Crop may under his management & control become as productive as possible, and the said Hill is authorised to employ an overseer and do any other matter or thing necessary to be done for said Crop or which he may deem necessary or proper to more effectually carry into effect the intention of the parties, And it is further stipulated that said Hill shall pay all the necessary expenses of carrying on said plantation And he is further authorised to sell said Crop when raised, upon the best terms he can either in Mississippi or Louisiana, And after first deducting all the expenses of carrying on the said plantation, and of any liabilities which said Hill is now or may come under for said Anderson, or for which he may be in any wise responsible, the balance of the proceeds of the said Crop is to be appropriated to the payment of the debt of Mess Dickins above set forth, or of any debt or balance which may be due to them at the end of the year and for the purpose of carrying these provisions into effect the said Henry R Hill is hereby invested with all and every power & powers which might lawfully and legally be exercised by said Edmund R Anderson in person

In witness Whereof the said parties have hereunto set their hands & seals this 27th day of March 1839

E R Anderson (Seal)
H R Hill (Seal)

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the within named E R Anderson And acknowledged that he signed sealed & delivered the within instrument as his voluntary act and deed.

Given under my hand & seal this 27th day of March AD 1839

Henry Garrett JP (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 H R Hill and acknowledged that he signed sealed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed

Given under my hand and seal of Office at Canton this 1st Day of April AD 1839

(Seal)

John T Cameron Clerk

Rowland & Hill:
To } Deed
Robert G Anderson Junr } Received for Record April 5th & Recorded April 6 1839

This Indenture made and entered into this 24th day of June Anno Domini Eighteen hundred and thirty six Between John T Rowland and Susan his wife and William Hill and Sarah his wife of the one part and Robert G Anderson Junr of the other part all of the County of Madison and State of Mississippi Witnesseth that the said parties of the first part for and in consideration of the sum of One Thousand five hundred dollars to them in hand paid at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released conveyed and confirmed and by these presents do grant bargain sell alien enfeoff release convey and confirm unto the said Robert G Anderson Junr his heirs and assigns all and singular those certain

tracts or parcels of land in the County of Madison and State of Mississippi marked and designated in the Receivers Office at Mount Salus as the West half of the South East quarter of Section Number Twenty Township Number Nine of Range Number Three East containing 79 100 Acres and also the West half of the North East quarter and East half of the North West quarter and West half of the South East quarter and South half of the East half of the South West quarter of Section Number Twenty Nine Township Number Nine of Range Number Three East containing 280, 44 Acres, Together with all and Singular the buildings improvements ways waters rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders rents issues and profits thereof To have and to hold the said above described tracts or parcels of land hereditaments and premises with the appurtenances unto the said Robert G. Anderson Junior his heirs and assigns to his and their only proper use benefit and behoof Forever, and the said parties of the first part do further covenant promise and agree to and with the said Robert G Anderson Junior, that they the said parties of the first part and their heirs, the said above described tracts or parcels of land hereditaments and premises with the appurtenances unto the said Robert G Anderson Junior his heirs and assigns against the said parties of the first part and their heirs and against all and every other person or persons lawfully claiming or to claim the same by from through or under them or any of them shall and will warrant and forever defend by these Presents

In Witness whereof the said parties to these presents have hereunto Severally set their hands and Seals the day and year first above written

Witness present at Signing Sealing & delivery

J G Rowland (Seal)
Susan G Rowland (Seal)
Wm G Hill (Seal)
Sarah C Hill (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 G Rowland and Susan his wife and William G Hill and Sarah, his wife who acknowledge that they Signed Sealed and delivered the above written instrument as their act and deed on the day and year therein named. And the said Sarah and Susan being by me examined Separate and apart from their said husbands and the contents of said deed being made Known to them acknowledged that they Signed Sealed and delivered said instrument as their act and deed without any coercion or compulsion of their said husbands

Given under my hand and Seal this 24th day of June A D 1836

Asem Vanvactin (Seal)

Benjamin Clark
To
Burnes Haley

Received for Record April 5th & Recorded April 4 1839

This Indenture made and entered into this 2nd day of April A D Eighteen Hundred and Thirty nine between Benjamin Clark and Clara Clark his wife of the first part and Burnes Haley of the Second part all of the State of Mississippi Witnesseth that the parties of the first part have for and in consideration of the sum of Twenty five hundred and twenty five Dollars to them in hand paid by the said Burnes Haley at and before the ensealing and Delivery of these presents the Receipt and payment of which they do hereby

acknowledged given granted, bargained, sold conveyed and confirmed and by these presents do give grant bargain sell convey and confirm unto the said Burrus Haley his heirs executors administrators and Assigns All and singular the following Described tract or parcel of land lying and being in the State of Mississippi and County of Madison and known and designated in the plat of Survey of lands in and for the district of Choctaw of said State as being the South East quarter of Section thirty three of township seven of Range two East containing One hundred and Sixty acres together with all and singular the hereditaments and appertenances thereunto belonging to have and to hold forever, and the said parties of the first part for the consideration aforesaid do covenant to warrant and by these presents forever defend the title to the above Described and hereby conveyed land and premises unto the said Burrus Haley his heirs executors administrators or assigns from all lawfull or Equitable claim or claims whatsoever In testimony whereof they the said parties of the first part hereunto put their hands and seals on the day and year first above written

Benjamin his x mark Clark (Seal)

Clara x Clark (Seal)

State of Mississippi }
Madison County } Personally appeared before me Gideon Bass Justice of the Peace for the County & State aforesaid Benjamin Clark who acknowledges that he signed sealed and delivered the foregoing deed as his act and deed

Given under my hand and seal this 2nd of April 1839

Gideon Bass (Seal)

State of Mississippi }
Madison County } I Gideon Bass acting Justice of the Peace for the County and State aforesaid do Certify that I have examined Clara Clark the wife of Benjamin Clark separate and apart from her husband who acknowledgeth that she signed sealed and delivered the foregoing deed of her own free will and accord and without any fear threats or compulsions of her husband Given under my hand and seal this 2nd day of April A.D. 1839

Gideon Bass (Seal)

Wm. S. Arnold & wife To Deed } Received for Record April 6th 1839 Recorded April 6th 1839

Mary Westbrooks } This Indenture made and entered into this Twenty Second day of August in the year of Our Lord One Thousand Eight hundred thirty Eight Between William S Arnold and Gary Arnold his wife of the first part and Mary Westbrooks of the second part both of Madison County and State of Mississippi, Witnesseth That in for consideration of the sum of One Thousand Dollars to them in hand paid the Receipt whereof is hereby acknowledged have given granted Bargained and Sold and by these presents do give, Grant & sell unto the said Mary Westbrooks her heirs and assigns forever the following Tract or parcel of Land lying the South half of the North west quarter of Section Twenty nine Township Twelve Range four East containing Eighty acres be the same more or Less To have and to hold the said parcel of Land to them the said Mary Westbrooks her heirs and assigns forever and we the said Wm S Arnold and Gary Arnold

his wife do warrant to and covenant with the said Westbrooks that until the ensealing hereof we were well seized in fee simple of said Land and have right to convey the same as above we being ourselves our heirs &c we will warrant and forever defend against the lawful claim or claims of any person or persons whatsoever lawfully claiming the same. In Testimony whereof we the Wm J Arnold and Gary Arnold have hereunto set our hands and seals the date and year first written

Signed sealed and delivered in the presence of
Bede Johnson

William J Arnold (Seal)
Gary her x mark Arnold (Seal)

State of Mississippi
Madison County } Personally appeared before me a Justice of the Peace acting in and for said County and State William J Arnold who acknowledged that he signed sealed and delivered the within and foregoing deed on the day and year therein mentioned as his act and deed. Also Sarah C Arnold wife of Wm J. Arnold on a private examination apart from her said husband and acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsions of her husband on the day and year therein mentioned. Given under my hand and seal this first day of April in the year of our Lord One thousand Eight hundred and thirty Nine

R. B. Fleming (Seal)

Burton Ezra
Deed
To
John H Thomas } Received for Record April 1st Recorded April 15th

This Indenture made & entered into twenty seventh day of June AD 1836 between Ezra Burton & Esther his wife parties of the first part John H Thomas of the second part & Riley McGuire of the third part all of the County of Madison & State of Mississippi Witnesseth that the Ezra Burton & Esther his wife have for and in consideration of the sum of five hundred & twenty six & 67/100 Dolls. to them in hand paid by the said Riley McGuire for the further consideration of the sum of ten dollars to them in hand paid by the said John H Thomas at & before the ensealing & delivery of these presents the receipt & payment of all which is hereby acknowledged given granted, bargained sold conveyed & confirmed & by these presents do give grant bargain sell convey & confirm unto the said John H Thomas his heirs or executors administrators & assigns all & singular the following described land (to wit) commencing on the line dividing the East & West half of the South West Quarter of Section 28 Township 9 of West in or near the town of Vernon at the N E corner of W Rowlands lot of ground about 200 feet North of Section line dividing 28 & 33 thence 100 feet North to a stake N L Balfour N W corner thence East with Balfours line 23 rods & nine links to a stake thence North 36 Poles to E & J Leggitts line thence West with said Leggitts line 23 rods & nine links thence a westerly direction with said Leggitts line and the North side of McCoots private road or main St Vernon to thence South 16 ft to J L. Arnolds corner thence East 200 feet with Arnolds line thence North with Arnolds line 200 feet to the North side of a Lot belonging to estate of Sam. Wilson thence East with Wilsons line to his N E corner thence South with Wilsons line to the line of a Lot of ground belonging to estate of W Rowland thence to the beginning containing eight Acres & a half more or less lying & being in the county of Madison & State of Mississippi together with all & singular the hereditaments & appur

tenances belonging or in any wise appertaining to have & to hold unto him the said John H. Thomas his heirs executors administrators & assigns forever & the said Ezra Burton & Esther his wife for the consideration aforesaid do for themselves their heirs executors administrators & assigns hereby covenant to warrant & by these presents forever defend the title to the above described hereby conveyed lands unto the said John H. Thomas his heirs executors administrators & assigns from the lawful and equitable claim or demands of all and every person & persons whomsoever. In testimony whereof we hereunto set our hands and seals on the day & date above written. The above conveyance bargain & sale is made however upon the following trusts & conditions & limits, whereas the said parties of the first part are indebted to the said Riley McGuire in the sum of five hundred & twenty six & 50/100 Dolls due by two several promissory Notes of the said Ezra Burton, one for two hundred & fifty four 12/100 Dolls on the first day of January A.D. 1837 the other on the first day of January A.D. 1838 for two hundred and seventy two 38/100 Dolls and the said parties of the first part are willing the better to secure the payment of the sums of money in the said promissory Notes specified at the times limited for the payment of the same Now therefore it is covenanted by all the parties to this deed that if the said party of the first part shall well & truly pay to the said Riley McGuire the said sum of two hundred & fifty four 12/100 Dolls on the first day of Jany A.D. 1837 & the further sum of two hundred and seventy two 38/100 Dolls on the first day of January A.D. 1838 that these presents shall forever cease and be void and the property above conveyed shall revert as to the title thereof in the said Ezra Burton & Esther his wife, but if the said Ezra Burton shall fail or refuse to pay the said sums of money in the said promissory Notes specified on the several days the same become due as aforesaid or if any part thereof shall be due & unpaid then it is covenanted by all the parties to this deed that the said John H. Thomas shall and may proceed to sell the above described lands at public auction in the town of Vernon to the highest bidder for ready money the said John H. Thomas having first given thirty days Notice by public advertisement in two public places in Madison County, of the time place & terms of sale & the said John H. Thomas shall proceed immediately after the sale of said lands to pay over to the said Riley McGuire the proceeds of said sale or so much thereof as will be sufficient to pay & satisfy the said Riley McGuire his debt so due & unpaid as aforesaid and if there should then be a surplus of money after paying the debt aforesaid & expenses of sale the same shall be paid to the said Ezra Burton It is further covenanted that the said lands shall remain in the possession of the said Ezra Burton subject however to be taken into the possession of the said John H. Thomas whenever it may become necessary under the terms of this deed to sell the same, and the said John H. Thomas doth covenant to perform all the duties required by this deed In testimony whereof all the parties to this deed hereunto set their hands & seals on the day & date first above written in presence of

Witness to Esther Burton
D. Mitchell

Ezra Burton (Seal)
Esther her × mark Burton (Seal)

John H. Thomas (Seal)

Interlineation between the fifth & sixth line from top on first between the sixth & seventh, seventh & eighth, eighth & ninth. Ninety & ninety lines from top on first page, also between the nineteenth & twentieth from top first page also erasure between the seventh & eighth line

& between the Ninth & tenth lines from top on first page All done before signing Sealing & delivery

State of Mississippi }
Madison County } Personally appeared before me D Mitchell a Justice of the Peace for Said County the above named Esther S Burton who being by me examined separate and apart from her husband acknowledged that she signed sealed and delivered the same on the day and year therein mentioned as her voluntary act and deed without any threats fear or compulsion from her husband Given under my hand and seal this 27th day of June AD 1836

D Mitchell JP (Seal)

State of Mississippi }
Madison County } Personally appeared before me D Mitchell a Justice of the Peace for Said County the above named Ezra Burton John F Thomas and Riley McGuire who severally acknowledged that they signed sealed and delivered the foregoing deed of Trust on the day and year therein mentioned as their act and deed

Given under my hand and seal this 27th day of June AD 1836

D. Mitchell JP (Seal)

* * *

S M Flournoy
To } Deed
John S Tucker }

Received for Record April 1st & Recorded April 8th 1836

This Indenture made and entered into this First day of April Anno Domini One thousand eight hundred and thirty nine between Samuel M. Flournoy Sheriff of Madison County Mississippi of the first part and John S Tucker of the second part Witnesseth that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against William Tucker in the following case viz at the April Term 1838 of said Court at the suit John M. Robb & Co for the sum of Two hundred and twenty One and 99/100 Dollars with interest at the rate of eight per cent per Annum from date until paid and costs of suit and whereas a writ of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid, directed to the Sheriff of Madison County aforesaid commanding him that of the goods and Chattles, lands and tenements of the aforesaid William Tucker he cause to be made the sum of Money mentioned in said writ of Fieri Facias to render to the said Plaintiffs at the April Term AD 1839 of said Court and the said Sheriff in conformity of the commands of said writ proceeded on the 19 day of February AD 1839 to levy the aforesaid writ of Fieri Facias, on the following described tract or parcel of land, as the property of the aforesaid Defendant lying and being in the County of Madison aforesaid known as the North East quarter of Section Twenty five Township Eleven & Range Three East containing by estimation One hundred & Sixty Acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the first day of April AD 1839 in the Madison Wing Advocate, a public newspaper printed in the town of Canton Miss the aforesaid land for sale at the Court House door in the town of Canton, aforesaid and the said Samuel M Flournoy Sheriff as aforesaid also proceeded on the First day of April AD 1839 to offer the same for sale at the Court House door aforesaid, to the highest bidder for Cash and John S Tucker appeared and bid Five Dollars and fifty cents per Acre which was more than any other person did or would bid now therefore for and in consideration of the aforesaid sum of Five Dollars and fifty cents per Acre to me in hand paid the receipt of which is hereby acknowledged I Samuel M. Flournoy, Sheriff as aforesaid by

ewhere of the authority vested in me as Sheriff, do hereby bargain sell and convey to the aforesaid John S Tucker all the right title interest and claim of the aforesaid William Tucker in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same forever free from the law John S Tucker his heirs Executors and Administrators

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

S M Flournoy Sheriff (L.S.)

The State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County Samuel M Flournoy Sheriff of the County and State aforesaid and acknowledged that he signed sealed and delivered the within Deed on the day and year therein mentioned as his act and deed as Sheriff as aforesaid

Given under my hand and Seal of Office at Canton this 1st day of April AD 1839

John T Cameron Clerk

(Seal)

Hector McNeill } Received for Record April 3rd & Recorded April 5 1839
To } Deed of Trust } The State of Mississippi }
Alex McNeill } Madison County } This Indenture made the nineteenth day of March in the year of Our Lord One thousand eight hundred and thirty nine by and between Hector McNeill of the County of Coahoma and State aforesaid of the first part and Alexander McNeill of the County of Warren and State aforesaid of the second part Whereas the said Alexander McNeill hath from time to time by endorsement and otherwise become liable for and on account of the said Hector McNeill for the payment of divers and sundry sums of money, and is still so liable, and the said Hector McNeill being desirous to secure and save the said Alexander McNeill harmless against all liabilities incurred as aforesaid therefore this Indenture witnesseth that the said Hector McNeill, as well for and in consideration of securing and indemnifying the said Alexander McNeill against all his liabilities incurred as aforesaid, as for the sum of ten dollars to the said Hector in hand well and truly paid by the said Alexander at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged hath granted bargained sold released, and confirmed and by these presents doth grant bargain release sell and confirm unto the said Alexander his heirs and assigns all those certain lots tracts or parcels of land situated and lying in the county of Madison and State of Mississippi and more particularly described as being the west half of the North west quarter of Section No Twenty two containing eighty Acres Lot No One hundred and Seventy eight being the extreme North one of the west half of the South west quarter of Section No twenty two containing nine Acres — And the east half of the North east quarter of Section No twenty eight containing eighty nine Acres all in township No eight of Range No three east also a Lot No One hundred and Seventy Six in the Town of Madisonville in the County and State last aforesaid, containing eight Acres and three quarters of an Acre Together with all and singular the buildings improvements ways

woods waters water courses rights liberties, priviledges hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, rents issues, and profits thereof To have and to hold the Said premises, and every part and parcel thereof, hereby granted or mentioned or intended So to be with the appurtenances unto the Said Alexander McNeill his heirs and assigns. For the only proper use and behoof of the Said Alexander his heirs and assigns forever. Provided also and nevertheless that if the Said Hector McNeill, his heirs executors or administrators shall and do well and truly pay or cause to be paid the Said divers and sundry sums of Money In the payment of which the Said Alexander McNeill hath become liable by endorsement and otherwise, or shall by other lawfull means save Keep harmless, and indemnify the Said Alexander his heirs, executors and administrators, From the payment of the Said Several Sums of Money and all Costs damages or charges on account of Said liabilities then and from thence forth this Indenture and the estate hereby granted shall cease determine and become and become absolutely null and void, any thing herein contained to the contrary notwithstanding. In witness whereof the parties have hereunto Set their hands and Seals the day and year first above written

Hector McNeill (Seal)

The State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in and for Said County the within named Hector McNeill who acknowledged that he Signed Sealed, and delivered the within written instrument as his act and deed on the day and year therein mentioned

Given under my hand and Seal the Nineteenth day of March A D 1839

Henry Garrett J P (Seal)

W & G Calhoons Deed } Received for Record April 6th & Recorded April 8 1839

W M & W H. Flournoy } This Indenture made and entered into this 27 day of March 1839 between Mitchell Calhoun & George Calhoun & Louisiana his wife of the first part and Warner M. Flournoy & Mercer H. Flournoy of the second part witnesseth that the parties of the 1st part In and in consideration of the Sum of Nineteen hundred and Fifty seven dollars to them paid by the parties of the Second part, the receipt whereof is hereby acknowledged. Have this day, bargained and Sold and by these presents do bargain sell alien & convey unto the parties of the second part, the following lots or parcels of land lying in the Town of Canton State of Mississippi and Noted & bounded as follows to wit beginning at the South Western corner of the Female Academy lot on the Street so called leading from Canton to Jackson opposite the South Eastern corner of Wm Drane Stable lot, Running thence with the Eastern Margin of Said road or Street Two hundred feet to a Stake, Thence due east Four hundred feet to a Stake thence due North Two hundred feet to a Stake Thence due West Four hundred feet to the beginning. To have & to hold Said Lot or parcel of land with all the appurtenances thereto appertaining & belonging and their heirs forever And the parties of the first part warrant & defend the Same against the claims or claim of every person whatsoever

In Testimony whereof the parties of the first part have hereunto Set their hands and affixed their

Seals the day & year first above written

Wm Calhoon Seal
Geo Calhoon Seal
Louisiana Calhoon 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 Mitchell Calhoon George Calhoon and Louisiana Calhoon wife of the said George Calhoon who severally acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed. And Louisiana wife of said George Calhoon on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said Deed as her voluntary act and deed freely and of her own accord without the fear threats or compulsions of her said husband but for the purposes therein specified.

Seal

Given under my hand and Seal of Office at Canton this 4th Day of April AD 1839
John T Cameron Clerk

L. F. Henderson
To
Deed
Saml T Teamster

Received for Record April 5th & Recorded April 8 1839

This Indenture made this Second day of April in the year of our Lord eighteen hundred and thirty nine between Lawson F Henderson and Ann P Henderson his wife of the county of Madison and State of Mississippi of the first part and Samuel T Teamster of the same county and State of the other part Witnesseth that the said party of the first part for and in consideration of the sum of four thousand dollars to them in hand paid the receipt whereof is hereby acknowledged have granted bargained, sold remised released aliened and confirmed and by these presents do grant bargain sell remise release alien and confirm unto the said party of the Second part and to his heirs and assigns forever, all those tracts or parcels of land situated and lying in the State of Miss. Mississippi the County of Madison and Town of Canton to wit Beginning at a stake on the North east corner of lot No 7 in Square No 8 and running east along Centre Street three hundred feet to a stake thence South four hundred feet to peace Street thence west three hundred feet with peace Street to the corner of lot No 6 in Square No 8. thence four hundred feet North to the beginning together with all and singular the hereditaments and appertenances thereunto belonging or in any wise appertaining and all the estate right title interest claim and demand whatsoever of the said party of the first part either in law or equity of in and to the above bargained premises with the said hereditaments and appertenances To have and to hold the said premises above described to the said party of the Second part his heirs and assigns to the sole and only proper use benefit and behoof of the said party of the Second part his heirs and assigns forever. and the said party of the first part for themselves their heirs executors and administrators do covenant grant bargain and agree to and with the said party of the Second his heirs and assigns that at the time of sealing and delivering of these presents they were well seized of the premises above conveyed as of a good perfect absolute and indefeasible estate of inheritance in the law in fee simple and that the above bargained

premises in the quiet and peaceable possession of the said party of the Second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof they will forever warrant and defend In witness whereof the party of the first part have hereunto set their hands and seals the day and year first above written

Lawson F Henderson (Seal)
Ann S Henderson (Seal)

The State of Mississippi }
Madison County } I Matthew C Cayce an acting Justice of the peace of the County of Madison aforesaid do hereby certify that Ann S Henderson the wife of Lawson F Henderson parties to the foregoing deed personally appeared before me in the County aforesaid and being examined by me separate and apart from her said husband and having the said duly explained to her she did declare that she voluntarily signed sealed and acknowledged the same to be her act and deed and that she was still satisfied therewith and now acknowledges the same, also at the same time and place came the said Lawson F Henderson and acknowledged the signing and noting of the said instrument as his act and deed, And I do further certify that I am satisfied from my own personal knowledge that the persons making the foregoing acknowledgement are the persons they represent themselves to be Witness my hand and seal of Office this the 5th day of April A D 1839

M C Cayce (Seal)

L G Slaughter }
To } Deed
John F Cook }

Received for Record April 5th 39 Recorded April 9th 1839

This Indenture made this fourth day of March in the year of our Lord One thousand eight hundred and thirty nine between Lewis G Slaughter and Lucinda Slaughter his wife of Madison County in the State of Mississippi of the One part and John F Cook of the County and State aforesaid of the other part Witnesseth that the said Lewis G Slaughter and Lucinda his wife for and in consideration of the sum of three hundred and fifty dollars current Money of the United States to them in hand paid before the execution of these presents the receipt whereof is hereby acknowledged have granted bargained and sold aliened and confirmed and by these presents do grant bargain and sell alien enfeoff and confirm unto the said John F Cook his heirs and assigns the following Lot a parcel of ground lying and being in the Town of Sharon and in Madison County and State of Mississippi described as follows Situated the through Female Academy and the Public Square in Square Number two Lot number four and on the South East Corner of Pearl and Centre Streets in said Town of Sharon containing one half Acre more or less and fronting One hundred and fifty feet on Centre Street and One hundred feet On Pearl Street Together with buildings improvements fixtures and all appurtenances thereto belonging to have and to hold the said Lot a parcel of ground as above described with the appurtenances and buildings thereto belonging or in any wise appertaining unto the said John F Cook his heirs and assigns to the only proper use and benefit of the said John F Cook his heirs and assigns forever and the said Lewis G Slaughter and Lucinda his wife for themselves & their heirs the said Lot a parcel of ground and premises to the said John F Cook his heirs and assigns against-

themselves and their and each of their heirs whatsoever claiming or to claim any right title or interest in and to the same or any part thereof shall and will warrant and forever defend by these presents In testimony whereof the said Lewis G Slaughter and Lucinda his wife have hereunto severally set their hands and affixed their Seals the day and year first hereinbefore written

Signed Sealed and delivered
in presence of

L G Slaughter Seal
Lucinda Slaughter Seal

The State of Mississippi }
Madison County ss } Personally appeared before me John F Cameron Clerk of the Probate Court of said County the above named Lewis G Slaughter and Lucinda 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 Lucinda wife of said Lewis G Slaughter on a private examination 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 without the fear threats or compulsion of her husband but for the purposes therein specified Given under my hand and Seal of Office at Canton this 6th day of April AD 1839

Seal

John F Cameron Clerk

S M Flournoy
to
Sam'l Ragsdale

Received for Record April 6th & Recorded April 9th 1839

This Indenture made and entered into this first day of April Anno Domini One thousand eight hundred and thirty nine between Samuel M Flournoy Sheriff of Madison County Mississippi, of the first part, and Samuel Ragsdale of Monroe County Miss of the Second part. Witnesseth that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Peter Ragsdale and others in the following case viz at the April Term 1837 of said Court at the Suit of Pine Ross & Caldwell assignee of Thomas B Hooper for the Sum of Three Thousand five Hundred and Eighty 7/100 Dollars with interest at the rate of eight per cent per annum, from date until paid and cost of Suit and whereas a writ of Fiera Facias issued from the Office of the Clerk of Circuit Court aforesaid, directed to the Sheriff of Madison County aforesaid commanding him that of the goods and chattles, lands and tenements, of the aforesaid Peter Ragsdale and others he cause to be made the sum of Money mentioned in said writ of Fiera Facias, to render to the said Plaintiff at the April term AD 1839 of said Court, and the said Sheriff in conformity of the command of said writ proceeded on the 23rd day of February AD 1839 to levy the aforesaid writ of Fiera Facias on the following described tract or parcel of land as the property of the aforesaid Defendant Peter Ragsdale lying and being in the County of Madison aforesaid known as the S½ E½ SE¼ of Section No Eight Township No Ten of Range No 3 East and SW¼ and W½ SE¼ of SE¼ & E½ SE¼ of W½ E½ NE¼ of Section No Nine of Township No 10 of Range No 3 East containing by estimation four hundred and forty acres be the same more or less, and the said Sheriff proceeded to advertise the same for thirty days previous to the first day of April AD 1839 in the Madison Whig Advocate a public newspaper printed in the town of Canton Miss the aforesaid lands for sale at the Court House door in the town of Canton, aforesaid and the said Samuel M Flournoy Sheriff as afore

Sam also proceeded on the First-day of April A D 1839 to offer the Same for Sale at the Court House door aforesaid to the highest-bidder for Cash and Samuel Ragsdale appeared and bid Seven Dollars and one & one half cents per Acre which was more than any other person did or could bid now therefore for and in consideration of the aforesaid Sum of Seven Dollars and one & one half cents per Acre amounting to three thousand and Eighty Six & 50/100 Dollars to me in hand paid, the receipt of which is hereby acknowledged, I Samuel M Flournoy, Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain Sell and convey to the aforesaid Samuel Ragsdale all the right-title interest, and claim of the aforesaid Peter Ragsdale in and to the aforesaid tract-or parcel of land together with all and singular the appertenances thereunto belonging or in any wise appertaining, to have and to hold the Same forever free from the said Peter Ragsdale his heirs Executors and Administrators. In Testimony whereof I have hereunto set my hand and affixed my Seal the day and year first-written

S. M. Flournoy Shff (Seal)

The State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County Samuel M Flournoy Sheriff of the County State aforesaid and acknowledged that he signed Sealed and delivered the written Deed on the day and year therein mentioned as his act-and Deed as Sheriff as aforesaid

Given under my hand and Seal of Office
Seal
at Canton this 6th day of April A D 1839
John T Cameron Clerk

Kellis Walton to John H Rollins } Received for Record April 9th 1839 } Recorded April 9th 1839
Deed

This Indenture made and entered into this the third day of April Anno Domini 1839 by and between Kellis Walton and Margaret Walton wife of the said Kellis Walton of the County of Madison and State of Mississippi of the first-part, and John H Rollins of said State and County of the Second Witnesseth that whereas on the Sixteenth day of October A D 1835 the said party of the first sold and delivered to the said party of the second part the lot-or parcel of land herein after correctly described for the Sum of Seven hundred Dollars for which the said party of the second part executed to the said party of the first two Several promissory notes one due on the first-day of March 1836 for the sum of Three hundred and fifty Dollars, the other for the same amount due on the first day of January 1837, at which time, to wit on the Sixteenth day of October A D 1835 the said party of the first part made and executed to the said party of the second part his bond in the Sum of fourteen hundred Dollars conditioned that the said party of the first-part should upon the payment of the said last mentioned Note make or cause to be made to the said party of the Second part a good and sufficient title in fee simple to the said tract of land herein after correctly described, and whereas the said party of the second did on the said first-day of January 1837 well and truly pay to the said party of the first part the said Sum of Seven hundred dollars with interest thereon, and take up discharge and pay off the two Notes aforesaid Now therefore the said party of the first-part for and in consideration of the said bond conditioned as aforesaid as well as the said Seven hundred Dollars paid as aforesaid the receipt whereof is hereby acknowledged have granted bargained Sold and conveyed, and by these presents do grant bargain sell and convey unto the said party of the second part his heirs and assigns the following described land situate and being in the County of Madison and State of Mississippi and being near the Town of Canton in said

County joining the lands at present owned and occupied by Dr Thomas Catchings with the said Dr Thomas Catching on the west a lot at present owned by John Mecum on the East, Antre street on the South, and the land at present occupied by Samuel Ewing on the North commencing at the South East Corner of Dr Thomas Catchings land and running parallel with Antre street due East Nine hundred links to a stake, thence due North Eight hundred and Ten links thence North forty Seven degrees West six hundred and Eighty six links, thence North Sixty Eight and a half degrees west four hundred and Thirty one links, thence South to the beginning Making Eleven acres more or less with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the Estate right title interest claim and demand whatever of them the said party of the first part of in and to the said lands and premises and every part and parcel thereof To have and to hold the said land and premises above mentioned, and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns to his only proper use and behoof of the said party of the second part his heirs and assigns forever And the said party of the first part for themselves and their heirs the said lands and premises and every part and parcel thereof against themselves and their heirs and all and every other persons whatsoever will warrant and forever defend to the said party of the second part his heirs and assigns

In Witness whereof the said party of the first part have hereunto set their hands and Seals the date first above written

Killis Walton (Seal)
Margaret Walton (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the within named Killis Walton and Margaret Walton 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 Margaret 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 without the fear threats or compulsions 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 April AD 1839
John T Cameron Clerk

(Seal)

Daniel Garard
To }
A B McWillie } Mortgage

Received for Record April 8th & Recorded April 9th 1839

The State of Mississippi }
Madison County } This indenture entered into this the Sixth day of April in the year of our Lord Eighteen hundred and Thirty Nine between Daniel Garard of the first part and Abram B McWillie and Richard Rimmer of the second part Witnesseth that the said Abram B McWillie and Richard Rimmer have become Principals in a Court and Security note with for the said Daniel Garard for the sum of Five Hundred Dollars, dated the day and year above written payable, which Note is to be discounted in the Union Bank of the State of Mississippi at Jackson and which said Note it is contemplated to renew from time to time and the said Daniel Garard being desirous to secure and save the said party of the second part against

all responsibility as of the Note aforesaid therefore this Indenture witnesseth that the said party of the first part as well for and in consideration of the premises securing the said party of second part from the payment of the Note aforesaid as the sum of One Dollar to him in hand paid by the said party of the second part at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged hath granted bargained and sold and released and by these presents doth bargain sell and release unto the said party of the second part their heirs and assigns the following described land lying in the County and State above stated known and designated as follows in the original survey The East half of the South East fourth of Section seventeen East half of the North East fourth Section Twenty The west half of the North West fourth of Section Twenty One & the west half of South west fourth of Section Twenty One the above described Land all in Township Eleven Range Five East To have and to hold the said described Land with all the rights privileges and appurtenances unto the said party of the second part their heirs and assigns to the only proper use benefit and behoof of the said party of the second part their heirs and assigns forever provided nevertheless that if the said party of the first part his executors and administrators shall and do well and truly pay or cause to be paid unto the said Bank the aforesaid promissory Note for Five Hundred Dollars on the day and time herein before mentioned and the day on which said Note is payable due as appears upon the face of said Note or by other lawful means save and keep harmless the said party of the second part their heirs Executors and administrators from the payment of the said Note and all costs damages or charges as Principals & Sureties aforesaid then the above Indenture and the estate by it granted shall determine and cease and become absolutely null and void In Testimony whereof I have hereunto set my hands & seal the day and year before written

Test H. A. McLawson

Daniel Garard (L.S.)

