Township 8 of Range One East of Choctaw District containing in the whole Six hundred and thirty five acres more or less. together with the following Negro Slaves for life. Isham. Thomas. George. Dick. Stephen. Lewis. Luke Guy. Jim. Polly Sabry. Rosetta. Mahala. Louisa Hannah. Edy. Hannah. Cary. Abram. Ten head of horses and Under forty head of Cattle, Ten Sows and Pigs and thirty Sheats. Two Waggons and four Team of Oxen One thousand Bushels of Corn. Twenty Stacks of fodder and all the Household and Kitchen furniture of the said Moore, To Have and to Hold to the said William L. Rayner his said Executors and administrators and assigns forever and to his and their only proper use benefit and behoof: And the said Moore for his heirs Executors and administrators Executors and assigns shall forever defend the title to the said bargained sold land negroes and other property to the said Rayner and his heirs forever. Nevertheless upon Trust that if the said Moore shall on or before the first day of January Eighteen hundred and thirty nine well and truly pay and satisfy the said Saylor of the said several sums of Money above Specified and shall save the said Saylor harmless from the indorsements aforesaid: and in case he fail to pay the said debts due to the said Saylor the said Moore deliver up to the said Rayner

the aforesaid Personal property, which the said Rayner is hereby authorized and empowered to sell after giving thirty days Notice by Publication in some Newspaper and the said Rayner is hereby further authorized empowered and appointed in case the said Moore fail to pay the aforesaid sums of Money or fail to save the said Taylor harmless from his indorsements aforesaid after giving the like notice upon request of said Taylor to sell at auction to the highest bidder the aforesaid discribed lands and personal property, the Proceeds of which are to be applied by the said Rayner after paying all necessary expenses to the payment and satisfaction of the afore mentioned Debts, and liabilities of the said Moore, But in case the said Moore fully pay and satisfy the said Debts and Save the said Taylor harmless from his indorsements aforesaid then and in that Case this Conveyance to be void & thereto to remain in full force and virtue

In Witness Whereof the said Taylor Moore & Wife and Rayner have hereunto severally set their hands and affixed their seals the day and date first above written.

Signed Sealed and delivered
the first line on the 2nd Page and
two words of the last line on the
1st page having been first read in
presence of
Will. D. Hart

D. C. Moore [seal]
Mary E. Moore [seal]
Nelson L. Taylor [seal]
Wm. Rayner [seal]

The State of Mississippi } Personally appeared before me William D. Hart an
Madison County } acting Justice of the Peace in and for said County D. C.
Moore & Mary E his wife who acknowledged that they signed sealed and delivered
the foregoing deed as their act and deed for the purposes therein mentioned and
the said Mary E Moore being examined Separate and apart from her said hus-
band acknowledged that she signed sealed & delivered the same without persuasion
fear or threats from her said husband freely.

Given under my hand and Seal this 6th day of November 1838
Will. D. Hart [seal]

Saml. M. Flournoy Shff. } Received for Record January 10th & Recorded 4th February 1839
to
John L. McCarty } This Indenture made and entered into the fifth day
of November Anno Domini One thousand Eight hundred and thirty Eight between
Samuel M. Flournoy Sheriff of the County of Madison State of Mississippi of
the first part and John L. McCarty of the second part. Witnesseth that
Whereas a Judgement was rendered at the October Term of the Circuit Court
of Madison County and State aforesaid Wherein Edwin Shumway for the use
was Plaintiff and George M Reese defendant on which a writ of Fieri facias
Issued directed to the Sheriff of the County aforesaid Commanding him
that of the Goods and Chattels Lands and tenements of the said defendant
he cause to be made the Sum of Money mentioned in said Judgement
with interest and Cost of Suit, and the said Sheriff proceeded to levy the
same on the Personal property of the said defendant and took a forth com-
ing Bond for the delivery of the same, with Garrett H. FitzGerald Security
which bond was forfeited, and writ of Fieri Facias on Bond issued from
the Office of the Clerk of the Circuit Court of the County aforesaid, and
Whereas the writ at the April Term of said Court viz April Term 1838 James
Rose obtained a Judgement against the said George M. Reese & D. McCarty
and David L. McCarty, on which a writ of Fieri Facias issued from the
office of the Clerk aforesaid returnable to the October Term of said Court

1838. Both of said Writs directed to the Sheriff of Madison County Commanding them, that of the Goods and Chattels Lands and Tenements of the said Defendants (viz, George M Reese & Garrett Mc. Fitzgerald defendants in the first named & George M. Reese & Mc. M'Carty & David K. M'Carty Defendants in the last mentioned Writ) he cause to be made the sums of Money mentioned in said Writs with interest and Cost of Suit, And the said Sheriff proceeded to levy the said Writs on the following described Lot or parcel of land with the Store house and dwelling House thereon viz described as follows viz Part of the N W. Corner of W½ of the N W¼ Section 26. Township 8 of Range No 3. West, running North and South one hundred and fifty and East and West fifty yards, And the said Sheriff as aforesaid proceeded after advertising the same in the Canton Herald for thirty days previous to the 5th day of November 1838 to offer the same at Public auction, and John L. M'Carty appeared and bid Fifty Dollars for the same before the Court House Door in the Town of Canton, which was more than any other person did or would bid, Now Therefore for and in Consideration of the aforesaid sum of Fifty Dollars to me in hand paid by the said John L. M'Carty the receipt whereof is hereby acknowledged hath bargained sold and conveyed to the said John L. M'Carty all the right title interest and claim of the said defendants George M. Reese & Mc. M'Carty in and to said tract or parcel of ground together with all and singular the appurtenances thereunto belonging or in any wise appertaining, To Have and to Hold forever free from the Claims of the aforesaid defendants,

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

S. Mc Flowrnoy Sheriff [Seal]

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

Given under my hand and Seal of office at
[Seal] Canton this 10th Day of January A.D. 1839

John L. Cameron Clerk

Albert G. Butler } Received for Record 9th January & Recorded 4th February 1839
Power attorney } State of Mississippi
P. M Hentchison } Madison County } Know all men by these Presents that I
albert. G. Butler have made, ordained, Constituted and appointed Peter M.
Hentchison of Oglethorpe County State of Georgia my true and lawful agent
for me and in my name and for my use and benefit to ask demand and
receive of and from Underwood Irvine & Co Administrators of the Estate of Richard
Butler deceased of the State of Georgia any and all portion or Share of said
Estate — may or shall fall to me as Heir at Law of said Estate through &
by the right of My Father John A. Butler (dec'd) and Brother to the late Richard
Butler dec'd, and upon receipt thereof by or payment thereof to my said a-
gent a general release or discharge for the same to make execute and deliver
hereby ratifying & Confirming and allowing whatsoever my said agent shall
lawfully do in the Premises

Georgia

In Witness whereof I have this day the ninth
of January in the year of our Lord Eighteen hundred

and Thirty nine set my hand and affixed my seal of
Office. Albert G. Butler [Seal]

The State of Mississippi Personally appeared before me John J. Cameron
Madison County ss Clerk of the Probate Court of said County the within
named Albert G. Butler and acknowledged that he signed sealed and deliv-
ered the within and foregoing Power of Attorney on the day and year therein
mentioned as his act and deed for the purposes therein set forth,
Given under my hand and seal of Office at Canton
[Seal] this 9th day of January A.D. 1839
John J. Cameron Clerk

(2)

S. McFlowers Sheff Received for Record 28th January & Recorded 4th February 1839
Deed
Charles Moore } This Indenture Made and entered into this Thirtieth day
of April Anno Domini One thousand Eight hundred and thirty eight Between
Samuel M. Flowers Sheriff of Madison County State of Mississippi of the
first part and Charles Moore of the second part Witnesseth that Whereas
George W. Moore for the use and Clifton Allen hath recovered Judgment
against William and John M. Yates on which Judgments fi fas. issued
directed to the Sheriff of Madison County Commanding him the said Sheriff
that of the Goods & Chattels Lands & Tenements of said Wm & Jno M. Yates he
cause to be made the Sums of Money mentioned in said fi fas. and the said
Samuel M. Flowers Sheriff as aforesaid hath duly levied the said fi fas.
on the following tracts or Parcels of land viz The N½ of the E½ of S.W¼
& N½. W½. S.E¼ & S½. W½. N.E¼ of Section 5 Township 8. Range 4. East
containing in all One hundred and twenty acres more or less. as the property of
the said Wm & John M. Yates. which land was regularly advertised for thirty
days in the Canton Herald to be sold before the Court house Door in the Town of
Canton on Monday the 30th day of April Anno Domini 1838 for Cash to satisfy
the above Stated fi fas. At which time and place the said Sheriff aforesaid
proceeded to offer at public sale the aforesaid tracts or parcels of land and
Charles Moore appeared and bid Eleven 1/8 Dollars per acre for said land
which was more than any other person did or would bid. Now therefore
for and in Consideration of the aforesaid sum of Eleven 1/8 Dollars per acre
I the said Samuel M. Flowers Sheriff as aforesaid do hereby bargain sell
and convey unto the said Charles Moore the aforesaid tracts or parcels of
land together with all the appurtenances thereunto belonging or in any wise
appertaining with all the right title interest and Claim of the said William
and John M. Yates. To Have and to Hold forever.

In testimony Whereof I the said Samuel M. Flowers Sheriff
as aforesaid have hereunto set my hand and affixed my seal the day and
date above written
The State of Mississippi } S. McFlowers Sheff [Seal]
Madison County ss Personally appeared before me John J. Cameron Clerk
of the Probate Court of said County the above named Samuel M. Flowers
Sheriff of said County 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 as aforesaid for the purposes therein specified.
Given under my hand and seal of office at Canton
[Seal] this 28th Day of January A.D. 1839
John J. Cameron Clerk

(2)

John Briggs Junr Received for Record 29th January & Recorded 4th February 1839

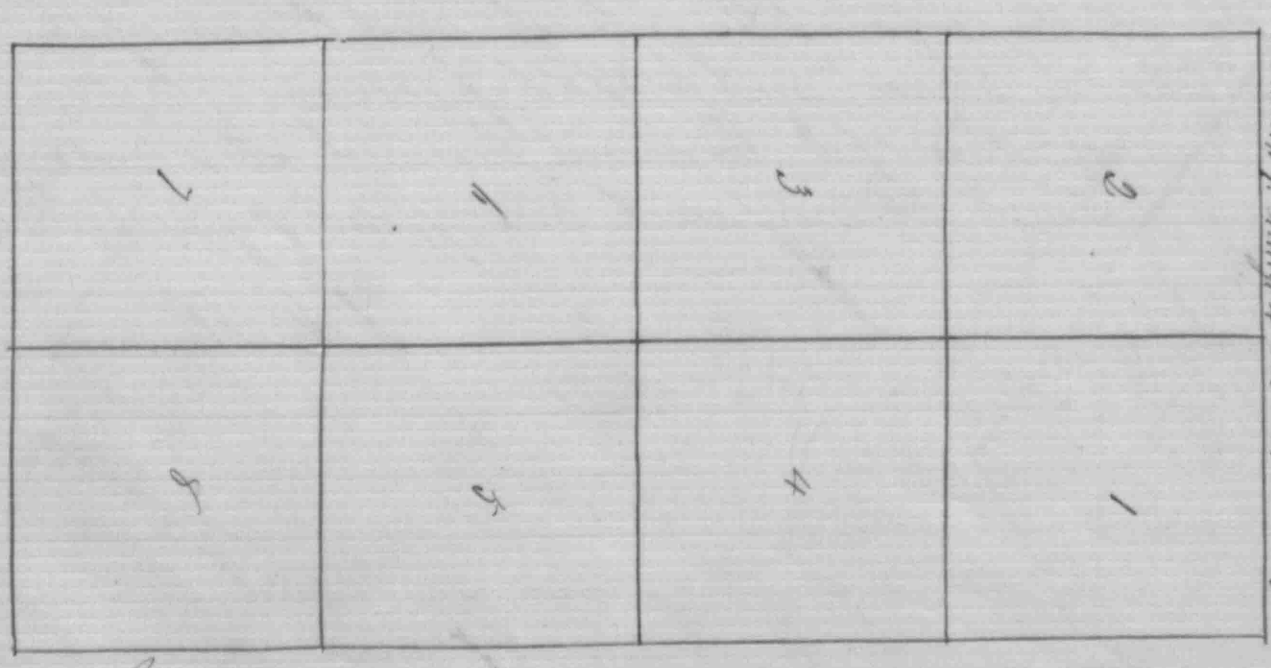
Wm L.G. Johnston } This Indenture Made and entered into this seventeenth
to } day of January One thousand Eight hundred and thirty nine by and between
John Briggs Junior of the County of Simpson and State of Mississippi of the
one part and William and Samuel G. Johnston of the other part of the
County of Hinds and State aforesaid Witnesseth That the said Briggs
has for and in Consideration of the Sum of Two thousand Two hundred &
forty Dollars to him in hand paid the receipt Whereof is hereby acknow-
ledged bargained sold and delivered and by these Presents does bargain
sell and deliver unto the said Wm L.G. Johnston a Certain lot of land
lying and being in Madison County and State aforesaid Known and
described as the East half of Section No Nineteen of Township No Seven
in Range No Two East and Containing three hundred and twenty acres
More or less. To Have and to hold the Same lot of land with all and
singular the appurtenances thereunto belonging or in any wise appertain-
ing unto the said Wm L.G. Johnston their heirs and assigns forever.
And the said John Briggs Junr does bind himself his heirs & to warrant
and defend the title of said land in fee Simple to the said Wm L.G.
Johnston their heirs and assigns forever, And the said John Briggs does
further warrant and defend the title of said lot of land from him-
self his heirs and assigns & and from the Claims of all persons Whatso-
ever unto the said Wm and Saml G. Johnston their heirs and assigns forever,
In testimony Whereof the said John Briggs Jr has hereunto set his
hand and affixed his seal the day and date first above written
N.B The Words "of the County of Hinds & State aforesaid" were interlined before the signing
& sealing of this instrument

Test } Jno W Harris
Thos Jones

John Briggs Junr [L.S.]