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the peace Daniel Garard whose name is to the above Mortgage who acknowledges that he signed sealed and delivered the above Mortgage as his own act and deed for the purposes therein specified Given under my hand & seal April 8th 1839

H. A. McLawson J.P.

Andrew A Lynch
To } Received for Record April 8th 1839 Recorded April 9th 1839
Deed
Owen Van Vacter } This Indenture made the eighth day of April in the year of our Lord One thousand eight hundred and thirty nine Between Andrew A Lynch of the County of Madison and State of Mississippi of the One part, and Owen Van Vacter of said County and State of the other part Witnesseth that the said Andrew A Lynch for and in consideration of the sum of two hundred and fifty Dollars to him in hand paid, by the said Owen Van Vacter at & before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, and the said Owen Van Vacter his Heirs Executors and Administrators forever released and discharged therefrom, by these presents has granted bargained, sold, conveyed and confirmed, and by these presents does grant bargain sell convey and confirm unto the said Owen Van Vacter his Heirs and Assigns Forever All that certain parcel of land situated in

the county and State aforesaid and more particularly described as being the undivided moiety of that part of Lot number eight in the town of Madisonville in the County and State aforesaid which was purchased by said Van Vacter and Lynch on the first Monday after the fourth Monday in October A D eighteen hundred and thirty Six at a Sheriffs sale as the property of one Joseph Riddle Dr Said part of lot number eight purchased at Sheriffs sale as aforesaid fronting twenty five feet on Main Street and running back one hundred feet Said part of lot number eight purchased at Sheriffs Sales as aforesaid having thereon an Office heretofore occupied by Said Van Vacter and Lynch and also a Stable and Carriage house 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 him the said Andrew A Lynch of in and to the Same To Have and to hold the above granted bargained and described premises with the appurtenances unto the said Owen Van Vacter his Heirs and Assigns forever: and the said Andrew A Lynch for himself his Heirs Executors and Administrators doth covenant grant, promise and agree to and with the said Owen Van Vacter his heirs and Assigns that he the said Andrew A Lynch and his Heirs, the above described and hereby granted premises and every part thereof with the appurtenances unto the said Owen Van Vacter and his heirs and Assigns against the said Andrew A Lynch and Against all Persons lawfully or equitably claiming or to claim said premises, or any part thereof, Shall and will Warrant and by these Presents Forever Defend. In Witness whereof the said Andrew A Lynch and Owen Van Vacter have hereunto set their hands and seals the day and year first above written

Signed Sealed and Delivered in the Presence of

Andrew A Lynch (Seal)
Owen Van Vacter (Seal)

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in and for said County the within named Andrew A Lynch and Owen Van Vacter who acknowledged that they signed sealed, and delivered the within Indenture as their act and deed On the day and year therein mentioned

Given under my hand and Seal this eighth day of April in the year of our Lord eighteen hundred and thirty Nine

Henry Garrett Jr (Seal)

D. F. Meyers & Wife
To
William Hemingway

Received for Record & Recorded April 9th 1839

State of Alabama
Tuscaloosa County } Know all men by these presents that we D. F. Meyers and Martha Meyers of Lowndes County State of Mississippi for and in consideration of Six thousand two hundred dollars tons in hand paid by William Hamingway of York District South Carolina have bargained conveyed and sold unto William Hemingway his heirs and assigns forever all that tract piece or parcel of land situated and lying in Madison County State of Mississippi Known as the W half of N W quarter of Section No twelve E half of N E quarter and E half of S E quarter of Section No fifteen

the whole of Section No Eleven the S W quarter and the N W quarter of Section No Fourteen, and the S E quarter of the S E quarter of Section No Seven all being in Township No Eleven N and Range No five E and containing twelve hundred and forty acres together with all the members rights and hereditaments and appurtenances thereunto belonging or in any wise appertaining to have and to hold all and singular the premises unto the said William Hemingway his heirs and assigns forever And we bind ourselves our heirs and executors and assigns to warrant and forever defend all and singular the above rights and premises to William Hemingway his heirs and assigns against our selves our heirs executors and assigns and against every person claiming or to claim the same or any part thereof In witness whereof we have hereunto set our hands and affixed our seals this the 21st day of December in the year of our Lord One thousand eight hundred and thirty eight and in the Sixty third year of the Sovereignty and Independence of the United States America

Signed Sealed and Delivered
in the presence of

David F Myers
Martha Myers

The State of Alabama
Tuskaloosa County } Personally appeared before me John B Samuel Clerk of the Circuit Court for said County the above named David F Myers and Martha Myers his wife who acknowledge that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned to the said William Hemingway and the said Martha Myers wife of the said David being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same freely and voluntarily without any fear threats or compulsion of her said husband

Given under my hand and Seal of Office
at Office the 21st day of December 1838

John B Samuel Clerk

The State of Alabama

I Peter Martin Judge of the third Judicial Circuit of the State aforesaid do certify that John B Samuels whose name is assigned to the foregoing certificate as Clerk of the Circuit Court for Tuskaloosa County is now and was at the day of the date Clerk of said Court and that said Certificate is in due form of law and entitled to full faith and credit

Decr 22d 1838

P Martin

M C Robinson
To
Burnes Haley } Received for Record April 9th 1839 Recorded April 10th 1839

This Indenture made this fourth day of April in the year of our Lord Eighteen hundred & thirty nine between Montgomery C Robinson of the County of Madison and State of Mississippi of the first part and Burnes Haley of same County and State aforesaid of the second part Witnesseth that the said Montgomery C Robinson for and in consideration of the sum of one hundred dollars to him in hand paid the receipt of which is hereby acknowledged has this day bargained sold aliened released & confirmed and by these presents does bargain sell alien release and confirm unto the said Burnes Haley his heirs and assigns all that tract or parcel of land lying and being in the County & State aforesaid and described

as follows Viz Lot number two Section Seven Township Seven Range three East containing Seventy Eight-Acres more or less To have and to hold the said herein described premises with all and singular the appurtenances thereto belonging unto the said Burrus Haley his heirs and assigns forever And the said Montgomery C Robinson for himself and his heirs does hereby covenant promise and agree to and with the said Burrus Haley his heirs and assigns that he the said Montgomery C Robinson and his heirs the tract or parcel of land and premises above described with the appurtenances unto the said Burrus Haley his heirs and assigns shall and will warrant and forever defend by these presents against the claims of all persons whatsoever In Testimony whereof the said Montgomery C Robinson has hereunto subscribed his name and affixed his Seal the day and year herein first written

Signed sealed and Delivered in presence of
W. T. Legrand
O Rogers

Montgomery C Robinson (Seal)

The State of Mississippi
Madison County } Personally appeared before me the undersigned Justice of the Peace in and for said County the above named O Rogers one of the subscribing witness to the foregoing Deed who first being duly sworn deposeth and saith that he saw the above named Montgomery C Robinson whose name is subscribed thereto sign seal and deliver the same to the within named Burrus Haley that he this Deponent subscribed his name as a witness thereto in the presence of the said Montgomery C Robinson and that he saw the other subscribing witness sign the same in the Presence of the said Montgomery C Robinson and in the Presence of each other the day year therein mentioned Sworn to and Subscribed

O Rogers

before me this 9th day of April 1839
Gideon Bass (Seal)
J P

M C Robinson
To
David W Haley

Received for Record April 9th 1839
Recorded April 10th 1839

This Indenture made and entered into this fourth day of April in the year of Our Lord One thousand eight hundred and thirty nine between Montgomery C Robinson of the County of Madison and State of Mississippi of the first part and David W Haley of the County and State aforesaid of the second part Witnesseth that the said Montgomery C Robinson for and in consideration of the Sum of two hundred dollars to him in hand paid the receipt of which is hereby acknowledged has this day bargained sold aliened released and confirmed and by these presents does bargain sell alien release and confirm unto the said David W Haley his heirs and assigns all that tract of land lying and being in the County and State aforesaid and described as follows, to wit, The North half of the South East quarter and the North half of the South West quarter of Section One Township Seven Range two East containing One hundred and Sixty acres more or less with all and singular the appurtenances thereto belonging or in anywise appertaining and all the Estate right title interest claim and demand whatever of him the said Montgomery C Robinson of in and to the said lands to have and to hold the said lands and every part and parcel thereof with the appurtenances unto the said David W Haley his heirs and assigns forever and the said Montgomery C Robinson for himself and his heirs the said land and every part

ofence thereof against himself and his heirs and against all and every person whatever will warrant and forever defend to the said David W Haley his heirs and assigns
In witness whereof the said Montgomery C Robinson has hereunto set his hand and seal the day and year above written

Signed Sealed and delivered in presence of
Wm T Legrand
O Royse

Montgomery C Robinson — (Seal)

The State of Mississippi
Madison County } Personally appeared before me the undersigned Justice of the Peace in and for said County the above named O Royse one of the subscribing witnesses to the foregoing Deed who first being duly sworn deposeth and saith that he saw the above named Montgomery C Robinson whose name is subscribed thereto sign seal and deliver the same to the within named David W Haley that he this deponent subscribed his name as a witness thereto in the presence of the said Montgomery C Robinson and that he saw the other subscribing witness sign the same in the presence of the said Montgomery C Robinson and in the presence of each other the day & year therein mentioned Sworn to & subscribed before me this 9th day of April AD 1839

Gideon S Bass (JP) } O Royse

Burrus Haley & Wife
To
Mortage
Mississippi Union Bank

Received for Record April 9th & Recorded April 10th 1839
State of Mississippi
Madison County } Mortgage Bank District

Whereas Burrus Haley a citizen of said State, residing in the county aforesaid, being an owner of real estate, situated in the State of Mississippi, on the 17th day of July in the year eighteen hundred and thirty-eight, being within the time prescribed, at Canton in the county of Madison subscribed for two hundred and eighty three shares of one hundred dollars each, amounting to twenty eight thousand three hundred dollars of the stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of said State, approved on the twenty first day of January in the year eighteen hundred and thirty seven and reapproved on the fifth February 1838 for which said sum of twenty eight thousand three hundred dollars the said Burrus Haley hath executed his bond in bill single, of even date with these presents payable to the said Mississippi Union Bank and being desirous and disposed according to the provisions of the eighth section of said original act of incorporation of said Bank to secure the payment of the said bond, for the stock so subscribed, as aforesaid; that the payment of the capital and interest of ten millions, five hundred thousand dollars, of the loan to be obtained by means of the bonds of the State, issued in conformity with the fifth section of said original act of incorporation at the times the said bonds for that sum shall severally fall due, may thereby be assured, and to secure the annual payment of four per centum upon the principal, and seven per centum interest on the loan he may receive from said Bank, as stockholder therein according to the provisions of the thirty first section of the original act of incorporation, at such times and places as the same may be required, he the said Burrus Haley hath offered and agreed to convey by deed of Mortage to the said Mississippi Union Bank the following described property to wit: the East half of the North West quarter of Section thirty two, the North East quarter and the east half of the South East quarter of Section number thirty two the

The North west quarter of Section number Thirty three the west half of the North East quarter and Twenty acres off of the South end of the East half of the North East quarter of Section number Thirty three and the South half of Section number Thirty three and the west half of the South west fourth of Section number Thirty four in Township number Seven and range two East and lot Two in Section number three and Township number Six and Range number Two east containing together according to the official Statements in the patents and receipts Eleven hundred and Thirty three Acres and 50/100 of an acre situate and now being in the County of Madison which said property, the Board of Directors of the said Mississippi Union Bank have, as is hereby acknowledged deemed sufficient, and at least for the present equal to the above mentioned number of Shares of the Stock to subscribed as aforesaid which after the recording of these presents, shall belong to the said Burrus Haley subject however, and hereafter, if need be to be graduated and reduced finally regulated according to the principles embodied in the Second and twenty sixth Sections of the said original act of incorporation, and as modified and varied by the eighth Section of the act supplemental thereto approved the fifteenth day of February 1838. Therefore the said Burrus Haley doth acknowledge himself debtor to the Mississippi Union Bank, in the said sum of Twenty eight thousand three hundred dollars being the amount of the Shares of the Stock of said Bank so subscribed, as aforesaid of which he is to be holder by virtue of these presents the payment of which, in order to secure the payment of the Capital and interest of ten Millions five hundred thousand dollars of the bonds of the State as aforesaid, and of the loan which the said Burrus Haley shall or may obtain from the said Bank as aforesaid, at such times and in such proportions, as the said Bank in conformity with said original act of incorporation, may require the said Burrus Haley is specially desirous to secure as aforesaid. Therefore This Indenture made and entered into this day of April in the year eighteen hundred and thirty Nine by and between the said Burrus Haley and Alice M Haley his wife citizens of the State of Mississippi, and residing in the county of Madison aforesaid of the One part and the Mississippi Union Bank, created and incorporated, by the Legislature of said State of the other part Witnesseth that the said Burrus Haley and Alice M Haley his wife for and in consideration of the premises before recited, and of the further consideration of One hundred dollars to them in hand paid, and to secure the payments aforesaid do hereby grant bargain sell, convey and Mortgage, and by these presents have granted bargained sold conveyed and Mortgaged unto the said Mississippi Union Bank all and singular the above described property, To have and to hold the said above described property, unto the said Mississippi Union Bank, until the bonds of the State for said sum of ten Millions five hundred thousand dollars issued in conformity with the fifth and thirteenth Sections of said original act of incorporation, with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank, and until the said Burrus Haley shall have paid the amount of said bond, executed to the said Mississippi Union Bank for the amount of said Shares as aforesaid, and also until he shall have paid the pledged loan, which he may have obtained as Stockholder according to the provisions of the thirty first Section of said original act of incorporation, unless the said Burrus Haley do previously transfer said Stock and be discharged, in the manner and form prescribed by the twenty ninth Section of the original act of incorporation, and Sixth Section of the act supplemental thereto And upon such payments

or transfer and discharge as aforesaid then and thenceforth as well this present Indenture and the estate hereby granted, conveyed and Mortgaged as the bond aforesaid shall cease determine, and become absolutely null and void anything herein contained to the contrary notwithstanding otherwise to remain in full force and effect in Law and equity forever And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank and doth further declare, that upon the recording of these presents and upon the production of a certificate from the Clerk of the Probate Court of the County or Counties within which the above mentioned property may be situated that the same has been duly recorded, and that there is no prior deed of conveyance, mortgage or other incumbrance of record thereon and upon the production of a second certificate bearing date at least three months, subsequent to the day of the recording of these presents that no other Mortgage or incumbrance whatever upon said land, was recorded or delivered for record in the Office of such Clerk, and that since the date of the act of recording these presents, no other mortgage deed of conveyance, or incumbrance whatever, upon the aforesaid property has been recorded or delivered for Record and upon the production of the certificate of the Clerk of the Circuit Court of the county of the residence of the said Burrus Haley that there is no judgment against him or if there be any, stating the amount, and that there was none known to him against those under whom he claims, at the date of their conveyance to him respectively, And upon the production also of the affidavit of the said Mortgagor that there is no Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery bond or otherwise, in any court of the State or of the United States or if there be any, stating its amount) then the said Mortgagor shall be the lawful owner of Two hundred eighty three Shares (subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights, faculties, advantages and profits, to which the Stockholders of the said Bank are entitled according to the true intent and meaning of the said Original act of incorporation, and of the act Supplemental thereto as aforesaid, It is also hereby expressly understood and agreed, that in case hereafter, the right title or titles through which the present Mortgagor derives the above described property shall be deemed insufficient, On account of some defect therein or if any claim either by judgment or conveyance, should be successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself to furnish other unincumbered property of sufficient amount, and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe The said Mortgagor also agreeing that if the whole amount of the bonds for the said Stock or any part thereof or the whole amount of the loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said Original act of incorporation and the act Supplemental thereto, then this present Mortgage and the Sums of Money hereby secured, by virtue of the twenty sixth section of the said Original act of incorporation shall bear ten per centum interest per Annum after maturity if not punctually paid and the said Mississippi Union Bank may and shall have the right to cause the said property Mortgaged as aforesaid in whose hands soever the same may be found, or a sufficient quantity thereof, to be seized and sold, to obtain the payment of any sum or sums of Money which the said Mortgagor may

owe as Stockholder either on said Stock or on said privileges to an according to the laws of this State and to the true intent of the said Original Act of incorporation upon due public notice thereof It is also further hereby understood and agreed and the said Mortgagor doth acknowledge that whenever it shall appear to the Satisfaction of the said Directors that the property, presently and hereby Mortgaged to Secure the amount of stock allotted to said Mortgagor as aforesaid, is not of Sufficient value then the said Mississippi Union Bank shall have the right to reject the same And in Such case may require other Security or in default thereof reduce the Shares of Such defaulter to the amount Sufficiently Secured

In Testimony Whereof the said Burrus Haley and Alice M Haley his wife have hereunto set their hands and seals on this 8th day of April in the year of our Lord eighteen hundred and thirty Nine

Burrus Haley (S)
Alice M Haley (S)

State of Mississippi }
Madison County } ss Personally appeared before me Gideon Bass Esquire an acting Justice of the Peace the within & above named Burrus Haley who acknowledged that he signed sealed and delivered the foregoing Deed of Mortgage on the day and year therein mentioned as his act and deed. Given under my hand and Seal this 8th day of April AD 1839

Gideon Bass (S)

State of Mississippi }
Madison County } ss I Gideon Bass acting Justice of the Peace in and for the County of Madison State of Mississippi do hereby certify that Mistress Alice M Haley wife of the grantor, in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed, freely without any fear threats or compulsion of her said husband

Given under my hand and Seal this 8th day of April in the year of our Lord One thousand eight hundred and thirty Nine

Gideon Bass (S)

Samuel D Livingston }
To }
W B Ogles }

Received for Record at Recorder April 10th 1839

This Indenture made and entered into this 8th day of April in the year of Our Lord One thousand eight hundred and ~~thirty~~ nine Between Samuel D Livingston and Phebe his wife of the County of Madison and State of Mississippi of the one part and W B Ogles of the County of Madison and State of Mississippi aforesaid of the other part Witnesseth that the said Livingston and wife hath for and in consideration of the sum of twelve hundred dollars to them in hand paid By the said W B Ogles the receipt whereof is hereby acknowledged hath granted Bargained Sold aliened and confirmed and by these presents do grant bargain sell alien & confirm unto the said W B Ogles his heirs & a certain tract or parcel of Land lying and being in said County and known and designated as follows to wit Beginning One pole South Eleven degrees West from a hickory and two Black Jacks and the

North west corner of the North East quarter of Section Eighteen Township Nine Range three East Thence North Eighty two and One half degrees East Eighty Poles to a Stake thence South Eleven degrees West forty Poles to a Stake thence South Eighty and one half degrees west Eighty Poles to a Small Post Oak Bush at the Road leading from Canton to Moores Bluff 7 Poles Ferry Thence N Eleven degrees East along the road 16 poles Ferry forty poles to the Begenning to contain twenty acres more or less To have and to hold Said tract of land with all and Singular the premises there unto belonging or in any wise appertaining and the said Livingston and wife doth for themselves their heirs &c covenant and agree to and with the said Ogles his heirs &c to warrant and forever defend the title to the aforesaid tract or parcel of Land from themselves their heirs &c and from the claim or claims of all and every other person or persons whatsoever unto the Said Urbane B Ogles his heirs &c forever In Testimony whereof the said Livingston and wife hath hereunto set their hands and Seals the day and date first above written

S D Livingston (Seal)
Phebe Ann Livingston (Seal)

The State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probat Court of said County Samuel D Livingston and Phebe Ann Lumpton his wife whose Names are Subscribed to the 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 Phebe Ann the wife of Said Samuel D Livingston on a private examination Separate and apart from her husband acknowledged that She Signed Sealed and delivered said Deed as her voluntary act and Deed freely and of her own accord without the fear threats or compulsion of her Said husband but for the purposes therein specified

(Seal)

Given under my hand and Seal of Office at Canton this 10th Day of April A D 1839
John T Cameron Clerk

John D McLean & wife
to
Deed
Lorenzo Latham

Received for Record April 10th & Recorded April 11th 1839

This Indenture made and entered into this fifth day of April Eighteen hundred & thirty Nine between John D McLean & Rhoda McLean wife of Said John D McLean of the County of Madison & State of Mississippi of the first part & Lorenzo Latham of the County & State aforesaid of the other part Witnesseth that the said Parties of the first part for and in consideration of the Sum of fifteen hundred dollars to them in hand paid by Lorenzo Latham the receipt whereof is hereby acknowledged have granted bargained Sold & conveyed & released & by these presents doth grant bargain Sell transfer & convey unto Said Latham his heirs & assigns forever all of the right title interest & claim whatsoever of the said party of the first of in and to the following described lots or parcel of ground To wit a part of lot number one in Square number two in the Town of Canton in the State & County aforesaid being twenty eight feet of the west part of Said Lot in Said Square fronting upon Centre Street in Said Town & extending back at right Angles from Said Centre Street two hundred feet bounded on the East by the remainder of Said lot number One in Square number two at present occupied by W A Forbes on the West by a lot at present owned by James M Matlock & on the South by the Said Centre Street together with all and Singular the hereditaments and appurtenances thereunto belonging

or in any wise appertaining all the right, estate title, interest claim and demand whatsoever of the said J D McLean & wife of in and to said Lot and premises to have & to hold the same to the only proper use and behoof of the said Latham his heirs & assigns forever. In Witness whereof the said John D McLean & Rhoda his wife (who hereby relinquishes her right of dower in said premises) have hereunto set their hands and seals the day & year first written

John D McLean (Seal)
Rhoda McLean (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 D McLean and Rhoda McLean 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 Rhoda the wife of said John D McLean on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said Deed as her voluntary act and Deed freely and of her own accord without the fear threats or compulsion of her said husband but for the purposes therein specified

Given under my hand and Seal of Office
(Seal) at Canton this 10th Day of April AD 1839
John T Cameron Clerk

Wm G Doyle
To
Deed
Christmas } Received for Record April 12th & Recorded April 11th 1839

This Indenture made and entered into this fifth day of November AD Eighteen hundred and thirty five between William G Doyle and Jane Doyle his wife parties of the first part and Richard and Henry Christmas all of the County of Madison and State of Mississippi of the Second part witnesseth that the said parties of the first part for and in consideration of the sum of One Thousand dollars to them in hand paid by the said party of the Second part at and before the ensealing and delivery of these presents the receipt of which is hereby acknowledged have given granted, bargained, sold conveyed and confirmed and by these presents do give grant bargain sell convey and confirm unto the said party of the Second part his heirs executors administrators and assigns all and singular the following described lands known and designated in the plat of survey of lands in and for the Choctaw District in the State of Mississippi as being the West half of the North East Quarter of Section No twelve of Township No eight of Range No two East containing by estimation about Seventy Nine & Sixty Nine hundredths Acres be the same more or less To have and to hold unto him the said party of the Second part his heirs and assigns forever. To have and to hold the said land and premises above mentioned and every part and parcel thereof with the appurtenances unto the said party of the Second part his heirs and assigns to the only proper use and behoof of the said party of the Second part his heirs and assigns forever and the said William G Doyle and Jane Doyle his wife for themselves their heirs the said land and premises and every part and parcel thereof against themselves and their heirs and all and every person & persons whatever will warrant and forever defend unto the said party of the Second part his heirs and assigns forever. In testimony whereof the said William G Doyle and Jane Doyle his wife hereunto set their

hands and Seals on the day and year first above written
Signed Sealed and delivered
in presence of us
R. Small
John L. Hill

William G. Doyle (Seal)
Jane Doyle (Seal)

State of Mississippi }
Carroll County } This day personally appeared before Richard Small an Acting Justice of the peace in and for said County William G. Doyle and Jane Doyle his Wife bargainors to the foregoing Deed and acknowledged that they Sealed Signed and delivered the Same as their acts and deeds for the purposes therein contained on the day of the date thereof and the said Jane Doyle wife of the said William G. Doyle aforesaid being examined separate and apart from her said husband saith she doth hereby relinquish her right of Dower in and to the fore mentioned lands and bargained premises and that the same is of her own voluntary will and without the force fear or threats of her said husband Given under my hand and Seal 12th November 1834

R. Small J.P. (Seal)

John Briscoe }
To }
Robt Lassiter }

Received for Record & Recorded April 11th 1839

The State of Mississippi }
Madison County } Know all men by these presents that I John Briscoe of the County of Madison and State of Mississippi for and in consideration of the sum of Three Hundred Dollars to me in hand paid by Robert Lassiter of the Same County and State the Receipt whereof I hereby acknowledge Have by these presents, given granted bargained Sold and conveyed and by these presents do give grant bargain Sell and Convey and confirm unto the said Robert Lassiter his heirs Executors Administrators and Assigns forever a certain Lot or parcel of ground lying and being in the Town of Canton and Known and designated in the Plat of Town Lots laid off by said Briscoe as Lot No in Square No Three Beginning at the South East Corner of a Lot recently purchased by said Lassiter of one Thos. H. Winfree running thence West Two hundred feet to A. J. Cameron's line thence South with his line One hundred feet thence East Two hundred feet to Union Street as laid out by said Briscoe thence North with said Street One hundred feet to the Beginning together with all and Singular the Privileges and appurtenances to the said Lot or parcel of ground in anywise appertaining and belonging, To have and to hold the above granted premises to him the said Robert Lassiter his heirs and assigns to his and their use and behoof forever And I the said John Briscoe for myself my heirs Executors and administrators do covenant to and with the said Robert Lassiter his heirs and assigns that I am lawfully seized in fee of the aforesaid premises that they are free from all incumbrances, that I have good right to sell and convey the same to the said Robert Lassiter as aforesaid, And that I will and my heirs Executors and Administrators shall warrant and forever defend the same to the said Robert Lassiter his heirs and assigns against the lawfull demands of all persons whatsoever. And I Jane Briscoe wife of the said John Briscoe in consideration of five Dollars to me in hand paid the receipt whereof is hereby acknowledged do hereby release to the said Robert Lassiter his heirs and assigns all my right and title of Dower in the aforesaid Premises In testimony whereof the said John Briscoe and Jane my wife have hereunto set our hands

and affixed our Seals this 11th day of April AD 1839

John Briscoe (Seal)
Jane Briscoe (Seal)

The State of Mississippi }
Madison County } ss. Personally appeared before me John J Cameron Clerk of the Probate Court of said County the above named John Briscoe and Jane 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 Jane the wife of said John Briscoe being by me examined separate an apart from her said husband acknowledged that she signed sealed and delivered the foregoing Deed and relinquishment of Dower as her voluntary act and Deed freely and of her own accord and not from any fear threats or compulsion of her husband, for the purposes therein expressed and on the day and year therein mentioned

Given under my hand and Seal of Office at Canton this 11th day of April AD 1839

(Seal)

John J Cameron Clerk

Gabriel Allen & Wife To: Deed
A B & Thos Allen

Received for Record & Recorded April 11th 1839

This Indenture made this 12th day of February One Thousand Eight Hundred and Thirty six between Gabriel Allen and Margaret Allen his wife of the County of Madison and State of Mississippi of the first part and John & Thomas Allen of the same County and State aforesaid of the Second part Witnesseth that the said Gabriel Allen and his wife Margaret in consideration of the Sum of Six Hundred dollars in hand paid at or before the signing and Sealing these presents (the receipt whereof is hereby acknowledged have granted, bargained and Sold and by these presents does grant bargain and sell unto the said John Allen and Thomas Allen their heirs and assigns all that tract or parcel of land Situated lying and being in the County of Madison and State of Mississippi aforesaid and designated and known as the East half of the South West quarter of Section No 31 Township No 12 of Range Four East together with all the rights privileges and appurtenances to said tract or parcel of land belonging or in anywise appertaining to have and to hold the same tract or parcel of land with the rights privileges and appurtenances aforesaid unto them the said John Allen and Thomas Allen their Heirs and assigns forever. And the said Gabriel Allen and his wife Margaret Allen for themselves, their Heirs Executors and administrators the said tract or parcel of Land together with the rights privileges and appurtenances thereto belonging or appertaining unto the said John Allen and Thomas Allen their heirs and assigns free from the claim or claims of them the said Gabriel Allen and his wife Margaret Allen their heirs executors and administrators and of all and every person or persons whatsoever shall will and does forever warrant and defend by these presents. In Witness whereof the said Gabriel Allen and his wife Margaret Allen have hereunto set their hands and affixed their seals this day of February AD 1836 as above written

Signed Sealed and delivered in presence of

Gabriel Allen (Seal)
Margaret Allen (Seal)

The State of Mississippi }
Madison County } Personally appeared before me R B Boyd Living

an acting Justice of the peace in and for said County Gabriel Allen 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 Margaret Allen wife of the said Gabriel Allen being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein mentioned as her own voluntary act and not from any threats force or compulsion of said husband

Given under my hand and seal this the tenth day of April AD 1839

R B W Fleming J P (Seal)

John Briscoe & wife
To
Deed
M & G Calhoun

Received for Record & Recorded April 18th 1839

This Indenture made and entered into this 6th day of February in the year of Our Lord One thousand eight hundred and thirty nine between John Briscoe and Jane his wife of the first and Mitchell Calhoon and George Calhoon of the second part all of the County of Madison and State of Mississippi Witnesseth That the said parties of the first part for and in consideration of the sum of two thousand two hundred and fifty Dollars to them paid and secured to be paid the receipt whereof is hereby acknowledged have this day bargained and sold and by these presents do bargain, sell alien, convey and confirm to the parties of the Second part the following lots or parcels of Land lying within the Corporation of the Town of Canton in the County and State of aforesaid to wit beginning in a new the western margin of the Road leading from Canton to Jackson by the way of the female Accademy, Recorded at the North eastern corner of a small tract a parcel of Land heretofore sold by the parties of the first part to W B Ogles & thence due West four hundred and one feet to the first Street that such course will reach a to new the Northeastern corner of a tract of Land of about twenty four Acres heretofore conveyed by the parties of the first part to the parties of the Second part thence due North with the Street a Road five hundred and odd feet to a point a Stake from which a line due east will touch and line upon the Southern line of a lot heretofore Sold by the parties of the first part to Westley Drain and the South ern line of the female Accademy lot running with these lines due east eight hundred and odd feet to a point a Stake from which a line due Southern reach the North eastern Corner of a tract of Land heretofore conveyed by the parties of the first part to the parties of the Second part containing about fourteen Acres running from the said point a Stake to the aforesaid Northeast Corner, thence due West four hundred and one feet to the beginning. Reserving out of this boundary the following lot to wit a Lot that lies immediately South of the female Accademy lot, fronting One hundred feet on the aforesaid Road and running and being two hundred feet back of and east of the said Road The Land a lots so above conveyed subject to the aforesaid Reservation contains to contain about Nine Acres but the boundary aforesaid subject to the Reservation aforesaid is sold and conveyed to the parties of the second part with all benefits of any surplus that it may contain, to have and to hold the land a lots aforesaid to the parties of the second part with all the appurtenances thereunto belonging and their heirs forever and the parties of the first part covenant that they are seized and

2250 00

possess of the Said Land & lots, and have lawfull right to Sell the Same and they warrant and defend the Same to the parties of the Second part and their heirs and assigns forever against the claim or claims of all persons whatever in testimony whereof the parties of the first part have hereunto set their hands affixed their Seales the day & 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 within named John Briscoe and Jane Briscoe his wife and acknowledged that they signed Sealed and delivered the within Deed on the day and year therein mentioned as their act and deed, And Jane the wife of Said John Briscoe 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 without the fear threats or compulsion of her Said husband but for the purposes therein specified

Given under my hand and Seal of Office
at Canton this 11th Day of April AD 1839
John T Cameron Clerk

(Seal)

Received for Record & Recorded April 11th 1839

Briscoe & Wife
to 3 Deed
M & G Calhoon

This Indenture made and entered into this 8th day of March in the year of Our Lord One Thousand Eight hundred and thirty nine between John Briscoe and Jane his wife of the first part and Mitchell Calhoon and George Calhoon of the Second part Witnesseth that the said parties of the first part for and in consideration of the Sum of twelve hundred Dollars in hand paid the receipt whereof they hereby acknowledge have this day bargained and Sold, and do by these presents bargain sell, alien and convey unto the parties of the Second part the following tract of Land containing five acres Metes and bounded as follows to wit, commencing on Liberty Street or the Street or Road which ever it may be called which runs from the Town of Canton towards Jackson between the Female Academy and Wesley Drains Stable lot at a Stake five hundred feet due South from Drains Stable lot on Said Street or Road Thence due west to the next Street or Road four hundred feet more or less, Thence due South to the Land heretofore conveyed by the parties of the first part, to the parties of the second part to a Stake Supposed to be a little upwards of five hundred feet, Thence due East to the Said Road leading to Jackson Thence due North to the beginning, Also the following lot, Lot, commencing at the South western corner of the female academy lot in or near Canton running from thence due South two hundred feet to a Stake Thence due east two hundred feet to a Stake, Thence due North two hundred feet to a Stake, Thence due West to the beginning, To have and to hold the aforesaid Land and Lots with all the appertenances thereunto belonging to them the said Mitchell & George Calhoon and their heirs forever and the parties of the first part covenant with the parties of the Second part That they are seized in fee of the said Land and Lots and have lawful right to Sell the Same, and they

warrant and defend the Same to the Said Mitchell & George Calhoon and their heirs forever against themselves and all persons claiming by through or under them, and against all persons whatsoever In Testimony whereof the parties of the first part have hereunto set their hands and affixed their Seals the day and year first above written

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 and Jane the wife of said John Briscoe 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 without the fear threats or compulsion of her husband but for the purposes therein mentioned

Given under my hand and Seal of Office at Canton this 11th day of April AD 1839

(Seal)

John T Cameron Clerk

John Briscoe & Wife
To }
Deed
Joseph McComfort

Recorded for Record April 11th 1839 Recorded April 12th 1839

The State of Mississippi }
Madison County } Know all men by these Presents that I John Briscoe of the County of Madison and State of Mississippi for and in consideration of the Sum of Five hundred Dollars to me in hand paid by Joseph McComfort of the Same County & 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 conveyed and confirmed unto the said Joseph McComfort his heirs Executors Administrators and assigns a certain Lot or Parcel of ground lying and being in the Town of Canton and South of the Original Boundary of said Town and known and designated in the plat of Town lots laid off by said Briscoe as Lot No Five in Square No 2 fronting on Union Street (100) One hundred feet and running back with Academy Street Two hundred (200) feet together with all and singular the privileges and appurtenances to the said Lot or parcel of ground in any wise appertaining and belonging, To Have and to Hold the above granted premises to him the said Joseph McComfort his heirs and assigns to his and their use and behoof forever and I the said John Briscoe for myself my heirs Executors and Administrators do covenant to and with the said Joseph McComfort his heirs and assigns that I am lawfully seized in fee of the afore granted premises that they are free from all incumbrances, that I have good right to sell and convey the same to the said Joseph McComfort as aforesaid, and that I will and my heirs Executors and Administrators shall warrant and forever defend the same to the said Joseph McComfort his heirs and assigns against the lawfull demands of all persons whatsoever, And I Jane Briscoe wife of the said John Briscoe in consideration of One Dollar to me in hand paid the receipt whereof is hereby acknowledged do hereby release to the said Joseph McComfort his heirs and assigns all my right and title of Dower in the aforesaid premises In testimony whereof I the said John Briscoe and Jane my wife have hereunto set our hands and affixed our Seals this the first day of April AD 1839

John Briscoe (Seal)
Jane Briscoe (Seal)

The State of Mississippi
Madison County } Personally appeared before me John H 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 & deed And Jane the wife of said John Briscoe on a private examination separate and apart from her husband and acknowledged that she signed sealed and delivered the said deed as her voluntary act and deed free of her own accord without the fear threats or compulsion of her said husband but for the purposes therein specified

Given under my hand and seal of Office
at Canton this 11th Day of April AD 1839
John H Cameron Clerk

(Seal)

John Briscoe & Wife
To
Deed
M Comfort

Received for Record April 11th & Recorded April 12th 1839

The State of Mississippi
Madison County } Know all men by these presents I John Briscoe of Madison County and State of Mississippi for and in consideration of the sum of Six hundred Dollars to me in hand paid by Joseph M Comfort 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 and confirmed unto the said Joseph M Comfort his heirs Executors administrators and assigns a certain lot or parcel of ground lying and being in the Town of Canton and South of the Original Boundary of said Town and known and designated in the plat of Town lots laid off by said Briscoe as Lot No Six in Square No 2 fronting in Liberty Street 100 feet and running back with Academy Street Two hundred (200) feet together with all and singular the privileges and appurtenances to the said Lot or parcel of ground in any wise appertaining and belonging, To Have and to hold the above granted premises to him the said Joseph M Comfort his heirs and assigns to his and their use and behoof forever, And I the said John Briscoe for myself my heirs Executors and administrators do covenant to and with the said Joseph M Comfort 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 Joseph M Comfort as aforesaid, and that I will and my heirs Executors and administrators shall warrant and forever defend the same to the said Joseph M Comfort his heirs and assigns against the lawful demands of all Persons whatsoever, And I Jane Briscoe wife of the said John Briscoe in consideration of One Dollar to me in hand paid the receipt whereof is hereby acknowledged do hereby release to the said Joseph M Comfort his heirs and assigns all my right and title of Dower in the aforesaid premises, In testimony whereof I the said John Briscoe and Jane my wife have hereunto set our hands and affixed our seals this the first day of April AD 1839

John Briscoe (Seal)
Jane Briscoe (Seal)

The State of Mississippi
Madison County } Personally appeared before me John H 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 And Jane the wife of said John Briscoe

on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said Deed as her voluntary act and deed freely and of her own accord without the fear threats or compulsion of her said husband but for the purposes therein specified

Given under my hand and Seal of Office at Canton this 11th Day of April AD 1839

(Seal)

John H Cameron Clerk

Henry Phillips
To
Deed of Trust
Wilson Peters

Received for Record April 12th 1839 Recorded April 12 1839

This Indenture made this 9th day of April 1839 between Henry Phillips of the County of Madison and State of Mississippi of the first part and Samuel B Kennedy and Joseph H Montgomery of the second part and Wilson Peters of the County of Wilson and State of Virginia of the third part Witnesseth, that whereas the said Henry Phillips and John S Gooch have this day executed to the party of the third part their certain promissory Notes One for Five thousand two hundred and Nine teen dollars and seventy four cents payable the first day of January 1840 the other for Four thousand seven hundred and Sixteen dollars and fifteen cents due the first day of January 1841 which sums the said Henry Phillips wishes to secure to the said party of the third part and also to render the punctual payment thereof certain now in consideration of the premises and of the further sum of one dollar to him in hand paid by the party of the second part the said party of the first part hath bargained and sold and by these presents doth bargain and sell to the said party of the second part the following Negro Slaves to wit Peter aged eighteen years Mike aged seventeen years, Ellick aged sixteen years Ed aged fifteen years, Annis aged twenty one years Harriet aged twenty years Martha aged twenty years Lisa aged twenty years Betsy aged fourteen years Tempy aged twenty years Berleigh aged fifteen years Venus aged twenty three years Davy aged twelve years Sam aged Sixteen years, Squire aged twelve years Henry aged eight years Davy aged eight years Mary Harvey aged twenty one years Rhody aged twenty years, Anthony aged fifteen years Sandy aged twenty years, Wallace aged twenty five years Mash aged twenty three years Dick aged twenty years Charles aged twenty eight years, Jim aged twenty six years Jerry aged twenty nine years. Joe aged twenty six years Fountain aged twenty three years Mary aged twenty one years Moses aged twenty years Dolly aged twenty years and the said party of the first part doth covenant and agree with the party of the second part, warrant and defend to them the title of the said Slaves respectively against all claims whatsoever, and he doth further covenant with them that he is the owner of said Slaves respectively forever and free from all lien or incumbrance of any kind, and that they are respectively sound and healthy and Slaves for life. But this conveyance is on this express trust that if the said party of the first part shall fail to pay at maturity either of the Notes aforesaid the said party of the second part or either of them shall proceed to make sale of the man of said Slaves for cash in hand, or so much pay said Note so unpaid or such part thereof as may remain unpaid including all interest and costs up to the day of sale and the costs of making such sale, The Sale not to be made to satisfy the first Note before the 1st of April 1840 nor to satisfy the second before the 1st day of April 1841 and before making the sale the said trustees or the survivor of them shall advertise the same at least thirty days in some public newspaper printed in Canton if any be there printed, and if not then in some public newspaper printed in Jackson, unless by consent of parties such advertisement is omit, The party of the first part

The State of Mississippi & Wilson Peters Ex Cx
Madison County
and due 1st of January 1840 & 1841 & further
fullfilled written satisfaction
in court to have the Note for $5292.74/100 being the amount
Given under my hand & official seal this 1st day of January 1840
Thos Jones Clerk

is to pay all cost of the preparation execution and recording this deed
In Testimony whereof the parties hereunto set their hands and seals the day and year first aforesaid

The word "or" in the 3rd line interlined before signed

Test

Danl Mayes as to
Phillips Montg.y & Peters
West Garey
Danl Mayes as to
Kennedy
West Garey

Henry Phillips (Seal)
Saml B Kennedy (Seal)
Jos F Montgomery (Seal)
Wilson Peters (Seal)

Superior Court of Chancery
of the State of Mississippi } Personally appeared before me R L Dixon Clerk of said Court the above named Daniel Mayes one of the subscribing witnesses to the foregoing instrument who being first duly sworn deposeth and saith that ~~that~~ he saw the above named Henry Phillips Saml B Kennedy Jos F Montgomery & Wilson Peters whose names subscribed thereto sign seal and deliver the same to the said Saml B Kennedy & Jos F Montgomery that he this deponent subscribed his name as a witness thereto in the presence of the said Henry Phillips Saml B Kennedy Jos F Montgomery & Wilson Peters and that he saw the other subscribing witness West Gary sign the same in the presence of the said Henry Phillips, Saml B. Kennedy Jos F Montgomery & Wilson Peters and in the presence of each other on the day and year therein named

Given under my hand & Official Seal
the 10th April AD 1839 R L Dixon Clk
By Thos. J. Shepherd

The State of Mississippi }
Madison County } Personally appeared before me J S Salmon an acting Justice of the Peace in and for said County West Garey one of the subscribing witnesses to the foregoing instrument who first being duly sworn deposeth and saith that he saw the above named Henry Phillips Saml B Kennedy Jos F Montgomery & Wilson Peters whose names are subscribed thereto sign seal and deliver the same to the said Saml B Kennedy Jos F Montgomery that he this deponent subscribed his name as a witness thereto in the presence of the said Henry Phillips Saml B Kennedy Jos F Montgomery & Wilson Peters and that he saw the other subscribing witness Daniel Mayes sign the same in the presence of the said Henry Phillips Saml B Kennedy Jos F Montgomery & Wilson Peters and in the presence of each other on the day and year therein named

Given under my hand & Official seal the
the 10th April AD 1839
J. S. Salmon JP (Seal)

Deed Record "F" pgs 331-670

Byrne Herman & Lud Trust
Thos Henderson Et al

Received for Record & Recorded April 13th 1839

This Indenture Made the second day of February in the year of our Lord One thousand Eighty hundred & thirty nine Between John B. Byrne, and A Remy his wife Louis F Herman, and A Dreyer his wife Charles Briggs — his wife of New Orleans State of Louisiana and Charles A Lacoste of Natchez State of Mississippi of the first part, Thomas Henderson of Natchez State of Mississippi of the second part, and the following incorporated Banking institutions located in the City of New Orleans State of Louisiana to Wit, The New Orleans Gas Light & Banking Company, The Union Bank of Louisiana, The Merchants Bank, The Consolidated association of the Planters of Louisiana, The Bank of Louisiana, The New Orleans Canal & Banking Company, The City Bank of New Orleans, The Mechanics & traders Bank, The Bank of Orleans, The Commercial Bank of New Orleans, The Atchafalaya Banking Company, The Exchange & Banking Company, The New Orleans improvement & Banking Company, The Citizens Bank of Louisiana, The New Orleans & Carrollton Rail Road Company of the third part

Witnesseth That the said parties of the first part in consideration of the debts to be secured hereinafter mentioned and of One dollar to them in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged do Give grant Bargain sell and Convey unto the said parties of the second part, First The following property of the said parties of the first part jointly viz a House & Lot in the Town of Clinton in the County of Hinds & State of Mississippi situate on Main Street being the same formerly owned by Lamson & Pratt — One undivided half of Elliott Plantation containing Eleven hundred & twenty acres of land situate in Tallahatchie County State of Mississippi, lately owned as joint property by the said parties of the first part, and James A. Grivault of the County of Tallahatchie — One undivided half of the following tracts of land conveyed to the parties of the first part by the said James A. Grivault & wife by deed bearing date 8th January Eighteen hundred & thirty six Viz. The N W¼, E½ S W¼. W½ S E¼ of Section One. W½ S E¼ of Section two. Lots 1. 2. 5. 6. 7. 8. 10. 11. 12. 13. & 14 of Section two, Lots 9. 10. 11. & 12 of Section three. W½ N W¼ Section Eleven; E½ N W¼ Section twelve; W½ S W¼ Section twelve; S E¼. E½ N E¼ & E½ S W¼ of Section fifteen; N E¼ & W½ S E¼ of Section ten, all in Township twenty one Range two East; Also S W¼ & W½ S E¼ of Section thirty six & lot number seven of Section thirty five in Township County two. Range two East; Also S½ of Section twenty two. N W¼ N E¼ & W½ S E¼ of Section ~~twenty~~ three, E½ Section fourteen, Lot No Nineteen in Section Eleven & N W¼ of Section 28 in Township twenty two Range 3 East, Also Section twenty six W½ S W¼ of Section twenty five E½ N E¼ Section thirty five; W½ N W¼ Section thirty six in Township twenty three Range two East, E½ Section Seventeen; E½ N W¼ Section Seventeen: W½ S E¼, E½ S W¼. Section Eight; N W¼. W½ N E¼; E½ S W¼ of Section twenty one; all in Township twenty four Range three East; Also Lots No 1. 5. 6. 7. 11 & 12 of Section Nine; & S W¼ Section twenty one; in Township twenty three Range Eight West Also Section twenty eight. & S½ Section twenty One in Township twenty four Range Eight West; One undivided half of the following described Lots of land lying & being in the Town of Tascahoma Tallahatchie County Mississippi, Conveyed to the parties of the first part, by the said James A Grivault and wife by deed bearing date second January Eighteen hundred & thirty six, Lots number three & four Square three; Lots two & seven Square four, Lots One & two Square five, Lots One two & six Square six, Lots One two. three. four. five. six seven & Eight. Square seven, Lots One. two & three Square nine. Lot five Square twelve. Lot six Square thirteen, Lot One. two four. six. seven & Eight Square fourteen, Lots seven & Eight Square sixteen, Lots three four & five Square seventeen. Lots three & seven Square Nineteen, Lot six of Square twelve, Lots seven Eight & Square Nine — A Lot in the Town of Manchester in Yazoo County Mississippi known & designated on the Plat of said Town as Lot number three hundred & Nine

situated on Bayou Street — Second The following Property of the said Charles A. Lacoste individually Viz The S½ of Section two — Township Thirteen Range 2 East. N.W¼ W½ N.E¼. W½ S.E¼ — E½ S.W¼ S.¼ Township Thirteen Range two East. S.E¼ Section twenty six — E½ S.W¼ & W½ S.E¼ of Section twenty seven — Township fourteen Range two East. The E½ of N.E¼ Section seven — The W½ of N.W¼. The E½ of N.E¼ S.E¼ of N.W¼ & the S.W¼ of N.E¼ of Section Eight. Township Thirteen Range two East, The E½ of N.E¼ Section twenty seven Township fourteen Range 2 East. The N½ of Section twenty Eight township fourteen Range 2 East, Lots 6 & 7 of Section Nineteen township fourteen Range two East, The W½ of S.W¼ Section Eighteen Township fourteen Range two East, The E½ of N.E¼ & the E½ of S.E¼ Section four Township Thirteen Range two East, The S½ & the W½ of N.W¼ Section three Township thirteen Range 2 East. The S.W¼ Section twenty Eight township fourteen Range two East, The E½ of the N.E¼ Section twenty seven. Township fourteen Range 2 East, The N.E¼ of N.W¼ & the N.W¼ of N.E¼ Section Eight Township thirteen, Range two East, the above described tracts of land Containing about Three thousand & fifty acres — Section forty three Township Eleven Range 4 East, containing six hundred & thirty three acres of land situate in Claiborne County Mississippi — The undivided half of the following tracts of land viz — Lots fourty five of Section One — The E½ of S.E¼ of Section Eleven — and Section No twelve in Township fourteen Range 4 East Containing in the aggregate six hundred & Sixty Eight acres. — The undivided third part of the following tracts of land Viz Lot No Three Section Thirteen Township fourteen Range two East, — The E part of Section four & N.E¼ of Section six Township Six Range four West, The W½ of Lot two of Section thirty two & West ½ Lot three & Lot four of Section thirty seven. Township fourteen Range four East — The West half of North E. quarter Section Nineteen Township fourteen Range four East. Lots five & Six Section thirty three. Lots One, two, four & five of Section Thirty Six, township fourteen range four East — The north half of Lot four Section forty one; both half of Section forty two & South west Quarter of Section forty three township fourteen range four East — Lot two of three Section twelve, & fractional Section Nineteen township thirteen range four east — Lots three & four Section six Lots four & five Section Seventeen Lot three of Section fourteen township Seventeen Range four east. Section Sixteen. W½ of South west Quarter & South east Quarter of South West Quarter of Section Seven West half of North East Quarter Section Eighteen township Seventeen Range four East — ~~Section Seven~~ Lot No 2 Section Six township Seventeen Range four East — Section Seven & North half of Section Eight township Six Range four West — Lots two, three, four, five, & Six Section twenty two; and Lots two, three & four Section thirty two township Six Range three West — Lots one, three & four Section thirty Eight township fourteen Range four East — Lots three & four Section thirty — Lot two Section forty one township fourteen Range four East — Lot two Section twenty Six & West half North West Quarter Section forty two township thirteen Range four East — fractional ¼ of Section twenty five township thirteen Range two East — Lots three & four Section forty three & Lot two Section forty five township thirteen Range three East — Containing in the aggregate Sixty Seven Hundred and thirty two Acres — The undivided half of the following tracts of Land Viz: Lot five Section Eighteen township Eight South Range Seven West — Lots one, two, & three of Section ten township Eight South Range Seven West — North East Quarter; East half North West Quarter Section twenty five township Seven South Range ten West — Section Seventeen township Nine South Range fourteen West — Lots one, four, five Section thirty one township Nine South Range fourteen West — East half North West Quarter, East half North East Quarter Section twenty Seven township Seven South Range ten West — Containing in the aggregate fourteen Hundred and twenty three Acres — The undivided half of the West half and of the West half of the South east Quarter and of the West half of the North East Quarter of Section twenty one township Nineteen Range Eight West Containing in the aggregate four Hundred and Seventy Eight Acres of land — a Lot in the town of Jackson Mississippi; conveyed to the said Lacoste by Wm. P. Grayson & Wife. situate on State Street and containing two Acres of Land — To have & to hold the said tracts of Land unto the said parties of the second part to their only proper uses hereinafter provided and stipulated. For Ever. Provided that if in the Event of Herman Biggs & the drawers of the following described promissory Notes, and the Endorsers upon any of them failing to pay said promissory Notes at Maturity the said parties of the first part their Heirs, Executors and Administrators or either of them do pay or Cause to be paid to the said parties of the third part or their assigns

the Just and full Sums of Money. Respectively due or to become due to Each Severally as the Same become due and payable as Mentioned Stipulated and promised in the following promissory Notes. Viz. The following Made and Executed in New Orleans by Hermann Boggs & Co a Commercial firm in that City dated the first day of March Eighteen Hundred and thirty Eight and described as follows. —

Five Several promissory Notes all Subscribed to the Order of and Endorsed by Thomas Barrett & Co the first being for the Sum of Seven thousand Nine Hundred and Eighty five dollars and Seventy Cents and the Other four being Each for a like Sum of Seven thousand Nine Hundred and Eighty five dollars and Sixty Seven Cents all Bearing Interest at the rate of Seven per Cent per Annum from date untill paid and Made payable respectively on the first day of May in the Years Eighteen Hundred & Thirty Nine — Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. Which Said Notes are also Endorsed by the firm of Reynolds Byrne & Co. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by Samuel Hermann & Son and afterwards Endorsed by the Said firm of Reynolds Byrne & Co. three of Said Notes being Each for a like Sum of Fourteen thousand five Hundred & Ninety nine dollars & Eighty Cents. and the other two being each for a like Sum of Fourteen thousand five Hundred & Ninety nine dollars and Seventeen Cents. all bearing Interest at the rate of Seven per cent per annum from the date thereof untill paid and Made payable respectively on the Said first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & Co and afterwards Endorsed by the Said Samuel Hermann & Son. the first two of Said Notes being Each for a like Sum of Four thousand four Hundred & Eighty five dollars & three Cents & the Other three being Each for a like Sum of Four thousand four Hundred & Eighty five dollars & two Cents all bearing Interest at the rate of Seven per Cent per Annum from the date thereof untill paid and Made payable respectively on the first day of May in the Years Eighteen Hundred & Thirty Nine Eighteen Hundred forty Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three

Five Several promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & Co and also afterwards By A. M Nathan the first of Said Notes being for the Sum of Three Thousand Eight Hundred & fifty two dollars & Seventy Six Cents & the Other four being Each for a like Sum of Three Thousand Eight Hundred & fifty two dollars & Seventy four Cents. all bearing Interest at the rate of Seven per Cent per annum from the date thereof untill paid. and Made payable respectively on the Said first day of May in the Years Eighteen Hundred & Thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

and Five Several promissory Notes all Subscribed to the Order of & Endorsed by the Said firm of Reynolds Byrne & Co Each of Said Notes being for a like Sum of Fifty Thousand Eight Hundred & Sixty two dollars & Eleven Cents all bearing Interest at the rate of Seven per Cent per annum from the date thereof untill paid. and Made payable respectively on the Said first day of May in the Years Eighteen Hundred and Thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. — The Said twenty five Notes being due to the Said Gas Light & Banking Company. —

Five Several Promissory Notes all Subscribed to the Order of and Endorsed by Thomas Barrett & Co and afterwards Endorsed by the firm of Reynolds Byrne & Co Each of Said Notes being for a like Sum of Eleven Thousand & Ninety dollars and Sixty Seven Cents. all bearing Interest at the rate of Seven per Cent per annum from date untill paid. And Made payable respectively on the first day of May in the Years Eighteen Hundred & Thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by Samuel Hermann & Son and afterwards Endorsed by the Said Reynolds Byrne & Co Each of Said Notes being for a like Sum of one Thousand two Hundred & Eighty Nine dollars & forty two Cents all bearing Interest at the rate of Seven per Cent per annum from the date thereof untill final payment and Made payable respectively on the Said first day of May in the Years Eighteen Hundred & Thirty Nine. Eighteen Hundred & Forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by Leigh Madden & Co & afterwards Endorsed by the Said Reynolds Byrne & Co. the first two of Said Notes being for a like Sum of Eight Hundred & Fifty Seven dollars & Ninety two Cents & the Other three being Each for a like Sum of Eight Hundred & Fifty Seven dollars & Ninety one Cents all bearing Interest at the Rate of Seven per Cent per annum from Date untill paid. And Made payable Respectively on the Said first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & Co & afterwards Endorsed by Hodge Canard & Co the first of Said Notes being for the Sums of two Thousand & two dollars & two Cents. & the Other four being for a like Sum of two Thousand & two dollars & three Cents each all bearing Interest at the Rate of Seven per Cent per annum from date Untill paid and Made payable Respectively on the first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & Co & afterwards also Endorsed by Samuel Hermann & Son the first of Said Notes being for the Sum of Seven Thousand & Ninety Nine dollars & Eighty Seven Cents & the Other four being Each for a like Sum of Seven Thousand & Ninety Nine Dollars & Eighty Six Cents all bearing Interest at the rate of Seven per Cent per annum from date Untill paid. And Made payable respectively on the Said first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & Co each of Said Notes being for a like Sum of Twenty three Thousand Three Hundred & forty three dollars & Seventy Six Cents all bearing Interest at the rate of Seven per Cent per annum from date Untill paid and Made payable respectively on the Said first day of May in Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two. & Eighteen Hundred & forty three. — The Said Thirty Notes being due to the Said Union Bank of Louisiana. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by Thomas Barnett & Co and also afterwards Endorsed by the Said Reynolds Byrne & Co. four of Said Notes being Each for a like Sum of Twenty Nine Thousand Nine hundred & fifty three dollars & forty four Cents and the fifth being for the Sum of Twenty Nine thousand Nine hundred & fifty three dollars & forty three Cents all bearing Interest at the Rate of Seven per Cent per annum from date Untill paid. and Made payable respectively on the first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by Forest Brothers & Afterwards also Endorsed by the Said Reynolds Byrne & Co. three of Said Notes being for a like Sum of Fifteen thousand One Hundred & Eighty Eight dollars & Seventy Nine Cents. & the last two being Each for a like Sum of Fifteen thousand Nine Hundred & Eighty Eight dollars & Seventy Cents. all bearing Interest at the Rate of Seven per Cent per annum from date Untill paid & Made payable on the first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by Reynolds Byrne & Co & Also Endorsed by John L Hodge by his Attorney in fact Andrew Hodge Jr. & Also afterwards Endorsed by Samuel Hermann & Son, Each of Said Notes being of a like Sum of Twelve Thousand three hundred & Forty Six dollars & forty Nine Cents. all bearing Interest at the Rate of Seven per Cent per annum from date Untill paid. and Made payable on the first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty Eighteen Hundred & forty one. Eighteen Hundred & forty two. & Eighteen Hundred & forty three. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & Co & Also Endorsed by John L. Hodge through his Attorney in fact Andrew Hodge Jr. and also afterwards Endorsed by Thomas Barnett & Co two of Said Notes being Each for a like Sum of Six Thousand one hundred & Seventy three dollars & thirty Cents

& the Other three being Each for a like Sum of Six thousand Six Hundred & Seventy three dollars & twenty Nine Cents. All bearing Interest at the Rate of Seven per Cent per Annum from Date Until paid & Made payable on the said first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severale promissory Notes all Subscribed to the Order of & Endorsed by the said Reynolds & Byrne &c two of said Notes being Each for a like Sum of Eight thousand four Hundred & Eighty four dollars & Ninety five Cents & the Other three being Each for a like Sum of Eight thousand four Hundred & Eighty four dollars & Ninety four Cents. All bearing Interest at the Rate of Seven per Cent per Annum from date Until paid & Made payable respectively on the said first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. the said Twenty five Notes being due to the Merchants & Bank. —

Five Severale promissory Notes all Subscribed to the Order of & Endorsed by Thomas Barrett & Co & Afterwards Endorsed by the said Reynolds Byrne & Co Four of said Notes being Each for a like Sum of Eight thousand Six Hundred dollars & five cents & the fifth for the Sum of Eight thousand Six Hundred dollars & four Cents. All bearing Interest at the Rate of Eight per Cent per Annum from the date thereof Until paid. And Made Payable on the said first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severale promissory Notes all Subscribed to the Order of & Endorsed by Reynolds Byrne & Co. Three of said Notes being Each for a like Sum of two thousand three Hundred & Ninety Nine dollars & fifteen Cents & the Other two being Each for the like Sum of two thousand three Hundred & Ninety Nine dollars & fourteen Cents all bearing Interest at the Rate of Eight per Cent per Annum from date Until paid. And Made payable respectively on the first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. — The said ten Notes being due to Consolidated Association of the planters of Louisiana. —

Five Severale promissory Notes all Subscribed to the Order of & Endorsed by Reynolds Byrne & Co. two of said Notes being Each for a like Sum of Eleven thousand four Hundred & twenty Six dollars & Seventy Cents & the Other three being Each for a like Sum of Eleven thousand four Hundred & twenty Six dollars & Seventy One Cents. All bearing Interest at the Rate of Eight per Cent per Annum from Date Until paid & Made Payable respectively on the said first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severale promissory Notes all Subscribed to the Order of & Endorsed by Thomas Barrett & Co & Also afterwards endorsed by the said Reynolds Byrne & Co Each of said Notes being for a like Amount of two thousand Six Hundred & Eighty Seven dollars & Seventy Eight Cents bearing Interest at the Rate of Eight per Cent per Annum from date Until paid payment. And Made payable Respectively on the first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. The said ten Notes being due to the said Bank of Louisiana. —

Five Severale promissory Notes all Subscribed to the Order of & Endorsed by the said Reynolds & Byrne &c. four of said Notes being for a like Amount of Twenty Six thousand Seven Hundred & thirty one dollars & fourteen Cents & the fifth being for the Sum of twenty Six thousand Seven Hundred & thirty one dollars & fourteen Cents. All bearing Interest at the Rate of Eight per Cent per Annum from date Until paid. And Made payable on the first day of May in the Years. Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severale promissory Notes all Subscribed to the Order of & Endorsed by the said Reynolds Byrne & Co & Afterwards Endorsed by John L. Hodge through his attorney in fact —

Andrew Hodge Jr. four of said Notes being each for a like Sum of Four thousand two Hundred & Ninety five dollars & Seventy Cents & the fifth being for the Sum of Four Thousand two Hundred & Ninety five dollars & Sixty Nine Cents all bearing Interest at the Rate of Eight per Cent per Annum from date Untill paid & Made payable Respectively on the first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty one Eighteen Hundred & forty two & Eighteen Hundred & forty five & Eighteen Hundred & forty three. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by the said Reynolds Byrne & Co and afterwards Endorsed by Allen Clarke & Co four of said Notes being each for a like Sum of two Thousand four Hundred & Nineteen dollars & Ninety Six Cents & the fifth being for the Sum of Two thousand four Hundred & Nineteen dollars & Ninety five Cents bearing Interest at the Rate of Eight per Cent per Annum from date Untill paid & Made payable Respectively on the first day of May Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one Eighteen Hundred & forty two & Eighteen Hundred & forty three

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by the said Reynolds Byrne & Co & also Endorsed by Hodge Oxnard & Co each of said Notes being for a like Sum of One Thousand & Sixteen dollars & forty four Cents all bearing Interest at the Rate of Eight per Cent per Annum from date Untill paid. and Made payable respectively on the said first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty One Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by Thomas Barnett & Co four of said Notes being Each for a like Sum of Sixteen Thousand one hundred & Nine dollars & One Cent & the fifth being for the Sum of Sixteen thousand one hundred & Nine dollars & two Cents said Notes being also Endorsed by the said Reynolds Byrne & Co. all Bearing Interest at the Rate of Eight per Cent per Annum from date Untill paid payable respectively on the first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty One Eighteen Hundred & forty two & Eighteen Hundred & forty three. — The said twenty five Notes being due to the said New Orleans Canal & Banking Company. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by Thomas Barnett & Co & also afterwards Endorsed by the said Reynolds Byrne & Co. four of said Notes being each for a like Sum of two thousand one Hundred & twenty Eight dollars & Eighty Nine Cents & the fifth being for the Sum of two thousand one Hundred & twenty Eight dollars & Eighty Eight Cents. all bearing Interest at the Rate of Eight per Cent per Annum from date Untill paid & Made payable on the first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty One Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by the said Reynolds Byrne & Co two of said Notes being each for a like Sum of Eight Thousand Five Hundred & twenty five dollars & thirty four Cents & the Other three being each for a like Sum of Eight Thousand five Hundred & twenty five dollars & thirty three Cents all bearing Interest at the Rate of Eight per Cent per Annum from date Untill paid & Made payable on the first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty One Eighteen Hundred & forty two & Eighteen Hundred & forty three. the said ten Notes being due to the said City Bank of New Orleans. —

Five Severall promissory Notes all Subscribed to the Order of & Endorsed by Thomas Barnett & Co & also afterwards Endorsed by the said Reynolds Byrne & Co the first of said Notes being for the Sum of Thirty two Thousand four Hundred & Sixty One dollars & thirty one Cents & the Other four being each for a like Sum of Thirty two Thousand four Hundred & Sixty one dollars & thirty two Cents all bearing Interest at the Rate of Seven per Cent per annum from date Untill paid & Made payable Respectively on the said first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty One. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by Samuel Hermann & Son & afterwards also Endorsed by the Said Reynolds & Byrne & co. the first of Said Notes being for the Sum of two thousand one hundred & forty two dollars & Eighty Seven Cents & the Other four being for a like Sum of two thousand one hundred & forty two dollars & Eighty six Cents. all bearing Interest at the rate of Seven per Cent per Annum from date Untill paid & Made payable Respectively on the first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three.

Five Several promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & co & afterwards Endorsed by John L. Hodge through his attorney in fact Andrew Hodge Jr. each of Said promissory Notes being for a like Sum of five thousand three Hundred & thirty two dollars & One Cent the Same being also Endorsed by Thomas Barnett & co all bearing Interest at the rate of Seven per Cent per Annum from Date Untill paid & Made payable respectively on the first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & co the first being for the Sum of Ten Thousand Six Hundred & forty four dollars & Sixty nine Cents & the Other four being each for a like Sum of Ten Thousand Six hundred & forty four dollars & Sixty Cents. all bearing Interest at the rate of Seven per Cent per Annum from date Untill paid & Made payable respectively on the first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two & Eighteen Hundred & forty three. — The Said twenty Notes being due to the Mechanics & Traders Bank. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by Thomas Barnett & co & Also afterwards Endorsed by the Said Reynolds Byrne & co. three of Said Notes being each for a like Sum of Nine thousand Six hundred & fifty five dollars & Eighty Cents & the Other two being each for a like Sum of Nine Thousand Six Hundred & fifty five dollars & Seventy nine Cents. All bearing Interest at the rate of Eight per Cent per annum from date Untill paid & Made payable respectively on the Said first day of May in the Years Eighteen Hundred & thirty Nine Eighteen Hundred & forty Eighteen Hundred & forty one Eighteen Hundred & forty two & Eighteen Hundred & forty three. —

Five Several promissory Notes all Subscribed to the Order of & Endorsed by the Said Reynolds Byrne & co. three of Said Notes being Each for a like Sum of Four thousand three Hundred & Eighteen dollars & Eighty two Cents & the last two Notes being Each for a like Sum of Four thousand three Hundred & Eighteen dollars & Eighty three Cents. All bearing Interest at the rate of Eight per cent per Annum from date Untill paid & Made payable respectively on the last first day of May in the Years Eighteen Hundred & thirty Nine. Eighteen Hundred & forty. Eighteen Hundred & forty one. Eighteen Hundred & forty two. & Eighteen Hundred & forty three. The Said ten Notes being due to the Bank of Orleans. —

Five Several promissory notes all subscribed to the order of & Endorsed by Samuel Hermann & Son & also afterwards endorsed by the said Reynolds Byrne & co three of said Notes being each for a like sum of Eighteen thousand & ninety dollars & ninety Eight Cents. the fourth being for the sum of Eighteen thousand & ninety dollars & ninety nine cents, the fifth for the sum of Eighteen thousand & ninety one dollars, all bearing Interest at the rate of Seven per Centum per annum from the said first day of March last, until final payment, & made payable respectively on the said first day of May in the years Eighteen hundred & thirty Nine, Eighteen hundred & forty. Eighteen hundred & forty one Eighteen hundred & forty two & Eighteen hundred & forty three.