The State of Mississippi } Personally appeared before me Wm D Heart
Madison County } an acting Justice of the Peace in and for said County
John Briggs Jr who acknowledge that he Signed Sealed & delivered the
foregoing Deed as his act and Deed for the purposes therein Mentioned
Given under my hand and seal this 17th day of January
1839

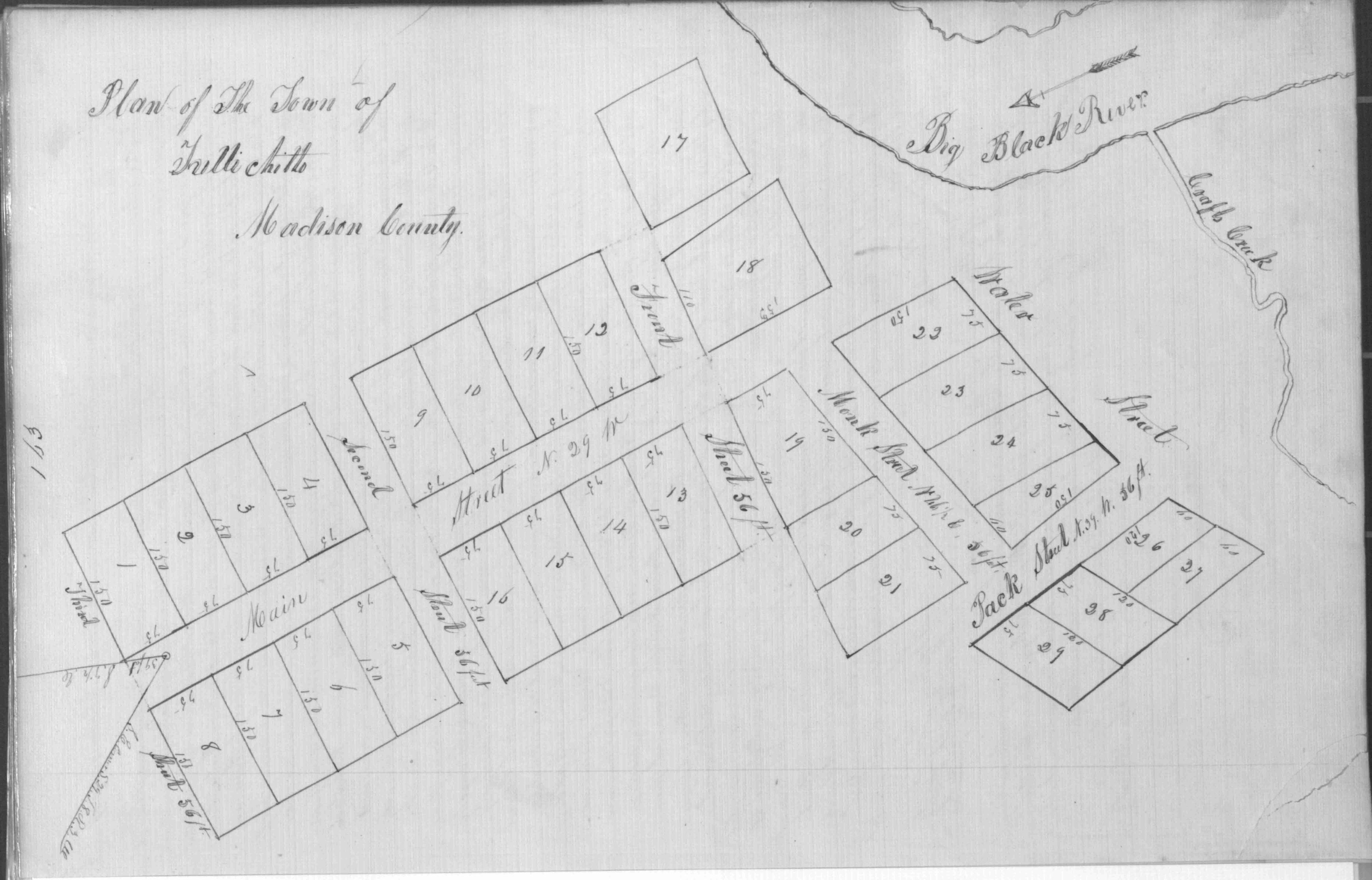
Wm D. Heart [J.P.]




Surveyed & Plan'd for Wm L.G. Johnston

At the request of Wm Bonner I have Surveyed & Caused to be measured
& Marked 8 Lots each Containing Ten Acres, they are ten Chains square
this 2nd of March 1837

Thos H. Gillespie C.S.


Plan of The Town of
Tullichitto
Madison County.
Big Black River
Craft Creek
Water
Street
Pack Street N. 39 W. 56 ft.
Monk Street N. 46½ E. 56 ft.
Street N. 29 W.
Street 56 ft.
Street 56 ft.
Main
Second
Third
Front
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
150
75
110
120

Abram Raley & wife } Received for Record 23rd January & Recorded 5th February 1839
And
Lewis Rogers } This Indenture made this Ninth day — January Eighteen hundred & thirty six between Abraham Raley & Susan his wife of the County of Madison & State of Mississippi of the one part and Lewis Rogers of the County of Holmes & State aforesaid of the other part Witnesseth that the said Abraham Raley & Susan his wife for and in Consideration of the Sum of Two hundred Dollars to them in hand paid by the said Lewis Rogers at and before the sealing and delivering hereof the Receipt whereof is hereby acknowledged and thereof acquit and forever discharge the said Lewis Rogers his heirs Executors & administrators by these presents have granted, bargained sold and Conveyed and by these presents do the grant. bargain sell & convey unto the said Lewis Rogers and to his heirs and assigns forever, all that true & parcel of land lying & being in the County — Madison and State aforesaid and known and designated as the N½. E½. & E¼ of Section 3. of T. 11. of R. No 4 East Containing 319 100 acres More or less together with all and singular the appurtenances thereunto belonging or in any wise appertaining, also all the Estate right title interest property Claim and Demand whatsoever of them the said Abraham Raley and Susan his wife in Law or Equity or otherwise howsoever of in to or out of the same. To Have & to Hold the said land and premises hereby granted with the appurtenances unto the said Lewis Rogers his heirs and assigns forever in fee simple to the only proper use and behoof of the said Lewis Rogers his heirs and assigns forever. And the said Abraham Raley and Susan his wife for themselves their heirs Executors and Administrators do the Covenant promise grant and agree to and with the said Lewis Rogers his heirs & assigns by these presents that they the said Abraham Raley & Susan his wife and their heirs the said above and described land and premises hereby granted with the appurtenances unto the said Lewis Rogers his heirs and against them the said Abraham Raley & Susan his wife and their heirs and against all and every persons and persons whomsoever lawfully claiming or to claim the same shall and will Warrant and forever defend by these presents.

In testimony Whereof the said Abraham Raley & Susan his wife have hereunto set their hands and affixed their seals this day and date first above written

Signed sealed and delivered in Presence of } Abraham Raley [seal]
James Rogers } Susan + her mark Raley [seal]

The State of Mississippi
Madison County ss Personally appeared before the undersigned a justice of the Peace of said County the above named Abram Raley & Susan his wife 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 9th Day of January A.D. 1836
Samuel Hamblin J.P. [seal]

The State of Mississippi
Holmes County-to wit Personally appeared before the undersigned Wilson A Purdam Clerk of the Probate Court of said County Susan Raley wife of Abraham Raley grantor in the foregoing deed to Lewis Rogers. who the said Susan being by me Privately examined separate & apart from her said husband, the said deed having first ascertained to her acknowledged that she signed sealed & delivered the same on the day & date thereof as her act & deed & for the purposes therein mentioned-without fear or or threats from her said husband, and as her voluntary act & deed. — In testimony Whereof I have hereunto set my hand and affixed the seal of my office at Lexington this 1st day of

[seal] Lexington A.D. 1838 W.A. Purdam Clk

Larkin Rogers } Received for Record 23rd January & Recorded 5th February 1839
to
Lewis Rogers } This Indenture made and entered into by and between Larkin Rogers and Elizabeth his wife of the first part, and Lewis Rodgers of the second part this 28th day of September AD 1837 all of the County of Holmes and State of Mississippi Witnesseth that the Party of the first part, for and in consideration of the sum of Eleven hundred and Eighty Dollars in hand paid the receipt whereof is hereby acknowledged hath this day Bargained Sold aliened and Conveyed and do by these presents bargain sell alien and convey unto the party of the second part a certain tract or parcel of land situate lying and being in the County of Madison and State aforesaid known and designated as the South half of East half of South East quarter, and North half of West half of South East quarter of Section Number three Township Number Eleven of Range number four East, lying and being in the district of lands subject to entry at Mount Salles and State aforesaid Containing by Estimate Seventy Eight and 25/100 acres. To Have and to Hold the said tract or parcel of land together with all and singular the appurtenances thereto belonging or in any wise appertaining, there to unto Lewis Rogers party of the second party his heirs and assigns Executors and administrators forever, And against the Claimes Claims of ourselves our heirs Executors and administrators and all manner of persons whomsoever will warrant and forever defend.

In tinder Consideration we have hereunto set our hands and seals this day and date above written.

Larkin Rogers [Seal]
Elizabeth her mark Rogers [Seal]

State of Mississippi }
Holmes County } Personally appeared before me William T. Counts an acting Justice of the peace in and for said County Larkin Rogers who acknowledged that he Signed Sealed and delivered the within written Indenture on the day of the date thereof and for the purposes therein mentioned as his own voluntary act and deed and Elizabeth Rogers his wife who being examined separate and apart from her husband acknowledged that she Signed sealed and delivered the same on the day of the date thereof and for the purposes therein mentioned with-out any threat or fear of Punishment from her said husband as her own free and voluntary act and deed.

Given under my hand and seal this 28th day of September A.D. 1837

Wm T. Counts J.P. [Seal]

State of Mississippi }
Holmes County } I William A Purdom Clerk of the Probate Court in and for said County do Certify that William T. Counts whose signature appears to the within acknowledgement was at the time of signing the same an acting Justice of the Peace in and for said County and that full faith and Credit are due to all his official acts as such.

Given under my hand and seal of office at Lexington this 9th day of Sept 1838

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

Lewis Rogers } Received for Record 23rd January & Recorded 4th February 1839
to
Henry Brown } This Indenture made and entered into this tenth day of November Eighteen hundred and thirty seven, Between Lewis Rogers of the one part and Henry Brown of the other part both of the County of Holmes and State of Mississippi Witnesseth that the said Lewis Rogers for and in consideration of the sum of one Thousand Dollars to them in hand paid the receipt whereof

is hereby acknowledged hath this day granted bargained sold and conveyed and by these presents do the bargain sell & convey unto the said Henry Brown his heirs Executors Administrators and assigns the following tracts or parcels of land to wit South half of the East half of South East quarter, and the North half of the West half of the South East quarter, the East half of the South West quarter. the North half of the East half of the South East quarter, and the South half of the West half of the South East quarter of Section Number three of Township Number Eleven of Range four East, containing Two hundred and Thirty acres more or less, situate lying and being in the County of Madison State of Mississippi To Have and to Hold the said tracts of land together with all and singular the rights members and appurtenances thereunto belonging or in any wise appertaining unto the said Henry Brown his heirs Executors Administrators and assigns forever. in Fee Simple, and the said Lewis Rogers doth hereby Covenant and agree that he will forever warrant and defend the right and title to the aforesaid tracts of land unto the said Henry Brown his heirs Executors Administrators and assigns against the Claims of himself his heirs Executors Administrators and assigns and against the Claims of all persons whatsoever,

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

Lewis Rogers

The State of Mississippi }
Holmes County } Personally appeared before me Lewis Rogers who acknowledged that he signed sealed & delivered the foregoing deed to Henry Brown on the day & year therein written & for the purposes therein specified as his own proper act & deed,

Given under my hand & seal this 10th day November 1837

A. Wilson J. P. [Seal]

The State of Mississippi }
Holmes County } I A Wilson A Purdom, Clerk of the Probate Court for the County of Holmes in the State of Mississippi do Certify that Abner Wilson whose signature appears to the above acknowledgment, was at the time of taking the same an acting Justice of the Peace for the County above named and that full faith and Credit are due to all of his official acts as such.

Given under my hand and seal of office this 20th Augt 1838

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

A. T. Rogers & Deed
Henry Brown } Recorded for Record 22nd January & Recorded 5th February 1839

Know all men by these Presents that — A. T. Rogers of Madison County State of Mississippi and Keziah Rogers his wife for and in Consideration of the Sum of Three thousand Six hundred dollars to them in hand paid by Henry Brown of said County at and before the sealing and delivering hereof the receipt whereof is hereby acknowledged have granted bargained and sold released and confirmed and by these presents do grant, bargain sell release and confirm unto the said Henry Brown his heirs and assigns all their Estate, right, title interest, property claim and demand whatsoever of unto or out of a certain tract of land lying and being in the County aforesaid and more particularly known and designated as the North East fourth, and North half of the South East fourth of Section number Ten, Township Number Eleven of Range number Four East containing 239 7/100 acres together with all and

singular the rights and Numbers thereunto belonging or in any wise appertaining. To Have and to Hold the said tract of land hereby granted or intended so to be with the appurtenances unto said Henry Brown his heirs and assigns forever. And the said A. T. Rogers and his heirs the said granted land unto the said Henry Brown against him the said Rogers or his wife and against every person or persons lawfully claiming under them or any of them persons whatsoever shall and will warrant and forever defend by these Presents.

In Witness Whereof We have hereunto Set our hands and affixed our Seals this 28th day of December 1837

Signed Sealed and delivered in presence of }

A. T. Rogers [Seal]
Keziah Rogers [Seal]

State of Mississippi } Personally appeared before me Saml Henrdlin an acting
Madison County } Justice of the Peace in and for said County Alexander
T. Rogers 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 Keziah Rogers wife of the before mentioned A. T. Rogers who acknowledged that She Signed Sealed and delivered the above deed on the day and year therein mentioned as her own voluntary act and deed and not from any threat fear or Compulsion of her said Husband. but for the express purposes therein mentioned.

Given under my hand and Seal this 28th Day of December A.D. 1837.