Five Several promissory Notes all Subscribed to the order of & Endorsed by Thomas Barnett & co & also afterwards endorsed by Reynolds Byrne & co four of said Notes being each for a like sum of Twelve thousand seven hundred & one dollars & Sixty Six cents, & the fifth being for the sum of twelve thousand seven hundred & one dollars & Sixty five Cents — all bearing interest at the

rate of seven per Centum per annum from the date thereof until final payment, & made payable respectively on the first day of May in the years Eighteen hundred & thirty nine Eighteen hundred & forty, Eighteen hundred & forty one, Eighteen hundred & forty two & Eighteen hundred & forty three. — The said Ten promissory Notes being due to the Commercial Bank of New Orleans. —

Five several promissory Notes all subscribed to the order of & endorsed by Thomas Barrett & Co & also afterwards endorsed by the said Reynolds Byrne & Co four of said Notes being for a like sum of Eleven thousand one hundred & Eighty Eight dollars & forty one Cents, the last being for the sum of Eleven thousand one hundred & Eighty Eight dollars & forty four Cents, all bearing Interest at the rate of seven per Cent per annum from date until paid & made payable respectively on the said first day of May in the years Eighteen hundred & thirty nine. Eighteen hundred & forty, Eighteen hundred & forty one. Eighteen hundred & forty two & Eighteen hundred & forty three. —

Five other promissory Notes all subscribed to the order of & endorsed by Samuel Hermann & Son & also afterwards by the said Reynolds Byrne & Co. four of said Notes being each for a like amount of two thousand two hundred & forty dollars & fifteen Cents, the last note being for the sum of two thousand two hundred & forty dollars & seventeen Cents, all bearing interest at the rate of seven per Cent per annum from the date thereof until paid & made payable as above mentioned on the first day of the Month of May in the years Eighteen hundred & thirty nine. Eighteen hundred & forty, Eighteen hundred & forty one. Eighteen hundred & forty two & Eighteen hundred & forty three. — The said Ten promissory Notes being due to the Alabama Banking Company.

Five several promissory Notes all subscribed to the order of & endorsed by Thomas Barrett & Co & also afterwards endorsed by Reynolds Byrne & Co. four of said Notes being each for a like amount of Two thousand one hundred & twenty two dollars & fifty Nine Cents, & the fifth note being for the sum of Two thousand one hundred & twenty two dollars & sixty one Cents. all bearing interest at the rate of seven per Cent per annum from date until paid & made payable respectively on the said first day of May in the years Eighteen hundred & thirty Nine. Eighteen hundred & forty, Eighteen hundred & forty one. Eighteen hundred & forty two & Eighteen hundred & forty three. — The said five Notes being due to the Exchange Banking Company. —

Five several promissory Notes all subscribed to the order of & Endorsed by the said Reynolds Byrne & Co each of said Notes being for a like sum of Four thousand six hundred & Ninety five dollars twenty four & one fifth Cents. all bearing Interest at the rate of seven per Cent per annum from the date thereof until paid & made payable respectively on the said first day of May in the years Eighteen hundred & thirty Nine. Eighteen hundred & forty, Eighteen hundred & forty one. Eighteen hundred & forty two, & Eighteen hundred & forty three, The said five promissory Notes being due to the New Orleans Improvement & Banking Company.

A promissory Note subscribed to the order of & Endorsed by Samuel Hermann & Son & afterwards also Endorsed by the said Reynolds Byrne & Co for the sum of Fifteen thousand two hundred & fifty seven dollars & sixty three Cents & made payable on the first day of May Eighteen hundred & thirty Nine. —

A promissory Note also subscribed to the order of & Endorsed by the said Samuel Hermann & Son & also Endorsed by the said Reynolds Byrne & Co the said Note being for the sum of Sixteen thousand five Hundred & twenty one dollars & Ninety Nine Cents & Made payable on the first day of May Eighteen hundred & forty —

A Promissory Note also subscribed to the order of & Endorsed by the said Samuel Hermann & Son & also Endorsed by the said Reynolds Byrne & Co said Note being for the sum of Eighteen thousand dollars & seventy Nine Cents, & Made Payable on the first day of May Eighteen hundred & forty one. —

A promissory Note also Subscribed to the Order of & Endorsed by the said Samuel Hermann & Son & also Endorsed by the said Reynolds Byrne & Co. The said Note being for the Sum of Nineteen thousand Seven hundred & Seventy dollars & twenty two Cents & Made payable on the first day of May Eighteen hundred & forty two,

A promissory Note Subscribed to the order of & Endorsed by the said Samuel Hermann & Son & also Endorsed by the said Reynolds Byrne & Co. the said Note being for the Sum of Twenty one thousand Nine hundred & twenty four dollars & forty eight Cents & Made payable on the first day of May Eighteen hundred & forty three, the said four last Mentioned Notes to bear Interest at the rate of Seven per Cent per Annum from Maturity until paid & due to the Citizens Bank of Louisiana. —

A promissory Note Subscribed to the Order of & Endorsed by Thomas Barrett & Co & also Endorsed by the said Reynolds Byrne & Co said Note being for the Sum of Twenty Eight thousand Six hundred & Seventy dollars & fifty two Cents, & Made payable on the first day of May Eighteen hundred & thirty Nine

A promissory Note Subscribed to the Order of & Endorsed by the said Thomas Barrett & Co & also afterwards Endorsed by the said Reynolds Byrne & Co the said Note being for the Sum of Thirty thousand Six hundred & Sixty dollars & Six Cents & Made payable on the first day of May Eighteen hundred & forty. —

A Promissory Note Subscribed to the Order of & Endorsed by the said Thomas Barrett & Co & also afterwards Endorsed by the said Reynolds Byrne & Co the said Note being for the Sum of Thirty two thousand Six hundred & forty Nine dollars & sixty four Cents, & Made payable on the first day of May Eighteen hundred & forty One,

A Promissory Note Subscribed to the Order of & Endorsed by the said Thomas Barrett & Co & also afterwards Endorsed by the said Reynolds Byrne & Co the said Note being for the Sum of Thirty four thousand Six hundred & thirty Nine dollars & Eighteen Cents & Made payable on the first day of May Eighteen hundred & forty two,

And a promissory Note Subscribed to the order of & Endorsed by the said Thomas Barrett & Co & also afterwards Endorsed by the said Reynolds Byrne & Co the said Note being for the Sum of Thirty Six thousand Six hundred & twenty Eight dollars & seventy five Cents, & Made payable on the first day of May Eighteen hundred & forty three,

An other Note Subscribed to the Order of & Endorsed by Reynolds Byrne & Co & also afterwards Endorsed by Other Moses Nathan, said Note being for the Sum of Three thousand Seven hundred & Eleven dollars & seventy five Cents & Made payable on the first day of May in the year Eighteen hundred & thirty Nine

A promissory Note Subscribed to the Order of & Endorsed by the said Reynolds Byrne & Co & also afterwards by the said Other Moses Nathan. said Note being for the Sum of Four thousand & fifteen dollars & Ninety five Cents & Made payable on the first day of May in the year Eighteen hundred & forty.

A promissory Note Subscribed to the Order of & Endorsed by the said Reynolds Byrne & Co & also afterwards by the said Other Moses Nathan, said Note being for the Sum of Four thousand three hundred & twenty dollars & Eleven Cents, & Made payable on the first day of May in the year Eighteen hundred & forty One.

A promissory Note Subscribed to the Order of & Endorsed by the said Reynolds Byrne & Co & also afterwards by the said Other Moses Nathan said Note being for the Sum of four thousand Six hundred & twenty four dollars & thirty Cents & Made payable on the first day of May Eighteen hundred & forty two.

A promissory Note also Subscribed to the Order of & Endorsed by the said Reynolds Byrne & Co & also afterwards by the said Other Moses Nathan the said Note being for the Sum of four thousand Nine hundred & twenty Eight dollars & forty Eight Cents & Made payable on the first day of May Eighteen hundred & forty three. The said Five promissory Notes last above Mentioned to bear Interest at the rate of Seven per Cent per Annum from

Maturity until paid & due to the New Orleans & Carrollton Rail Road Company—

Also the following four promissory Notes Subscribed by Briggs Lucas & Co a Branch of the said firm of Herman Briggs & Co dated on the first day of March Eighteen hundred & thirty Eight & Payable to the Order of & Endorsed by the said Reynolds Byrne & Co each of said Notes being for a like Sum of Seven thousand Eight hundred & Eighty dollars & Sixty one Cents, all bearing Interest at the rate of Seven per Cent per Annum from date until paid & made payable at the Mechanics & Traders Bank in the City of New Orleans respectively on the first day of May Eighteen hundred & thirty Nine, Eighteen hundred & forty, Eighteen hundred & forty One, Eighteen hundred & forty two, & Eighteen hundred & forty three, the said four Promissory Notes being due to the said Mechanics & Traders Bank. New Orleans.

Then these Presents to be void, But if (in the event of said Herman Briggs & Co & said Endorsers upon any of said promissory Notes failing to pay the same as they respectively become due) said parties of the first part shall also fail and neglect to pay or cause to be paid any or all of the aforesaid Promissory Notes as the same respectively become due & payable. then it shall be lawful and the said party of the second part is hereby fully authorized & empowered to enter upon, take possession of and sell any or all of the aforesaid Tracts of land at Public auction to the highest bidder in the City of Natchez in Lots to be agreed on by the said parties of the second part, and designated in the notice of sale, first giving Sixty days notice of the time and place of sale & terms of sale in a Newspaper published in the City of Natchez and if it shall not require the sale of all of said Property to pay the amount due on the first Notes which shall become due & unpaid, then upon the failure of said Herman Briggs & Co. Said Endorsers and said parties of the first part or either of them to pay any other of the said promissory Notes at Maturity, the said parties of the second part shall & may sell so much of the said property as may be necessary to pay the same in the like manner above specified & so or from time as any of the said Notes may arrive at Maturity & remain unpaid. And the said party of the second part, with the Proceeds of each & every of said sales so by them to be made as aforesaid shall first pay & Satisfy all the Costs & Charges attending attending said sale and pay to the parties of the third part respectively the sum or sums which shall be due or owing including all interest up to the time of such payment, And if any Surplus remains after payment of such Notes, and there be other of said notes to become due at a future day to distribute such Surplus among the parties of the third part or such of them as are willing to receive the same according to the sums respectively to become due to them. And upon the sale of the whole of said property by the said party of the second part, If there shall be a Surplus remaining after paying respectively due & to become due to the said parties of the third part. then such Surplus shall be paid over to the said parties of the first part, But if there shall not be sufficient to pay the Whole amount of the aforesaid promissory Notes then the sum in the hands of the said party of the second part shall be rateably by them distributed among the said parties of the third part according to the several promissory Notes aforesaid which shall remain unpaid—

It is understood & agreed by & between the said parties hereto that the said lands herein & hereby conveyed shall remain in the possession and use of the said parties of the first part until it shall become necessary (if at all necessary) for a sale under this Deed of Trust, When the property aforesaid shall be peaceably delivered up to the said Trustee for the purposes aforesaid

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

☞ on Page four. the words "Power to said Parties of the first part" & on Page five the words "on the same day"

on page fifteen the words "Pris" on lines four and twenty - were erased before signing

Jno B Byrne {Seal}
A. Byrne {Seal}
L F Hermann {Seal}
Adele Hermann {Seal}
Chas Briggs {Seal}
Louisa Briggs p prte L F Hermann {Seal}
Chas A Lacoste {Seal}

State of Louisiana
City of New Orleans

Be it known that this day before me Hillary Broden Cenas a Notary Public in and for the City and Parish of New Orleans State of Louisiana duly commissioned and qualified. Personally came and appeared Mistress Louisa Wood of lawful age the wife of Charles Briggs of this City, by her said husband also here present duly authorized and assisted for the full Executing validity of these presents who declared that being about to depart from this City, she had with the consent of her said husband made, appointed, by these presents doth make, nominate, ordain authorize constitute, appoint, in her place, stead, deputate, and put John Bligh Byrne and Louis Florian Hermann both also of this City jointly and either of them, severally, to be her true and lawful Attorneys or Attorney in fact for the purposes hereinafter expressed hereby giving, by these presents granting unto the said Attorneys or Attorney full power, and authority for her and in her name to intervene in, to approve, ratify whatever need shall be First: all and every deed of Sale or Exchange which her said husband Charles Briggs shall or may Execute during her absence, of all or any part of the Real property and Slaves of which her said husband is now or may hereafter be the owner, proprietor, and which now belong or may hereafter belong to the Community of acquets, and gains existing between her, and her said husband in conformity with the laws of this State, Secondly: all, and every deed of Mortgage which the said Charles Briggs shall or May Execute for or by reason of any loans which he may obtain, any obligations which he may contract, or to secure any sum or sums, things whatsoever in favor of all person or persons, Banks or other monied institutions whatsoever, and to consent that such deeds be of full executing that all such sales, deed of Exchange, Mortgages be of as full validity, and ample effect towards, and concerning her the said constituent to all intents and purposes as if she had herself intervened in such deeds whether of sale, Exchange or Mortgage, and had consented to the Execution of the same.

And the said Constituent having further declared to me Notary, that it was her wish, and intention to release in favor of all person or persons whatsoever who may become the purchaser or purchasers of all or any part of the real property or Slaves of her said husband, belonging to the said Community, whether by sale or exchange, or in whose favor the same may be Mortgaged by her said husband, the said property, and Slaves from the Matrimonial, dotal, Paraphernal, and other rights Claims, and Privileges, from all Mortgages to which she is or may be entitled whether by virtue of her Marriage with her said husband or otherwise, and further to grant unto her said Attorneys or Attorney all necessary power to authorize and enable them or him to renounce in her name in favor of all purchasers of said property, and Slaves or of all persons, Banks or other monied institutions or other parties contracting with her said husband, and in whose favor the said property, and Slaves may be hereafter Mortgaged, all her said Matrimonial, dotal, Paraphernal, and other rights Claims Mortgages or Privileges of whatsoever nature or kind. I, the said Notary did declare to the said Mistress Briggs that before inserting such powers in the Present act, and receiving her signature thereto it was his duty to inform her apart, and out of the presence of her said husband in conformity with the laws of this State of the nature of the rights which it is her intention to confer on her said Attorneys or Attorney full power to renounce, and of the effect of the renunciation which may be made by virtue of

such power if she did persist to grant the same. — Whereupon I the said Notary did inform the said wife apart & out of the presence & hearing of her said husband that she had by law a legal Mortgage on the property of her said husband first for the restitution of her Dowry & for the reinvestment of the dotal Property sold by her said husband & which she brought in Marriage reckoning from the Celebration of the Marriage, Secondly for the restitution & reinvestment of the dotal property by her acquired since Marriage whether by succession or donation from from the day the succession was opened or the donation perfected, Thirdly for nuptial presents, Fourthly for debts by her Contracted with her said husband & fifthly for the Amount of her Paraphernal property alienated by her & received by her said husband or otherwise disposed of for the individual interest of her said husband that in Making her intended renunciation she would deprive herself irrevocably & forever of all rights of reclamation against the property which may be sold or Mortgaged by her said husband whether under Mortgage privilege or otherwise

And the said Mistress Briggs did thereupon declare unto me Notary that she was fully aware of & acquainted with the nature & extent of the Matrimonial, dotal Paraphernal & other rights Mortgages & Privileges thus secured to her on the property of her said husband, & of the Effect of the renunciation which shall or may be made by said attorneys or attorney in fact, in her name by virtue of these Presents and that Nevertheless she did persist in her intention of renouncing not only all the rights Claims & Privileges herein before enumerated & described, but all others of any Nature or kind whatever to which she is or may be entitled by any laws now or heretofore in force in the State of Louisiana, And that in such intention she does by these presents of her own free will & without any compulsion or Coercion from her said husband formally grant unto the said attorneys or attorney for her & in her name full power & authority to renounce expressly, formally & absolutely in favor of all purchasers of said property or slaves of her said husband or of all persons or Municipal institutions in whose favor the same may be Mortgaged by her said husband, all her said Matrimonial dotal Paraphernal & other rights & further all general, Special, legal, Conventional tacit or other Mortgages & to all other rights Whatsoever which she is or may be entitled to exercise for or by what reason or Cause soever against all real property & slaves of her said husband, that have been or shall or may hereafter be sold exchanged or Mortgaged by her said husband Charles Briggs & to that to make all necessary declarations, to sign all acts & deeds as may be required to fulfil all necessary formalities & generally to do all whatsoever she the said constituent might or Could do in & about the Premises if Personally Present,

And Now the said Charles Briggs being Present, assisting & authorizing his said wife in the Execution of these presents, she the said Wife did again declare that she did & does hereby Confer upon the said Attorneys or attorney all necessary & full power & authority for her & in her name to renounce all her rights herein before enumerated, and expressed, and to intervene for that purpose in any and all deeds of sale or Mortgage which shall or may be Executed by her said husband as aforementioned hereby binding herself and her heirs at all times to sustain and acknowledge the validity of all such renunciations as shall or may be made by her said Attorneys or Attorney by virtue of these presents.

Thus done and passed in my office at the City of New Orleans aforesaid in the presence of Samuel Johnson and Ernest Gremet witnesses of lawful age and domiciliated in this City who hereunto sign their names together with the said parties and me the said Notary on this twenty Eighth day of July Eighteen hundred & Ninety Eight

Original Signed Chas Briggs — Louise Briggs S. Johnson —

E Grenet, H. B. Cenas Not: Pub:

I Certify the foregoing to be a true Copy of the original act extant in my Register in faith whereof I grant these presents under my signature and the impress of my seal of office at New Orleans this fifth day of February 1839

{L S}

H. B. Cenas Not: Pub:

United States of America;
State of } Seal } Louisiana
By A. B. Roman Governor of the State of Louisiana

These are to Certify that H. B. Cenas whose name is subscribed to the instrument of writing hereon annexed is now and was at the time of signing the same a Notary Public in and for the City and Parish of New Orleans that his signature is genuine and that all his official acts as such are entitled to full faith and Credit

Given at New Orleans under my hand and the seal of the State this fifth day of February one thousand eight hundred and thirty nine and of the Independence of the United States the sixty third

{Seal}

A. B. Roman

By the Governor
H. A. Bullard Secretary of State,

State of Louisiana }
Parish of Orleans } Before me Henry Carleton Judge of the Supreme Court of Louisiana duly commissioned by law personally came John Bleigh Byrne and Azemia Rainey his wife L. F. Hermann and Adele Songer his wife Charles Briggs and Louise Woods his wife the latter represented and duly authorized by Power of Attorney before H. B. Cenas Notary Public of the City under date of 28th of July 1838 the original of which act is on Record in the office of said Notary but has this day been presented to me at the time of signing all the parties of the first part to the within instrument of writing and severally acknowledged that they signed sealed and delivered the same on the day and year and for the purposes therein specified and the Azemia Rainey and Adela Songer being by me examined separate and apart from their said husbands acknowledged that they executed the said instrument as their own voluntary act and deed without being coerced or persuaded thereto by or through any fear threat or compulsion or other undue influence from their said husbands. Mistress Louise Woods wife of Charles Briggs aforesaid being at Present absent and out of these United States reference is here had to the authenticated Copy of her Power of attorney which is annexed hereto.

In testimony Whereof I have hereunto set my hand and seal at New Orleans this second day of February 1839

Henry Carleton Judge
Supreme Court Louisiana

United State of America
State of } Seal } Louisiana
By A B Roman Governor of the State of Louisiana

These are to Certify that Henry Carleton whose name is subscribed to the instrument of writing hereon annexed was at the time of signing the same one of the Judges of the Supreme Court of the State of Louisiana that his signature is genuine and that all his official acts as such are entitled to full faith and Credit,

Given at New Orleans under my hand and the seal of the State this fifth day of February one thousand eight hundred and thirty nine and of the Independence of the United States the sixty third

{Seal}

A. B. Roman

By the Governor
H. A. Bullard Secretary of State

The State of Mississippi } Before me Samuel Wood Clerk of the Circuit Court
Adams County ss } in and for the County aforesaid Personally appeared
Charles A Lacoste who acknowledged that he signed sealed and delivered
the foregoing deed of Trust as his voluntary act and deed and on the
day and year and for the purposes therein expressed
Witness my hand and seal of Office at the City
of Natchez this 2nd day of April Anno Domini
1839

Seal

S Wood Clk

Rebecca Tarver } Received for Record & Recorded April 15th 1839
Release } The State of Mississippi }
Wm Saddler } Attala County } Know all men by these presents that
I Rebecca Tarver wife of Thomas Tarver formerly of Madison County but now
residing in the County of Attala and State of Mississippi for and in considera
tion of the sum Dollars to me in hand paid by Wm Saddler the receipt whereof is
hereby acknowledged do hereby remise release and quit claim to all my right
and title to Dower in a certain tract or parcel of land lying and situate in
the County of Madison & State aforesaid sold by deed by my said Husband Thomas
B Tarver to William Saddler bearing date 14th day of November 1835 viz
West half South East quarter East half of South east fourth of Section No
Thirty Township No Nine of Range No three East, also West half South west
fourth of Section No Twenty nine Township No Nine of Range No three
East and the South half of the West half of the North of the North West fourth
of Section No Twenty Nine Township No Nine of Range No three East
the whole containing by estimation two hundred & Eighty acres more or less
unto the said Wm Saddler heirs and assigns from me my heirs & forever
In Testimony whereof I the said Rebecca Tarver wife of Thomas B
Tarver as aforesaid have hereunto set my hand and affixed my Seal
this 13th day of April 1839

Rebecca Tarver (Seal)

The State of Mississippi }
Attala County } Personally appeared before the undersigned
a Justice of the Peace in & for said County the above mentioned Rebecca
Tarver who acknowledged that she signed sealed & delivered the foregoing
deed of Relinquishment on the day and year therein mentioned as her act
and deed for the purposes therein specified And also on Private Examination
Separate and apart from her said Husband acknowledged that she signed
Sealed and delivered said deed as her voluntary act and deed free and of
her own accord without any fear threats or compulsion of her said Husband
but for the purposes therein specified Given under my hand and Seal this
13th day of April AD 1839

Ebenezer M Wells Justice of the
Peace & ex officio Notary Public for
Attala County

State of Mississippi }
Attala County } I John M Thompson Clerk of the Probate Court
of said County do certify that Ebenezer M Wells is an acting Justice of the
peace and full faith & credit is due to all his acts as such Given under my
hand Seal of Office this 13th April AD 1839
John M Thompson Clerk

Sanders
To } Deed of Mortgage
Puckett

Received for Record & Recorded April 15th 1839

This Indenture made this Eleventh day of April Eighteen hundred and thirty Nine between Hughley Sanders of the County of Madison and State of Mississippi of the one part and Samuel McPuckett of the County of Rankin and State aforesaid of the other part Witnesseth That the said party of the first part for and in consideration of the premises hereinafter mentioned and for the further consideration of One Dollar to him in hand paid by the party of the second part at and before the insealing and delivery of these presents the receipt whereof he doth hereby acknowledge, hath given granted bargained and Sold and by these presents doth give grant bargain and sell to the party of the second part and his heirs and assigns forever the following described property to wit, The west half of the South west quarter of Section thirty three, the West half of the South east quarter of Section thirty three, the North half of the west half of the North west quarter of Section four the South west quarter of Section eight the west half of the N.W. 1/4 of Sect. 8, the east half of the South west quarter of Section seven, the south half of the east half of the North east quarter of Section seven and the South half of the east half of the South East quarter of Section eight the two pieces first described being in township eleven, and the remainder in township ten, all in range four east - comprising two tracts One now occupied and cultivated by the party of the first part, and the other occupied by Uriah Kent under the said party of the first part, and being and being ~~xxx xxxy~~ in the aforesaid County of Madison, also the Crop of Cotton now planting and to be raised on said land this year, Also one Slave named Dock aged twenty four years, One named Minor aged 26 years Also Jack aged twenty four years Stephen aged thirty eight years Celia aged thirty eight years Presa aged twenty one years, Mary eighteen years Sylvia twenty years Cresa Sixteen years Alfred eight years Sam five years Jesse four years Meldon three years Caroline Eleven years Hetty eleven years Ben three years Gilette Celia One years of age The foregoing being Slaves now in the possession of the party of the first part, Also yellow Alfred a Slave aged Seven years now in the possession of Rebecca Simmons as a nurse, Also all the Oxen Milch Cows & Calves of said party of the first part believed to number fifty head, all the Stock of Sheep of said Sanders being about thirty head fifty head of hogs seven head of horses, to wit, Gray Southensides, prince, Dunsilley Ike and Honey and a Colt, ten Mules (viz) Jack and Bob, all the farming tools, and household and Kitchen furniture, and the Corn and fodder of the said Sanders now on hand and that now growing, to have and to hold the said property real and personal to the said party of the second part and his heirs and assigns forever, and the said party of the first part doth covenant and agree to and with the party of the second part to warrant and defend to him and his heirs and assigns forever the said estate and every part of it against the claims of all and every person or persons whatsoever Provided upon this condition nevertheless, That whereas the said party of the first part is indebted to the party of the second part in the sum of Seven thousand four hundred dollars for money advanced by him to pay off sundry executions issued from the Madison Circuit Court against the estate of the party of the second part and which executions were transferred to the party of the second part, Also in the sum of Six hundred and fifty dollars for cash heretofore lent, Also Seventy five dollars on a Note transferred from one Davis to the party of the second part and executed to said Davis by the party of the first - Also Eighty one dollars, eighty four cents, a Note executed by the party of the first part to Col. Dickens which the party of the second part has agreed to pay and take up for the party of the first; Also the said party of the second part stands bound as the security of the party of the first to the Real Estate Bank of Madison County in the sum of five hundred dollars, and also as endorser in the Union Bank of Mississippi for two thousand dollars and also is security in a supersedeas bond to L. Lacham & new on yesterday for five thous-

sayd two hundred dollars and whereas a deed of trust heretofore executed by the party of the first part to Tucker and Wacker operates as an encumbrance On a part of said property to about the amount of ten thousand five hundred dollars which encumberance it may become necessary that the party of the second part remove and which he by agreement permitted to pay off and remove whenever he may be desirous of doing so, and whereas the party of the first part contemplates applying for a Supersedeas in each of several cases in which delivery bonds or forth coming bond have been executed by him the Executions having issued from the Circuit Court of Madison County, And the party of the second part is expected to become security in the bond for Supersedeas supposed to amount to five thousand dollars, Now if the said party of the first part shall pay to the party of the second part the said sums of Money by him as aforesaid due and owing to the party of the second part with interest at ten percentum per annum on the whole amount that may be in law and equity regarded as Money bona fide lent, and with interest at eight percentum per annum On such part thereof as may not be regarded, and shall also indemnify or refund to the said party of the first part, for all security ships heretofore incurred or to be incurred in the matters herein before expressed, or Monies which he may hereafter have to pay by reason of said security ships incurred or to be incurred, and also refund to him any sums he may pay to remove the incumbrance heretofore mentioned herein with interest on such sums as may be hereafter advanced from the time they may be so advanced to be computed by the rule herein before expressed of ten per cent for Money bona fide lent and eight per cent for that which in legal contemplation shall not be so considered; all such sums to be paid and the party of the second part hereby covenants to pay them respectively on demand, as they may respectively arise and on demand those in which he now stands indebted And the articles herein Mortgaged he shall not otherwise use and consume than as the Corn and fodder and live Stock may be necessarily used for the food of the Negroes horses and working Mules and Oxen to preserve them and sustain them in cultivating the Crop herein Mortgaged upon the party of the first part thus paying the party of the second part and thus preserving and holding subject to this incumbrance the property herein Mortgaged this deed to be void else to remain in full force and virtue, In Testimony whereof the said party of the first part has hereunto Set his hand and Seal the day and year herein first Mentioned

R. Sanders. (Seal)

State of Mississippi }
Madison County } Personally appeared before me J. J. Salmon Esqr a justice of the peace of said County the within named Hughley Sanders who acknowledged that he signed sealed and delivered the foregoing deed, on the day and year therein mentioned as his act and deed

Given under my hand and seal this 18th day of April AD 1839

J J Salmon J.P. (Seal)

Henry G Pipkins }
To } Deed
John Alsworth }

Received for Record & Recorded April 15 1839

This Indenture made and entered into this Twenty Sixth day of January in the year of Our Lord One thousand Eight hundred & thirty Six between Henry G Pipkin and Eliza his wife of the County of Madison & State of Mississippi of the first part and John Alsworth

of the aforesaid State and County of the second part Witnesseth That the aforesaid Henry G Pepkin & Elisa his wife of the first part for and in consideration of the Sum of One Thousand dollars to him in hand paid by the party of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the aforesaid John Alsworth is forever released and discharged therefrom by these presents hath granted bargained sold Conveyed and confirmed and by these presents do grant bargain sell convey and confirm unto the aforesaid John Alsworth his heirs & assigns forever a certain tract of Land lying and being in the State & County aforesaid described as follows, Viz, South half of the North East quarter Section No 17 in Township 9 Range 2 East containing 80 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 and property and claim whatsoever either at law or Equity of him the said Henry G Pepkin & Elisa his wife of in and to the same to have and to hold the above bargained and described premises with the appurtenances unto the aforesaid John Alsworth his heirs and assigns forever and the said Henry G. Pepkin & Elisa his wife doth covenant grant promise and agree to and with the said John Alsworth his heirs and assigns that he the said Henry G Pepkin & Elisa his wife has in and to the above described premises and every part and parcel with the appurtenances unto the said John Alsworth his heirs and assigns against the said Henry G Pepkin and Elisa his wife and against all persons lawfully claiming or to claim said premises or any part thereof from or under him or them or any of them shall and will Warrant and by these presents forever defend. In Testimony whereof the said Henry G Pepkin & Elisa his wife party of the first part hath hereunto set their hands and Seals the day and date above written

Witness
C. G. Sanders.
Dan Sutherland

Henry G. Pepkin (Seal)
Elizabeth Pepkin (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace Elizabeth Pepkin wife of the aforementioned Henry G Pepkin who on a private Examination separate and apart from her husband Acknowledged that she signed sealed & delivered the foregoing Instrument of Writing on the day and year therein mentioned as her act and deed for the purposes therein Expressed without any fear threats or compulsion of her said husband

Given under my hand and seal this 26th January 1836

Dan'l Sutherland J.P. (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace Dan'l Sutherland one of the subscribing witnesses to the deed made by Henry G Pepkin & wife to John Alsworth who being duly sworn deposeth & saith that Henry G Pepkin signed sealed and delivered the same in his presence for the use and purposes therein mentioned and in the presence of C G Sanders the other subscribing witness and I in their presence

Sworn to before me
T. P. Palmore

Given under my hand & seal this 15th April 1839

Dan'l Sutherland

Hervey Latham & Wife } Received for Record & Recorded April 15th 1839
To } Deed
Wm Anderson }

This Indenture made this Sixth Day of December in the year of our Lord one thousand eight hundred and thirty two, between Hervey Latham & his wife Susan of the County of Madison and State of Mississippi of the one part and William Anderson of the county of Amite & State aforesaid of the other, Witnesseth that the said Hervey Latham & his wife for and in consideration of the sum of Two Thousand Dollars lawfull money of the United States to them in hand well and truly paid by the said William Anderson the receipt whereof is hereby acknowledged, hath granted, bargained, sold conveyed and confirmed, and by these presents doth grant, bargain, sell convey and confirm unto the said William Anderson his heirs and assigns all and singular, the following described lots tracts or parcels of land to wit: The West half of the South West quarter of Section Number Seventeen of Township Ten in Range four East containing Seventy Nine & 34/100 Acres, Also the East half of the South East quarter of Section Eighteen in Township Ten & Range four East, containing Eighty 16/100 Acres, Also the North East quarter of Section Nineteen in Township Ten in Range four East containing One hundred and Sixty Acres, Also the East half of the North East Quarter of Section Number Eighteen in Township Ten Range four East containing Eighty 16/100 Acres, all of which Several Tracts of Land are Situated in the County of Madison aforesaid, And all the estate, right title, interest, claim and demand of the said Latham & wife of, in and to the said premises, unto all and singular, the rights, members, 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 said premises with the appurtenances, to the only proper use benefit and behoof of the said William Anderson his heirs and assigns forever, and the said Latham & Wife their heirs executors and administrators doth covenant and grant unto and with the said Anderson his heirs executors, administrators and assigns, that they the said Latham & Wife are the true and lawfull Owners, of the premises hereby granted, and hath good right, full power, and lawfull authority to sell and convey the same in manner and form aforesaid, And Further that they the said Latham & Wife their heirs, executors and administrators will Warrant and Forever Defend the aforesaid premises, unto their appurtenances, and every part and parcel thereof unto the said Wm Anderson his heirs and assigns against all persons claiming or to claim, by from or under him, them or any of them, or by from or under any other person or persons whomsoever. In Witness Whereof, the said Hervey Latham & his wife Susan who hereby relinquishes her right of Dower hath hereunto set their hands and Seals the day and year above written

Sealed and Delivered in presence of
Lep Latham
Jas Hunter

Hervey Latham (Seal)
Susan Latham (Seal)

The State of Mississippi }
Madison County } Before me Isaac N. Davis a Justice of the Peace within and for the County aforesaid, personally came Hervey Latham and Susan his wife the above named grantors and acknowledged the above Deed of conveyance to be their voluntary act and deed for the uses and purposes therein contained, And the said Susan wife of the said Hervey

Lathams being examined separate and apart from her said husband and the contents of the said Deed being made known and explained to her, declared that she voluntarily and of her own free will without fear or coercion, did and now doth acknowledge the signing and sealing thereof. In Testimony whereof I have hereunto set my hand and seal the Sixth day of December in the year of our Lord One thousand Eight hundred and thirty two

J. W. Dane. (Seal)

State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named Harvey Lathams and acknowledged that he signed sealed and delivered the within Deed on the day and year therein mentioned as his act and Deed for the purposes therein expressed

(Seal)

Given under my hand and Seal of Office at Canton this 15th Day of April AD 1839

John T. Cameron Clerk

Peter N. Nash }
J. B. Dunn }
Nathan B. Whitehead } Received for Record & Recorded April 15th 1839

This Indenture made and entered into this sixth day of December in the year of our Lord One thousand Eight hundred and thirty two between Peter N. Nash and Kitsey Nash his wife of the County of Madison and State of Mississippi of the one part and Nathan B. Whitehead of the County of Madison and State aforesaid of the other part Witnesseth that the said Nash and wife for and in consideration of the sum of fifteen thousand seven hundred and fifty Dollars to them in hand paid by the said Whitehead 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 Nathan B. Whitehead his heirs and assigns forever all that tract or parcel of land lying and being in the said County of Madison and State aforesaid known and designated as the S½ of the W½ S½ of E½ of the S W¼ of Section No. 3 Township No. 9 Range 4 East S E¼ of Section 3 Township 9 Range 4 East S½ of N½ of S W¼ Sec 2 Township 9 Range 4 East E½ S W¼ Sec 2 Township 9 Range 4 East N½ of E½ N W¼ Sec 10 Township 9 Range 4 East N½ of W½ N E¼ Sec 10 Township 9 Range 4 East and containing altogether five hundred and twenty five acres more or less. To have and to hold the described tract of land with all and singular the premises thereunto belonging or in any wise appertaining unto the said Nathan B. Whitehead his heirs and assigns & forever and the said Nash and wife for themselves their Heirs & Covenant and agree with the said Whitehead his heirs & Covenant the title to the aforesaid bargained and described premises from themselves their heirs or assigns & and from the claim or claims of all and every other person or persons whatsoever unto the said Nathan B. Whitehead his heirs or assigns & forever. In Testimony whereof the said Peter N. Nash and Kitsey Nash his wife have hereunto set their hands and seals this the day and year first above written

Test
John R. Herbert
Josiah Bonner

Peter N. Nash (Seal)
Kitsey Nash (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in & for said County Peter N. Nash and

Keturg Nash his wife whose Names are Signed to the foregoing deed who acknowledged that they Signed Sealed and delivered the foregoing deed as their act at the date therein mentioned and for the considera tion therein Named – And the said Keturg being examined Separate and apart from her Said husband acknowledged that She Signed Sealed and delivered the foregoing deed and relinquished all claim to Dower in the premises therein named freely without any fear threats or compulsion of her Said husband, As witness My hand & Seal this 8th Day of April AD 1839

Charles Moore (Seal)

William Bacon } Received for Record & Recorded April 15th 1839
To } Deed
William Scott } State of Mississippi
Madison County } This Indenture made this the fifteenth day of April Eighteen hundred and thirty Nine between William Bacon of the above State and County on the one part and William Scott of Columbia Georgia of the other part Witnesseth that for the consideration of Two hundred Dollars to me in hand paid by the Said William Scott, the receipt whereof is hereby acknowledged that I the said William Bacon have Sold and conveyed unto the Said William Scott his heirs and assigns Two Eighths of Land containing One hundred and fifty Nine Acres and Twenty two hundredths Lying in the above State and County and being the west half North East fourth and East half of North west Quarter of Section Eleven North in Township Ten North of Range five East, The above William Bacon does hereby forever warrant the Rights and Titles of the above described lands and tenements from himself his heirs and assigns and from the claim of all and every person or persons lawfully claiming the Same or any part thereof unto the Said William Scott his heirs and assigns forever in fee simple in testimony whereof I have hereunto Set my hand and Seal the Day and year above written Signed in Presence of

Dennis Burns }
James Smith }

Wm Bacon (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of Said County the within named William Bacon and acknowledged that he Signed Sealed and delivered the within Deed on the day and year therein mentioned as his act and Deed

Given under my hand and Seal of office at Canton this 15th Day of April AD 1839

(Seal)

John T Cameron Clerk

William Conner } Received for Record & Recorded April 15th 1839
To } Deed
Benjn Middleton } This Indenture made this 12th day of October AD 1835 between William Conner of the one part and Benjamin Middleton of the other part Witnesseth that the said William Con-

ney for and in consideration of the Sum of One Thousand dollars to him in hand paid, The receipt whereof is hereby acknowledged, hath granted bargained Sold & by these presents doth grant bargain Sell and convey unto the Said Benjamin Middleton his Heirs and assigns the following tracts or pieces of land lying and Situate on the waters of Doakes Creek in Madison County and Known and designated as S½ of the E½ of SE¼ and the N½ of the west ½ of S E¼ of Section No 2 in Township 10 Range 3 East of land Subject to Sale at the Land Office at Mount Salus by estimation containing eighty Acres with all and Singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, all the estate right Title Claim interest and demand whatever of him the Said William Conner of in and to the Said land & premises, every part and piece thereof; To have and to hold the Said land and premises, every part and piece thereof with the appurtenances unto the Said Benjamin Middleton his Heirs and assigns forever, And the Said William Conner for himself his heirs will forever warrant and defend the Said land and premises against himself his Heirs and assigns and all & every person or persons whatever to the Said Benjamin Middleton his Heirs and assigns to his and their use and behoof forever. Ann Bonetter wife of the Said William Conner doth hereby grant bargain sell release relinquish & quit claim to all right title claim interest and demand which the Said Bonetter has or may hereafter have in and to the Said land and premises and every part thereof with the appurtenances by way of Dower only any other means whatever unto the Said Benjamin Middleton his Heirs and Assigns to his and their use & behoof forever. In witness whereof the Said William Conner & Bonetter his wife do hereunto set their hands and affix their Seals the date first above written

Test—

William Lowner JP

William Conner (Seal)

Bonetter Conner (Seal)

State of Mississippi }
Madison County } Personally appeared before William Lowner an acting Justice of the Peace in and for Said County and State aforesaid the within named William Conner and acknowledged that he signed sealed and delivered the foregoing Deed for the use within mentioned. Also at the same day and date Benetter Conner the wife of Said Conner appeared before me and after a private examination by me separate and apart from her Said husband she acknowledged that she signed sealed and delivered the Same also relinquished all her Dower right title and claim to the within named premises to be her voluntary act and Deed each & every without fear or compulsion of her Said husband. Given under my hand and Seal this 12th Day October 1835

William Lowner JP (Seal)

Thomas L Douglass } Received for Record April 15th 1839 Recorded April 16th 1839
Bill of Sale }
J. W. Biggs }

The State of Mississippi }
Madison County } Know all men by these presents that I Thomas L Douglass of the State and County aforesaid for and in consideration of the Sum of Nine hundred Dollars to me in hand paid by J. W. Biggs of the County of Marshall and State of Tennessee at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have bargained granted and Sold and delivered, and do by these presents grant bargain and Sell unto the Said J. W. Biggs a Negro Girl black complexion aged about thirteen by the name of Amy, Also four beds bedsteads and furniture Chairs, Table One county Cart One bay horse, to have and to hold the above described property unto the Said J. W. Biggs his executors administrators and assigns to his and their

own proper use and benefit forever and I the said T. L. Douglass my heirs executors and administrators the said bargained property unto the said B W Beggs his executors administrators and assigns will forever defend the title thereto by these presents. In testimony whereof I have hereunto set my hand and affixed my seal on the 10th day of December A.D. 1838.

Signed Sealed and delivered
in presence of

Thos. L. Douglass. (L.S.)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace Thomas L Douglass who acknowledged that he signed sealed and delivered the above bill of sale for the purposes therein mentioned as his own act and deed. Given under my hand & seal this day and year above written

H. A. H. Lawson (L.S.)

H. McCauley & wife }
To }
Jas. S. Pritchard } Received for Record & Recorded April 16th 1839.

This Indenture made the twenty fourth day of March In the Year of Our Lord One thousand Eight hundred and thirty eight between Hamilton McCauley and Martha his wife of the County of Madison and State of Mississippi of the one part, and James S. Pritchard of the County aforesaid in the State aforesaid of the other part Witnesseth that the said Hamilton McCauley and Martha his wife for and in consideration of the sum of Sixteen hundred and Eight Dollars to them in hand paid by the said James S. Pritchard at and before the sealing and delivering hereof, the receipt whereof we do hereby acknowledge, and therefrom acquit and forever discharge the said James S. Pritchard his heirs executors and administrators, by these presents have granted, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said James S. Pritchard and to his heirs and assigns forever all of the following described Land situated lying and being in the County of Madison and State of Mississippi (to wit) South half of the South West fourth Section Eleven Township Nine Range four East. Containing Eighty and forty hundredths Acres. together with all and singular the appurtenances thereunto belonging or in anywise appertaining And also the Estate, right, title, interest, property, claim and demand whatsoever of them, the said Hamilton McCauley and Martha his wife in Law or Equity, or otherwise howsoever, of in to or out of the same. To have and to hold the said Land and premises hereby granted, with the appurtenances, unto the said James S. Pritchard his heirs and assigns forever in Fee Simple, to the only proper use and behoof of the said James S. Pritchard his heirs and assigns forever, And the said Hamilton McCauley and Martha his wife for their heirs, Executors and administrators do covenant, promise, grant and agree to and with the said James S. Pritchard his heirs and assigns by these presents, that the said Hamilton McCauley and Martha his wife and their heirs, the said above mentioned and described land and premises hereby granted with the appurtenances, unto the said James S. Pritchard his heirs and assigns against the said Hamilton McCauley and Martha 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 Hamilton McCauley and Martha his wife have hereunto set their hands and affixed their seals

the day and date first above written
Signed Sealed and Delivered
in Presence of

Hamilton M. McCauley (L.S.)
Martha B. McCauley (L.S.)

State of Mississippi } Personally appeared before me Sam. Hamblin an acting
Madison County } Justice of the Peace in and for said County Hamilton McCauley 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 Martha B. McCauley wife of the above named Hamilton McCauley who being first Examined separate and apart from her said husband acknowledged that she Signed Sealed and delivered the foregoing deed On the day and year therein mentioned as her own voluntary act and deed and not from any threats fear or compulsion of her said husband

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

Sam. Hamblin J.P. (Seal)

Start Here

Folkes Wackeyl & Co
To
Assignment
Wackeyl Tupper

Received for Record & Recorded April 16th 1839

Whereas, on the first day of August 1836 Knightley Sanders made executed and delivered to us Samuel Folkes Moses C. Folkes, Thomas F Wackeyl & R.B. Rogers composing the firm of Folkes Wackeyl & Co his certain promissory Note of that date in favour of said Folkes Wackeyl & Co for Four thousand Five hundred Dollars, and also his promissory note of same date favor of the same for the Sum of Nine hundred and Sixty Seven Dollars, both payable five months after the date thereof & both negotiable and payable at the Commercial and Rail Road Bank of Vicksburg, And whereas also on the second day of August 1836 the said Knightley Sanders, for the purpose of securing the payment of the aforesaid sums of Money, made executed, signed Sealed and delivered to William R Lewis and William Harvey as Trustees for the benefit of the said Folkes Wackeyl & Co a Deed of Trust on the following described lands in Madison County to wit: the S½ of the NE eighth Sec 7 Township 10 Range 4 East containing 40 acres & the E½ of SE¼ of same Section Township & Range containing 80 acres the W½ of NW¼ Section 8 Township 10 Range 4 East containing 80 acres the South West ¼ of Sec 8 Township 10 Range 4 East containing 162 acres the N½ of SE Eighth Sec 8 Township 10 Range 4 East containing 40 acres, being all the lands owned by said Sanders in Secs 7 & 8 Township 10 Range 4 East, containing by estimation 600 acres And also on the following Negro Slaves to wit, Isaac aged 35 years Dock aged 21 Years Vilet aged 19 years & her 2 Children Jane aged 18 years Jack aged 2 years Minor aged 22 years - Kennell aged 40 years Dim aged 35 years Robert aged 22. Robert aged 22 Jesse aged 20 years Moses aged 16, Gordon aged 17 - which deed gives to said Trustees power to sell the aforesaid property in default of payment - ~~to~~ - which deed was duly recorded in the Office of the Clerk of the Probate Court of Madison County on the 10th day of November AD 1836 in book of Deeds D pages 164, 165 & 166 as by reference thereto may more fully appear, And whereas the aforesaid Note last mentioned to wit, the One for Nine hundred and Sixty Seven Dollars as the undersigned believe has been taken up & discharged with other liabilities of the said Sanders - And the said Sanders also paid to the said Folkes Wackeyl & Co on the 3d day of August - the sum of Eighteen hundred and Seventy three Dollars Dollars & 75 Cents leaving a balance now due on said Note And the payment

of which is Secured by said Deed of Trust including expenses incurred on the same of Thirty five hundred and Thirty four Dollars and 45 Cents Now therefore for and in consideration of the Sum of Thirty five hundred, Thirty four Dollars & 45 Cents to us in hand paid by William T Walker and J. C. Tupper the receipt whereof we hereby acknowledge and forever release the said Walker & Tupper, we the said Folkes Walker & Co have endorsed and delivered the said Note aforesaid for $4500, to the said Walker & Tupper, and we do hereby for the consideration aforesaid assign bargain sell and deliver to the said Walker & Tupper, the aforesaid Note and deed of Trust for securing the payment of the same hereby conveying to the said Walker & Tupper & their assigns all our right title and interest in and to the said Note and all security for the payment of the same upon the express understanding and condition however that in no event are the undersigned to be held responsible or liable for any part of the aforesaid Sum now due upon said Note & Secured by said deed of Trust, As witness our hands this 16th day of April 1839

Folkes Walker & Co
In Liquidation

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Miles C. Folkes one of the firm of Folkes Walker & Co and acknowledged that he signed sealed and delivered the foregoing instrument in behalf of himself and the other members of said firm and as the act and deed of said firm in liquidation on the day and year and for the purposes therein specified

Given under my hand and Seal of Office at Canton this 16th Day of April AD 1839

(Seal)

John T. Cameron Clerk

S D Livingston & wife
To
Deed
W. R. Hill } Received for Record & Recorded April 17 1839

This Indenture made and entered into this twelfth day of April in the year of our Lord One thousand eight hundred and thirty nine between Samuel D Livingston and Phebeann Livingston his wife of the County of Madison and State of Mississippi of the one part and William R. Hill of the County and State aforesaid of the other part witnesseth that the said Livingston and wife hath for and in consideration of the sum of fourteen hundred and Sixty eight dollars granted bargained sold Aliened and Confirmed and by these presents do grant bargain sell alien and confirm unto the said William R Hill his heirs and assigns forever a certain tract or parcel of land lying and being in said County and State of the Town of Canton and on the East side of the Road leading from Canton to Boles Ferry Beginning and Bounded as follows (to wit) Beginning at a pine Stake at the corner of said Livingstons Fence thence North Eighty two and one half degrees East fifty two and One half Poles to a pine Stake at the North west corner of the tract of Land said Livingston lately purchased of Ladson A. Mills thence South Eight degrees East dividing said fence forty Poles to a pine Stake thence South Eighty two and one half degrees West Sixty five poles to a pine Stake on the Edge of-

the Road thence North Ten degrees East forty poles to the Beginning containing fourteen acres Two quarters and thirty poles the same being a part of the South West quarter of Section Eighteen Township Nine Range Three East, To have and to hold the aforesaid tract or parcel of land together with all and singular the premises thereunto belonging or in anywise appertaining unto the said William R Hill his heirs and assigns forever and the said Livingston and wife doth for themselves their heirs &c Covenant and agree with the said William R Hill his heirs & assigns warrant and forever defend the title of the said tract of land as above described from themselves their heirs & and from the claim or claims of all and every other person or persons whatsoever unto the said W R Hill his heirs and assigns forever. In testimony whereof the Livingston and wife hath hereunto set their hands and seals the day and year first above written

S D Livingston (Seal)
Phebeann Livingston (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County Samuel D Livingston and Phebe ann Livingston his wife whose names are subscribed to the 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 Phebe ann the wife of said Samuel D Livingston on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the said Deed as her voluntary act and Deed free and of her own accord without the fear threats or compulsion of her said husband for the purposes therein mentioned

Given under my hand and seal of office
at Canton this 12th day of April A.D. 1839
John T. Cameron Clerk

(Seal)

W. R. Hill
S D Livingston
Mortgage

Received for Record & Recorded April 17th 1839

This indenture made and entered into this twelfth day of April in the year of Our Lord One Thousand Eight hundred and thirty Nine Between William R Hill of the County of Madison and State of Mississippi of the one part and Samuel D Livingston of the County and State aforesaid of the other part witnesseth that the said William R Hill in consideration of the debts hereinafter mentioned to be secured and of One dollar to him in hand paid by the said Livingston the receipt whereof is hereby acknowledged doth grant bargain sell and convey unto the said Livingston all that tract or parcel of land situate lying and being in the said County of Madison Beginning at a stake at the corner of said Livingston fence thence North Eighty two and one half degrees East forty Two and one half Poles to a Pine Stake at the North West corner of the tract of land said Livingston lately purchased of Jackson & Mills thence South Eight degrees East dividing said fence forty Poles to a Pine Stake thence South Eighty two and one half degrees West Sixty five poles to a pine Stake on the edge of the Road leading from Canton to Bolers Ferry thence North ten degrees East along said Road forty Poles to the Beginning containing fourteen Acres two quarters and thirty Poles the same being a part of the South West quarter of Section Eighteen Township Nine Range three East, To have and to hold the said premises with the appurtenances unto the said Samuel D Livingston his heirs and assigns to the only proper

use and behoof of the said Livingston his heirs and assigns, forever provided that if the said Hill his heirs Executors and administrators or Either of them do pay or cause to be paid unto the said Samuel D Livingstone his Heirs Executors administrators or assigns the Just and full Sum of fourteen hundred and Sixty Eight dollars (Viz) One Note for seven hundred and thirty four dollars dated on this twelfth day of April Eighteen hundred and thirty Nine and due and payable on or before the first day of January Eighteen hundred and forty one and One other Note for the like Sum Executed at the same time and due On or before the first day of January Eighteen hundred and forty two Then these presents to be void, And the said W R Hill party of the first part doth covenant with the said Livingston party of second part That he the said party of the first part his Executors administrators Shall and will pay or cause to be paid to the said Samuel D Livingston party of the second part his heirs Executors administrators or assigns the said Sum of fourteen hundred and Sixty Eight dollars as aforesaid on the days above limited for the payment thereof. In Testimony whereof the: W R Hill party of the first part hath hereunto set his hand and Seal the day and year above written

W. R. Hill (Seal)

The State of Mississippi }
Madison County ss } Personally appeared before me John J. Cameron Clerk of the Probate Court of said County the above named William R Hill 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 17th Day of April AD 1839

(Seal)

John J. Cameron Clk

W W Wadlington } Received for Record & Recorded April 17th 1839
To } Deed
W R Hill } This Indenture Made and entered into this twenty fifth day of May in the year of our Lord, One thousand eight hundred and thirty eight, between Warner W Wadlington and Polly Wadlington his wife, of the County of Madison and State of Mississippi of the one part, and William R Hill of the County of and State of South Carolina on the other part, Witnesseth That the said Warner W Wadlington and Polly Wadlington his wife, for and in consideration of the Sum of Ten Thousand, five hundred dollars, lawfull Money to them in hand paid (the receipt whereof is hereby acknowledged) have granted, bargained and Sold, and by these presents do grant, bargain, and Sell unto the said William R Hill his heirs and assigns forever, all that lot or parcell of land Situate, lying and being in the County and State aforesaid Known and designated in the plot of general Survey, as the East half of the South east quarter, and the West half of the South east quarter of Section thirty One, Township Nine, range one West; Also the West half of the North West quarter of Section thirty two Township nine range one west; Also the North east quarter of Section, number Six Township eight range One west, Also the west half of the North West quarter of Section Five Township eight range one West; in all Six Eighths of land supposing to contain four hundred and eighty Acres more or less; together with

all and Singular the premises and appurtenances thereunto belonging or in anywise appertaining, To have and to hold the above bargained premises unto the said William R. Hill his heirs or assigns forever, And for the consideration aforesaid the said Warner W. Wadlington and Polly Wadlington his wife for themselves their heirs executors and administrators do covenant to warrant and defend the right to the said premises unto the said William R. Hill his heirs and assigns forever, both at law and in equity, against the lawful demands of the said Warner W. Wadlington and Polly Wadlington his wife, and against all and everyother person or persons claim or claims whatsoever. In Testimony whereof the said Warner W. Wadlington and Polly Wadlington his wife have hereunto set their hands and seals the day and date first written. Interlined in the thirteenth line before signed

Signed Sealed and delivered
In presence of
Thos. S. Rhodes
Spencer F. Wadlington

W. W. Wadlington (Seal)
Polly Wadlington (Seal)

The State of Mississippi }
Carroll County }

Personally appeared before me Thomas S. Rhodes Clerk of the Probate Court of said County the above named Warner W. Wadlington and Polly Wadlington his wife who acknowledge that they signed sealed and delivered the above and within deed to William R. Hill on the day and year therein mentioned as their act and deed and the said Polly wife as aforesaid being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her own voluntary act and deed freely without the fear threats or compulsion of her said husband.

Given under my hand and Seal of Office at Carrollton the 30th day of May A.D. 1838

Thos. S. Rhodes Clerk

Wm. S. Byrd
To
J. J. E. Byrd

Received for Record & Recorded April 17 1839

State of Mississippi }
Holmes County }

This indenture made and entered into this the fifteenth day of April Anno Domini One Thousand Eight Hundred and Thirty Nine between William S. Byrd and Martha Byrd his wife of the county of Holmes and State aforesaid of the first part and J. J. E. Byrd of the county and State aforesaid of the second part Witnesseth, that the said Wm. S. Byrd and Martha Byrd his wife of the first part have this day bargained sold aliened released conveyed and delivered and by these presents do bargain sell alien release and convey and deliver for and in consideration of the sum of One Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged before the signing sealing and delivering of this instrument unto J. J. E. Byrd of the second part the following tracts or parcells of land Viz, North East quarter and the south half of the North West quarter of Section twenty eight in Township Eleven of Range three East in the district of lands subject to Sale at Mount Salus Mississippi containing two hundred and thirty nine acres and 53/100. To have and to hold the above bargained premises, parcels, or tracts of lands together with all the appurtenances thereunto belonging or in anywise appertaining unto the said J. J. E. Byrd his heirs and assigns and the said Wm. S. Byrd and Martha Byrd his wife do hereby warrant and defend the aforesaid bargained premises or parcels of land against the lawful claims or demands of all persons whomsoever unto the said J. J. E. Byrd his heirs administrators and assigns forever — In testimony whereof the said Wm. S. Byrd and Martha Byrd his wife have hereunto set their hands and

affixed their Seals this day and date above written

Wm. S. Byrd (Seal)
Martha Byrd (Seal)

The State of Mississippi }
Holmes County } Personally appeared before me John W. Cowan Esquire an acting Justice of the Peace in and for said County Wm. S. Byrd the within named who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed and for the purposes therein expressed. Given under my hand and Seal this 15th day of April AD 1839

John W. Cowan J.P. (Seal)

The State of Mississippi } Personally appeared before me John W. Cowan
Madison County } Esquire an acting Justice of the peace in and for said County the within named Martha Byrd wife of the before mentioned Wm. S. Byrd who being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein written as her act and deed and without the fear threats or compulsion on the part of her said husband

Given under my hand and Seal this 15th day of April AD 1839

John W. Cowan J.P. (Seal)

John S. & S. Byrd }
To }
Deed }
Thomas Grafton } Received for Record & Recorded April 17 1839

This Indenture made and entered into this fifteenth day of April in the year of Our Lord One thousand Eight hundred and Thirty Nine between John S. & S. Byrd and Haline C. Byrd his wife of the County of Holmes and State of Mississippi of the first part and Thomas Grafton of the County of Madison State aforesaid of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Seven thousand two hundred Dollars to them in hand paid by the said party of the second part at before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted bargained sold conveyed and confirmed, and by these presents do grant bargain sell convey and confirm unto the said party of the second part all that tract or parcel of Land lying in the County of Madison, Known and designated as the NE 1/4 of S 1/2 NW 1/4 Section No 28, Township 11 of Range 3 East containing in all Two hundred and forty Acres more or less to have and to hold the said tract or parcel of Land together with all and singular the rights privileges and appurtenances thereunto or in anywise belonging unto the said Thomas Grafton of the second part his heirs executors, administrators and assigns forever, and the said party of the first part do covenant and agree to warrant and forever defend the above described premises against the claim or claims of any and every person or persons whatever in Law or equity to the said Thomas Grafton his heirs executors and administrators and assigns in fee simple

In testimony whereof we set our hands and affix our seals the day and date first above written

Signed Sealed and delivered }
in Presence of }
Benja S. Williams }

John S. & S. Byrd (Seal)
Haline C. Byrd (Seal)

The State of Mississippi }
Holmes County } Personally appeared before me John W.

Cowan Esquire an acting Justice of the Peace in and for said County John A Byrd who acknowledged that he signed sealed and delivered the within deed on the day and year therein written as his own act and deed and for the purposes therein expressed. Given under my hand and Seal this 15th day of April AD 1839

John N. Cowan J.P. (Seal)

The State of Mississippi
Holmes County } Personally appeared before me the undersigned John N. Cowan Esquire an acting Justice of the Peace in and for said County Malina C. Byrd wife of John A. Byrd named in the within deed who being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed on the day and year therein written as her Voluntary act and deed and without the fear threats or compulsion on the part of her said husband

Given under my hand and Seal this 15th day of April AD 1839

John N. Cowan J.P. (Seal)

The State of Mississippi
Holmes County } I, Wilson F. Purdom clerk of the Probate Court of said County do hereby certify that John N. Cowan is at the date hereof an acting Justice of the Peace in & for said County and that full faith and credit should be given to his Official acts as such. In testimony whereof I have hereunto Set my hand & affixed the Seal of Office at Lexington April 15th 1839

W. W. Purdom Clerk

F. Ross
To } Deed of Gift
Margaret Walton } Received for Record & Recorded April 18th 1839

Know all men by these presents that I Frances Ross for and in consideration of the natural love and affection which I have for my daughter Margaret Walton, and for the consideration of Ten dollars to me in hand paid, have this day bargained and sold, and by these presents do bargain and sell and convey unto Robert L. Ross two Negro girls to wit Defahne about sixteen years of age and Sarah about Eleven years of age both Slaves & of Black complexion To have and to hold them for the use and benefit of my said daughter Margaret Walton and the heirs of her body forever. And it is expressly understood that she and her children shall enjoy the use of them as long as she lives and at her death they are to go to her children & their heirs forever and while she lives she is to have the possession and controul of them. Witness my hand & Seal this 9th day of April 1839

Francis Ross (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 Francis Ross and acknowledged that he signed sealed and delivered the within and foregoing instrument 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 18th day of April AD 1839

John T. Cameron Clerk

R. B. Ricketts
To } Deed
Wm Anderson } Received for Record & Recorded April 18th 1839

This Indenture made and entered into the Sixth

day of September in the year of our Lord One Thousand Eight hundred & thirty four between R B Ricketts of Madison County and State of Mississippi of the first part and William Anderson of the same place of the Second part Witnesseth, That for and in consideration of the Sum of One hundred dollars to him in hand paid by the said William Anderson before the Sealing and delivery of these presents, the receipt whereof is hereby acknowledged the said R B Ricketts has this day bargained, Sold and conveyed to the said William Anderson his heirs and assigns forever two Several lots or parcels of land designated as follows, The North half of the West half of the South West quarter of Section No 20 of Township No 10 in Range No 4 East together with the North half of the west half of the South East quarter of Section No 19 in Township and Range aforesaid with the appurtenances, in Witness whereof I have hereunto set my hand and affixed my Seal the day and date above written

R B Ricketts (Seal)

The State of Mississippi }
Yalobusha County } Personally appeared before me E P Stratton a Justice of the peace in County and State aforesaid: Reuben B Ricketts the grantor of the foregoing deed who acknowledged he signed sealed & delivered the same as his act and deed on the day & year therein mentioned for the purpose therein specified & contained, Given under my hand & Seal this 13th day of April A D 1839

E P Stratton (Seal)

The State of Mississippi }
Yalabusha County } I Davidson M Rayburn clerk of the Probate court in and for said County do certify that E P Stratton whose signature appears to the above certificate is and was an acting Justice of the peace at the time of subscribing the same and that full faith and credit are due all his official acts as such

Given under my hand and Seal of Office this 13th April 1839

D M Rayburn Clerk
By H. A. Rayburn D Clk

William Anderson & Wife }
To }
J. W. P. McGimpsey }

Received for Record & Recorded April 18th 1839

This Indenture made the thirteenth day of February in the year of our Lord One thousand eight hundred and thirty five between William Anderson and his wife Mary Ann Anderson of the County of Madison & State of Mississippi of the one part and John W P McGempsey of the County and State aforesaid of the other part Witnesseth that the said William Anderson & his wife Mary Ann Anderson for and in consideration of the Sum of Eight Thousand Seven hundred dollars lawful money of the United States to them in hand well and truly paid by the said John W P McGempsey the receipt whereof is hereby acknowledged, hath granted bargained, sold conveyed and confirmed & by these presents doth grant bargain sell convey and confirm unto the said John W P McGimpsey his heirs and assigns all and Singular the following described lots tracts or parcels of land, to Wit, The South West quarter of Section Seventeen also the East half of the South East quarter & the East half of the North East quarter of Section Eighteen, and the North East quarter & two thirds of the North half of the West half, and two thirds of the North half of the East half of the South East quarter of Section Nineteen and two thirds of the

North half of the West half of the South West quarter of Section twenty and all in Town Ship Ten of Range four East. And all the Estate right title interest claim & demand of the said Anderson and Wife of in & to the said premises, with all & singular the rights members privileges & appurtenances to the same belonging or in anywise appertaining and the rents issues & profits thereof to Have and To Hold the said premises with the appurtenances, to the only proper use & benefit of the said John W. P. McGinsey his heirs & assigns forever, and the said Anderson & Wife their heirs executors and administrators doth covenant & grant unto with the said McGinsey his heirs executors administrators & assigns, that they the said Anderson & Wife are the true & lawful owners of the premises hereby granted & have good right, full power & lawful authority to convey the same in manner & form aforesaid. And further that they the said Anderson and wife their heirs executors and administrators will warrant & forever defend the aforesaid premises, with their appurtenances, with every part & parcel thereof unto the said John W. P. McGinsey his heirs & assigns against all persons claiming or to claim, by from or under him them or any of them, or by from, or under any other person or persons whomsoever. In Testimony whereof, the said William Anderson and Mary Ann his wife who here by relinquishes her right of Dower hath hereunto set their hands & seals the day & year above written

Sealed & delivered in presence of — William Anderson (Seal)
James N. Cooper — Mary Ann Anderson (Seal)
John N. Germany Jr.