Saml Henrdlin J. P. [Seal]

Bullitt Shipp & Co } Received for Record 5th January & Recorded 6th February 1839
And }
James M. Gill & Co }

Whereas William Bullitt in his lifetime. William Shipp in his lifetime, William Ferriday and Henry S. 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 seventh day of March A.D. 1833 and Recorded in Book A. Page 728 of the Record of Deeds in the Clerks office of Madison County State of Mississippi and also in Book A 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 said Henry S. Bennett, and Whereas the said William Shipp departed this life leaving his last will and testament whereby his Executors David Hunt Thomas Henderson and Sylvester 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 Sims. Agnes Bullitt who intermarried with Theodore H. McCaleb and Octavia P. Bullitt. Irene D. Bullitt William Bullitt and Emma Bullitt; and Whereas the four last named Children and heirs of William Bullitt deceased being Minors Samuel Davies 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 June 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 25th Day of February A.D. Eighteen hundred and thirty seven 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. McCalob and Agnes McCalob his wife. Octavia Bullitt Weldon aforesaid.— And David Hemt. Thomas Henderson and Sylvia Buckner Executors of the last will and testament of William Shipp 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 Twelve hundred Dollars to them in hand paid by James McGill 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 James McGill 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 of Section No Seventy four, also the East half of the South East quarter of Section Seventy three all in Township No Ten of Range No Two East, Containing One hundred and Sixty and 75/100 acres be the Same More or Less. Together with all and Singular the advantages hereditaments appurtenances and privileges unto the above described and hereby conveyed premises belonging or in any wise appertaining: To Have and to Hold said premises with the appurtenances unto the said James McGill his heirs and assigns forever, and the said William Ferriday. Henry L Bennett James Jones and Theodore H. McCalob for themselves their heirs. Executors and administrators do Covenant and agree with the said James McGill his heirs and assigns that they the said William Ferriday Henry L Bennett James Jones and Theodore H McCalob their heirs. Executors and administrators will warrant and defend the above described and hereby Conveyed premises with the appurtenances unto the said James McGill 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 Hemt. Thomas Henderson and Sylvia Buckner Executors as aforesaid do Covenant and agree with the said James McGill his heirs and assigns, that they the said David Hemt. Thomas Henderson and Sylvia Buckner as Executors aforesaid have full authority and power by the last Will and testament of said William Shipp to sell and Convey all the undivided interest right and part of the above described 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 the said James McGill his 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 and 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 Jones his wife, Theodore H. McCalob and Agnes his wife Octavia Bullitt. and David Hemt. Thomas Henderson and Sylvia 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 25th day of February A.D. Eighteen hundred and thirty Seven

William Ferriday [L.S.]
Helen. C. Ferriday [L.S.]
Henry L. Bennett [L.S.]
Matilda A Bennett. [L.S.]
James Jones [L.S.]
Mary E. Jones [L.S.]
Theodore H. McCalebs Agnes McCaleb [L.S.]
By their Atto Wm Gaulby [L.S.]
Octavia A. Bullitt [L.S.]
David Hunt [L.S.]
Tho Henderson Exr [L.S.]
Sybille Buckner Exr [L.S.]
Samuel Davies Guardian [L.S.]

State of Louisiana } District Court of the United States in and 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 Pomier McGill of One hundred and Sixty one 78/100 acres of land Situate lying and being in the County of Madison in the State of Mississippi for all the purposes therein mentioned.

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

Saml H. Harper

The State of Mississippi }
Adams County } Before me Ralph North Clerk of the Probate County the County and State aforesaid Personally Came and appeared the within named William Ferriday and Helen C. Ferriday in their own right, David Hunt. Thomas Henderson and Sybille Buckner Executors of the last Will and testament of William Bullitt deceased, and Samuel Davies Guardian of Octavia P. Irene. S. 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 named. they Signing severally in their own rights, as Executors, and as Guardian, as above Specified. and the said Helen. C. 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 [L.S.] Office the 28th Day of April A.D. 1837

Ral North Clerk

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County the within named William Gaulby Attorney in fact for Theodore H. McCaleb and Agnes McCaleb his wife and acknowledged that he signed Sealed and delivered the foregoing 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 5th Day of January A.D. 1839

John T. Cameron Clerk

Killis Walton et ux } Received for Record 9th January & Recorded 6th February 1839
Dud.
Thomas Donohoo } State of Mississippi
Madison County } Know all Men by these Presents that
we Killis Walton and Margaret Walton of the County and State aforesaid
for and in Consideration of the Sum of Dollars to us in hand paid
by Thomas Donohoo of the County & State aforesaid the Receipt whereof is hereby
acknowledged have this day Granted Bargained & sold & by these Presents
do grant bargain & sell unto the said Thomas Donohoo his heirs and
assigns forever the following tract or parcel of land lying and being in the Town
of Canton in the County & State aforesaid Bounded & described as follows. to
wit. Beginning at a Stake in the Range line between Ranges Two and Three
East. it being the South West Corner of Lot No 4 in Square No 5. thence South
with said Range line feet to a Stake. Samuel Thornhills North West
Corner. thence East with his line feet to a Stake. thence North with
said Thornhills line feet to a Stake. thence West feet
to the Beginning containing more or less. together with
all and singular the hereditaments and appurtenances thereunto belonging
or in any wise appertaining to the said Thomas Donohoo his heirs and assigns
to his and their only proper use benefit & behoof forever. To Have and to hold
the above described and hereby granted premises with the appurtenances unto
the said Thomas Donohoo his heirs Executors Administrators and assigns
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 Thomas Donohoo his heirs Executors, Administrators and assigns
that the title to the aforegranted Premises they will and their heirs Executors
and administrators shall, Warrant and by these Presents forever defend a-
gainst the lawful or equitable Claim & Claims of all and every person or
persons whomsoever Claiming or to Claim the same or any part thereof.

In testimony Whereof the said Killis Walton and Margaret his
Wife have hereunto set their hands and affixed their seals this 9th Day of
January AD 1839

Killis Walton seal
Margaret Walton seal

The State of Mississippi
Madison County ss } Personally appeared before me John L Cameron Clerk
of the Probate Court of said County the above named Killis Walton and Margaret
Walton his Wife who acknowledged that they signed sealed and delivered the fore-
going Deed on the day and year and for the purposes therein mentioned as their act
and Deed. And the said Margaret Wife of said Killis Walton 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 their own
accord without the fear threats or Compulsion of her husband.

Given under my hand and seal of office at Canton this 9th
day of January A.D. 1839

John L Cameron Clerk

Harrold & Smith Admrs } Received for Record 7th January & Recorded 6th February 1839
Dud
Nicholas Callicham } This Indenture Made and entered into on this fourth
day of January in the year of our Thousand Eight hundred and thirty nine between
William E Harrold and John Smith as Administrators of all and singular
the goods and Chattels, rights and Credits, which were of the Estate of
Franklin P Milam Dec^d at the time of his death, with the last Will and

testament of the said Franklin P. Wilson deceased annexed both of the County of Madison and State of Mississippi of the first part, and Nicholas Callicham of the County and state aforesaid of the other part, Witnesseth that the said Parties of the first part as Administrators as aforesaid at the May Term 1838 of the Madison County Probate Court by Petition obtained an order of Said Court, (in accordance to the statutes in such case made and Provided) to sell at Public auction to the highest bidder on a Credit of One & two years all the right title and interest which the said Franklin P. Wilson has in and to the following described tract or parcel of land situated lying and being in the County and State aforesaid and described as follows (to wit) The South half of the North West quarter, and the South half of the West half of the North East quarter of Section Twenty two, Township Eleven Range four East, And Whereas the parties of the first part as administrators as aforesaid after having advertised the time and place of said sale according to Law proceeded on the 25th day of September 1838 to sell at all the right title and interest of the said Franklin P. Wilson dec'd in and to the above described tract or parcel of land at Public auction to the highest bidder on a Credit of one & two years When the same was Knocked off to Nicholas Callicham for the Sum of One hundred and fifty two Dollars and forty Cents he being the highest and best bidder for the same. And Whereas the said Nicholas Callicham having made payment of the Purchase money aforesaid the receipt whereof is hereby acknowledged. We the parties of the first part as Administrators as aforesaid by virtue of the power vested in us and in Consideration of the sale and purchase and in Consideration of the Premises have bargained sold and conveyed and do by these Presents bargain sell and convey unto the said Nicholas Callicham his heirs & all the right title and interest of the said Franklin P. Wilson dec'd in and to the above described tract or parcel of land together with all and singular the hereditaments and appurtenances thereunto belonging and in anywise appertaining. To Have and to Hold the same unto the said Nicholas Callicham his heirs Executors & Administrators forever, The above deed was interlined before signing & sealing).

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

Wm E. Harrold Adm'r seal
John Smith Adm'r 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 William E Harrold and John Smith Administrators with the Will annexed of Franklin P. Wilson dec'd and acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein Mentioned as their act and deed as administrators as aforesaid for the purposes therein specified.

Given under My hand and seal of office at Canton this 7th Day of January A.D. 1839

John T. Cameron Clk

Wm E. Gillespie } Received for Record 8th January & Recorded 6th February 1839
and
George Crockett } This Indenture Made and entered into on this Eight day of January one thousand Eight hundred and thirty nine Between William E. Gillespie of the County of Madison and State of Mississippi of the first part, and Georg Crockett of the County of Davidson and State of Tennessee of the other part Witnesseth That the said

William E Gillespie of the first part for and in Consideration of the Sum of Five thousand Dollars to him in hand paid by the said George Crockett of the second part, the receipt whereof is hereby acknowledged hath granted bargained sold and quit Claimed, and do by these presents bargain sell and quit Claim unto the said George Crockett him his heirs and assigns forever the following described tracts or parcels of land situated lying and being in the Counties of Madison and Leake and State of Mississippi (to Wit) in the County of Madison Township Ten Range four East. The South East quarter. North West quarter. West half North West quarter. North half South West quarter of Section twenty one. Containing one hundred and ninety Eight and a half acres. Also the North West quarter and East half South East quarter of Section Seventeen. Containing Two hundred and Thirteen acres and a half. Also the following described tracts or Parcels of land lying in the County of Leake & State aforesaid in Town-ship Eleven Range six East, The East quarter of the North half of Section thirteen. The South quarter of the East quarter— the South East of Section Twelve. The West half of the North West quarter of Section Twenty four. The North East quarter of the North East quarter of Section Twenty three in all Three hundred and twenty acres. Also in Township Eleven Range seven East, The North West quarter of Section Eighteen, the South West quarter of the South West quarter of Section Seven. Also the West half of the North East quarter of Section Eighteen. all of which amounts to Two hundred and Eighty acres. together with all and Singular the hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining. And also all the right title interest and Claim which he the said Party of the first part has or and to the above described lands and tenements both in Law and Equity. To Have and to Hold the Same with all and Singular the appurtenances thereunto belonging unto the said George Crockett him his hers and assigns forever. The said William E Gillespie do not warrant the title to any of the above discribed lands, nor any thing else in regard thereto, and merely conveys all of his right title and interest in and to the same without any warranty whatever— In testimony Whereof I the said William E Gillespie of the first part hath hereunto set my hand and seal on the day and year above written.

William E Gillespie [Seal]

The State of Mississippi } Personally appeared before me John T Cameron
Madison County } Clerk of the Probate Court of said County the above named William E Gillespie and 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 8th Day of January A.D. 1839

[Seal]

John T. Cameron Clerk

* * *

S. M. Flournoy Sheriff } Received for Record 8th January & Recorded 7th February 1839
Deed
A. L. Barlow } This Indenture made and entered into the seventh day of January Anno Domini 1839 by and Between Samuel M. Flournoy Sheriff of Madison County State of Mississippi of the first part. and Alonzo L. Barlow of the same State and County Witnesseth that.

Whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid at the April Term of said Court viz on the 26th Day of April 1836. at the Suit of James M. Norment vs William Newsomb and Writ of Fieri Facias issued from the office of the Clerk of the Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid Commanding him that of the goods and Chattels Lands and Tenements of the said Newsomb he Cause to be made the Sum of five hundred and thirteen 33/100 Dollars with interest and Cost of Suit. and the said Sheriff Proceeded to Levy the said Writ of Fieri facias on the personal property of the said Newsomb and took a forthcoming bond for the delivery of the Same with John R. Herbert. Alonzo D. Barlow. and Benjamin M Clopton security. Which Bond was forfeited and a Writ of Fieri facias on Bond was issued and Levied on the following Lots or Parcels of Ground in the Town of Madisonville as the property of the said Barlow and Clopton viz Lots 155, 156, 157 in Square No 2. a Dwelling House situated on on Lot 157. and on all the right title interest and Claim of the said B M Clopton in and to Lot No 270 with a Work Shop thereon. fronting 150 feet on the West side of Lafayette Street and feet on Main Street in the aforesaid Town of Madisonville and returned the same to the office of the Clerk of the Circuit Court aforesaid on which a Venditioni Exponas issued Commanding the said Sheriff to Expose the aforesaid Lots to Public Sale, and the said Sheriff in Conformity of said Writ Proceeded on the day and year aforesaid after Advertising the same for thirty days Previous in the Canton Herald to Expose to public Sale all the right title interest and Claim of the said Barlow and Clopton in and to Said Lots or parcels of Ground. As directed as aforesaid. and A D Barlow appeared and bid One hundred and twenty Dollars for all of Said Lots which was More than any other person did or would bid. Now Therefore for and in Consideration of the aforesaid Sum of One hundred and twenty Dollars. I the said Samuel M. Flournoy Sheriff as aforesaid do hereby bargain Sell and Convey to the said A.D. Barlow all the right. title Interest and Claim of Said Barlow and Clopton in and to said lots of ground.

In testimony Whereof I have hereto set my hand and affixed my seal the day and date first written.

S. M. Flournoy Sh'ff [Seal]

The State of Mississippi } Personally appeared before me John T. Harrison
Madison County } Clerk of the Probate Court of said County the within 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 as aforesaid for the purposes therein Specified.