The State of Mississippi } Personally appeared before the undersigned a
Holmes County } Justice of the peace in & for said County the above named William Anderson who acknowledged that he signed sealed and delivered the foregoing deed on the day & year therein named as his act and deed. And Mary Ann Anderson wife of the said William Anderson who being examined freely and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed on the day & year therein named freely without the fear force threats or compulsion of her husband as her voluntary act and deed. Given under my hand and seal this 11th day of April 1839

The State of Mississippi } J. Perkins J.P. (Seal)
Holmes County } I William A. Perdom Clerk of the Probate Court of said County do hereby certify that Jacob Perkins who made the foregoing certificate is now and was at the time of doing the same an acting Justice of the Peace in and for said County and that full faith and credit should be given to his official acts as such. In testimony whereof I have hereunto set my hand and affixed my seal 11th day of April 1839

W. A. Perdom Clk

Joseph H. Vanoy & Wife } Received for Record & Recorded April 18th 1839
To } Mortgage } State of Mississippi } Mother Bank Destrict
Mississippi Union Bank } Madison County }

Whereas Joseph H. Vanoy a citizen of said State, residing in the county aforesaid, being an owner of real estate situated in the State of Mississippi, on the 21st day of August in the year eighteen hundred and thirty eight, being within the time prescribed, at Canton in the county of Madison subscribed for Eighty One Shares of One hundred dollars each, amounting to Eight thousand one hundred dollars of the Stock of the Mississippi Union Bank, created and incorporated by an act of the Legislature of said State, approved on the twenty first day of January in the year eighteen hundred and thirty seven, and reapproved on the fifth

February 1838, for which said Sum of Eight Thousand One hundred dollars the said Joseph H Vanny hath executed his bond, or bill single, of even date with these presents payable to the said Mississippi Union Bank and, being desirous, disposed, according to the provisions of the eighth section of said original act of incorporation of said Bank to secure the payment of the said bond, for the stock so subscribed, as aforesaid that the payment of the capital and interest of ten Millions, five hundred thousand dollars, of the loan to be obtained by means of the bonds of the State issued in conformity with the fifth section of said original act of incorporation at the times the said bonds for that sum shall severally ~~fall~~ due, may thereby be assured; And to secure the annual payment of four per centum upon the principal, and seven per centum interest on the loan he may receive from said Bank, as stock holder therein according to the provisions of the thirty first section of the original act of incorporation at such times and places as the same may be required, he the said Joseph H. Vanny hath offered and agreed to convey, by deed of Mortgage, to the said Mississippi Union Bank the following described property to wit: The North East quarter of Section number thirty three the South half of the West half of the South west quarter of Section number twenty four the North half of the west half of the North west quarter of Section number twenty five, all of which land is in Township number Nine and Range number two East containing in all two hundred and forty Acres of Land situate and now being in the County of Madison which said property, the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed sufficient and at least, for the present, equal to the above mentioned number of Shares of the stock so subscribed as aforesaid, which after the recording of these presents shall belong to the said Joseph H Vanny. Subject however and hereafter, if need be to be graduated and reduced ofinally so yielded, according to the principles embodied in the second and twenty sixth sections of the said original act of incorporation, and as modified and varied by the eighth section of the act supplementary thereto approved the fifteenth day of February 1838. Wherefore the said Joseph H Vanny doth acknowledge himself debtor to the Mississippi Union Bank, in the said sum of Eight thousand one hundred dollars being the amount of the shares of the stock of said Bank so subscribed as aforesaid, of which he is to be holder, by virtue of these presents, the payment of which (in order to secure the payment of the capital and interest of ten Millions five hundred thousand dollars of the bonds of the State, as aforesaid, and of the loan which the said Joseph H Vanny shall or may obtain, from the said Bank as aforesaid, at such times and in such proportions, as the said Bank in conformity with said original act of incorporation, may require the said Joseph H Vanny is specially desirous to secure as aforesaid. Therefore this Indenture, made and entered into this Eighteenth day of April in the year eighteen hundred and ~~thirty~~ nine by and between Joseph H Vanny and Charlotte L Vanny his wife, citizens of the State of Mississippi and residing in the County of Madison aforesaid of the one part, and the Mississippi Union Bank, created and incorporated, by the Legislature of said State, of the other part, Witness such that the said Joseph H. Vanny and Charlotte L Vanny his wife, for and in consideration of the premises, before recited, and of the further consideration of One hundred dollars to them in hand paid, and to secure the payments, aforesaid, do hereby grant bargain sell and convey and Mortgage, and by these presents have granted bargained, sold conveyed and Mortgaged, unto the said Mississippi Union

Bank as aforesaid, Sinqueen the above described property, To have and to hold the said above described property unto the said Mississippi Union Bank, until the bonds of the State for said sum of ten Millions five hundred thousand dollars, issued in conformity with the fifth and thirteenth Sections of said original act of incorporation, with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank and until the said Joseph H Vanay shall have paid the amount of said bond, executed to the said Mississippi Union Bank for the amount of said Shares, as aforesaid And also until he shall have paid the privileged loan which he may have obtained as Stockholder according to the provisions of the thirty first Section of said original act of incorporation unless the said Joseph H Vanay do forever consummate transfer said Stock and be discharged, in the manner and form prescribed by the twenty Ninth Section of the original act of incorporation, and Sixth Section of the Act Supplemental thereto, And upon such payments, or transfer, and discharge as aforesaid, then and thenceforth, as now this present Indenture and the estate hereby granted conveyed and Mortgaged, as the bond, aforesaid, shall cease, determine and become absolutely null and void, anything herein contained, to the contrary, notwithstanding, otherwise to remain in full force and effect, in law and equity, forever, And the said Mississippi Union Bank doth hereby declare, that it accepts the bond of even date herewith, and the Mortgage hereby executed and entered into in favor of said Bank, and doth further declare that upon the recording of these presents, And upon the production of a certificate from the Clerk of the Probate Court of the County or Counties within which the above mentioned property may be situated, that the same has been duly recorded, and that there is no prior deed of conveyance, Mortgage, or other incumbrance of record thereon; And upon the production of a second certificate, bearing date at least three months, subsequent to the day of the recording of these presents that no other Mortgage or incumbrance whatever upon said land, was recorded or delivered for Record in the Office of such Clerk, and that since the date of the act of recording these presents, no other Mortgage deed of conveyance, or incumbrance whatever, upon the aforesaid property, has been recorded or delivered for Record, And upon the production of the certificate of the Clerk of the Circuit Court of the County of the residence of the said Joseph H Vanay that there is no Judgment against him (or if there be any, stating the amount) and that there was none known to him, against the seller whom he claims, at the date of their conveyance to him respectively And upon the production also of the Affidavit of the said Mortgagor, that there is no Judgment against him unsatisfied either upon original suit, or by forfeiture of delivery bond or otherwise, in any Court of the State or of the United States (or if there be any, stating its amount) then the said Mortgagor shall be the lawful owner of Eighty One Shares, subject to be graduated and reduced or rejected as aforesaid of the Stock of the said Mississippi Union Bank, and entitled, as such, to all the rights, faculties, advantages and profits, to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said original act of incorporation And of the act Supplemental thereto as aforesaid, It is also hereby expressly understood and agreed, that in case hereafter the right title or titles through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein, or if any claim, either by judgment or conveyance, should be successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself to furnish other unencumbered property of sufficient amount, and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe

The Said Mortgagor also agreeing that if the whole amount of the bond, for the Said Stock or any part thereof, or the whole amount of the loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at Such times and places as the Same may respectively become due, and payment thereof be required, according to the true intent and meaning of the Said Original act of incorporation and the Act Supplemental thereto then this present Mortgage, and the Sums of Money hereby Secured by virtue of the twenty Sixth Section of the Said Original act of incorporation, Shall bear ten percentum interest per Annum, after maturity if not punctually paid and the Said Mississippi Union Bank may and Shall have the right to cause the Said property Mortgaged as aforesaid in whose hands soever the Same may be found, or a Sufficient quantity thereof to be Seized and Sold to obtain the payment of any Sum or sums of Money which the Said Mortgagor may owe as Stockholder either in Said Stock or on Said pledged loan, according to the laws of the State and to the true intent of the Said Original act of incorporation upon due public Notice thereof, It is also further hereby understood and agreed, and the Said Mortgagor doth acknowledge that whenever it Shall appear to the Satisfaction of the Said Directors that the property presently and hereby Mortgaged to Secure the amount of Stock allotted to Said Mortgagor as aforesaid, is not of Sufficient Value, then the Said Mississippi Union Bank, Shall have the right to reject the Same, and in Such case may require other Security or in default thereof reduce the Shares of Such defaulter to the amount Sufficiently Secured, In Testimony whereof the Said Joseph H Vanny and Charlotte L Vanny his wife have hereunto Set their hands and Seals on this Eighteenth day of April in the year of Our Lord eighteen hundred and thirty Nine

Joseph H. Vanny (S.S.)
Charlotte L. Vanny (S.S.)

State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of Said County the within and above named Joseph H Vanny who acknowledged that he Signed Sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as his act and deed. Given under my hand and Seal of Office at Canton this 18th day of April A D 1839

John T Cameron Clerk

State of Mississippi }
Madison County } I John T Cameron Clerk of the Probate Court of Said County do hereby certify that Mistress Charlotte L Vanny wife of the grantor in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that She Signed Sealed and delivered the Same as her Voluntary act and deed free from the fear threats or compulsion of her Said husband. Given under my hand and Seal of Office at Canton this Eighteenth day of April in the year of our Lord One thousand eight hundred and thirty Nine

John T. Cameron Clerk

Hill Jones & Wife
To
Deed
Nathan B Whitehead

Received for Record & Recorded April 18th 1839

This Indenture made and entered into this Eighteenth day of April in the year of Our Lord One thousand eight hundred and thirty Nine between Hill Jones and Ludith B Jones his wife of the County of Madison and State of Mississippi of the one part and Nathan B Whitehead of the County and State aforesaid of the other part Witnesseth that the said Jones and wife for and in consideration of the sum of Two thousand Dollars to them in hand paid at & before the ensealing and delivery hereof the receipt whereof is hereby acknowledged and the said Nathan B Whitehead his heirs and assigns forever released and discharged therefrom have granted, bargained, sold aliened and confirmed and by these presents do grant bargain, sell alien and confirm unto the said Nathan B Whitehead his heirs and assigns forever all that tract or parcel of land lying and being in the said County of Madison and State of Mississippi known and designated as the East half of the North East quarter of Section Ten in Township Nine of Range four east containing 80 acres more or less Also the North half of the East half and West half of the South East quarter of Section Ten in Township Nine of Range four east containing 120 acres South half of the East half of the North west quarter Section Ten Township Nine and Range four east containing altogether 200 two hundred and forty acres more or less. To have and to hold the said Tracts or parcels of land as above described with all and singular the appurtenances thereunto belonging or in anywise appertaining unto the said Nathan B Whitehead his heirs and assigns forever and the said Jones and wife do for themselves their heirs executors & covenant and agree to and with the said Nathan B Whitehead his heirs and assigns to warrant and defend the title of the aforesaid tract or parcel of land from themselves their heirs and assigns, and from all and every other person or persons whatsoever unto the said Nathan B Whitehead his heirs and assigns forever. In witness whereof the said Jones and wife have hereunto set their hands and seals this the day and date first above written. The words 120 acres South half of the East half of the North west quarter Section Ten Township and Range four last were interlined before signing

Hill Jones (Seal)
Ludith B Jones (Seal)

State of Mississippi
Madison County } Personally appeared before me James M Baker an acting Justice of the Peace in and for said County the above named Hill Jones and Ludith B his wife who acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year above mentioned and for the purposes therein expressed. And the said Ludith B wife of the said Hill Jones being by me examined separate and apart from her said husband and the contents thereof being first made known to her acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and of her own accord without any fear threats or compulsion of her said husband. Given under my hand and seal this Eighteenth day of April AD 1839

James M Baker J P (Seal)

Stephen Coward
To
Bill Sale
James H Dunlavey

Received for Record April 18th 1839 & Recorded April 19th 1839
Madison County
Mississippi Octr 24th 1838 } Recd of James H Dunlavey the sum of Twenty four hundred & 2400 dollars for five slaves Negroes as follows One woman named Mary twenty Seven years old at Eight hundred 800 dollars One boy named Dorrell thirteen year old at Six hundred 600 dollars a girl

named Charity eight years old at four hundred 400 dollars also a girl named Rosetta five years old at three hundred and fifty (350) dollars also a girl named Nancy two years old at two hundred and fifty (250 dollars all of which Negroes I insure sound in body and mind free from all incumbrance and Slaves for life, In witness whereof I hereunto place my name and Seal

Witness Present-
Jas Lee

Stephens Coward (Seal)

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County James Lee the subscribing witness to the foregoing Bill of Sale who being duly sworn deposed and said that he saw Stephen Coward whose name is subscribed thereto sign seal and deliver said Bill of Sale on the day and year therein mentioned, that he this deponent subscribed his name as a witness thereto in Presence of said Coward on the day and year aforesaid

Given under my hand and Seal of Office at Canton this 18th Day of April A.D. 1839

John T. Cameron Clerk

Wm Gartley & others
To
Lo. Latham

Received for Record & Recorded April 19th 1839

This Indenture made the tenth day of February Eighteen hundred and thirty six between William Gartley, Lucian Davis & John Brown & Martha his wife, William L Balfour & Elizabeth his wife heirs of Lewis Gartley deceased all of the County of Madison & State of Mississippi of the first part and Lorenzo Latham of the County and State aforesaid of the Second part, Witnesseth Whereas the said Lewis Gartley deceased late of said County died by his last will and testament dated the twentieth day of August Eighteen hundred and thirty four gives & bequeath unto the said parties of the first part all of his Real Estate lying in the State of Mississippi to devise & belong to said parties of the first part at the marriage or death of the Widow of said deceased & whereas the widow of said deceased is now married to the said party of the Second part, and whereas the said Lewis Gartley at the time of his death claimed owned and possessed in fee Simple all of the following described lots tracts or parcels of Land lying in the County of Madison & State aforesaid, Lots Number five, Seven and eight of Section thirty four Township Ten Range One East containing Two hundred and forty acres, Also the South East quarter and the East half of the South west quarter and the South half of the East half of the North East quarter of Section Two, Township Nine Range One East containing two hundred & seventy six acres & one hundreth of an acre Also the North West quarter and the West half of the South west quarter and the West half of the North east quarter of Section One Township Nine Range One east, containing Three hundred and fifteen acres and fifty two hundreths of an acre, Also the North half of the East half of the North East quarter of Section Eleven Township Nine Range One East containing forty acres and twenty three hundreths of an acre, Also the equal undivided half of Lot Number eight Section thirty three Township Ten Range One East containing Sixty three acres and twenty five hundreths of an acre which lots of Land was entered at the Mount Salus Land office jointly by Samuel Pearce and said deceased, The said parties of the first part for and in consideration of the sum of Eight Thousand dollars to them in hand paid by the said Lorenzo Latham the receipt whereof

is hereby acknowledged and thereof & therefrom doth acquit release, exonerate and forever discharge the said Latham his heirs executors & administrators back & bargained, sold granted & conveyed and by these presents doth grant bargain, sell, convey and quit claim unto the said Latham his heirs and assigns all of their right title Estate, interest, claim and demand of the said parties of the first as heirs of said decd of in and to the several tracts of Land described as aforesaid to gether with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining to have and to hold the same & every part & parcel thereof to the only proper use benefit & behoof of the said Latham his heirs & assigns forever, and the said parties of the first part for themselves their heirs & assigns do covenant - and agree to and with said Latham that they are the true and lawful heirs of said Lewis Gartley deceased and have full power & lawful authority to sell & convey the land herein described in the manner and form aforesaid. In testimony whereof the said parties of the first part hath hereunto set their hands & seals the day and year first written.

Signed Sealed and delivered in presence of us
Joseph D McGinty

Wm Gartley (Seal)
Susan Davis (Seal)
John Brown (Seal)
Martha Brown (Seal)
Wm L Balfour (Seal)
E D Balfour (Seal)

The State of Mississippi
Madison County } Be it remembered that on the twelth day of February Eighteen hundred and thirty six personally appeared before me Dan'l Sutherland an acting Justice of the Peace in and for said County the within named John Brown who acknowledged the signing and sealing of the within deed for the uses & purposes therein mentioned. Also the within named Susan Davis who made the same acknowledgements. and at the same time personally appeared Martha the wife of said John Brown and on a private examination separate and apart from their said Husband acknowledged that they signed sealed & delivered the within deed as their voluntary act and deed freely without any fear threats or compulsion of their husband.
Given under my hand and seal the twelth day of February Eighteen hundred and thirty six

Dan'l Sutherland J.P. (Seal)

State of Mississippi
Madison County } Personally appeared before the undersigned a Justice of the Peace of said County the aforesaid William L Balfour and William Gartley who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed and on a private examination separate and apart from her husband the aforenamed Elizabeth D Balfour acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed freely without any fear threats or compulsion from her husband. Given under my hand and seal this 16th day of February AD 1836

D. Mitchell J.P. (Seal)

The State of Mississippi
Madison County } Personally appeared before me Daniel Sutherland an acting Justice of the Peace in the County aforesaid the above named John Brown & Susan Davis who acknowledged that they signed sealed & delivered the annexed deed of conveyance for the uses and purposes therein contained
Given under my hand & seal the fifteenth day of April Eighteen hundred and Sixty Nine

Dan'l Sutherland J.P. (Seal)

This Indenture made the Sixteenth day of April Eighteen hundred and Sixty Nine between Julia A Gartley wife of William Gartley of the County of Madison & State of Mississippi of the one part & Lorenzo Latham of the County and State aforesaid of the second part Witnesseth, That the said Julia A Gartley for and in consideration of the sum of

One dollar in hand paid by the said Latham has sold transferred & conveyed to said Latham all her right-title interest-& claim of in and to the several lots, tracts or parcels of Land described in the annexed, deed and by these doth transfer sell and forever relinquish her right of Dower in said premises. In Witness whereof the said Julia A Gartley has hereunto set her hand & seal the day & year first written

Julia A Gartley (Seal)

The State of Mississippi }
Madison County } Personally appeared before me Henry A Foster an Acting Judice of the Peace in the County aforesaid the within named Julia A Gartley, Wife of William Gartley who being examined separate and apart from her said husband, declared that she signed sealed and delivered the within deed of conveyance to L Latham for the use & purposes therein contained as her voluntary act and deed free & without any fear threats or compulsion from her husband. Given under my hand & seal the 18th day of April 1839

Hy A. Foster P Peace

D. G. Moore
To }
Deed
William E Herrald

Received for Record & Recorded April 19th 1839

This Indenture made and entered into this 15th day of November in the year of our Lord one thousand eight hundred and thirty three between D G Moore of the first part & Wm E Herrald of the second part - all of the county of Madison & State of Mississippi. Witnesseth the said D G Moore of the first hath this day sold bargained & delivered to Wm E Herrald for and in consideration of the sum of Six hundred Dollars to him in hand paid the receipt whereof is hereby acknowledged & by these presents the said D G Moore doth sell bargain & deliver to said Herrald a certain tract or parcel of land being the North West quarter of Section thirty three of Township Nine in Range two East containing One hundred & Sixty acres of land be the same more or less together with all and singularly the rights members hereditaments & appurtenances whatsoever to the said land & premises belonging or appertaining to have and to hold the said tract of land with all appurtenances & appendages thereunto belonging unto the said Herrald his heirs & assigns forever & the said Moore for him & his heirs the said tract of land with all & singularly the premises appurtenances & appendages before mentioned unto the said Herrald his heirs & assigns free from the claim or claims of himself the said D G Moore or his heirs & all and every other person or persons whatsoever the said I do warrant & forever defend by this presents. In testimony whereof the said D G Moore have hereunto set my hand & affixed my seal this day & year as above written

Signed Sealed & delivered
in the presence of

D. G. Moore (Seal)
Jane M. Moore (Seal)

The State of Mississippi }
Yazoo County } Personally appeared before me George Crockett Clerk of the Probate Court in and for said County and State David G Moore whose name is subscribed to the within & foregoing Instrument of writing who acknowledged that he signed sealed and delivered the same as his act and deed on the day and year therein mentioned and for the purposes therein contained At the same time Personally appeared before me Jane M Moore wife of the above named David G Moore and 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 Signed Sealed and delivered the Same as her acts and deed and hereby relinguisheth her right of Dower to the within described Lands Voluntarily for the purposes therein Specified

Witness my hand and Seal of Office at Benton this 28th day of March 1839

Geo. Crockett Clerk

Nicholas D Ingram
To
Mississippi Union Bank

Received for Record & Recorded April 19th 1839
State of Mississippi
Madison County
Madison Bank District

Whereas Nicholas D Ingram a citizen of Said State, residing in the county aforesaid, being an owner of real estate situate in the State of Mississippi, on the 11th day of August in the year eighteen hundred and thirty eight (being within the time prescribed) at Canton in the county of Madison Subscribed for seventy Shares of one hundred dollars each, amounting to Seven thousand dollars of the Stock of the Mississippi Union Bank, created and incorporated by an act of the Legislature of Said State approved on the twenty first day of January, in the year Eighteen hundred and thirty Seven, and reapproved on the fifth February, 1838, for which Said Sum of Seven thousand dollars the Said Nicholas D Ingram hath executed his bond, or his Single of even date with these presents, payable to the Said Mississippi Union Bank and being desirous and disposed, according to the provisions of the eighth Section of Said original act of incorporation of Said Bank to secure the payment of the Said bond, for the Stock So Subscribed, as aforesaid, that the payment of the capital and interest of ten Millions, five hundred thousand dollars, of the loan, to be obtained by means of the bonds of the State issued in conformity with the fifth Section of Said original act of incorporation, at the times the Said bonds for that Sum shall severally fall due may thereby be secured: and to secure the annual payment of four per centum upon the principal and Seven per centum interest on the loan he may receive from Said Bank, as Stock holder therein according to the provisions of the twenty first Section of the original act of incorporation, at such times and places as the Same may be required, he the Said Nicholas D Ingram hath offered and agreed to convey by deed of Mortgage, to the Said Mississippi Union Bank the following described property to wit: The South half of the North East quarter the North west quarter the East half of the South west quarter the West half of the South East quarter of Section Number Nineteen of Township Number Ten of Range Nine East containing in all four hundred Acres of Land situate and now being in the County of Madison which Said property, the Board of Directors of the Said Mississippi Union Bank, have as to them acknowledged, deemed Sufficient, and at least for the present equal to the above mentioned number of Shares of the Stock So Subscribed as aforesaid, which after the recording of these presents shall belong to the Said Nicholas D Ingram Subject hereover and hereafter if need be to be graduated and reduced, or finally rejected, according to the principles enforced in the Second and twenty Sixth Sections of the Said Original act of incorporation and as modified and varied by the eighth Section of the Act Supplemental thereto approved the fifteenth day of February 1838. Wherefore the Said Nicholas D Ingram doth acknowledge himself debtor to the Mississippi Union Bank, in the Said Sum of Seven thousand dollars being the amount of the Shares of the Stock of Said Bank, So Subscribed as aforesaid, of which he is to be holden by virtue of these presents, the payment of which (in order to secure the payment of the Capital and interest of ten Millions five hundred thousand dollars of the bonds of the State as aforesaid) and of the loan which the Said Nich-

olas D Ingram shall or may obtain, from the said Bank as aforesaid, at such times and in such proportions, as the said Bank, in conformity with said original act of incorporation, may require the said Nicholas D Ingram is specially desirous to secure as aforesaid, Therefore this Indenture made and entered into this nineteenth day of April in the year eighteen hundred and thirty nine by and between

and his wife citizens of the State of Mississippi and residing in the County of Madison aforesaid, of the one part, and the Mississippi Union Bank created and incorporated, by the Legislature of said State of the other part, Witnesseth that the said Nicholas D Ingram and his wife, for and in consideration of the premises, before recited and of the further consideration of one hundred dollars to in hand paid, and to secure the payments, aforesaid hereby grant bargain sell convey and mortgage, and by these presents granted bargained sold conveyed and mortgaged unto the said Mississippi Union Bank all and singular, the above described property

To have and to hold the said above described property, unto the said Mississippi Union Bank, until the bonds of the State for said sum of ten millions five hundred thousand dollars issued in conformity with the fifth and thirteenth sections of said original act of incorporation with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank and until the said Nicholas D Ingram shall have paid the amount of said bond, executed to the said Mississippi Union Bank, for the amount of said shares as aforesaid And also until he shall have paid the pledged loan, which he may have obtained as stockholder, according to the provisions of the thirty first section of said original act of incorporation unless the said Nicholas D Ingram do previously transfer said stock and be discharged in the manner and form prescribed by the twenty ninth section of the original act of incorporation, and sixth section of the act supplemental thereto And upon such payments, or transfer and discharge as aforesaid, then and thenceforth, as well this present Indenture, and the estate hereby granted, conveyed and mortgaged, as the bond, aforesaid shall cease determine and become absolutely null and void, anything herein contained to the contrary notwithstanding, otherwise to remain in full force and effect, in law and equity forever, And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith, and the mortgage hereby executed and entered into in favor of said Bank and doth further declare that upon the recording of these presents and upon the production of a certificate from the clerk of the Probate Court of the County or the Counties, within which the above mentioned property may be situated, that the same has been duly recorded, and that there is no prior deed of conveyance, mortgage or other incumbrance of record thereon And upon the production of a second certificate, bearing date, at least three months subsequent to the day of the recording of these presents, that no other mortgage or incumbrance whatever upon said land, was recorded, or delivered for record, in the office of said clerk and that since the date of the act of recording these presents no other mortgage deed of conveyance, or incumbrance whatever upon the aforesaid property, has been recorded or delivered for record, And upon the production of the certificate of the clerk of the Circuit Court of the County of the residence of the said Nicholas D Ingram that there is no judgment against him (or if there be any, stating the amount) and that there was none, known to him against those under whom he claims at the date of their conveyance to him

respectively. And upon the production also of the affidavit of the said Mortgagor that there is no judgment against him unsatisfied either upon original suit, or by forfeiture of delivery bonds or otherwise in any Court of the State or of the United States, or if there be any stating its amount, then the said Mortgagor shall be the lawfull owner of seventy shares subject to be graduated and reduced or rejected as aforesaid, of the Stock of the said Mississippi Union Bank and entitled as such, to all the rights faculties advantages and profits, to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said original act of incorporation and of the act supplemental thereto as aforesaid, It is also hereby expressly understood and agreed, that in case hereafter, the right title or titles through which the present Mortgagor derives the above described property shall be deemed insufficient on account of some defect therein or if any claim, either by judgment or conveyance, shall be successfully asserted against, then the present Mortgagor shall be bound, as he doth hereby bind himself, to furnish other unencumbered property of sufficient amount and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe. The said Mortgagor also agreeing that if the whole amount of the bond, for the said Stock, or any part thereof or the whole amount of the loan he may receive as stockholder as aforesaid, or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required, according to the true intent and meaning of the said original act of incorporation and the act supplementary thereto, then this present Mortgage, the sums of money hereby secured, for the twenty sixth section of the said original act of incorporation, shall bear ten per centum interest per annum after maturity, if not punctually paid, and the said Mississippi Union Bank may and shall have the right to cause the said property mortgaged as aforesaid in whose hands soever the same may be found, or a sufficient quantity thereof to be seized and sold, to satisfy the payment of any sum or sums of money which the said Mortgagor may owe as stockholder, either on said stock or on said pledged loan according to the laws of this State, and to the true intent of the said original act of incorporation, upon due public notice thereof. It is also further hereby understood and agreed and the said Mortgagor doth acknowledge that whenever it shall appear to the satisfaction of the said Directors that the property presently and hereby mortgaged to secure the amount of stock allotted to said Mortgagor, as aforesaid, is not of sufficient value, then the said Mississippi Union Bank, shall have the right to reject the same, and in such case may require other security or in default thereof, reduce the shares of such defaulter to the amount sufficiently secured. In Testimony whereof the said Nicholas D. Ingram has hereunto set his hand and seal on this nineteenth day of April in the year of our Lord Eighteen hundred and thirty nine

N. D. Ingram (Seal)

State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within or above named Nicholas D. Ingram who acknowledged that he signed sealed and delivered the foregoing Deed of Mortgage on the day and year therein mentioned as his act and deed. Given under my hand and seal of office at Canton this 19th day of April AD 1839

John T. Cameron Clerk

Francis & William Saddler
& Wife of William
To
Mortgage
Mississippi Union Bank

Received for Record & Recorded. April 20th 1839
State of Mississippi
Madison County } Madison Range District

Whereas Francis & William Saddler a citizen of said State residing in the County of aforesaid being an owner of real estate situated in the State of Mississippi on the 28th Day of August in the year eighteen hundred and thirty eight being within the time prescribed, at Canton in the County of Madison Subscribed for one hundred & Sixteen and one half Shares of one hundred dollars each amounting to Eleven thousand six hundred and fifty dollars of the Stock of the Mississippi Union Bank, created and incorporated by an act of the Legislature of said State approved on the twentyfirst day of January, in the year eighteen hundred & thirty Seven and reapproved on the fifth February 1838 for which said Sum of Eleven thousand six hundred & fifty dollars the said Francis & William Saddler hath executed his bond, or bill single of even date with these presents payable to the said Mississippi Union Bank - and being desirous and disposed according to the provisions of the eighth Section of said Original act of incorporation of said Bank to secure the payment of the said bond, for the Stock so subscribed as aforesaid that the payment of the capital and interest of ten Millions five hundred thousand dollars of the loan to be obtained by means of the bonds of the State issued in conformity with the fifth Section of said Original act of incorporation at the times the said bonds for that Sum shall severally fall due, may thereby be assured, and to secure the annual payment of four per centum upon the principal and seven per centum interest on the loan he may receive from said Bank as Stockholder therein according to the provisions of the thirty first Section of the Original act of incorporation at such times and places as the same may be required, he the said Francis & William Saddler hath offered and agreed to convey by deed of Mortgage to the said Mississippi Union Bank the following described property to wit, The South East quarter of Section number twenty, East half of the half of Section twenty Nine the west half of North west quarter of Section twenty eight - all of Township number Nine of Range three East Saving to themselves Nine acres of Land in the South East quarter of Section number twenty containing in the whole three hundred and Eighty nine acres of Land situate and now being in the County of Madison which said property, the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged, deemed sufficient and at least, for the present equal to the above mentioned number of Shares of the Stock so subscribed as aforesaid which after the recording of these presents shall belong to the said Francis and William Saddler subject however and hereafter if need be to be graduated and reduced, or finally rejected according to the principles embodied in the second and twentysixth sections of the said Original act of incorporation as modified and varied by the eighth Section of the act supplemental thereto approved the fifteenth day of February 1838 whereforo the said Francis and William Saddler doth acknowledge himself debtor to the Mississippi Union Bank in the said Sum of Eleven thousand six hundred and fifty dollars being the amount of the Shares of the Stock of said Bank so subscribed as aforesaid of which he is to be holder, by virtue of these presents the payment of which, in order to secure the payment of the capital and interest of ten Millions five hundred thousand dollars of the Bonds of the State as aforesaid, and of the loan which the said Francis & William Saddler shall or may obtain from the said Bank as aforesaid, at such times and in such proportions, as the said Bank in conformity with said Original act of incorporation may require the

said Francis and William Sadler so specially desirous to secure as aforesaid
Therefore this Indenture made and entered into this twentieth day of April in the
year eighteen hundred and thirty nine by and between Francis & William Sadler
and Ann E Sadler his wife citizens of the State of Mississippi and residing in
the County of Madison aforesaid of the one part - and the said Mississippi Union
Bank created and incorporated by the Legislature of said State of the other part -
Witnesseth that the said Francis & William Sadler and Ann E Sadler have in
for and in consideration of the premises before recited and of the further consideration
of One hundred dollars to in hand paid and to secure the payments aforesaid
do hereby grant bargain sell convey and mortgage and by these presents have granted
bargained sold conveyed and mortgaged, unto the said Mississippi Union
Bank all and singular the above described property, to have and to hold the said
above described property unto the said Mississippi Union Bank, until the bonds
of the State for said sum of ten millions five hundred thousand dollars
issued in conformity with the fifth and thirteenth sections of said original act of
incorporation with the interest thereon, shall be paid off and redeemed by the
said Mississippi Union Bank, and until the said Francis & William Sadler
shall have paid the amount of said bond, executed to the said Mississippi Union
Bank for the amount of said shares, as aforesaid, and also until he shall have
paid the privilege tax which he may have obtained as stock holder, ac-
cording to the provisions of the thirty first section of said original act of incorpo-
ration, unless the said Francis & William Sadler do peremptorily transfer said
stock and be discharged, in the manner and form prescribed by the twenty seven
section of the original act of incorporation, and such section of the act sup-
plementary thereto And upon such payments or transfer and discharge as afore-
said then and thenceforth as well this present Indenture and the estate here-
by granted conveyed and mortgaged as the bond aforesaid shall cease, de ter-
mine and become absolutely null and void, anything herein contained to the
contrary notwithstanding, otherwise to remain in full force and effect in
law and equity forever. And the said Mississippi Union Bank doth hereby
declare, that it accepts the bond of even date herewith and the mortgage
hereby executed and entered into in favor of said Bank and doth further de-
clare, that upon the recording of these presents and upon the production of
a certificate from the Clerk of the Probate Court of the County or Counties within which
the above mentioned property may be situated that the same has been duly re-
corded And that there is no prior deed of conveyance mortgage or other incumbrance
of record thereon and upon the production of a second certificate bearing date at least
three months subsequent to the day of the recording of these presents, that no other mor-
tgage or incumbrance whatever upon said land was recorded or delivered for Record
in the Office of such Clerk and that since the date of the act of recording these
presents, no other Mortgage deed of conveyance incumbrance whatever upon the a-
foresaid property, has been recorded or delivered for Record. And upon the production
of the Certificate of the Clerk of the Circuit Court of the County of the residence of
the said Francis & Wm Sadler that there is no judgment against him or if there be any
stating the amount and that there was none known to him, against those under
whom he claims, at the date of their conveyance to him respectively And upon the pro-
duction also of the affidavit of the said Mortgagor that there is no judgment against
him unsatisfied, entered upon original suit, or by forfeiture of delivery bond or otherwise
in any Bank of the State or of the United States, or if there be any stating its amount
then the said Mortgagor shall be the lawful owner of One hundred and Sixteen
and a half shares subject to be graduated and reduced or injected as aforesaid of the
Stock of the said Mississippi Union Bank, and entitled as such, to all

the rights Faculties advantages and profits to which the Stockholders of the said Bank are entitled according to the true intent and meaning of the said Original Act of incorporation, and of the act Supplemental thereto as aforesaid, It is also hereby expressly understood and agreed, That in case hereafter the right title or titles through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein, or if any claim either by judgment or conveyance, should be successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself to furnish other unincumbered property of sufficient amount, and to execute therefore a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe The said Mortgagor also assuring that if the whole amount of the bond for the said Stock, or any part thereof or the whole amount of the loan he may receive as Stockholder, as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due, and payment thereof be required, according to the true intent and meaning of the said Original act of incorporation and the act Supplemental thereto, then this present Mortgage, and the sums of Money hereby secured, by virtue of the twenty sixth Section of the said Original act of incorporation, shall bear ten per centum interest per Annum after Maturity if not punctually paid, And the said Mississippi Union Bank may and shall have the right to cause the said property, Mortgaged as aforesaid in whose hands soever the same may be found, or a sufficient quantity thereof to be seized and sold, to obtain the payment of any sum or sums of Money which the said Mortgagor may owe, as Stockholder, either on said Stock, or on said privileged loan according to the laws of this State, and to the true intent of the said original act of incorporation upon due public Notice thereof It is also further hereby understood and agreed, and the said Mortgagor doth acknowledge that whenever it shall appear to the Satisfaction of the said Directors that the property, presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid, is not of sufficient value then the said Mississippi Union Bank shall have the right to reject the same And in such case may require other security, or in default thereof, reduce the shares of such defaulter to the amount sufficiently secured. In Testimony whereof the said Francis & William Sadler and Ann E Sadler his wife have hereunto set their hands and seals on this twenty sixth day of April in the year of our Lord, eighteen hundred and thirty Nine

Francis Sadler (L.S.)
William Sadler (L.S.)
Ann E Sadler (L.S.)

State of Mississippi }
Madison County } Personally appeared before me Matthew C Cayce Esquire an acting justice of the Peace of said County within and above named Francis & William Sadler who acknowledged that they signed sealed and delivered the foregoing deed of Mortgage, on the day and year therein mentioned as their act and deed. Given under my hand and seal this the 26th day of April A.D. 1839

M C Cayce J.P.