Given under my hand and seal of office at Canton this 8th Day of January A.D. 1839

[Seal]

John T. Harrison Clerk

William M. Murdock } Received for Record 9th January & Recorded 7th February 1839
Deed
James Adams } This Indenture Made the 29th day of November in the year of our Lord one Thousand Eight hundred and thirty eight Between William M. Murdock of Carroll County in the State of Mississippi of the first part, and James Adams of the County of Madison and State aforesaid of the other part, Witnesseth that for and in Consideration of Sixty Dollars in hand Paid to the said William M. Murdock at or before the Sealing and delivery of these Presents the receipt whereof is

hereby acknowledged and the said James Adams his heirs Executors or administrators forever released and discharged there from by these presents hath granted bargained sold Conveyed and Confirmed & and by these presents doth grant bargain sell convey and Confirm unto the said James Adams his heirs or assigns forever all that tract Piece or parcel of Land situate lying and being in the County of Madison Known and designated as the South half of the West half of the South East quarter of Section No thirty Township Eight Range Am East, Containing forty acres more or less. together with all and singular the appurtenances hereditaments, Privileges and advantages whatsoever unto the above described premises belonging or in any wise appertaining, and also all the Estate, right title, interest property and Claim whatsoever either at Law or in Equity of him the said William M. Murdock and his heirs of in and to the same, To Have and to Hold the above granted bargained and described premises with the appurtenances unto the said James Adams his heirs and assigns forever; And the said William M Murdock for himself his heirs Executors and administrators doth covenant grant promise and agree to and with the said James Adams his heirs and assigns, that he the said William M. Murdock and his heirs Executors & Administrators the above described and hereby granted Premises and every part thereof with the appurtenances unto the said James Adams his heirs and assigns against the said William M. Murdock and his heirs or Administrators and against all persons 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 William M. Murdock hath hereunto set his hand and seal the day and year above written signed sealed and delivered in presence of

Tho^s Rhodes

William M. Murdock Seal

The State of Mississippi } Personally appeared before me Thomas Rhodes Clerk
Carroll County } of the Probate Court of said County, the above named William M. Murdock who acknowledged that he signed sealed and delivered the above deed on the day and year therein mentioned as his act and deed

Seal

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

Tho^s Rhodes Clerk

Thomas Ousley } Miss } Received for Record 9th January } Recorded 7th February 1839
And
Hendricks & Celear } This Indenture Made and entered into the 23rd day of May in the year of our Lord one thousand Eight hundred and thirty Eight Between Tho^s Ousley and his Wife Priscilla Ousley of the County of Madison and State of Mississippi of the first part and John M. Hendricks and Hiram Celear of the County of Yazoo and State aforesaid of the second part Witnesseth that the said parties of the first part for and in Consideration of the sum of Eight hundred Dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant bargain sell convey and confirm unto the said party of the second part their heirs and assigns forever a certain tract, parcel or lot of land situate lying and being in the County of Madison and State aforesaid and known and designated in the Office of the Surveyor General of Mississippi as the South half of the West half of the South West quarter of Section number Nine in Township Number Ten of Range number four East, Containing Thirty Nine and twenty six one hundredths acres in the District of lands

directed to be sold at Columbus Mississippi. together with all and singular the rights, privileges and appurtenances thereunto belonging or in any wise appertaining, To Have and to hold the above bargained and granted premises to them the said parties of the second part their heirs and assigns forever, and the said party of the first part doth Covenant and agree to warrant and forever defend the right and title of the above granted premises unto them the said parties of the second part. their heirs and assigns against the Claim or Claims of any person or persons whomsoever,

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

Signed Sealed and acknowledged in the presence of
H.L.C Bowman

Thomas (his mark) Ousley [Seal]
Priscilla (her mark) Ousley [Seal]

The State of Mississippi }
Madison County } Personally appeared before the undersigned an acting Justice of the Peace in and for said County Thomas Ousley who acknowledged that he Signed Sealed and delivered the above and foregoing Deed on the day and year therein mentioned as his own act and deed. Also Priscilla Ousley wife of the above named Thomas Ousley who being by me examined Separate and apart from her said husband acknowledged that she Signed Sealed and delivered the above and foregoing Deed on the day and year therein mentioned as her own voluntary act and deed and not from any threat fear. Compulsion or persuasion of her said husband.

Given under my hand and seal this 15th day of August 1838

Saml Hamblin J.P. [Seal]

Killis Walton } Received for Record 9th January & Recorded 8th February 1839
Deed
John Munn } State of Mississippi }
Madisone County } Know all men by these Presents that Killis Walton and Margaret Walton his wife of the County and State aforesaid. for and in consideration of the Sum of Eleven Hundred and fifty Dollars to them in hand paid by John Munn of said County and State of said County and State the receipt whereof is hereby acknowledged, have granted, bargained. Sold and Conveyed, and do by these Presents bargain Sell. alien. enfeoff and Convey in fee Simple to the said John. Munn. the following tract or Parcel of land in the County aforesaid and near the Town of Canton and Situate in the West half of the North East quarter, and the East half of North West quarter of Section No 19 Township No 9 Range 3 East, on the map of lands in said County, and described and bounded as follows (to wit.) Commencing on the South East Corner of a Lot now held by John H. Rollins. thence running East on the Continuation of Centre Street of said Town Seventy Eight Rods and 12 feet, thence running due North 103 Rods to the land now held by Samuel L. Livingston. thence West along Livingstons line Seventy Eight Rods and Twelve feet, thence South 103 Rods to the beginning, all of which land included in said boundary is hereby Conveyed Except a Strip of land 12 feet in Width and 170 yards in length on the South West part thereof and extending along the Eastern boundary of John H Rollins aforesaid lot, and one undivided Half of said last Mentioned Strip of land only is included in this Conveyance) containing by Computation Eighteen Acres and four Rods be the same more or less. together with all the improvements and appurtenances thereunto belonging including the fence now Constructed and Standing on the Western boundary of the tract of land hereby Conveyed except the interest which the said Rollins has to the Southern part of said fence, and including also a fence on the Eastern boundary of said tract of land which the said Killis Walton hereby agrees to Construct through the Whole extent Thereof. To Have and to Hold the

aforegranted Premises unto the said John Mann and to his heirs and
Assigns forever. And the said Willis Walton and Margaret his Wife for
themselves their heirs Executors, Administrators do hereby Covenant and agree
with the said John Mann and his heirs and Assigns that they are seized in fee
of the aforegranted Premises, that the same are Conveyed free and quit of all
incumbrances, and that they hereby Warrant and will forever defend unto him
the said John Mann, his heirs and Assigns the title, in fee Simple to the
aforegranted Premises against the Claims of all persons whatsoever.

In testimony Whereof We hereunto Set our hands and Seals this
9th day of January 1839

the Words "And the East half of North West quarter" ten lines from top of first page were interlined before Signing Test J. C. Tubber

Willis Walton [Seal]
Margaret Walton [Seal]

The State of Mississippi } Personally appeared before me John. J Cameron
Madison County } Clerk of the Probate Court of said County the within
Named Willis Walton and Margaret Walton his Wife who acknowledged
that they Signed Sealed and delivered the Within and foregoing Deed
on the day and year therein named as their act and deed for the purposes
therein Specified. And the said Margaret the Wife of said Willis
Walton on a Private examination 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
and Without the fear threats or Compulsion of her said husband for the
purposes Therein Set forth.

Given under My hand and Seal of Office at Canton
this 9th Day of January A.D. 1839

[Seal]

John J Cameron Clerk

M. L. Cook and John Hancock } Received for Record 12th January & Recorded 8th February 1839

This Indenture Made this twenty Eighth day of September in
the year of our Lord One thousand Eight hundred and thirty Eight Between McKinney
L. Cook and his Wife Emmett A. Cook of Hinds County State of Mississippi
of the one part and John Hancock of Madison County in said State of the
other part Witnesseth that for and in Consideration of the Sum of One thousand
Dollars to them in hand paid by the said John Hancock to the said McKinney
L. Cook and Emmet A. Cook, and the said McKinney L. Cook and Emmet A. Cook
having this day bargained and sold unto the said John Hancock, and do by
these Presents fully alien enfeoff. convey and Confirm unto the said John Hancock
his heirs and Assigns forever a Certain tract or parcel of land lying and being
in Madison County and State of Mississippi to wit. The East half of the
South East quarter of Section Thirty One in Township Eight of Range Two
West in the Choctaw District. Containing Eighty Acres. To Have and to hold
the above discribed tract or Parcel of land with all and Singular the appurtenances
and hereditaments thereunto belonging or in any wise appertainning
unto the said John Hancock his heirs and Assigns forever. And We the
said McKinney L. Cook and Emmett A. Cook for ourselves our heirs Executors
and Administrators do hereby Covenant and agree to and with the said
John Hancock his heirs Executors Administrators & Assigns that we
will Well and truly Warrant and forever defend the above bargained
land and Premises from the legal Claims or Claims of any Person or

persons Whatever. In testimony Whereof We the said McKinney L Cook and Samuel L Cook have hereunto Subscribed our names and affixed our seals the day and year first above written

McKinney L. Cook [Seal]
Samuel Cook [Seal]

State of Mississippi
Madison County } Personally appeared before Wm Varnell an acting Justice for said County McKinney L Cook who acknowledged that he signed Sealed and delivered the foregoing Deed for the purposes therein expressed. — appeared before — at the same — Samuel L Cook who being examined by me Separate and apart from her husband acknowledged that she signed the foregoing Deed Without any fear threats or Compulsion from her said husband, but as her own voluntary act and deed. Signed Sealed and delivered before me this 9th of October 1838

Wm Varnell J.P. [Seal]

William Joiner Received for Record 15th January & Recorded 8th February 1839
Deed } State of Mississippi }
Charles Riley } Madison County } Whereas by an act of the Legislature of the State of Mississippi entitled an act to incorporate the Town of Sharon in the County of Madison and for other purposes. Approved May 15th 1837 the said Town having been incorporated under the superintendance of a Board of Councellors Styled "The President and Council of the Town of Sharon" And Whereas also by said act the Corporate limits of said Town were extended so as to make a square of One Mile and a half in each direction, and that William Joiner was seized in fee within the limits of said Corporation of the following described lots or parcels of land to Wit Lot Number Six Containing Ten acres More or Less. and the South half of Lot Number Five Containing Five acres More or Less. Said Lots being a portion of the East half of the North East quarter of Section Six Township Nine. Range Four East, as will appear by a Plat made by the County Surveyor of the County aforesaid William H Gillespie and dated the 2 day of March AD 1837. Now Therefore, Be it Known to all men by these Presents. that I William Joiner for and in Consideration of the Sum of Seven hundred Dollars in hand paid the receipt whereof is hereby acknowledged by Charles Riley both of the County and State aforesaid have, given, granted, bargained Sold and Conveyed unto the said Charles Riley, and by these Presents do give give grant, bargain Sell and Convey to said Charles Riley his heirs and assigns the above described lots or parcels of land together with all the improvements hereditaments and appurtenances in any Wise thereunto belonging To Have and to Hold to the said Charles Riley and to his heirs and assigns forever. Subject to the Conditions Nevertheless as herein afterwards to be specified in this Deed. And the said William Joiner for himself and his heirs and assigns. do hereby Covenant and agree with the said Charles Riley his heirs and assigns that he is seized in fee of the aforegranted Premises. that the same are Conveyed free and quit of all incumbrances (Except as to the Conditions to be herein Specified) and that he hereby Warrants and will ever defend the same against the Lawful or Equitable Claims of all Persons Whatsoever; Provided Nevertheless that this Conveyance is made Subject to the following Conditions to Wit. That the said Charles Riley binds himself his heirs and assigns firmly by these presents, that he will not nor shall his heirs or assigns ever at any time permit on the aforegranted Premises the Vending of Ardent Spirits Gambling, or any Species of Vice or immorality which will tend to defeat the great objects Proposed to be effected by the Legislature Now in force incorporating said Town. And in Case of the violation of any of the Conditions

herein Specified by the said Charles Riley his heirs or assigns. then and in that Case the Premises above described to revert to and belong to
But and in Case the Condetions are Complied with and not
violated by the said Charles Riley his heirs or assigns then this deed to be of
full force and virtue in law and Equity. And Elizabeth Wife of the
said William Joiner in Consideration of One Dollar to her paid by the
said Charles Riley the receipt whereof She does hereby acknowledge do the
release to the said Charles Riley his heirs and assigns all her right and
title of Dower in the aforegranted premises.
In testimony Whereof I the said William Joiner and
Elizabeth my wife have hereunto set our hands and seals this Seventh
day of February A.D. 1839
Signed Sealed and delivered in presence of us

William Joiner [Seal]
Elizabeth her mark Joiner [Seal]

State of Mississippi
Madison County } Personally appeared before me James M Baker an
acting Justice of the Peace in and for said County William Joiner who
acknowledged that he Signed Sealed and delivered the foregoing deed
for the purposes therein expressed the day and year above written.
At the same time Personally appeared Elizabeth Joiner the wife
of the said William Joiner who acknowledged that she signed Sealed
and delivered the foregoing deed without fear or threats of her said
husband but voluntarily and of her own Choice.
Given under my hand and seal this 7th day
of February 1839

James M Baker J P [Seal]
and Ex Officio Public

Benjamin Harrison } Recorded for Record 11th January & Recorded 8th February 1839
Marriage Contract
Esther Curtis }
Whereas a Marriage is expected to take place this evening
between Esther Curtis & Benjamin Harrison the first of the County of Madison and
the second of the County of Copiah both of the State of Mississippi and Whereas
the said Esther Curtis is resolved to secure to herself all the Property which
she now possess and retain it subject to her future disposition. Therefore
be it Known that in Consideration of the intended Marriage and all other
Considerations whatsoever I am to retain all the property which I now
possess in my own right reserving to my self the future disposition of the
same. together with all that I may hereafter inherit. the land and
property which I now own in my own right is as follows to wit Three-
hundred & forty acres in Madison County & State aforesaid. Also four
Negroes to wit. Tom a man about twenty seven. Milly about twenty
one, Maria about seventeen, & Mitchell about twenty one Month old
Now in Consideration of the fact that the said Benjamin Harrison has
agreed to pay all the debts which I have Contracted. he is to have the
Exclusive Control of all the foregoing property together with the Personal
Property which I now have in my possession during our Coexistence re-
-serving to my self the right to Control & enjoy person whatsoever any
part or the whole of the foregoing Land & Negroes. It is also
agreed that the property we may hereafter make is to be
equally divided between us and our Children if we have
any and if we should have more than one Moiety is to go to his

Children & the other to mine = In testimony whereof we do here unto
Set our hands and seals this twenty fifth day of November AD 1838
Test M. Calhoon
R. M. Cox
Esther Curtis Seal
B. G. Harrison Seal

The State of Mississippi Personally appeared before me John T. Cameron Clerk
Madison County ss } of the Probate Court of said County Ramsay M. Cox
One of the subscribing Witnesses to the foregoing written instrument who being first
duly sworn Deposeth and saith that he saw the above named Esther Curtis and
Benjamin Harrison Sign Seal and deliver said instrument on the day and year
it bears date and that he this Deponent subscribed his name thereto as a Witness
in their presence and in presence of M Calhoon the other subscribing Witness who
also signed the same as such in presence of said Parties and of this Deponent on
the day and year in said instrument mentioned.

Seal

Given under my hand and Seal of Office at Canton
this 16th Day of January AD 1839
John T. Cameron Clerk

J. H. Vannoy } Received for Record 16th January & Recorded 8th February 1839
Asst }
J. T. Leaving } Know all men by these Presents that I Joseph H. Vannoy
of the County of Madison & State of Mississippi for and in Consideration of
the Sum of One hundred and Sixty five Dollars to me in hand paid by
John T. Leaving of the same County and State the receipt whereof I do hereby
acknowledge do by these Presents grant bargain sell and convey and
by these Presents have given granted bargained sold and conveyed and
confirmed unto the said John T. Leaving his heirs Executors Administrators
and assigns a Certain tract or Parcel land lying situate and being in
the County of Madison and State of Mississippi containing four acres it
being the North East Corner of the South half of the West half of the South-
West quarter of Section No Twenty four Township No Nine Range Two East.
beginning at the North East Corner of said forty acre tract and running
South with the line seven hundred and ninety links to a Stake thence
West Six hundred and thirty two links to a Stake, thence North seven
hundred and ninety links to a Stake, thence East Six hundred and
thirty two links to the beginning together with all and Singular the
privileges and appurtenances to the said parcel or tract of land in
any wise appertaining and belonging. To Have and to hold the above
granted premises to him the said John T. Leaving his heirs and assigns
to his and their use and behoof forever, And I the said Joseph H.
Vannoy for myself my heirs Executors and Administrators do Covenant
to and with the said John T. Leaving his heirs and assigns that I am
lawfully seized in fee of the aforegranted Premises that they are free
from all incumbrances that I have good right to sell and convey the
same to the said John T. Leaving as aforesaid, and that I will and my
heirs Executors and administrators shall warrant and defend the
same to the said John T. Leaving his heirs and assigns against the
lawful demands of all Persons whatsoever. And I Charlotte H
Vannoy Wife of the said Joseph H Vannoy in Consideration
of the Dollars to me in hand paid the receipt whereof I do
hereby acknowledge do hereby release to the said John T. Lea-
ving his heirs and assigns all my right and title of Dower in the aforesaid
Premises = In testimony whereof I the said Joseph H.

H. Vannoy and Charlotte L. My Wife hereunto set our hands and affixed our Seals this the 12th Day of January 1839

Joseph H. Vannoy {Seal}
Charlotte L. Vannoy {Seal}

The State of Mississippi
Madison County } Personally appeared before me John F. Cameron Clerk of the Probate Court of said County the above named Joseph H. Vannoy and Charlotte L. Vannoy 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 and the said Charlotte L. Wife of said Joseph H. Vannoy being by me examined separate and apart from her husband acknowledged that she signed sealed and delivered the said Deed as her voluntary act and deed freely and of her own accord for the purposes therein specified without the fear threats or compulsion of her said husband

{Seal} Given under my hand and seal of office at Canton this 16th Day of January A.D. 1839
John F. Cameron Clerk

J. M. Flournoy Sheriff } Received for Record 17th January & Recorded 8th February 1839
And
Rollins & Drane } This Indenture made this the seventh day of Nov-
ember Eighteen hundred and thirty nine Between Samuel M Flournoy Sheriff of Madison County and State of Mississippi of the one part, and John H Rollins and Wesley Drane of the County and State aforesaid of the other part Witnesseth that Whereas John F. Saunders and Whereas in the said Court remaining more fully appears. And Whereas the said Plaintiff Prosecuted on the judgment aforesaid, out of Court aforesaid a Certain writ of the State Commonly Called Execution, directed to the Sheriff of Madison County aforesaid by which said writ it was Commanded the said Sheriff that of the goods and Chattels lands and tenements of the said John F. Saunders he should make or Cause to be made the Sum of Two hundred and twenty Six Dollars and fifty six Cents with interest at Eight per Cent per Annum until paid. Also the Sum of Seventeen Dollars and Eighty seven & half Cents Cost, and that he should have on a Certain day there mentioned before the Judge aforesaid to render to the said Plaintiff together with that writ which should from the Clerk of the said Court on the twenty third day of Novem-
ber Eighteen hundred and thirty Eight and Come to the hands of the said Samuel M. Flournoy Sheriff of said County on the Twenty third day of November Eighteen hundred and thirty Eight to be executed, and Whereas the said Sheriff by virtue of said writ to him directed as aforesaid as from the said writ and return (reference being had thereto) will more fully appear. And Whereas — Sheriff as aforesaid in pursuance of the said writ of Execution and according — — statute in such Case made and provided having first duly and legally advertised and made Known the Same did on the fourth day of January Eighteen hundred and thirty nine at the Court House door in the town of Canton in the County of Madison offer to sale by Public Vendue or auction to the highest bidder for Cash and did then and there (at the time Prescribed by Law) Publicly — the aforesaid Lot or parcel of land with the appurtenances to the same belonging and all the Estate, right, title Claim and interest of the aforesaid defend-
ant John F. Saunders into and over the same And Whereas the said John H. Rollins and Wesley Drane did then and there bid for the same the same

of Two hundred and fifty Dollars, and no person bidding more, the said Lot or parcel of land and premises with the appurtenances was in due manner struck a penny off and sold to the said John H Rollins and W. Brame for the sum of Two hundred & fifty Dollars. Whereupon to Confirm the said purchase to the said John H Rollins and Wesley Brame so as aforesaid made This Indenture Witnesseth that the said Samuel M. Flowers my Sheriff of Madison County aforesaid for and in Consideration of the Sum of Two hundred and fifty Dollars to him in hand paid by the said John H Rollins and Wesley Brame the receipt whereof is hereby acknowledged by virtue of his office the Laws of the State aforesaid hath granted, bargained and sold, aliened enfeoffed and confirmed and by these presents doth grant bargain and sell alien enfeoff and Confirm unto the said John H Rollins & Wesley Brame their heirs and assigns forever all that said Lot or Parcel of land lying and being in the Town of Canton County and State aforesaid known and designated as the North half of Lot Number Two in Square Number Eight fronting fifty feet on Liberty Street & running back Two hundred feet, it being the Lot or parcel of land lying between Silverberg & Co's Lot and J.C. Tuppins Lot. with all and singular the Privileges and appurtenances to the same belonging, or in any wise appertaining, with all the Estate, right, interest, title, property, Claim and demand of the said John F Saunders Defendant in to and over the same and every part & parcel thereof, To Have and to Hold all and singular the above granted and bargained premises, and appurtenances to the said John H Rollins and Wesley Brame their heirs and assigns forever, and in as full and ample a Manner as I the said Samuel M. Flowers my Sheriff by virtue of the Laws and authority aforesaid might, should or ought to Convey the same.

In testimony Whereof I the said Samuel M. Flowers my Sheriff have hereunto Subscribed my name and affixed my Seal this day and year above written.

S. M. Flowers Sheff [Seal]

The State of Mississippi Personally appeared before me John F Cameron Madison County ss Clerk of the Probate Court of said County the above named Samuel M. Flowers my Sheriff of said County 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 as aforesaid for the purposes therein specified

Given under my hand and seal of office at Canton this 17th Day of January AD 1839

John F. Cameron Clerk

D. R. Patrick } Received for Record 21st January & Recorded 9th February 1839
Deed
D. J Tucker } State of Mississippi
Madison County } Know all men by these Presents that I David R. Patrick of the County & State aforesaid for and in Consideration of the Sum of One thousand Six hundred Dollars to me in hand paid by David J. Tucker of the same State & County aforesaid the receipt whereof is hereby acknowledged do by these presents grant bargain sell and convey unto the said David J. Tucker his heirs and assigns the following described Lots or Parcels of land lying and being in the County of Madison and State of Mississippi and known and designated as the W½ N W¼ of Section No 36. Township No 11. R. No 4 E & E½ S W¼ of Section No 19. T. No 11 of Range No 4 East all Containing about 160 acres more

or less. To have and to hold the above granted Premises with the Privileges and appurtenances thereunto belong to the said David S Tucker his heirs & assigns and to their use and behoof forever & the said David R Patrick for his self & his heirs Executors & administrators do hereby covenant with the said David S. Tucker his heirs and assigns that he is lawfull seize in fee of the above granted Premises and that they are free from all incumbrances & that he have a good right to sell and convey the same to the said David S. Tucker as aforesaid and that he will & his heirs Executors and administrators shall Warrant and forever defend the same against the lawful Claims & every Person whomsoever.

In testimony whereof the said David R. Patrick have hereunto set his hand and affixed his seal this 18th day of January A.D. 1838

Signed Sealed and delivered in presence of
East Healey Cotton
Wm Tucker

David R. Patrick

State of Mississippi } Personally appeared before the undersigned Justice of
Madison County, } the peace David Patrick who acknowledged that he
signed sealed & delivered the foregoing instrument of writing as his act
and deed on the day and year therein mentioned

Given under my hand and seal this 18th Jany 1838

Daniel Sutherland J. P.

Williams Tucker } Received for Record 21st January & Recorded 11th February 1839
and } State of Mississippi
D. S Tucker } Madison County } Know all men by these Presents that we William
Tucker & Samatha Tucker my wife of the County & State aforesaid for and in consid-
eration of the Sum — one Thousand Dollars to us in hand paid by David S. Tucker
of the County State & County aforesaid the Receipt whereof is hereby acknowledged
do by these presents grant bargain sell and convey unto the said David S. Tucker
his heirs and assigns the following discribed Lots or parcels of land lying and
being in the County of Madison and State of Mississippi and known and
designated as the W½ N W¼ of Section 30 Township No 11 of Range No 4 East
containing about Eighty acres more or less. To Have and to Hold the above
granted premises with the Privileges and appurtenances thereunto belonging to
the said David S Tucker his heirs & assigns and his use and behoof forever.
& the said William Tucker & Samatha my wife for our selves & our heirs Executors
& administrators do hereby Covenant with the said David S. Tucker his heirs
and assigns that we are lawfully seize in fee of the above granted premises
and that they are free from all incumbrances & that we have a good right to sell
and Convey the same to the said David S. Tucker as aforesaid. 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 William Tucker & Samatha his wife
hereunto set their hands and affixed their seals this 19th day of January A.D. 1838

Signed Sealed and delivered in presence of
Daniel Sutherland
D. S. Tucker

Wm Tucker [seal]
Sa Tucker [seal]

State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the Peace William Tucker who acknowledged
that he signed sealed and delivered the foregoing instrument of writing as his
act and deed for the use & purposes therein mentioned —

And also at the same time Sarah his wife who being questioned

Separate & apart from her husband made the same acknowledgment & also that she signed it without any fear or Compulsion of her said husband.

Given under my hand & seal this 19th Jany 1838

Danl Sutherland J.P. [Seal]

James Grayston Et. Al. } Received for Record 11th & Recorded 13th February 1839
to
Thomas Hardeman and

This Indenture made and entered into this first day of January in the year of our Lord One Thousand Eight hundred and thirty nine Between James Grayston, Healeot Alford, Joseph Parmele, Josiah Newman & John Montgomery President & Trustees of Schools & School Lands for Township Eight & Range Two East in the County of Madison & State of Mississippi of the first part & Thomas Hardeman Jr. of the same County & State aforesaid Witnesseth. That Whereas the parties of the first part in accordance with the provisions of an act of the Legislature of the State of Mississippi approved on the twenty fourth day of February in the year of our Lord One Thousand Eight hundred & thirty three "Entitled" "An Act to authorize the Trustees of School Lands within each Township in this State to lease the Sixteenth Sections within the same for Ninety Nine years & for other purposes" did on the fifteenth day of September in the year of our Lord One Thousand Eight hundred & thirty four after giving the Notice required by said act. Lease at the Court House of said County to the highest bidder the Sixteenth Section in Township Eight North Range Two East, in said County And Whereas Thomas Hardeman Jr. the party of the second part, was the highest bidder for the same, & Whereas also the said Parties of the first part gave to the said party of the second part a Bond for Title conditioned for the payment of Eleven Thousand Eight hundred & forty Dollars. in four Annual instalments which Condition has been Complied with; Now the said James Grayston, Healeot Alford Joseph Parmele, Josiah Newman & John Montgomery the parties of the first part by virtue of the Power vested in them by the act above referred to, & for & in Consideration of the aforesaid Sum of Eleven Thousand Eight hundred & forty Dollars, to them in hand paid by the said Thomas Hardeman Jr. the receipt whereof is hereby acknowledged have this day bargained & sold & do by these presents bargain, sell, grant, demise & convey unto the said Thomas Hardeman his heirs & assigns all the right title & interest which they the said Parties of the first part have as Trustees as aforesaid in & to the aforesaid Sixteenth Section of land lying & being in the County of Madison & State of Mississippi & known as the Sixteenth Section in Township Eight North Range Two East. Containing Six hundred & forty acres More or less: together with all & singular the appurtenances thereunto belonging. To Have and to hold the above described Land and bargained Premises unto him the said Thomas Hardeman Jr. his heirs & assigns & to the only proper use benefit & behoof of him the said Thomas Hardeman Jr. his heirs & assigns for and during the Space of Ninety Nine years And the said James Grayston, Healeot Alford, Joseph Parmele, Josiah Newman & John Montgomery the said Parties of the first part do hereby bind themselves & their Successors in Office to warrant & defend the title hereon granted & Conveyed unto him the said Thomas Hardeman Jr. his heirs & assigns against the Claim or Claims of all and every other Person or Persons Whomsoever.

In testimony whereof the Parties of the first Part have hereunto set their hands & seals this day & date first above Written

James Grayston [Seal]

Healeot Alford
Josiah Newman
John Montgomery
} Trustees

The State of Mississippi } Personally appeared before me John L. Cameron Clerk
Madison County ss } of the Probate Court of said County the above named
Haleat Alford and John Montgomery who acknowledged that they
signed sealed and delivered the foregoing Deed on the day and year therein
Mentioned as their act and Deed as Trustees of Schools & School Lands &c for the
purposes therein Specified.