State of Mississippi Madison County

I Matthew C Cayce an acting Justice of the Peace in and for said County do hereby certify that Mistress Ann E Sadler wife of William Sadler the grantor in the foregoing deed of Mortgage whose name is also signed thereto, this day personally appeared before me, and on a private examination apart from her husband acknowledged that she signed sealed and delivered

the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband. Given under my hand and seal this Twentieth day of April in the year of our Lord One thousand eight hundred and thirty Nine

M C Cayce J P (Seal)

M. G. Calhoun } Received for Record & Record April 22nd 1839
Mutual
Deed

This Indenture made and entered into this 6th day of April in the year of Christ 1839 between Mitchell Calhoun of the first part and George Calhoun of the second part both of the County of Madison and State of Mississippi Witnesseth, Whereas the party of the first part and the party of the second part have heretofore Jointly purchased from John Briscoe and wife the residence on which they now live containing upwards of Fourteen acres, Also upwards of Twenty acres lying East thereof on the opposite side of the road also five acres called the Oglesby lot purchased from Oglesby but conveyed to them by Briscoe & Wife also the lots lying above the Oglesby lot as far as the lot sold by them to McCoy and others on which a livery stable is building Also the land & lots lying between the residence lot and the lots sold to Flournoy) and also Four hundred and Eighty acres or thereabouts from Allen Grastons lying South of Canton & adjoining part of the lands aforesaid, all of which as well as the metes & bounds of each tract will more fully appear by reference to the several Deeds of Briscoe & Wife & Grafton & Wife to them and whereas they Jointly owe the following debts to wit a Note given to Grafton for upwards of Thirteen hundred dollars and are responsible as endorsers of a Note designed to Jno Briscoe for upwards of Twelve hundred Dollars on John H Walker & Doctor Walker & one a Note to John Briscoe for part of the purchase of said lands amounting to Two thousand two hundred and fifty dollars; and they owe O Blenes Five hundred & fifty dollars for part of said lands and they owe Ogles & upwards of Four hundred dollars for part of said land and they owe Hopkins about Six hundred dollars for improvements put on said land, and they owe Dean about Three hundred dollars for Chimneys built to the Kitchen & dwelling House and they owe for lumber & plank, merchandise & to Mechanics about Two thousand dollars and whereas on a settlement it appears that the party of the first part owes the party of the second part about Eleven hundred dollars; And whereas the said parties have for some time practised law as partners & there are divers sums of Money due to them Jointly and whereas the party of the second part hath & doth hereby assign & transfer to the party of the first part Five Thousand and Five hundred dollars of the first monies collected on said Fees and accounts Now in consideration of this transfer, and in consideration that the party of the second part will take upon himself to pay, all the aforesaid debts except the Notes on Walkers, and indemnify & save the party of the first part harmless against that & all the other before named debts, which the party of the second part covenants to do and in consideration that the party of the second part releases the party of the first part from the aforesaid debt due by the latter to the former which he hereby does and for the considerations in addition to those herein specified, the party of the first part hath this day bargained & sold & by these presents doth bargain and sell & convey & confirm to the party of the second part, all the lands aforesaid and lots to wit all his interest right title or claim to the lands conveyed to them by Allen Grafton & Wife aforesaid & Jno Briscoe and Wife aforesaid as well as that which may be hereafter conveyed by Briscoe & Wife to them under contracts already made

also the following Negroes to wit Simon Messiah Dorthula, Tohaver and to Hold said lots of lands and Negroes with all the appurtenances belonging to said Land & lots to him the said George Calhoon and his heirs forever & the party of the first part warrants the title to said lands, lots & Negroes aforesaid against the claim of all persons whatever, And now the party of the second part in addition to the above considerations for the above land & lots and Negroes, doth hereby sell and convey, transfer & confirm unto the party of the first part the house and lot - the house situated in the Town of Brandenburg in the State of Kentucky which was his late residence and which is now occupied by James Rush as his tenant - also the stable lot - conveyed to him by William Fairleigh & wife lying near the house & lot aforesaid, To have and to hold the same to him the party of the first part and his heirs forever. In Testimony whereof the party of the first part & the party of the second part have hereunto set their hands and affixed their seals the day and year first above written

Witness
present

Test
Lewis Brandenburg
Mardison Pegles

McKenew Calhoon (Seal)
George Calhoon (Seal)

The State of Mississippi } Personally appeared before me John H Cameron Clerk
Madison County } of the Probate Court of said County the above named McKenew Calhoon and George Calhoon who severally acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed for the purposes therein specified

Given under my hand and Seal of Office at Canton this 22nd day of April AD 1839
John H Cameron Clerk

(Seal)

Lorenzo Latham & Wife
To } Mortgage
Mississippi Union Bank

Received for Record & Recorded April 22nd 1839
State of Mississippi Madison Bank District
Madison County

Whereas Lorenzo Latham a Citizen of said State residing in the County aforesaid being an owner of real estate situated in the State of Mississippi on the fifth day of October in the year eighteen hundred and thirty eight being within the time prescribed at Jackson in the County of Hinds subscribed for two hundred shares of one hundred dollars each amounting to twenty thousand dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the year eighteen hundred and thirty seven and reapproved on the fifth February, 1838 for which said sum of Twenty thousand dollars the said Lorenzo Latham hath executed his bond or bill single of even date with these presents, payable to the said Mississippi Union Bank And being desirous and disposed according to the provisions of the eighth Section of said Original act of incorporation of said Bank to secure the payment of the said bond, for the stock so subscribed as aforesaid that the payment of the Capital and interest of ten Millions five hundred thousand dollars, of the loan to be obtained by means of the bonds of the State issued in conformity with the fifth Section of said Original Act of incorporation at the times the said bonds for that sum shall severally fall due. May

thereby be assured and to secure the annual payment of four per centum upon the principal and seven per centum interest on the loan he may receive from said Bank, as stockholder therein (according to the provisions of the thirty first section of the original act of incorporation, at such times and places as the same may be required) he the said Lorenzo Latham hath offered and agreed to convey by deed of mortgage to the said Mississippi Union Bank, the following described property to wit- The West half of Section number three The East half of Section number four of Town Ship number Nine of Range Number One East- Lot Number Eight- of Section number thirty three Lots number five Seven and Eight- of Section Number thirty four of Town Ship Number Ten of Range number One East- Containing in all Nine hundred and forty acres of Land situate and now being in the County of Madison which said property, the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged, deemed sufficient, and at least for the present equal to the above mentioned number of shares of the Stock subscribed as aforesaid which after the recording of these presents, shall belong to the said Lorenzo Latham subject however and hereafter if need be to be graduated and reduced or finally rejected according to the principles embodied in the second and twenty sixth sections of the said Original act of incorporation And as modified and varied by the eighth Section of the act supplemental thereto approved the fifteenth day of February 1838 Wherefore the said Lorenzo Latham doth acknowledge himself debtor to the Mississippi Union Bank in the said sum of twenty thousand dollars being the amount of the shares of the Stock of said Bank, subscribed as aforesaid of which he is to be holder, by virtue of these presents the payment of which, in order to secure the payment of the capital and interest of ten millions, five hundred thousand dollars of the bonds of the State as aforesaid and of the loan which the said Lorenzo Latham shall or may obtain, from the said Bank as aforesaid at such times and in such proportions as the said Bank in conformity with said Original act of incorporation may require the said Lorenzo Latham is specially desirous to secure as aforesaid, Therefore this Indenture made and entered into this 22d day of April in the year eighteen hundred and thirty nine by and between Lorenzo Latham and Louisa J Latham his wife citizens of the State of Mississippi and residing in the county of Madison aforesaid of the One part and the Mississippi Union Bank, created and incorporated by the Legislature of said State, of the other part- Witnesseth that the said Lorenzo Latham and Louisa J Latham his wife for and in consideration of the premises before recited, and of the further consideration of One hundred dollars to them in hand paid, and to secure the payments aforesaid do hereby grant bargain, sell convey and mortgage, and by these presents have granted bargained sold conveyed and mortgaged, unto the said Mississippi Union Bank, all and singular, the above described property, To have and to hold the said above described property unto the said Mississippi Union Bank until the bonds of the State for said sum of ten millions five hundred thousand dollars issued in conformity with the fifth and thirteenth sections of said Original act of incorporation, with the interest thereon shall be paid off and redeemed by the said Mississippi Union Bank, and until the said Lorenzo Latham shall have paid the amount of said bonds, executed to the said Mississippi Union Bank for the amount of said shares as aforesaid and also until he shall have paid the privileged loan which he may have obtained as stockholder, according to the provisions of the thirty first section of said Original act of incorporation unless the said Lorenzo Latham do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty ninth section of the original act of incorporation and sixth section of the act supplemental thereto And upon such payments aforesaid

fer and discharge as aforesaid, then and thenceforth, as well this present Indenture, and the estate hereby granted, conveyed and Mortgaged, as the bond aforesaid shall cease determine and become absolutely null and void Anything herein contained to the contrary notwithstanding, otherwise to remain in full force and effect in law and equity forever, And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank, and doth further declare that upon the recording of these presents and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties within which the above mentioned property may be situated that the same has been duly recorded, and that there is no prior deed of conveyance Mortgage or other incumbrance of Record thereon And upon the production of a Second Certificate bearing date at least three Months subsequent to the day of the recording of these presents that no other Mortgage or incumbrance whatever upon said land was recorded or delivered for Record in the Office of such Clerk and that since the date of the act of recording these presents no other Mortgage deed of conveyance or incumbrance whatever upon the aforesaid property has been recorded or delivered for Record And upon the production of the Certificate of the Clerk of the Circuit Court of the County of the residence of the said Lorenzo Latham that there is no judgment against him or if there be any, stating the amount) and that there was none known to him against those under whom he claims at the date of their conveyance to him respectively And upon the production also of the affidavit of the said Mortgagor, that there is no judgment against him unsatisfied, either upon original suit or by forfeiture of delivery bond or otherwise, in any Court of the State or of the United States (or if there be any stating its amount) then the said Mortgagor shall be the lawful owner of two hundred shares (subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights facilities advantages and profits to which the Stockholders of the said Bank are entitled according to the true intent and meaning of the said Original act of incorporation and of the act Supplemental thereto as aforesaid. It is also hereby expressly understood and agreed that in case hereafter the right title or titles through which the present Mortgagor derives the above described property shoulds be deemed insufficient on account of some defect therein, or if any claim, either of judgment or conveyance should be successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself, to furnish other unincumbered property of sufficient amount and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank, within such reasonable time as the said Board of Directors may prescribe. The said Mortgagor also agreeing that if the whole amount of the bond for the said Stock or any part thereof, or the whole amount of the loan he may receive as Stockholder as aforesaid or any part thereof, shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required, according to the true intent and meaning of the said Original act of incorporation and the act Supplemental thereto then this present Mortgage, and the sums of Money hereby secured, by virtue of the twenty-sixth section of the said Original act of incorporation shall bear ten per centum interest per annum after maturity if not punctually paid and the said Mississippi Union Bank may and shall have the right to cause the said

property Mortgaged as aforesaid in whose hands soever, the same may be found or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of money which the said Mortgagor may owe as Stockholder either on said Stock or on said privileged loan according to the laws of this State and to the true intent of the said original act of incorporation upon due public notice thereof. This also further hereby understood and agreed, and the said Mortgagor does acknowledge that whenever it shall appear to the satisfaction of the said Directors that the property presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid is not of sufficient value then the said Mississippi Union Bank shall have the right to reject the same and in such case may require other security or in default thereof reduce the shares of such defaulter to the amount sufficiently secured. In Testimony whereof the said Lorenzo Latham and Louisa P. Latham his wife have hereunto set their hands and seals on this twenty second day of April in the year of our Lord eighteen hundred and thirty nine

L. Latham (S.S.)
Louisa P. Latham (S.S.)

State of Mississippi }
Madison County } Personally appeared before me Thos Shackleford Judge of Probate in and for said County the within or above named Lorenzo Latham who acknowledged that he signed, sealed and delivered the foregoing deed of mortgage on the day and year therein mentioned as his act and deed. Given under my hand and seal of office this 22nd day of April A.D. 1839

Thos Shackleford
Judge of Probate

State of Mississippi }
Madison County } I Thomas Shackleford Judge of Probate in and for said County do hereby certify that Mistress Louisa P. Latham wife of the grantor, in the foregoing deed of mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband. Given under my hand and seal of office this 22nd day of April in the year of our Lord One thousand eight hundred and thirty Nine

Thos Shackleford
Judge of Probate

(9)

Henry L. Douglass
To }
Mortgage
Mississippi Union Bank

Received for Record April 22d 1839 Recorded April 23 1839
State of Mississippi } Northern Bank District
Madison County }

Whereas Henry L. Douglass a citizen of said State residing in the County aforesaid being an owner of real estate situated in the State of Mississippi on the 28th day of August in the year eighteen hundred and thirty Eight (being within the time prescribed at Canton in the County of Madison subscribed for one Hundred Eighty Nine Shares of One hundred dollars each amounting to Eighteen Thousand Nine Hundred dollars of the Stock of the Mississippi Union Bank, created and incorporated by an act of the Legislature of said State approved on the twenty first day of January, in the year Eighteen hundred and thirty Seven and reapproved on the fifth February, 1838, for which said sum of Eighteen Thousand Nine Hundred dollars the said Henry L. Douglass hath executed his bond or bill single of even date with these presents, payable to the said Mississippi Union Bank

and being desirous and disposed according to the provisions of the eighth section of said Original act of incorporation of said Bank to secure the payment of the said bond, for the Stock so subscribed as aforesaid that the payment of the Capital and interest of ten Millions, five hundred thousand dollars of the loan to be obtained by means of the bonds of the State, issued in conformity with the fifth Section of said Original act of incorporation at the times the said bonds for that sum shall severally fall due, may thereby be assured And to secure the annual payment of four per centum upon the principal and Seven per centum interest on the loan he may receive from said Bank, as stockholder therein according to the provisions of the thirty first Section of the Original act of incorporation at such times and places as the same may be required, he the said Henry L. Douglass hath offered and agreed to convey, by deed of Mortgage to the said Mississippi Union Bank the following described property, to wit, the west half of the South West quarter of Section Number Thirty Two in Township Number Nine of Range Number Four East, the South East quarter of Section Number Thirty one in same Township and Range; the East half of the North West quarter less Ten acres off the South West corner, of Section Number Six in same Township and Range the North East quarter of same Section Township and Range the West half of the South East quarter of same Section Township and Range, the North half of the East half of the South East quarter of same Section, Township and Range the North East quarter of the South West quarter of same Section Township and Range And the west half of the North West quarter of Section Number Five in Township Number Eight of same Range containing together Seven Hundred and Ten acres of Land together with the following named Slaves for life to wit Ansell aged Twenty Six, Dick aged Eleven Samuel aged Four Hanz aged Twenty One Matilda aged Twenty Sarah aged Sixteen Lucretia aged Eighteen Emeline aged Twelve Lenie aged Twenty three years and Harriet aged One year Situate and now being in the County of Madison which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged, deemed sufficient, and at least, for the present equal to the above mentioned number of Shares of the Stock so subscribed as aforesaid which after the recording of these presents shall belong to the said Henry L. Douglass subject however and hereafter if need be, to be graduated and reduced ofrinally regulated according to the principles embodied in the second and twenty sixth Sections of the said Original act of incorporation and as modified and varied by the eighth section of the act supplemental thereto approved the fifteenth day of February 1838. Wherefore the said Henry L Douglass doth acknowledge himself debtor to the Mississippi Union Bank in the said sum of Eighteen thousand Nine Hundred dollars being the amount of the shares of the Stock of said Bank so subscribed as aforesaid of which he is the holder by virtue of these presents the payment of which, in order to secure the payment of the capital and interest of ten Millions five hundred thousand dollars of the bonds of the State as aforesaid, and of the loan which the said Henry L Douglass shall or may obtain from the said Bank as aforesaid, at such times and in such proportions, as the said Bank in conformity with said Original act of incorporation, may require the said Henry L Douglass is specially desirous to secure as aforesaid, Therefore this Indenture made and entered into this Nineteenth day of April in the year eighteen hundred and thirty Nine by and between the said Henry L Douglass and May B Douglass his wife citizens of the State of Mississippi and residing in the County of Madison aforesaid of the one part and the Mississippi Union

Bank created and incorporated by the Legislature of said State, of the other part, Witnesseth that the said Henry L Douglass and Mary B Douglass his wife for and in consideration of the premises before recited, and of the further consideration of One hundred dollars to them in hand paid and to secure the payments, aforesaid do hereby grant bargain sell convey and Mortgage and by these presents have granted bargained sold conveyed and Mortgaged unto the said Mississippi Union Bank all and singular, the above described property with the future increase of the said Female Slaves, To have and to hold the said above described property unto the said Mississippi Union Bank, until the bonds of the State for the said sum of ten Millions five hundred thousand, dollars issued in conformity with the fifth and thirtieth sections of said original act of incorporation, with the interest thereon shall be paid off and redeemed by the said Mississippi Union Bank and until the said Henry L Douglass shall have paid the amount of said bond, executed to the said Mississippi Union Bank, for the amount of said shares as aforesaid and also until he shall have paid the privileges to an which he may have claimed as stockholder, according to the provisions of the thirty first section of said original act of incorporation, unless the said Henry L Douglass do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty ninth section of the original act of incorporation, and sixth section of the act supplementary thereto And upon such payments or transfer and discharge as aforesaid then and thenceforth as well this present Indenture and the state hereby granted conveyed and Mortgaged as the bond, aforesaid shall cease, determine and become absolutely null and void, anything herein contained to the contrary notwithstanding otherwise to remain in full force and effect in law and equity forever, And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank and doth further declare that upon the recording of these presents, and upon the production of a certificate from the Clerk of the Probate Court of the County or Counties within which the above mentioned property may be situated, that the same has been duly recorded and that there is no prior deed of conveyance Mortgage, or other encumbrance of Record thereon And upon the production of a second Certificate bearing date at least three months subsequent to the day of the recording of these presents, that no other Mortgage or encumbrance, whatever upon said land was recorded or delivered for Record, in the Office of said Clerk and that since the date of the act of recording these presents no other Mortgage deed of conveyance, or encumbrance whatever, upon the aforesaid property has been recorded or delivered for Record and upon the production of the Certificate of the Clerk of the Circuit Court of the County of the residence of the said Henry L Douglass that there is no judgment against him, or if there be any stating the amount and that there was none known to him, against those under whom he claims, at the date of their conveyance to him respectively And upon the production also of the affidavit of the said Mortgagor, that there is no judgment against him unsatisfied either upon original suit or by forfeiture of delivery bond or otherwise in any Court of the State or of the United States (or if there be any stating its amount) then the said Mortgagor shall be the lawful owner of One Hundred Eighty Nine Shares subject to be graduated and reduced or rejected as aforesaid of the Stock of the said Mississippi Union Bank and entitled as such to all the rights facilities advantages and profits to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said Original act of incorporation, and of the act supplementary thereto as aforesaid

This property in the original Mortgage has been released by the Mississippi Union Bank by deed of this date. See do. H. Pages 610 & 611.

It is also hereby expressly understood and agreed, that in case hereafter, the right-title or titles, through which the present Mortgagor derives the above described property, shall be deemed insufficient on account of some defect therein, or if any claim either by judgment or conveyance shall be successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself, to furnish other unincumbered property of sufficient amount and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe, The said Mortgagor also agreeing that if the whole amount of the bond, for the said Stock or any part thereof or the whole amount of the loan he may receive as Stock holder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said Original act of incorporation, and the act supplementary thereto then the present Mortgage and the sums of money hereby secured by virtue of the twenty sixth Section of the said Original act of incorporation shall bear ten per centum interest per Annum after Maturity, if not punctually paid, And the said Mississippi Union Bank, may and shall have the right to cause the said property, Mortgaged as aforesaid in whose hands soever the same may be found, or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of money which the said Mortgagor may owe as Stock holder, either on said Stock or on said privileged loan according to the laws of this State and to the true intent of the said Original act of incorporation, upon due public Notice thereof, It is also further hereby understood and agreed, and the said Mortgagor doth acknowledge that whenever it shall appear to the satisfaction of the said Directors that the property presently and hereby Mortgaged to secure the amount of stock allotted to said Mortgagor, as aforesaid, is not of sufficient value then the said Mississippi Union Bank shall have the right to reject the same and in such case may require other security, or in default thereof reduce the shares of such defaulter to the amount sufficiently secured, In Testimony whereof the said Henry L Douglass and Mary B Douglass his wife have hereunto set their hands and seals on this Nineteenth day of April in the year of our Lord eighteen hundred and thirty Nine

Henry L Douglass (Ls)
Mary B. Douglass (Ls)

State of Mississippi }
Madison County } Personally appeared before me Tho O'McDonald Esquire an acting Justice of the Peace the within or above named Henry L Douglass who acknowledged that he signed sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as his act and deed

Given under my hand and a private seal this Nineteenth day of April AD 1839

Tho. O'McDonald JP (Ls)

State of Mississippi }
Madison County } I Tho O'McDonald an acting Justice of the Peace in and for said County do hereby certify that Mrs Mary B Douglass wife of the grantor in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband. Given under my hand and private seal this Nineteenth day of April in the year of our Lord one thousand eight hundred and thirty nine

Tho O'McDonald (Ls)

on account of some defect therein or if any claim either by judgment or conveyance should be successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself to furnish other unincumbered property of sufficient amount and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe, The said Mortgagor also agreeing that if the whole amount of the bond, for the said Stock or any part thereof or the whole amount of the loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said Original act of incorporation, and the act supplemental thereto then this present Mortgage and the sums of money hereby secured by or the of the twenty sixth section of the said Original act of incorporation shall bear ten percentum interest per annum after maturity if not punctually paid, and the said Mississippi Union Bank may and shall have the right to seize the said property mortgaged as aforesaid, in whose hands soever the same may be found, or so sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of money which the said Mortgagor may owe as Stockholder either on said Stock or on said promissory loan according to the laws of this State, and to the true intent of the said Original act of incorporation upon due public notice thereof. It is also further hereunderstood and agreed and the said Mortgagor doth acknowledge that whenever it shall appear to the satisfaction of the said Directors that the property pledged and hereby mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid is not of sufficient value then the said Mississippi Union Bank shall have the right to reject the same and in such case may require other security or in default thereof reduce the shares of such defaulter to the amount sufficiently secured —

In Testimony whereof the said Jack E Christopher — and

— this wife has hereunto set his hand and seal on this twenty second day of April — in the year of our Lord eighteen hundred and thirty nine

State of Mississippi } Jack E. Christopher (L.S.)
Madison County } Personally appeared before me John Harmon Clerk of ~~Court~~ the Probate Court of said County the within or above named Jack E Christopher who acknowledged that he signed, sealed and delivered the foregoing deed of mortgage on the day and year therein mentioned as his act and deed

Given under my hand and seal of office at Canton this 22nd day of April 1839
John Harmon Clerk

Thomas G. Melton } Mortgage
To } Mississippi Union Bank

Rec'd for Record April 22nd 1839 } State of Mississippi } Madison County } Mochubba District
Recorded April 24th 1839

Whereas Thomas G Melton a citizen of said State residing in the County aforesaid (being an owner of real estate, situated in the State of Mississippi) on the 26th day of September in the year eighteen hundred and thirty eight (being within the time prescribed at Jackson in the County of Hinds subscribed for one hundred and sixty shares of one hundred dollars each amounting to Sixteen Thousand dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the year Eighteen hundred and thirty seven and reapproved on the fifth February 1838 for which said sum of Sixteen thousand dollars the said Thomas G Melton hath executed his bond or bill single of even date with these presents

payable to the said Mississippi Union Bank and being desirous and disposed according to the provisions of the eighth Section of said Original act of incorporation of said Bank to secure the payment of the said bonds for the Stock to subscribed as aforesaid that the payment of the capital and interest of ten millions five hundred thousand dollars of the loan to be obtained by means of the bonds of the State issued in conformity with the fifth Section of said Original act of incorporation, at the times the said bonds for that sum shall severally fall due, may thereby be assured and to secure the annual payment of four per centum upon the principal and seven per centum interest on the loan he may receive from said Bank as stockholder therein according to the provisions of the thirteenth Section of the Original act of incorporation at such times and places as the same may be required, he the said Thomas G Melton has offered and agreed to convey, by deed of Mortgage to the said Mississippi Union Bank the following described property to wit West half and North half of the East half South West quarter Section Eighteen South West quarter Section Nineteen West half North West quarter Section Thirty Township Nine Range five East South East fourth Section Twenty West half of the South half of the East half of North East quarter South half North West quarter West half and North half of the East half South East quarter Section Twenty four Township Nine Range four East containing seven hundred and forty acres situate and now being in the County of Madison which said property, the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed sufficient and attached for the present equal to the above mentioned number of shares of the stock to subscribed as aforesaid, which after the recording of these presents shall belong to the said Thomas G Melton subject however and hereafter if need be to be graduated and reduced or finally rejected according to the principles embodied in the second and twenty first Sections of the said Original act of incorporation and as modified and varied by the eighth Section of the act supplementary thereto approved the fifteenth day of February 1838. Wherefore the said Thomas G Melton does acknowledge himself debtor to the Mississippi Union Bank in the sum of Sixteen Thousand dollars being the amount of the shares of the stock of said Bank to subscribed as aforesaid of which he is to be holder, by virtue of these presents, the payment of which, in order to secure the payment of the capital and interest of ten millions five hundred thousand dollars of the bonds of the State as aforesaid, and of the loan which the said Thomas G Melton shall or may obtain from the said Bank as aforesaid, at such times and in such proportions as the said Bank, in conformity with said Original act of incorporation, may require the said Thomas G Melton is specially desirous to secure as aforesaid Wherefore this Indenture made and entered into this Twenty second day of April in the year eighteen hundred and Thirty Nine by and between the said Thomas G Melton and Martha Melton his wife, citizens of the State of Mississippi and residing in the County of Madison aforesaid of the One part, and the Mississippi Union Bank created and incorporated by the Legislature of said State of the other part Witnesseth, that the said Thomas G Melton and Martha Melton his wife for and in consideration of the premises, before recited and of the further consideration of One hundred dollars to them in hand paid, and to secure the payments, aforesaid they hereby grant bargain sell, convey and Mortgage and by these presents have granted bargained sold conveyed and Mortgaged, unto the said Mississippi Union Bank all and singular, the above described property, To have and to hold the said above described property unto the said Mississippi Union Bank

Jack E Carstaphen } Rec for Record April 22nd } Recorded April 24th 1839
To } Mortgage } State of Mississippi }
Mississippi Union Bank } Madison County } Mocker Bank District

Whereas Jack E Carstaphen a citizen of said State residing in the county aforesaid being an owner of real estate, situated in the State of Mississippi on the 21st day of August in the year eighteen hundred and thirty eight, being within the time prescribed at Canton in the county of Madison subscribed for Twenty Six Shares of one hundred dollars each, amounting to Twenty six Hundred dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of said State, approved on the twenty first day of January in the year eighteen hundred and thirty seven and reapproved on the fifth February 1838 for which said Sum of Twenty Six Hundred dollars the said Jack E Carstaphen hath executed his bond or obligatory of even date with these presents, payable to the said Mississippi Union Bank and being desirous and disposed according to the provisions of the eighth Section of said Original act of incorporation of said Bank to secure the payment of the said bond, for the Stock so subscribed as aforesaid that the payment of the Capital and interest of ten Millions five hundred thousand dollars, of the loan to be obtained by means of the bonds of the State issued in conformity with the fifth Section of said Original act of incorporation at the times the said bonds for that Sum shall severally fall due may thereby be secured and to secure the annual payment of four per centum upon the principal and seven per centum interest on the loan he may receive from said Bank, as Stockholder therein according to the provisions of the thirty first Section of the Original act of incorporation, at such times and places as the same may be required by the said Jack E Carstaphen hath offered and agreed to convey by deed of Mortgage to the said Mississippi Union Bank the following described property to wit The West half of the South East quarter of Section Number Nine in Township Number Eleven of Range Number Three East the East half of the South West quarter of same Section Township and Range and the South half of the west half of South West quarter of same Section Township and Range containing together Two Hundred acres of Land situate and now being in the county of Madison which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed sufficient and at least for the present equal to the above mentioned number of shares of the Stock so subscribed as aforesaid, which after the recording of these presents shall belong to the said Jack E Carstaphen subject however and hereafter if need be to be graduated and reduced or finally rejected according to the principles embodied in the second and twenty sixth sections of the said Original act of incorporation and as modified and varied by the eighth section of the act supplemental thereto approved the fifteenth day of February 1838, Wherefore the said Jack E Carstaphen doth acknowledge himself debtor to the Mississippi Union Bank in the said sum of Twenty Six Hundred dollars being the amount of the shares of the Stock of said Bank so subscribed as aforesaid of which he is debtor holder by virtue of these presents, the payment of which (in order to secure the payment of the capital and interest of ten Millions, five hundred thousand dollars of the bonds of the State as aforesaid, and of the loan which the said Jack E Carstaphen shall or may obtain from the said Bank as aforesaid, at such times and in such proportions, as the said Bank in conformity with said Original act of incorporation may require the said Jack E Carstaphen is specially desirous to secure as aforesaid Therefore this Indenture made and entered into this twenty seventh day of April in the year Eighteen hundred and thirty Nine by and between the said Jack E Carstaphen and _____ his wife citizens of the State of Mississippi and residing in the county of Madison aforesaid, of the one part, and the Mississippi Union Bank, created and incorporated by the Legislature of said State of the other part

Witnesseth that the said Jack Elanstephen and his wife, for and in consideration of the premises, before recited, and of the further consideration of One hundred dollars to him in hand paid and to secure the payments aforesaid does hereby grant bargain sell, convey and Mortgage and by these presents has granted bargained, sold conveyed and Mortgaged unto the said Mississippi Union Bank all and singular the above described property, To have and to hold the said above described property, unto the said Mississippi Union Bank — until the bonds of the State for said sum of Ten Millions five hundred thousand dollars, issued in conformity with the fifth and thirteenth Sections of said Original act of incorporation with the interest thereon shall be paid off and redeemed by the said Mississippi Union Bank and until the said Jack Elanstephen shall have paid the amount of said bond, executed to the said Mississippi Union Bank for the amount of said Shares, as aforesaid, and also until he shall have paid the privileged loan, which he may have obtained as stock holder according to the provisions of the thirty first Section of said Original act of incorporation, unless the said Jack Elanstephen do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty Ninth Section of the Original act of incorporation and Such Section of the act Supplemental thereto, And upon Such payments, or transfer and discharge as aforesaid, then and thenceforth, as well this present Indenture and the estate hereby granted, conveyed and Mortgaged, as the bond aforesaid shall cease, determine, and become absolutely null and Void anything herein contained to the contrary, notwithstanding Otherwise to remain in full force and effect in law and equity forever, And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank and doth further declare, that upon the recording of these presents and upon the production of a certificate from the Clerk of the Probate Court of the County or Counties, within which the above mentioned property may be situated, that the same has been duly recorded and that there is no prior deed of conveyance mortgage or other incumbrance of record thereon, And upon the production of a second certificate bearing date at least three months, subsequent to the day of the recording of these presents, that no other Mortgage or incumbrance, whatever upon said lands, was recorded or delivered for Record, in the Office of Such Clerk, and that since the date of the act of recording these presents no other Mortgage deed of conveyance, or incumbrance whatever upon the aforesaid property, has been recorded or delivered for Record And upon the production of the certificate of the Clerk of the Circuit Court of the County of the residence of the said Jack Elanstephen that there is no judgment against him (or if there be any stating the amount) and that there was none known to him, against those under whom he claims, at the date of their conveyance to him respectively And upon the production also of the affidavit of the said Mortgagor, that there is no judgment against him unsatisfied either upon Original suit, or by forfeiture of delivery bond or otherwise in any Court of the State or of the United States (or if there be any stating its amount) then the said Mortgagor, shall be the lawful owner of Twenty Six Shares (Subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights, facilities advantages and profits, to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said Original act of incorporation, and of the act Supplemental thereto as aforesaid. It is also hereby expressly understood & agreed, that, in case hereafter the right, title or titles through which the present Mortgagor derives the above described property, should be deemed insufficient

until the bonds of the State for said sum of two millions five hundred thousand dollars issued in conformity with the fifth and twentieth sections of said Original act of incorporation with the interest thereon shall be paid off and redeemed by the said Mississippi Union Bank and until the said Thomas G Melton shall have paid the amount of said bond executed to the said Mississippi Union Bank for the amount of said shares as aforesaid, and also until he shall have paid the privileged loan which he may have obtained as stockholder, according to the provisions of the thirty first section of said Original act of incorporation, unless the said Thomas G Melton do previously transfer said stock and be discharged in the manner and form prescribed by the twenty ninth section of the Original act of incorporation, and sixth section of the act supplemental thereto, And upon such payments or transfer and discharge, as aforesaid then and thenceforth as well this present Indenture and the estate hereby granted, conveyed and mortgaged, as the bond aforesaid shall cease determine and become absolutely null and void anything herein contained to the contrary, notwithstanding otherwise to remain in full force and effect in law and equity forever, And the said Mississippi Union Bank, doth hereby declare that it accepts the bond of even date herewith and the mortgage herein executed and entered into in favor of said Bank and doth further declare, that upon the recording of these presents, and upon the production of a certificate from the Clerk of the Probate Court of the County or Counties within which the above mentioned property may be situated that the same has been duly recorded, and that there is no prior deed of conveyance mortgage or other encumbrance of record thereon And upon the production of a second certificate, bearing date at least three months subsequent to the day of the recording of these presents that no other mortgage or encumbrance whatever upon said land, was recorded or delivered for Record in the Office of such Clerk, and that since the date of the act of recording these presents no other mortgage, deed of conveyance, or encumbrance whatever upon the aforesaid property, has been recorded or delivered for Record and upon the production of the certificate of the Clerk of the Circuit Court of the County of the residence of the said Thomas G Melton that there is no judgment against them (or if there be any stating the amount) and that there was none known to him against those under whom he claims, at the date of their conveyance to him respectively and upon the production also of the affidavit of the said Mortgagor, that there is no judgment against him unsatisfied either upon original suit or by forfeiture of delivery bond or otherwise, in any court of the State, or of the United States (or if there be any stating its amount) then the said Mortgagor, shall be the lawful owner of One hundred and Sixty Shares (subject to be graduated and reduced or rejected as aforesaid) of the stock of the said Mississippi Union Bank and entitled as such to all the rights, facilities advantages and profits to which the Stockholders of the said Bank are entitled according to the true intent and meaning of the said Original act of incorporation, and of the act supplementary thereto as aforesaid It is also hereby expressly understood and agreed, that in case hereafter the right title or titles, through which the present Mortgagor derives the above described property, should be deemed insufficient on account of some defect therein or if any claim either by judgment or conveyance, should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish other uninCumbered property of sufficient amount and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe, The said Mortgagor also agreeing that if the whole amount of the bond for the said stock or any part thereof or the whole amount of the loan he may receive as stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively

become due and payment thereof be required according to the true intent and meaning of the said Original act of incorporation, and the act Supplementary thereto then this present Mortgage, and the Sums of Money hereby secured by virtue of the twenty sixth Section of the said Original act of incorporation shall bear ten per centum interest per annum after maturity if not punctually paid and the said Mississippi Union Bank may and shall have, the right to cause the said property Mortgaged as aforesaid in whose hands soever, the same may be found or a sufficient guaranty thereof to be seized and sold to obtain the payment of any sum or sums of money which the said Mortgagor may owe as Stock holder, either on said Stock or on said mortgaged loan according to the laws of this State and to the true intent of the said Original act of incorporation upon due public Notice thereof. It is also further hereby understood and agreed, and the said Mortgagor doth acknowledge, that whenever it shall appear to the Satisfaction of the said Directors that the property presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as afore said, is not of sufficient value, then the said Mississippi Union Bank shall have the right to reject the same, and in such case may require other security or in default thereof, reduce the shares of such defaulter to the amount sufficiently secured. In Testimony whereof the said Thomas G Melton and Martha Melton his wife have hereunto set their hands and seals on this Twenty second day of April in the year of our Lord eighteen hundred and thirty Nine

Tho. G. Melton (L.S.)
Martha Melton (L.S.)