Given under My hand and Seal of office at Canton
this 2nd Day of February A.D. 1839

John L. Cameron Clerk

The State of Mississippi }
Madison County ss } Personally appeared before me John L. Cameron Clerk of the
Probate Court of said County Josiah Newman whose name is subscribed to
the foregoing Deed and acknowledged that he Signed, Sealed and delivered the
same on the day and year therein mentioned as his act and deed as Trustee
of Schools and School Lands &c for the purposes therein Specified.

Given under My hand and Seal of office at Canton this
11th Day of February A.D. 1839

John L. Cameron Clerk

David Hunt } Received for Record 11th & Recorded 12th February 1839
Release
Chas. B. Green } Know all Men by these presents that Whereas Charles B
Green of Madison County State of Mississippi, did on or about the Eighteenth
day of March in the year One thousand Eight hundred and thirty Sign
Seal and deliver for the purposes therein Mentioned a Mortgage on certain
Slaves, and lands in said County and State aforesaid to David Hunt of the
County of Jefferson, and one Lyal Tichenor then of the City of Natchez State
aforesaid. Now Know all Men by these presents that I the said David
Hunt in and for the Consideration of One Dollar to me in hand paid by said
Charles B. Green at the Execution hereof the receipt whereof is hereby acknow-
-ledged, and other good Causes and Considerations me thereto moving 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, to, or out of the lands tenements
and hereditaments mentioned or described or intended so to be in and by said
Mortgage, And in and to the Slaves named and described or intended so to be
in and by said Mortgage and the increase of the females. To Have and to
Hold the said lands and Slaves and increase of the females unto the said
Charles B. Green his heirs and assigns forever of and from said Mortgage so
Executed as aforesaid.

In Witness Whereof I have hereto set my hand and seal on
this 21st day of November in the year of our Lord One thousand Eight hundred
and thirty Eight.

David Hunt Seal

State of Mississippi }
Jefferson County } This day Personally Came before me John A. Watkins a Justice
of the Peace and Ex Officio Notary Public in and for the County aforesaid, David Hunt
who acknowledges that he Signed & Sealed the foregoing instrument of Writing for
the purposes and Considerations therein Specified.

Given under my hand and seal this 21st day of November
A.D. 1838

Jno. A. Watkins

7

William Williams to Recorded for Record 1st December 1838 & Recorded 12th February 1839

Mortgage

Jas C. Napier } This Indenture made & entered into this the 29th day of November AD 1838 Between James C. Napier of the State of Mississippi & the County of Madison of the one part & William Williams of the State of Tennessee of the other Witnesseth that in & for the Considerations hereinafter expressed & for the further consideration of five Dollars in hand paid the receipt whereof is hereby acknowledged by the sd James C. Napier, the sd William Williams hath bargained & sold & granted & by these presents doth bargain sell grant alien & convey unto the sd James C. Napier certain Lots or Parcels of land & conveyed by Deed of even date with these by the sd Napier to the sd Williams which sd Deed is made & declared to be part hereof, as to the Specifications of the sd Lots of land thereon Contained & Conveyed, To Have & to Hold unto him the sd James C. Napier, his heirs & the sd Lots or parcels of land with all the appurtenances thereto belonging in fee simple forever. Nevertheless upon the following Conditions viz Whereas he the sd William Williams hath executed his two Several promissory Notes to the sd James C. Napier, One for the Sum of Six thousand three hundred & fifty Dollars dated Sharon Miss. Nov. 29th 1838 & due on or before the 1st Jany 1843 payable to the sd James C. Napier or order & the other for the Sum of four thousand Dollars dated Sharon Miss. Nov. 29th 1838 & due on or before the 1st Jany. 1842. payable to the sd James C. Napier. Now & Such is the express meaning & intention of this Indenture, if the said William Williams shall well & truly pay or Cause to be paid to the sd James C. Napier or his order the sd two promissory Notes above Specified as they respectively mature, then & in that Case This Indenture shall be void & of no effect. otherwise it Shall be & remain in full force & virtue.

In testimony Whereof the sd William Williams hath hereunto Set his hand and seal This the day & year above written.

Signed Sealed & delivered in the Presence of
E. McGrimsley
Wm B. Martin

William Williams [Seal]

It is further agreed by & between the aforementioned parties that the sd James C. Napier his heirs & shall not & they & he are hereby expressly restrained from foreclosing or making any attempt to foreclose this Mortgage until the maturity & the non payment of the promissory Note first above mentioned due & payable the 1st Jany AD 1843 And that the sd Napier his heirs & shall not enter nor attempt the said premises for Condition broken until the maturity & non payment of the sd first mentioned Note due as aforesaid

In testimony Whereof &c

James C. Napier [Seal]

State of Mississippi }
Madison County } Personally appeared before me the undersigned an acting Justice of the Peace in and for said County William Williams and acknowledged that he signed Sealed and delivered the foregoing Mortgage for the purposes therein Contained

Given under my hand and seal this 31st Day of November 1838

James M. Baker J.P. [Seal]

The State of Mississippi }
Madison County } Personally appeared before me John L. Cameron Clerk of the Probate Court of said County the above named James C. Napier and acknowledged that he signed Sealed and delivered the foregoing instrument on the day & year therein named as his act and deed for the purposes therein Specified.

Given under my hand and seal of Office at Canton this 12th day of February AD. 1839

John L. Cameron Clerk

E. L. Montgomery } Received for Record 24th January & Recorded 12th February 1839
And
William Joiner } This Indenture Made and entered into this 14th day of January in the year of Our Lord One Thousand Eight hundred and thirty nine Between E. L. Montgomery and Mary A. Montgomery his wife of the County of Madison and State of Mississippi of the one part, and William Joiner of the County and State aforesaid of the other part, (Witnesseth) That the said Montgomery & Wife for and in Consideration of the Sum of Eight hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged and the said Joiner his heirs & forever released and discharged & thereof have granted, bargained, sold and Confirmed unto the said Joiner his heirs & assigns forever a certain tract or parcel of land lying and being in the County of Madison and State of Mississippi Known and designated as Lots Nos 7 & 8 Containing Ten acres each or 20 acres together more or less, lying and being in the South end of the E½ N E¼ of Section 6 Township 9 of Range 2 East within the limits of the Corporation of the Town of Sharon in the County and State aforesaid. To Have and to Hold the above described tract or Parcel of land with all and singular the appurtenances belonging or in any wise appertaining unto the said William Joiner his heirs and assigns forever, And the said Montgomery & Wife for themselves their heirs and Administrators do doth Covenant and agree to and with the said William Joiner his heirs and Executors to Warrant and defend the title of the aforesaid tract or parcel of land unto the said William Joiner his heirs or assigns & against themselves their heirs forever,

In testimony Whereof the said E. L. Montgomery and Mary A. Montgomery his Wife have hereunto set their hands and affixed their seals the day and date above written.

E. L. Montgomery {Seal}
Mary A. Montgomery {Seal}

State of Mississippi }
Madison County } Personally appeared before me Henry A. Foster acting Justice of the peace in and for said County E. L. Montgomery & Mary A. Montgomery his Wife and acknowledged that they signed sealed and delivered the above Deed on the day and year therein mentioned as their and each of their proper act and Deed, The said Mary A. Montgomery Wife of the said Montgomery being examined separate and apart from her husband acknowledged that she signed sealed and delivered the above Deed freely of her own accord without the Coercion of her said husband

Given under my hand and Seal this 14th day of January 1839

H. A. Foster J. P. {Seal}

---

Killis Walton } Received for Record 25th January & Recorded 12th February 1839
And
L. G. Naughty } This Indenture Made this first day of Sept. Eighteen hundred & thirty Eight Between Achilles Walton and Miss Alick Margaret of the County of Madison and State of Mississippi of the one part and Lewis G. Naughton of the County and State aforesaid of the other part, (Witnesseth) That the said Achilles Walton & Margaret his wife for and in Consideration of the Sum of Four hundred dollars to them in hand paid by the said Lewis G. Naughton at and before the sealing & delivering hereof the receipt whereof is hereby acknowledged and therefrom acquit and forever discharge the said L. G. Naughton his

heirs. Executors & administrators, by these Presents have granted, bargained sold & conveyed, and by these presents doth grant bargain sell & convey unto the said L.G. Slaughter and to his heirs and assigns forever. all that tract or parcel of land lying and being in the County of Madison & State of Mississippi and known & designated as the North ½ of E½ of NW¼ S.20. R.3. E. G. containing in all 40 acres more or less. together with all and every appurtenance thereunto belonging or in any ways appertaining, also all the Estate, right, title interest, property, Claim whatsoever of them the said D Walton & his wife in Law or Equity or otherwise. To Have and to Hold the said land & Premises hereby granted with the appurtenances unto the said L.G. Slaughter his heirs & assigns forever in fee simple to the only proper use and behoof of said L.G. Slaughter his heirs & assigns forever. & the said D. Walton & Margaret his wife for themselves their heirs Executors & administrators doth covenant & Promise and agree to and with the said L.G. Slaughter his heirs & by these presents that they the said D Walton & his wife Margaret and their heirs the said above mentioned and described land and premises with the appurtenances unto the said L.G. Slaughter his heirs & against them the said D Walton & Margaret his wife & their heirs and against all and every person & persons whomsoever lawfully Claiming or to Claim the same shall and will forever warrant and defend by these presents

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

Signed Sealed & delivered in Presence of } Willis Walton [Seal] Margaret Walton [Seal]

State of Mississippi } Personally appeared before the undersigned Justice
Madison County } of the peace in and for said County Willis Walton
who acknowledged that he Signed Sealed and delivered the foregoing
Deed as his act and Deed Also Margaret Walton who was examined
Separate and apart from her said husband acknowledged that she
Signed Sealed and delivered the foregoing Deed as her act and deed
and for the purposes therein contained without the Compulsion of
her said husband.

Given under my hand and seal this 25th
day of January 1839

T. A. Salomon J. P. [Seal]

Willis Walton Recorded for Record 05th January & Recorded 13th February 1839

Deed
Hiram Fondren } State of Mississippi Madison County }

This Indenture Made and
entered into this the twenty second day of January Eighteen hundred and
thirty Nine Between Willis Walton and Margaret Walton his wife of the County
of Madison and State of Mississippi of the One part and Hiram Fondren of the
County and State aforesaid of the other part. Witnesseth That the said Willis
Walton for and in Consideration of the Sum of Fourteen hundred Dollars in
hand paid the receipt whereof is hereby acknowledged, has granted, bar-
gained sold & Conveyed and by these presents do grant bargain sell and
Convey unto the said Hiram Fondren his heirs and assigns forever
all that Parcel of ground or Lots. lying & being in the Town of Canton County
of Madison and State of Mississippi, and known and designated as
Commencing at the South East Corner of the Lot on which the Planters

Hotel stands, and occupied at this time by Ramsay Cox. running South with Liberty Street one hundred feet. thence four hundred feet East, thence North one hundred feet. thence four hundred feet West. to the beginning. It being the lots leased by Willis Walton to Fielding Montgomery, with all the appurtenances, right title and property of him the said Willis Walton in and to the same To Have and to Hold every part & parcel thereof with the appurtenances unto the said Hiram Fondren his ~ ~ ~ and assigns forever, And the said Willis Walton for himself & the said Margaret Walton for herself, and for their heirs Executors and administrators do Covenant and agree to & with said Hiram Fondren his heirs and assigns that the Premises before mentioned now are and shall forever be free from all former Gifts Grants and encumbrances done or suffered to be done by the said Willis Walton & Margaret his wife, And the said Willis Walton & Margaret his wife their heirs Executors & administrators all and singular the Premises hereby bargained and sold with the appurtenances unto the said Hiram Fondren his heirs and assigns against the said Willis Walton and Margaret his wife and their heirs and all and every other person or persons whatsoever doth and will Warrant and forever defend by these Presents,

In Witness Where of the said Willis Walton & Margaret his wife have the date & day & year above written hereunto Set their hands and affixed their Seals &c.

Willis Walton [Seal]
Margaret Walton [Seal]

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the peace 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 was examined Seperate and apart from her said husband acknowledged that she freely and Voluntarily and without the threats & Compulsion of her 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 25th day of January 1839

T. L. Salmon J.P. [Seal]

Josiah Bonner
Lloyd
Neal Shaw } Received for Record 26th January & Recorded 13th February 1839
The State of Mississippi
Madison County }

Know all men by these Presents that I Josiah Bonner of the County of Madison and State of Mississippi for and in Consideration of the Sum of Seventy two Hundred and Eight hundred Dollars to me in hand paid by Neal Shaw of the Same County and State, the receipt whereof I hereby acknowledge do by these presents give grant, bargain, Sell and Convey, and by these presents have given granted bargained Sold and Conveyed unto the Said Neal Shaw his heirs Executors administrators and assigns forever. the following described tract or parcel of land. Situate lying and being in the County of Madison and State aforesaid and Known and designated on the Plat of Survey of the Choctaw land District in said State as the North West quarter, and west half of the north East quarter of Section No Twenty six. the South East quarter, and East half of the South West quarter, and East half of the North East quarter, and West half of the South West quarter, and South half of of West half of

the North East quarter of Section No Twenty three, and the East half of the South East quarter of Section No Fourteen, and South West quarter of of Section No Twenty four, all in Township No Eight of Range No Two East, Containing in all Nine hundred and Sixty acres be the Same More or Less Together with all and Singular the Privileges and appurtenances to the said tract or parcel of land in any wise appertaining and belonging To Have and to Hold the above granted premises to him the said Neal Shaw his heirs and assigns to his and their use and behoof forever. And I the said Josiah Bonner for myself my heirs Executors and administrators do Covenant to and with the said Neal Shaw his heirs and assigns that I am lawfully Seized in fee of the aforegranted premises, that they are free from all incumbrances that I have good right to Sell and Convey the Same to the said Neal Shaw as aforesaid, and that I will and my heirs Executors and administrators shall warrant and forever defend the Same to the said Neal Shaw his heirs and assigns forever against the Lawful Demands of all persons Whatsoever.

And I Sarah K. Wife of the said Josiah Bonner in Consideration of One Dollar to me in hand paid the Receipt whereof is hereby acknowledged do hereby release to the said Neal Shaw his heirs and assigns all my right and title of Dower in the aforesaid premises.

In testimony whereof I the said Josiah Bonner and Sarah K My Wife have hereunto Set our hands and affixed our Seals this the twenty fourth day of January A.D. 1839

Witness Sullivan

Josiah Bonner [Seal]
Sarah K. Bonner [Seal]

The State of Mississippi }
Madison County } Personally appeared before me Robert Cameron Clerk of the Probate Court in and for said County the within named Josiah Bonner and Sarah K. Bonner 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 Sarah K. Wife of said Josiah Bonner 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 any fear, threats or Compulsion on the part 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 26th Day of January A.D. 1839

[Seal]

John T. Cameron Clerk

E. T. Montgomery Admr } Received for Record & Recorded 13th February 1839
Deed
William L. Balfour }

This Indenture made and entered into on the fourteenth day of Janry A.D. Eighteen hundred and thirty nine Between Eli T. Montgomery Administrator of all and Singular the goods Chattles rights and Credits which were of John M Boyd Deceased late of Madison County in the State of Mississippi of the first part, and William L. Balfour of the second part all of the County of Madison and State aforesaid Witnesseth that Whereas the said John M Boyd and John Thurston owned in partnership an undivided interest in fee Simple in Certain lots or parcels of lands lying and being in the Town of Mound Bluff in said County known and designated on the Plat of said Town by Lots No 4 and 5 in Square No four. and are thus Set bounded as follows. Beginning on Parallel lines — Sixty feet from the North West Corner of Lot No four in Square No four, running to the river bank

thence up the river to a parallel line between Lots No Three and four in Square No Four Making Seventy feet front on Bluff Street, which said interest the said Boyd owned and died seized of; upon its being ascertained after the death of the said Boyd that an equitable division of the same could not be made unless the said lands were sold. Application was made by the Surviving Partner or Tenant in Common to the June Term 1834 of the Probate Court of said County and State for an order for the sale of the said lands above mentioned (as more fully appear by reference to the minutes of that Term of said Court). And the Court after hearing all the facts and matters touching the same, it was ordered and decreed that said lands be sold on a Credit of twelve Months to the highest bidder, and in pursuance of said order and decree. The said John Pinckston sold the said lands and tenements to the said party of the second part, and Executed and delivered a Deed in fee Simple to the said Balfour for his interest in and to the same; The said party of the second part having no title for the interest of the said Boyd sold to him as aforesaid applied to the administrator aforesaid for a title, who Petitioned the Probate Court aforesaid at the May Term A.D 1838 thereof for an order and decree empowering him to make Deed to the Lands sold as aforesaid, Whereupon after ascertaining that the said lands were sold pursuant to the decree at the June Term of said Court A.D 1834. It was Ordered and decreed that said Administrator Eli T. Montgomery make a fee Simple title to the purchaser aforesaid (being the party of the second part to these presents) of the Lands tenements & named in said decree at the June Term A.D. 1834 of Probate Court aforesaid to be sold & and already sold as aforesaid to the party of the second part to these presents, Now Be It Known that I Eli T. Montgomery as Administrator as aforesaid by virtue and in pursuance of the said decree of the Probate Court aforesaid made at the May term A.D Eighteen hundred and thirty Eight thereof, and in Consideration of the Sum of Nineteen hundred & fifty Dollars paid by the said party of the second part to him the said Eli T. Montgomery the receipt whereof is hereby acknowledged have this day sold transferred aliened Conveyed and Confirmed, and by these presents do grant sell alien transfer convey and Confirm unto the said party of the second part the following tracts or parcels of land lying and being in the Town of Mound Bluff in the County aforesaid Known and designated on the plat of said Town as Lot No Four and Five in Square No Four and one other lot bounded as follows Beginning upon parallel lines fifty feet from the North West Corner of Lot No Four in Square No Four running to the River Bank, Thence up the River to a Parallel line Between Lots No Three and four in Square No Four Making Seventy feet front on Bluff Street (the said Lands being the same sold to the party of the second part in pursuance of said decree at the June Term 1838 of Probate Court aforesaid. To Have and to Hould unto the said Wm L Balfour his heirs and assigns to their own proper use and behoof forever. And the said Eli T. Montgomery Covenants for himself his heirs and administrators to and with the said party of the second part his heirs and assigns that — premises hereby Conveyed or intended to be Conveyed are free from all incumbrances done or suffered by him the said Administrator, as such. The meaning and intent hereof is hereby to transfer Confirm and Convey all the right, title estate in Law or Equity which the said John W Boyd had in and to the foregoing described Lands at the time of his decease, to the said party of the second part his heirs and assigns forever — as fully and Completely as the said John W Boyd might or could have done in his lifetime.

In testimony Whereof the said Eli T. Montgomery have

hereunto set his hand and affixed his seal on the day and year above written.

E. T. Montgomery Admr [Seal]

The State of Mississippi } Personally appeared before me the undersigned Justice of the
Madison County } peace in and for said County Eli T. Montgomery whose
name is subscribed to the above and foregoing deed who acknowledged that he
signed sealed and delivered the same as his act and deed for the purposes therein
specified on the day & year therein written.

Given under my hand and seal on the fourteenth day of
January 1839

H. D. Foster [Seal]
Justice of the Peace

Know all men by these Presents that I Sarah A. Walter late wife of John W
Boyd dec'd and I Thomas B Walter her present husband for and in Consideration
of the Sum of Ten Dollars in hand paid by Wm L Balfour the party of the second
part to the foregoing deed the receipt whereof is hereby acknowledged have this
day relinquished & all our right title and interest either in law or Equity which
they have in and to the Lands Conveyed Sold and transferred to the said Wm L.
Balfour by the annexed and foregoing deed of Conveyance executed by Eli T.
Montgomery Administrator of the Estate of said Jno W. Boyd dec'd and also the
right to Dower in and to the said Lands

In testimony whereof we have hereunto subscribed our hands
and seals on the fourteenth day of January A.D. 1839

Sarah A. Walter [Seal]
T. B. Walter [Seal]

The State of Mississippi }
Madison County ss } Personally appeared before me the undersigned H. D.
Foster a J. P. in and for said County the above named Thomas B Walter and
Sarah A Walter his wife who acknowledged that he signed sealed and de-
livered the above and foregoing deed on the day and year therein written as their
act and deed & And the said Sarah A Walter being examined separate and
apart from her said husband acknowledged that she signed sealed and
delivered the above and foregoing deed on the day and year therein written
as her act and deed freely & of her own accord voluntarily and without any
fear threats or Compulsion from her husband.

Given under my hand and seal on the 14th day
of January A.D. 1839

H. D. Foster [Seal]
Justice of the Peace

Isaac Anderson } Received for Record 26th January & Recorded 13th February 1839
And
Neal Shaw }

This Indenture made and entered into Between Isaac Anderson
and Clarinda his wife of first part and Neal Shaw of the second part.
Witnesseth That Isaac Anderson and wife of the first part, doth this day for
and in Consideration of the Sum of Sixteen hundred Dollars to them in hand
paid the receipt whereof is hereby acknowledged. Given granted bargained
and sold unto Neal Shaw a Certain tract of land Situated lying and
being in the County of Madison and State of Mississippi and No as per Certifi-
-cate E½ NE¼ of Section No 23 in Township 8 Range 3 East. S½ W½ NW¼
of Section No 24 Township 8 Range 3 East, N½ W½ of NW¼ Section 24
Township 8 Range 3 East, containing by estimation One hundred and Sixty
(160) acres More or Less To Have and to hold to him the said Shaw with all
and singular its appurtenances and hereditaments thereunto belonging
free from me the said Anderson my heirs my Executors Administrators

and assigns. and do by these presents bind my self heirs assigns ∴ to warrant and forever defend the right and title for the above premises in fee simple unto the said Shaw his heirs assigns ∴ free from all claim of all and every Claimant whatsoever.

In testimony whereof we have hereunto set our hands and seal this 15th Day of Janj 1839

Test S. L. Bowles

Isaac his X mark Anderson [Seal]
Clarinda her X mark Anderson [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 Isaac Anderson and Clarinda 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 Clarinda Anderson wife of said Isaac Anderson being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered said deed freely and of her own accord on the day and year therein named as her voluntary act and deed for the purposes therein specified. without fear threat or compulsion from her husband. Given under my hand and seal of office at Canton this 26th Day of January A.D. 1839

[Seal]

John T. Cameron Clerk

Jack E. Carstarphen and John Stone for Land } Received for Record 28th January & Recorded 15th February 1839

This Indenture Made and entered into this the 28th Day of January in the year of Our Lord one Thousand eight hundred and thirty nine by and between Jack E. Carstarphen of the one part and John Stone of the other part- both Citizens of the County of Madison and State of Mississippi Witnesseth. That the said Jack E. Carstarphen for and in Consideration of the sum of. Four hundred and Nine Dollars to him in hand paid by the said John Stone & the receipt of which is hereby acknowledged, has granted. bargained, sold and Conveyed and by these presents does grant. bargain sell and Convey unto the said John Stone & all the right. title, Claim. or or demands whatsoever of him the said Jack E. Carstarphen of in and to the following described land to wit. The West half of the South East quarter, the East half of the South West quarter, and the South half of the West half of the South West fourth of Section number Nine of Township Number Eleven of Range Three East, Containing Two hundred Acres More or less. Situate and being in the County of Madison and State of Mississippi. together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. To Have and To Hold the said tract of land with the appurtenances thereunto belonging unto the said John Stone & his heirs and assigns forever. And the said Jack. E. Carstarphen for himself his heirs Executors and Administrators the aforesaid land with the appurtenances unto the said John Stone & his heirs & assigns against the Claims of all persons whatsoever doth and will forever warrant and defend by these presents. — In testimony whereof the said Jack E. Carstarphen has hereunto subscribed his name and affixed his seal the date first above written

Test William Lankford
John H. Rollins

Jack E. Carstarphen [Seal]

The State of Mississippi } Personally appeared before me John T Cameron Clerk of
Madison County ss } the Probate Court of said County the above named Jack
E. Carstarphen and acknowledged that he signed sealed and delivered the foregoing
deed on the day and year therein mentioned as his act and deed for the purpose
therein specified.

Seal

Given under my hand and seal of office at Canton this
28th Day of January AD 1839

John T Cameron Clerk

Henry Garrett } Received for Record 28th January & Recorded 15th February 1839
Deed Trust }
Wm. G. Crumpt } The State of Mississippi }
Madison County } This Indenture made the 15th day of
December in the year of our Lord Eighteen hundred and thirty eight between
Henry Garrett of the first part, William G. Crumpt, of the second part, and
Benjamin G. Marshall of the third part all of the County and State aforesaid Witnesseth That Whereas a Judgment was obtained on the Sixteenth
day of May AD 1838 in the Circuit Court holden in and for the County
aforesaid in favor of one Josiah Borrough who sues for the use of J. H. Johnson
Plaintiff, against the said Henry Garrett, together with Reddick Hunter
and James H. Johnson defendants, for the sum of Eight hundred and
twenty three Dollars and ninety nine Cents with the further sum of nine-
teen dollars and twenty four Cents Costs, making in all the sum of
Eight hundred and forty three dollars and twenty four Cents, and Whereas
Samuel M. Flournoy Sheriff of the County aforesaid on the 19th day of Sep-
tember 1838 levied an Execution issued in said Case from the Court
aforesaid, on two Negroes, Bob and Mary the Property of said defendants
said property to be sold to satisfy said execution at the Court house in
Canton on the first day of October AD 1838 and Whereas the said
Benjamin G. Marshall became surety for said defendants Garrett
Hunter, and Johnson in a forth Coming bond in the Penal Sum of Sixteen
hundred and eighty six Dollars and fifty eight Cents, said Bond bearing
date the 19th day of September AD 1838. And whereas by the forfeiture of
the said forth Coming bond the said Benjamin G. Marshall has become
liable for the payment of the godgement aforesaid and all interest and
costs thereon accruing; Now This Indenture Witnesseth that
the said Henry Garrett, in order to indemnify and secure the said Mar-
shall against any loss or damage which he may sustain in Consequence
of his liability incurred as herein before set forth, and for and in Con-
sideration of the sum of Ten Dollars to the said Garrett in hand paid by the
said Crumpt at and before the sealing and delivering hereof, the receipt whereof
is hereby acknowledged hath granted bargained and sold, and by these
presents doth grant, bargain and sell unto the said Crumpt his heirs and
assigns forever all those Certain lots, tracts or parcels of Land situated be-
ing and lying in the County and State aforesaid, and more particularly descri-
bed as being lots numbered Two hundred and twenty one, Two hundred and
twenty two, Two hundred and twenty three, and two hundred and twenty
four, Two hundred and twenty seven) and two hundred and twenty
eight in the Town of Madisonville, adjoining the lands of Thacker Porter
and bounded East by Marion Street and South by Washington Street to-
ge 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, property

and Claim whatsoever either at law or in Equity of him the said Garrett of in and to the same. To Have and to Hold the above granted bargained and described premises with the appurtenances unto the said Crump his heirs and assigns forever. And the said Garrett for himself his heirs Executors and administrators doth Covenant, grant, promise and agree to and with the said Crump his heirs and assigns that he the said Garrett and his heirs the above described and hereby granted premises and every part thereof with the appurtenances unto the said Crump his heirs and assigns against the said Garrett, and against all persons lawfully or equitably Claiming or to Claim the said premises or any part thereof, shall and will warrant and forever defend by these presents. But it is expressely understood that the foregoing conveyance to the said Crump is upon the following trust to wit: If the said Garrett or the said Hunter and Solomon defendants as aforesaid, shall on or before the first day of December next fail to pay off or arrange by final settlement the Judgment, interest and Costs aforesaid so as to save the said Marshall harmless of all loss or damage on account of his liability as aforesaid, Then and in that Case the said Crump shall take possession of the herein before described premises which said premises until that time shall be and remain in the possession of the said Garrett, and after giving thirty days notice in the most Convenient and suitable newspaper shall offer said premises at Public Sale in the Town of Madisonville to the highest bidder for Cash, and from the proceeds thereof shall pay to the said Marshall sufficient, if so much there be to save him harmless of all damage which he may have sustained on account of his liability as aforesaid, and the remainder if any, shall pay over to the said Garrett, And it is further Covenanted and agreed by and between the said parties that if the said Crump should die or decline or otherwise become incompetent to execute the said Trust, then the said Marshall shall have full power to appoint another in his stead with like authority; and it is further Covenanted and agreed by and between the said parties that the purchaser who shall make the sale by virtue of these presents shall have power to make a good and sufficient Deed of Conveyance of the premises aforesaid to the purchaser or purchasers thereof:— In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Henry Garrett [Seal]
William G. Crump [Seal]
B.G. Marshall [Seal]

The State of Mississippi }
Madison County ss } Personally appeared before the undersigned Justice of the Peace in and for said County Henry Garrett, William G. Crump and B.G. Marshall and severally acknowledged that they signed sealed & delivered the within instrument of writing as their act and Deed for the purposes therein contained.