State of Mississippi }
Madison County } Personally appeared before me Thomas McDonald Esquire the within & above named Thomas G Melton who acknowledged that he signed sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned, as his act and deed. Given under my hand and seal this 22nd day of April AD 1839

Thomas McDonald JP (L.S.)

State of Mississippi }
Madison County } I Thos O McDonald an acting Justice of the Peace in and for said County aforesaid do hereby certify that Mistress Martha Melton wife of the grantor in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband

Given under my hand and seal this Twenty second day of April in the year of our Lord One thousand eight hundred & thirty Nine

Thos O McDonald JP (L.S.)

Robert G Anderson Jr
To }
Mortgage
Mississippi Union Bank }

Rec'd at Record April 23rd Recorded April 24th 1839
State of Mississippi }
Madison County }

Whereas Robert G Anderson Junr a Citizen of said State residing in the County aforesaid (being an owner of real estate situated in the State of Mississippi) on the 21st day of August in the year eighteen hundred and thirty Nine (being within the time prescribed at Canton in the County of Madison Subscribed for One hundred & Eight four Shares of one

hundred dollars each amounting to Eighteen Thousand four hundred dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the year eighteen hundred and thirty seven and reapproved on the fifth February 1838 for which said sum of Eighteen thousand four hundred dollars the said Robert G. Anderson Junr. hath executed his bond or bond single of even date with these presents payable to the said Mississippi Union Bank and being desirous and disposed according to the provisions of the eighth section of said original act of incorporation of said Bank to secure the payment of the said bond for the Stock so subscribed as aforesaid that the payment of the capital and interest of ten Millions five hundred thousand dollars of the loan to be obtained by means of the bonds of the State issued in conformity with the fifth section of said Original act of incorporation at the times the said bonds for that sums shall severally fall due may thereby be assured And to secure the annual payment of four per centum upon the principal and seven per centum interest on the loan he may receive from said Bank as Stock holder therein according to the provisions of the thirty first section of the Original act of incorporation at such times and places as the same may be required, he the said Robert G. Anderson Junr. hath offered and agreed to convey by deed of mortgage to the said Mississippi Union Bank the following described property to wit The West half of the North East quarter, The East half of the North West quarter West half of South East quarter, South half of East half of South West quarter North half of East half of South West quarter The South half of West half of North West quarter; the west half of the South West quarter of Section Number twenty Nine and the East half of South East quarter and West half of South East quarter of Section Number Thirty all in Township Number Nine of Range ~~Number~~ Three East Containing Five hundred and Ninety Nine acres and 25/100 of an acre of land situate and now being in the County of Madison which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed sufficient and at least for the present equal to the above mentioned number of shares of the Stock so subscribed as aforesaid which after the recording of these presents shall belong to the said Robert G. Anderson Junr. Subject however and hereafter if need be to be graduated and reduced or finally rejected according to the principles embodied in the second and twenty sixth sections of the said Original act of incorporation and as modified and varied by the eighth section of the act supplemental thereto approved the fifteenth day of February 1838 Wherefore the said Robert G. Anderson doth acknowledge himself to be held to the Mississippi Union Bank, in the said sum of Eighteen thousand four hundred dollars being the amount of the shares of the Stock of said Bank so subscribed as aforesaid, of which he is the holder, by virtue of these presents the payment of which, in order to secure the payment of the capital and interest of ten Millions five hundred thousand dollars of the bonds of the State as aforesaid, and of the loan which the said Robert G. Anderson Junr. shall or may obtain from the said Bank as aforesaid at such times and in such proportions, as the said Bank in conformity with said Original act of incorporation, may require the said Robert G. Anderson Junr. is specially desirous to secure, as aforesaid, Therefore this Indenture made and entered into this twenty second day of April in the year eighteen hundred and thirty Nine by and between Robert G. Anderson Junr. and Ann P. Anderson his wife, citizens of the State of Mississippi and residing in the county of Madison aforesaid, of the one part, and the Mississippi Union Bank, created and incorporated, by the Legislature of said State, of the other part, Witnesseth that the said Robert G. Anderson Junr. and Ann P. Anderson his wife for and in consideration of the premises, before recited, and of the further consideration of one hundred dollars to them in hand paid, and to secure the payments aforesaid do hereby grant bargain

sell convey and Mortgage and by these presents have granted bargained sold, conveyed and Mortgaged unto the said Mississippi Union Bank all and singular the above described property To have and to hold the said above described property unto the said Mississippi Union Bank until the bonds of the State for said sum of ten Millions five hundred Thousand dollars, issued in conformity with the fifth and thirteenth sections of said Original act of incorporation with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank and until the said Robert G Anderson Junr. shall have paid the amount of said bond, executed to the said Mississippi Union Bank, for the amount of said shares, as aforesaid, and accounted he shall have paid the privileged loan, which he may have obtained as Stockholder, according to the provisions of the thirty first section of said Original act of incorporation unless the said Robert G. Anderson Junr. do previously transfer said stock and be discharged in the manner and form prescribed by the twenty ninth section of the Original act of incorporation and such section of the act supplemental thereto, And upon such payments or transfer and discharges as aforesaid, then and thenceforth, as well this present Indenture, and the estate hereby granted conveyed and mortgaged, as the bond, aforesaid shall cease determine and become absolutely null and void anything herein contained to the contrary notwithstanding, otherwise to remain in full force and effect in law and equity forever, And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith, and the mortgage hereby executed and entered into in favor of said Bank and doth further declare that upon the recording of these presents and upon the production of a certificate from the Clerk of the Probate Court of the County or Counties, within which the above mentioned property may be situated that the same has been duly recorded, and that there is no prior deed of conveyance, mortgage or other encumbrance of record thereon And upon the production of a second certificate, bearing date at least three months subsequent to the day of the recording of these presents, that no other mortgage or encumbrance whatever upon said land, was recorded or delivered for record in the Office of such Clerk, and that since the date of the act of recording these presents no other mortgage deed of conveyance or encumbrance whatever upon the aforesaid property, has been recorded or delivered for Record; and upon the production of the certificate of the Clerk of the Circuit Court of the County of the residence of the said Robert G Anderson Junr. that there is no judgment against him or if there be any stating the amount and that there was none known to him against those under whom he claims, at the date of their conveyance to him respectively And upon the production also of the affidavit of the said Mortgagor that there is no judgment against him unsatisfied either upon original suit or by forfeiture of delivery bonds or otherwise in any Court of the State or of the United States (or if there be any stating its amount) then the said Mortgagor, shall be the lawful owner of One hundred and Eighty four Shares (subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such, to all the rights, faculties advantages and profits, to which the Stockholders of the said Bank are entitled according to the true intent and meaning of the said Original act of incorporation, and of the act supplemental thereto as aforesaid, It is also hereby expressly understood and agreed that in case hereafter the right title or titles through which the present mortgagor derives the above described property should be deemed insufficient, on account of some defect therein, or if any claim either by judgment or conveyance should be successfully asserted thereto, then the present mortgagor shall be bound, as he doth hereby bind himself to furnish other unincumbered property, of sufficient amount and to execute thereon a mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank

within such reasonable time as the said Board of Directors may prescribe, the said Mortgagor also agreeing that if the whole amount of the bond for the said Stock or any part thereof, or the whole amount of the loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said Original act of incorporation, and the act supplementary thereto then this present Mortgage, and the sums of money hereby secured by virtue of the twenty sixth Section of the said Original act of incorporation, shall bear ten per centum interest per annum, after maturity, if not punctually paid, and the said Mississippi Union Bank may and shall have the right to cause the said property mortgaged as aforesaid in whose hands soever, the same may be found or a sufficient quantity thereof, to be seized and sold, to obtain the payment of any sum or sums of money which the said Mortgagor may owe as Stockholder either on said Stock, or on said pledged loan according to the laws of this State and to the true intent of the said Original act of incorporation, upon due public notice thereof. It is also further hereby understood and agreed, and the said Mortgagor does acknowledge that whenever it shall appear to the satisfaction of the said Directors that the property, presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid is not of sufficient value then the said Mississippi Union Bank shall have the right to reject the same, and in such case may require other security in default thereof reduce the shares of such defaulter to the amount sufficiently secured. In Testimony whereof the said Robert G. Anderson Senr. and Ann P. Anderson his wife have hereunto set their hands and seals on this twenty second day of April in the year of our Lord, eighteen hundred and thirty Nine

R. G. Anderson Sr. (L.S.)
Ann P. Anderson. (L.S.)

State of Mississippi }
Madison County } Personally appeared before me Marcellus C. Cayce Esqre an acting Justice of the Peace the within named Robert G. Anderson Senr. who acknowledged that he signed, sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as his act and deed. Given under my hand and Seal this 22d day of April AD 1839

M. C. Cayce J.P. (Seal)

State of Mississippi }
Madison County } I Marcellus C. Cayce an acting Justice of the Peace in and for said County do hereby certify that Mistress Ann P. Anderson wife of the grantor in the foregoing deed of Mortgage whose name is subscribed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely without any fear threats or compulsion of her said husband. Given under my hand and Seal this 22nd day of April in the year of our Lord one thousand eight hundred and thirty Nine

M. C. Cayce J.P. (Seal)

Levi Crosby & Wife To Deed Hugh Sanders } Recd for Record April 22nd & Recorded April 25th 1839

This Indenture made the Twenty fourth Day of October in the year of our Lord one thousand eight hundred and thirty three between Levi Crosby of the County of Madison and State of Mississippi of the one part and Hugh Sanders of the County & State aforesaid of the other Witnesseth that the said Levi Crosby for and in consideration of the sum of Eight Hundred Dollars lawful money of the United States to him in hand well and truly paid by the said Hugh Sanders the receipt whereof is hereby acknowledged hath granted, bargained sold conveyed and confirmed

and by these presents doth grant bargain, sell, convey and confirm unto the said Hugh Sanders his heirs and assigns all and singular, the following described lot tract or parcel of land to wit The South East quarter of Section Number One of Township Number Nine in Range One East containing One hundred and Sixty Acres More or less situated in the County of Madison State aforesaid, And all the estate right title, interest claim and demand of the said Crosby of in and to the said premises, with all and singular, the rights, members, privileges and appurtenances, to the same belonging or in anywise appertaining, and the rents, issues and profits thereof to Have and to Hold the said premises with the appurtenances, to the only proper use benefit and behoof of the said H Sanders his heirs and assigns forever, and the said Crosby his heirs executors and Administrators doth covenant and grant with and with the said Sanders 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 Crosby 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 Sanders his heirs and assigns against all persons claiming or to claim by from or under him them or any of them or by, from or under any other person or persons whomsoever In Witness Whereof the said Levi Crosby together with Sarah his wife who hereby relinquishes her right of Dower hath hereunto set their hands and seals the day and year above written

Signed Sealed and delivered in presence of } Levi Crosby (Seal)
Sarah her x mark Crosby (Seal)

State of Mississippi }
Leake County } Personally appeared before me S B Robinson one of the Justices of the Peace in and for the County aforesaid Levi Crosby who acknowledged that he signed sealed and delivered the foregoing deed of conveyance as his own act and deed for the use and purpose therein contained Likewise Sarah Crosby wife of said Levi Crosby who being by examined separate and apart and the contents and object of the said deed explained to her She acknowledged that She signed sealed and delivered the same as her voluntary act and deed freely without fear threats or compulsions of the said husband for all the purposes therein contained. Given under my hand and Seal of Office this 18th of April 1839

S B Robinson (Seal)

Interlined before signed on the 3d & 8th line }

R Wm Lewis Herring } Received for Record April 22nd & Recorded April 25th 1839
To } Deed
Levi Crosby } This Indenture made the Fourteenth Day of June in the year of our Lord One thousand eight hundred and thirty three between William Herring & Lewis Herring of the County of Yazoo State of Mississippi, of the one part and Levi Crosby of the County of Madison State aforesaid of the other Witnesseth that the said Wm Lewis Herring for and in consideration of the sum of Four hundred Dollars lawful Money of the United States to them in hand well and truly paid by the said Levi Crosby the receipt whereof is hereby acknowledged hath granted bargained, sold conveyed and confirmed, and by these presents doth grant bargain sell, convey and confirm unto the said Crosby his heirs and assigns all and Singular the following described lot tract or parcel of land to wit The South East Quarter of Section Number One in Town-

Ship Number Nine Range One East - Situated in the County of Madison and State Of Mississippi And all the Estate right title interest claim and demand of the Said Wm Lewis Herring of in and to the Said premises with all and Singular, the rights members privileges and appurtenances, to the Same belonging or in anywise appertaining and the rents issues and profits thereof to Have and To Hold the Said premises with the appurtenances to the only proper use, benefit and behoof of the Said Levi Crosby his heirs and assigns forever and the Said Herrings their heirs executors and administrators doth covenant and grant unto and with the Said Crosby his heirs executors, administrators and assigns that they are the true and lawful owners 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 they the Said Herrings their heirs executors and administrators will warrant and Forever Defend the aforesaid premises with their appurtenances and every part and parcel thereof unto, the Said Crosby his heirs and assigns against all persons claiming or to claim, by from or under him, them or any of them or by from or under any other person or persons whomsoever. In Witness Whereof the Said Wm Herring & Lewis Herring together with Sarah wife of Said Wm Herring who hereby relinquishes her right of Dower hath hereunto set their hands and Seals the day and year above written

Sealed and Delivered in presence of

W. P. Young

Lewis Herren (Seal)

Wm Herren (Seal)

Sarah her + mark Herren (Seal)

State of Mississippi }
Attala County } Personally appeared before me Joseph Lusk an acting Justice of the peace in and for Said county Wm Herring and Lewis Herring who acknowledged that they Signed Sealed and delivered the foregoing deed for all its intents and meaning als personally appeared Sarah Herring wife of Said Wm Herring and after being duly examined Separate and apart from her husband and who also acknowledged that She Signed Sealed and delivered the foregoing deed of her own will and accord without fear or threats from her Said husband Given under my hand and Seal this 20th April 1839

Joseph Lusk J P (Seal)
Ex officio Notary public

Hugh Sanders & Wife }
To } Deed
John W Leggitt }

Received for Record April 22nd & Recorded April 25th 1839

This Indenture Witnesseth That Hugh Sanders and Nancy his wife of the County of Madison & State of Mississippi for and in consideration of the Sum of Seven Thousand two hundred dollars Lawful Money of the United States to them in hand paid, well and truly paid by John W Leggitt of the County & State aforesaid the receipt whereof is hereby acknowledged hath granted bargained Sold released, conveyed and confirmed, and by these Presents doth grant bargain sell alien, release convey and confirm unto the Said John W Leggitt his heirs and assigns forever, All the following described Tracts or lots of Land, Lowit, The South East quarter of Section Two in Township Nine Range One East and the West half of the West half of the South West quarter of Section Number One in Township Nine Range One East also the North half of the East half of the North East quarter of Section Eleven Township Nine Range One East - containing Two hundred & forty Acres More or less Situated in the County of Madison & State of Mississippi, And all the estate right title interest claim and demand, both in law and equity of them the said Hugh Sanders & 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 bargained and Sold, or meant or intended to be, with the appurtenances, to the only proper use and behoof of the Said John W. Leggitt his heirs and assigns forever And the Said Hugh Sanders & Wife for their heirs executors and administrators, doth covenant promise and agree to and with the Said John W. Leggitt his heirs executors, admenistrators and assigns That they are the true and lawful Owners of the premises hereby granted and hath good right full power and lawful authority to Sell and convey the Same in manner and form afore Said, And Further that they the Said Sanders & Wife their heirs executors and Administrators will warrant And Forever defend the afore-Said premises with their appurtenances and every part and parcel thereof unto the Said John W. Leggitt his heirs and assigns against all persons claiming or to claim by from or under them their heirs or assigns, only from or under any other person or persons whomsoever. In Testimony whereof the Said Hugh Sanders together with Nepsey wife of the Said Hugh Sanders who hereby forever relinquishes all her right and claim of Dower in and to the premises, have hereunto Set their hands and Seals this Sixteenth day of April One thousand eight hundred and thirty Nine

Signed Sealed and delivered
In the presence of

Hugh Sanders (Seal)
Nepsey her X mark Sanders (Seal)

State of Mississippi }
Madison County } Personally appeared before me Dan'l Sutherland an acting Justice of the Peace Hugh Sanders who acknowledged that he S Signed Sealed and delivered the foregoing deed for the use and purposes therein mentioned & also at the Same time Nepsey his wife came forward and acknowledged that She Signed Sealed and delivered the foregoing Instrument of writing for the use and purposes therein mentioned and on a private examination Separate and apart from her husband acknowledged that She Signed Sealed & Delivered the Same without any fear threat or compulsion of her Said husband

Given under my hand and Seal this 22nd April 1839

Dan'l Sutherland J.P. (Seal)

Margaret Graves }
To } Relinquishment Dower
Ellis P. Passmore }

Received for Record 24th April & Recorded April 25th 1839

This Indenture made and entered into on this 24th day of April 1839 between Margaret Graves of the County of Madison and State of Mississippi of the first part and Ellis P. Passmore of the County and State aforesaid of the other part Witnesseth that the said party of the first part for and in consideration of the Sum of Twenty five Dollars to her in hand paid by the party of the Second part, the Receipt whereof is hereby acknowledged hath granted bargained Sold and released and doth by these presents bargain Sell & release unto the party of the Second part all her right title and interest both in Law and Equity in and to her Dower in the following described tract or parcel of land Situated lying and being in the county and State aforesaid and which land belonged to her husband William T. Graves in his life time and which has since been Sold by the Sheriff of Madison County by Virtue of Judgments and & executions against her Said husband and was purchased

at said sale by the party of the second part which said tract or parcel of land is described as follows to wit: The South half of the East half of the North West quarter of Section Thirty one Township Ten Range Two East District of land subject to sale at Mount Salus in said State containing Forty acres and fifty six hundredths. To have and to hold the same to the proper use & benefit of the said party of the second part together with all and singular the improvements & hereditaments thereunto belonging unto the said party of the second part him his heirs and assigns forever. In Witness whereof I have hereunto set my hand and seal the day and date above written

State of Mississippi }
Madison County } Personally appeared before T S Salmon an acting Justice of the Peace in and for said County Margaret Graves who acknowledges that she signed sealed and delivered the within relinquishment of Dower as her voluntary act and deed and for the purposes therein mentioned

Margaret Graves (Seal)

Given under my hand and seal this 24th Day of April 1839

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

E P Passmore & Wife
To }
Mortgage
Mississippi Union Bank }

Received for Record April 24th & Recorded April 28th 1839
State of Mississippi }
Madison County } Market Bank District

Whereas Ellis P Passmore a Citizen of said State residing in the County aforesaid & being an owner of real estate situated in the State of Mississippi, on the 17th day of August in the year eighteen hundred and thirty eight & being within the time prescribed at Canton in the County of Madison subscribed for Three hundred and Ninety Six Shares of one hundred dollars each amounting to Thirty Nine thousand Six hundred dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the year eighteen hundred and thirty seven and reapproved on the fifth February 1838 for which said Sum of Thirty Nine thousand Six hundred dollars the said Ellis P Passmore hath executed his bond or bills single of even date with these presents, payable to the said Mississippi Union Bank And being desirous and disposed according to the provisions of the eighth Section of said Original act of incorporation of said Bank to secure the payment of the said bond for the Stock so subscribed, as aforesaid, that the payment of the Capital and interest of ten Millions five hundred thousand dollars of the loan to be obtained by means of the bonds of the State issued in conformity with the fifth Section of said Original act of incorporation at the times the said bonds for that sum shall severally fall due, may thereby be assured; and to secure the annual payment of four per centum upon the principal and Seven per centum interest on the loan he may receive from said Bank, as Stockholder therein according to the provisions of the thirty first Section of the Original act of incorporation, at such times and places as the same may be required by the said Ellis P Passmore hath offered and agreed to convey by deed of Mortgage to the said Mississippi Union Bank the following described property to wit, South half of East half of North West quarter, South half of Section Number Thirty One Township Ten of Range two East North half and South West quarter of Section Number Six West half of North East quarter, and East half of North West quarter, the North half of South West quarter of Section Number five all in Township Number Nine of Range Two East containing One thousand and Seventy and 24/100 acres of Land situate and now being in the county of Madison which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed

sufficient, and at least for the present equal to the above mentioned number of Shares of the Stock so subscribed as aforesaid, which after the recording of these presents shall belong to the said Ellis P Passmore subject thereto and hereafter if need be to be graduated and reduced or finally rejected according to the principles embodied in the second and twenty sixth sections of the said Original act of incorporation and as modified and varied by the eighth section of the act supplemental thereto approved the fifteenth day of February 1838 Wherefore the said Ellis P Passmore doth acknowledge himself debtor to the Mississippi Union Bank in the said Sum of Twenty Nine thousand Six hundred dollars being the amount of the Shares of the Stock of said Bank so subscribed as aforesaid of which he is to be holder by virtue of these presents, the payment of which (in order to secure the payment of the capital and interest of ten millions five hundred thousand dollars of the bonds of the State as aforesaid, and of the loan which the said Ellis P Passmore shall or may obtain from the said Bank as aforesaid at such times and in such proportions as the said Bank in conformity with said Original act of incorporation may require the said Ellis P Passmore to severally deposit to secure as aforesaid Therefore this Indenture made and entered into this twenty fourth day of April in the year eighteen hundred and thirty Nine by and between Ellis P Passmore and Hesler Ann Passmore his wife citizens of the State of Mississippi and residing in the county of Madison aforesaid of the one part and the Mississippi Union Bank created and incorporated by the Legislature of said State of the other part Witnesseth that the said Ellis P Passmore and Hesler Ann Passmore his wife for and in consideration of the premises before recited and of the further consideration of One hundred dollars to them in hand paid and to secure the payment aforesaid do hereby grant bargain sell convey and mortgage and by these presents have granted bargained sold conveyed and mortgaged unto the said Mississippi Union Bank all and singular the above described property To have and to hold the said above described property unto the said Mississippi Union Bank until the bonds of the State for said Sum of ten millions five hundred thousand dollars issued in conformity with the fifth and thirteenth sections of said Original act of incorporation with the interest thereon shall be paid off and redeemed by the said Mississippi Union Bank and until the said Ellis P Passmore shall have paid the amount of said bond executed to the said Mississippi Union Bank for the amount of said Shares as aforesaid, and also until he shall have paid the privileged loan which he may have obtained as Stockholder according to the provisions to the provisions of the thirty first Section of said Original act of incorporation unless the said Ellis P Passmore do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty Ninth Section of the Original act of incorporation and such Section of the act Supplemental thereto And upon such payments or transfer and discharge as aforesaid then and thenceforth as well this present Indenture and the estate hereby granted conveyed and mortgaged as the bond aforesaid shall cease determine and become absolutely Null and Void anything herein contained to the contrary notwithstanding otherwise to remain in full force and effect in law and Equity forever. And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith, and the mortgage hereby executed and entered into in favor of said Bank and doth further declare that upon the recording of these presents and upon the production of a certificate from the Clerk of the Probate Court of the County or Counties within which the above men-

tioned property may be situated that the same has been duly recorded and that there is no prior deed of conveyance mortgage or other incumbrance of record thereon and upon the production of a second certificate, bearing date at least three months subsequent to the day of the recording of these presents that no other mortgage or incumbrance whatever upon said land was recorded or delivered for Record, in the Office of said Clerk and that since the date of the act of recording these presents no other mortgage deed of conveyance or incumbrance whatever upon the aforesaid property has been recorded or delivered for Record and upon the production of the certificate of the Clerk of the Circuit Court of the county of the residence of the said Ellis P. Passmore that there is no judgments against him or if there be any stating the amount and that there was none known to exist against him or under whom he claims at the date of their conveyance to him respectively And upon the production also of the affidavit of the said Mortgagor that there is no judgment against him unsatisfied entered upon original suit only for forfeiture of delivery bond or otherwise in any Court of the State or of the United States or if there be any stating its amount then the said Mortgagor shall be the lawful owner of Three hundred and Ninety Six Shares subject to be graduated and reduced or rejected as aforesaid of the Stock of the said Mississippi Union Bank and entitled as such to all the rights, facilities advantages and profits to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said Original act of incorporation, and of the act supplemental thereto as aforesaid, It is also hereby expressly understood and agreed that in case hereafter the right title or titles through which the present Mortgagor derives the above described property, should be deemed insufficient on account of some defect therein or if any claim either by judgment or conveyance should be successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself to furnish other unincumbered property of sufficient amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe, The said Mortgagor also agreeing that if the whole amount of the bond, for the said Stock or any part thereof or the whole amount of the loan he may receive as Stockholder as aforesaid, or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required, according to the true intent and meaning of the said Original act of incorporation, and the act supplemental thereto, then this present Mortgage and the sums of Money hereby secured, by virtue of the twenty sixth section of the said Original act of incorporation, shall bear ten per cent from interest per annum after maturity, if not punctually paid, and the said Mississippi Union Bank may and shall have the right to cause the said property, mortgaged as aforesaid in whose hands soever the same may be found, or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of Money which the said Mortgagor may owe as Stockholder either on said Stock or on said privileged loan according to the laws of this State and to the true intent of the said Original act of incorporation upon due public Notice thereof, It is also further hereby understood and agreed and the said Mortgagor doth acknowledge, that whenever it shall appear to the satisfaction of the said Directors that the property presently and hereby mortgaged to secure the amount of Stock allotted to said Mortgagor, as aforesaid is not of sufficient value then the said Mississippi Union Bank, shall have the right to reject the same and in such case may require other security in default thereof, reduce the shares of such defaulter to the amount sufficiently secured, In Testimony whereof the said Ellis P. Passmore and Hester Ann Passmore his wife hath hereunto set their hands and seals on this 24th day of April in the year of our Lord eighteen hundred and thirty nine

Ellis P. Passmore (L.S.)
Hester A. Passmore (L.S.)

State of Mississippi }
Madison County } Personally appeared before me Jordan S. Palmer Esquire an acting

Justice of the peace in for said County the within named Ellis P. Passmore who acknowledged that he signed sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned, as his act and deed. Given under my hand and Seal this 24th day of April A.D. 1839

State of Mississippi } T. T. Salmond J.P. (Seal)
Madison County } I, T. Salmond a acting Justice of the Peace in and for said County do hereby certify that Mistress Hester Ann Passmore wife of the grantor in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband, Given under my hand and Seal this twenty fourth day of April in the year of Our Lord One thousand eight hundred and thirty nine

T. Salmond J.P. (Seal)

Daniel Sutherland } Rec'd for Record April 24th 1839 Recorded April 24 1839
To } Mortgage } State of Mississippi
Mississippi Union Bank } Madison County } Western District.

Whereas Daniel Sutherland a Citizen of said State residing in the county aforesaid being an owner of real estate situated in the State of Mississippi on the fifth day of August in the year eighteen hundred and thirty eight being in return the time prescribed at Canton in the County of Madison Subscribed for four hundred & Ninety shares of One hundred dollars each, amounting to Forty Nine Thousand dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the year eighteen hundred and thirty seven and reapproved on the fifth February 1838 for which said Sum of Forty Nine thousand " " " " " dollars the said Daniel Sutherland hath executed his bond, of this Single, of even date with these presents, payable to the said Mississippi Union Bank and being desirous and disposed, according to the provisions of the Eighth of said Original act of incorporation of said Bank to secure the payment of the said bonds, for the Stock so subscribed, as aforesaid that the payment of the capital and interest of ten Millions five hundred thousand dollars, of the loan to be obtained by means of the bonds of the State issued in conformity with the fifth Section of said Original act of incorporation, at the times the said bonds for that sum shall severally fall due, may thereby be assured; and to secure the annual payment of four per centum upon the principal and seven per centum interest on the loan he may receive from said Bank as Stockholder therein according to the provisions of the thirty first Section of the Original act of incorporation, at such times and places as the same may be required, he the said Daniel Sutherland hath offered and agreed to convey, by deed of Mortgage, to the said Mississippi Union Bank the following described property, to wit (North half of West half of South East quarter Section and (East half of South West quarter Section Twenty) also West half of West half Section Twenty Eight - also South half of West half of North East quarter Section Twenty Nine) (also North West quarter & East half of South East quarter Section Twenty Nine] also lots number Number One two three & five Sections thirty also North half of lots Number Six Seven and Eight Section thirty also East half of Section Twenty two Township Ten Range two East also lots number two four six and Seven Section Twenty five also

also East half of North West quarter Section thirty Six Township Ten Range One East containing Eighteen hundred & Sixteen acres & Ninety Seven hundredths situate and now being in the County of Madison which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed sufficient and at least for the present equal to the above mentioned number of Shares of the Stock so subscribed as aforesaid which after the recording of these presents shall belong to the said Daniel Sutherland subject however, and hereafter if need be to be graduated and reduced or finally rejected, according to the principles embodied in the Second and twenty Sixth Sections of the said Original act of incorporation, and as modified and varied by the eighth Section of the act supplementary thereto approved the fifteenth day of February 1838, Wherefore the said Daniel Sutherland doth acknowledge himself to be to the Mississippi Union Bank, in the said sum of Forty Nine Thousand — dollars being the amount of the Shares of the Stock of said Bank so subscribed as aforesaid, of which he is to be holden by virtue of these presents, the payment of which (in order to secure the payment of the capital and interest of ten millions, five hundred thousand dollars of the bonds of the State as aforesaid) and of the loan which the said Daniel Sutherland shall or may obtain from the said Bank as aforesaid at such times and in such proportions as the said Bank in conformity with said Original act of incorporation, may require the said Daniel Sutherland is specially desirous to secure as aforesaid, Therefore this Indenture made and entered into this Twenty fourth day of April in the year eighteen hundred and thirty Nine by and between Daniel Sutherland and Elizabeth Sutherland his wife citizens of the State of Mississippi and residing in the county of Madison aforesaid, of the one part, and the Mississippi Union Bank, created and incorporated by the Legislature of said State of the other part, Witnesseth, that the said Daniel Sutherland and Elizabeth Sutherland his wife, for and in consideration of the premises before recited, and of the further consideration of One hundred dollars to them in hand paid and to secure the payments, aforesaid, do hereby grant bargain sell, convey and Mortgage, and by these presents have granted bargained, sold conveyed and mortgaged, unto the said Mississippi Union Bank all and singular the real & personal property, to have and to hold the said above described property unto the said Mississippi Union Bank until the bonds of the State for said sum of ten millions five hundred Thousand dollars issued in conformity with the fifth and twenty sixth Sections of said Original act of incorporation with the interest thereon shall be paid off and redeemed by the said Mississippi Union Bank, and until the said Daniel Sutherland shall have paid the amount of said bond, executed to the said Mississippi Union Bank, for the amount of said shares as aforesaid also until he shall have paid the privileged loan which he may have obtained as Stock holder, according to the provisions of the thirty first Section of said Original act of incorporation unless the said Daniel Sutherland does previously transfer said Stock and be discharged, in the manner and form prescribed by the twenty Ninth Section of the Original act of incorporation, and Sixth Section of the act Supplementary thereto, And upon such payments, or transfer, and discharge as aforesaid, then and thenceforth, as well this present Indenture and the debts hereby granted, conveyed and Mortgaged, as the bond, aforesaid shall cease determine and become absolutely null and void, anything herein contained to the contrary notwithstanding Otherwise to remain in full force and effect in law and equity forever, And the said Mississippi Union Bank doth hereby declare that it accepts the bonds of even date herewith, and the Mortgage hereby executed and entered into in favor of said Bank, and doth further declare that upon the recording of these presents, and upon the production of a certificate from the Clerk of the Probate Court of the County or Counties within which