Given under my hand & seal this 19th day of Dec AD 1838

Tho O McDonald J.P. [Seal]

Lucretia Busby Received for Record & Recorded 16th February 1839
Deed
P. W. Martin } State of Mississippi
Madison County } This Indenture made & entered into
this Sixteenth day of February One thousand Eight hundred and thirty nine
Between Cristian Busby alias Lucessy Busby of Madison County State of Mississippi
of the one part. and P. W Martin of the County of Sumner & State of Tennessee, Witnesseth
that for and in Consideration of One Dollar to me in hand paid by the before named
P W Martin the receipt — is hereby acknowledged by me Cristian Busby
alias Lucessy Busby. Now Know all men by these presents that. I have this day
bargained sold & delivered. and by these presents do bargain sell quit Claime
unto P. W. Martin aforesaid a Certain tract or parcel of land lying and being
in Madison County State of Mississippi designated and Known as follows
East half of South East quarter of Section Seventy three in Township Nine
of Range four East, containing Seventy nine acres and ninety seven hundredths
of an acre. Now for and in Consideration of One dollar to me Cristian Busby
alias Lucessy Busby by P. W Martin the the receipt is hereby acknowledged
do bargain sell quit Claime and deliver unto the aforesaid P W Martin his
heirs & assigns Administrators & Executors & free from me my heirs & assigns
Administrators & Executors forever.
Given under my hand & seal this day & day above
written.
Signed Sealed & delivered in the presence of the Subscribing Cristian X Busby alias Lucessy Busby Seal
Witnesses the words "Now Know all men by these presents"
interlined before signed.
Attest A. L. Mitchell.
Littleton Busby

The State of Mississippi } Personally appeared before me John T Cameron
Madison County } Clerk of the Probate Court of said County. A. L Mitchell
one of the Subscribing Witnesses to the foregoing Deed who being first duly
Sworn deposeth and saith that he saw the above named Cristian Busby
alias Lucessy Busby whose name is subscribed thereto Sign Seal and
deliver the foregoing Deed on the day and year therein mentioned. and that
he the Deponent Signed the same as a Witness in the presence of the said
Cristian Busby alias Lucessy Busby and in presence of the other Subscribing
Witness who also Signed the same in presence of the before named parties
on the day and year aforesaid.
Given under my hand and Seal of office at
Canton this 16th Day of February A.D. 1839
John T. Cameron Clerk
Seal

A. E. Brisbane } Received for Record 28th January & Recorded 18th Febuary 1839
Deed
E. B. White } This Indenture made the day & year hereinafter written
Between A. E. Brisbane. Adeline E Brisbane & A. L White of the first part & E. B.
White of the second part Witnesseth Whereas in and by his last will & testament
bearing date the 10th day of July A.D. One Thousand Eight hundred & thirty seven
Dr Alston L White of Madison County of the State of Mississippi devised the
whole of his Estate Real and Personal to Edward B White of South Caro-
-lina. And Whereas the said will not having been Witnessed by the
requisite number of Witnesses to Sup. the Real Estate, the said Alston L.
White is considered as having died Intestate in regard to the same

which will descend by law to the heirs of the said Alston L. White, who by the laws of the said State of Mississippi are Adeline E Brisbane formerly Adeline White and Alonzo L. White of South Carolina and the said Edward B. White. And Whereas the said Adeline E Brisbane and Abbatt H. Brisbane her husband and the said Alonzo L. White are willing and desirous that the intention of the said Alston L. White made known and declared in his will as aforesaid should be fully complied with. Now Know all Men by these Presents that We Abbatt H. Brisbane & Adeline E Brisbane (formerly Adeline White) and Alonzo L. White for and in Consideration of the premises and divers other good and sufficient Considerations us thereunto moving, and in particular Consideration of the Sum of Ten Dollars to us in hand paid at & before the sealing & delivery of these presents, have Bargained Sold Conveyed, transferred and forever relinquished and by these presents do, and either of us doth for us and either of us, and either of our heirs, Executors, Administrators Bargain Sell, Convey, transfer and forever relinquish unto the said Edward B White, all the right, title interest and Estate, which We (or the right heirs of the said Alston L. White) have or may have in and to the Real Estate of the said Alston L White Situated in the County of Madison in the State of Mississippi, and generally in and to all other Estate whether Real or Personal Situated there or any where else ~~of which~~ whereof the said Alston L White may have died seized and Possessed. To Have & to Hold all and Singular the said Premises unto the said Edward B White his heirs Executors, Administrators & assigns (according to the nature of the property) forever. — In Witness Whereof We have hereunto Set our hands and seals this fifteenth Day of December A.D. One thousand Eight hundred & thirty seven and in the Fifty second year of the Independence of the United State of America,

Signed sealed & delivered in presence of
James Lesesne
Wm Lesesne
State of So: Carolina

A H. Brisbane {Seal}
A. E. Brisbane {Seal}
Alonzo L. White {Seal}

Be it remembered that on this fifteenth day of December A.D. One thousand Eight hundred & thirty seven personally appeared before me District Judge of the United States for said District of So: Carolina Alonzo L. White and Abbott H Brisbane & Adeline Brisbane his wife the Grantors in the foregoing Deed named & severally acknowledged the same to be their voluntary act and deed for the uses & purposes therein mentioned and the said Adeline Brisbane being by me examined apart from her husband acknowledged that she signed sealed & delivered the same as her voluntary act & deed freely without any fear threats or Compulsion of her said husband.

Witness my hand & seal the day & year aforesaid.

Tho$^s$ Lee District Judge of U. States for So: Carolina {Seal}

State of So: Carolina

Personally appeared before me Wm Lesesne who being duly sworn deposeth that he was present & saw A. H. Brisbane, A. E. Brisbane & A. L. White Sign seal & deliver the foregoing Deed for the purposes therein mentioned and that he with James Lesesne Signed their names as witnesses thereto.

Wm Lesesne

Sworn to before me this 15$^{th}$ Dec$^r$ 1837
Tho$^s$ Lee
D. J. U. S.

District (Clerks Office) I do Certify that the Honorable Thomas Lee who
South Carolina District) has Subscribed his name to the foregoing Probate
& Certificate is District Judge of the United States of America for the District
of South Carolina and that all Seals and Credit are due to his acts
as such. ~~

L. S.

In testimony whereof I have hereunto affixed the
Seal of the said District Court at Charleston this fifteenth
Day of December Anno Domini One thousand Eight hundred
& thirty seven

James Jervey Dist Clerk

William Henry (Head) Received for Record & Recorded 18th February 1839
P. W. Martin

This Indenture Made this Fifteenth day of February in the year
of Our Lord One thousand Eight hundred and thirty nine Between William Henry
and Mary his wife of the County of Madison and State of Mississippi of the one
part, and Peter W Martin of the County of Sumner and State of Tennessee of the
other part Witnesseth That for and in Consideration of the Sum of Seventy Dollars
Current Money of the United States in hand paid to the said William Henry
by the said Peter W Martin the receipt whereof is hereby acknowledged they
the said William Henry and Mary his wife ~~ have granted bargained
and sold, and by these Presents doth give, grant, bargain and sell alien
release convey and confirm, unto the said Peter W Martin and his heirs
a Certain tract or parcel of land Containing Seventy eight acres and
Sixty one hundredths of acres Situate lying and being in the County of Mad-
-ison and State of Mississippi and known and designated as the West half
of the South West quarter of Section Seventy four in Township No Nine
Range four East, together with all and singular the appurtenances
thereunto belonging or in any wise appertaining. To Have and to Hold
the aforedescribed tract or parcel of land to him the said Peter W Martin
his heirs and assigns forever, and the said William Henry for
himself and his heirs Executors and Administrators do hereby
Covenant and agree, to and with the said Peter W Martin his heirs Execu-
-tors administrators and assigns that he will forever warrant and defend
the said tract or parcel of land to him the said Peter W. Martin and his
Heirs Executors Administrators and assigns, against him the said
William Henry his heirs Executors, Administrators and assigns

In testimony whereof they the said William Henry and Mary
his Wife hereunto set their hands and ~~affixed~~ their seals the day and year
first above written

Executed and delivered in presence of

Wm Montgomery
William his X Eagle
mark

Wm. Henry (Seal)
Mary her X mark Henry (Seal)

The State of Mississippi) Personally appeared before me Solomon Cameron
Madison County ss) Clerk of the Probate Court of said County. Mary Henry
whose name is subscribed to the written Deed the wife of the within named
William Henry and being by me examined Separate and apart
from her said husband, acknowledged that she signed Sealed
the foregoing Deed as her voluntary act and Deed freely and of
her own Accord Without any 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 18th Day of February A.D 1839
John. J. Cameron Clerk

[Seal]

The State of Mississippi
Madison County ss } Personally appeared before me John J. Cameron Clerk of the Probate Court of said County Williams Montgomery one of the Subscribing Witnesses to the Within Deed who being first duly Sworn Deposeth and Saith that he Saw the within William Henry whose Name is Subscribed thereto Sign Seal and deliver said Deed that he this Deponent Subscribed his name thereto as a Witness in presence of the said Henry and of the other Subscribing Witnesses who also Signed the Same in presence of said Henry and of this Deponent on the day and year therein Mentioned.

Given under My hand and Seal of office at Canton this 18th day of February A.D. 1839.

[Seal]

John J. Cameron Clerk

John H. Walker } Received for Record 13th & Recorded 18th February 1839
to
Richard Christmas } Deed

Whereas John H. Walker Sold the land hereinafter mentioned and described to Richard Christmas on or before the 13th January 1836 and to convey and vest the title in said Christmas. the said Walker and Mary Walker his then Wife executed a Deed bearing date the 13th day of January 1836 but in describing the said land Sundry Mistakes occurred. And Whereas the said Richard Christmas filed a Bill in the Chancery Court at Jackson to have said Mistakes Corrected, which by the order and decree of said Court rendered at January Term 1839 was ordered to be done. And said Court by its decree ordered the above named John H. Walker to Convey by Deed with General warranty the land actually sold and describe the same accurately & to procure his wife to join therein in order to bar any Claim she might have therein for her Dower. Therefore this Indenture Made and entered into this day of January 1839 Between the said John H. Walker and Eliza Ann his wife of the 1st part and the said Richard Christmas of the other part Witnesseth that the said John H Walker & Eliza Ann his wife for the Consideration above Stated & for the further Consideration of one Dollar to them in hand paid the receipt of which is hereby acknowledged hath bargained. Sold. released and Conveyed & by these Presents doth bargain sell release & Convey to the said Richard Christmas his heirs & assigns forever the following described tracts or parcels of land Situate lying and being in the County of Madison & State of Mississippi as follows to wit. (West half of North East quarter Section Two Township Eight Range One West. East half of North West quarter Section Two same Township & Range.) South half and North West quarter, and West half of North East quarter Section Thirty five Township Nine and Range One West. East half of North East quarter of Section thirty three. West half of North West quarter, and West half of East half of the North West quarter, West half of the West half of the North East quarter of Section Thirty four Township Nine Range One West. To have and to hold all and singular the appurtenances thereunto belonging and the said parties of the first part hereby release all rents Profits &c accruing from the said 13th day of January 1836 and said John H. Walker hereby Covenants that he will warrant and defend to said Christmas the title to the foregoing described land against the Claim or Claims of all and every person or persons Whatever

In Witness Whereof the said John H. Walker & Eliza Ann

his wife have hereunto set their hands and affixed their seals this day and year above written.

The word "Between" between 17th & 18th lines from bottom in 1st page interlined before signing &c attest John. T. Cameron

John H. Walker [seal]
Eliza A. Walker [seal]

The State of Mississippi } Personally appeared before me John. T. Cameron Clk of
Madison County } the Probate Court of said County John H. Walker and Eliza A. Walker his wife whose names are subscribed to the written and foregoing deed and acknowledged that they signed sealed and delivered the same on the day and year therein mentioned as their act and deed. And the said Eliza A. Walker the wife of said John H. Walker 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 on the day and year therein named and for the purposes therein specified without the fear threats or compulsion of her said husband.

Given under my hand and seal of Office at Canton this 13th Day of February A.D. 1839

[seal]

John. T. Cameron Clk

Recorded 19th February 1839

Hamblin & Cooper to McVanderhoost

Received for Record 1st & Recorded 19th February 1839

State of Mississippi } Madison County }

This Indenture made this twenty seventh day of July A.D. 1838 Between Samel Hamblin & Dolitha Hamblin his wife & John Cooper of the first part & Michael Vanderhoost of the second part all of the County & State aforesaid Witnesseth, that the said party of the first part, for and in Consideration of the Sum of Fifteen hundred & One 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 enfeoffed and confirmed unto the said party of the second part their heirs and assigns forever Two certain lots or Parcels of ground situate lying and being in the Town of Camden in said State & County and known and designated (First) as Lot No 4 North East in the Plan of said Town fronting fifty feet on Main Street & running back West from said Main Street One hundred & twenty feet. (Second) a Lot not Numbered but Beginning about fifteen feet West of the North West Corner of Lot No seven in the Plan of said Town and running thence fifty feet West, to a Stake, thence North One hundred & fifty feet, to a stake thence East fifty feet to a Stake, thence South One hundred & fifty feet to the Beginning; To Have and to Hold the aforesaid Lands with all and singular the rights profits emoluments hereditaments and appurtenances to the same belonging or in any wise appertaining to the only proper use and behoof of them the said party of the second part their heirs and assigns forever, and the said parties of the first part for themselves their heirs Executors and Administrators doth Covenant and agree to and with the said party of the second part their heirs and assigns that the before recited land and bargained premises they will Warrant and forever defend against the right title interest Claim or demand of all and every person or persons whatever.

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

Samel Hamblin [seal]
Dolitha Hamblin [seal]
John Cooper [seal]