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 sworn 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 Dan'l Sutherland, that there is no judgment against him (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 debt or by forfeiture of delivery bond or otherwise in any Court of this State or of the United States (or if there be any stating its amount) then the said Mortgagor shall be the lawful owner of four hundred & Ninety 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 Stock holders 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 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 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 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 seize 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

defendes to the amount sufficiently secured. In Testimony Whereof the said Dan'l Sutherland and Elizabeth Sutherland his wife hath hereunto set their hands and seals on this Twenty fourth day of April in the year of our Lord eighteen hundred and thirty Nine

Dan'l Sutherland (L.S.)
Elizabeth Sutherland (L.S.)

State of Mississippi }
Madison County } Personally appeared before me Marshen C Cayce Esquire an acting Justice of the Peace the within named Dan'l Sutherland who acknowledges 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 Twenty fourth day of April A D 1839

M C Cayce J.P.

State of Mississippi }
Madison County } I Marshen C Cayce an acting Justice of the Peace for said County do hereby certify that Mistress Elizabeth Sutherland 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 acknowledges 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

M C Cayce J.P.

James Kirkman }
To } Letter of Atty
T. C. Tupper }

Received for Record & Recorded April 26 1839
State of Mississippi }
Madison County } Whereas on the 3rd day of January 1838 John K Ward of the County aforesaid executed and delivered to the undersigned and David Roper surviving partners of the late firm of Kirkman Roper & Co a Mortgage deed conveying certain land and negroes therein mentioned to secure the payment of two promissory notes each for 427 Dollars, one due January 1st 1839 and the other due January 1st 1840 made by said Ward in favor of Kirkman Roper & Co, Now therefore be it Known that for a valid consideration I hereby constitute and appoint T C Tupper my attorney in fact for me and in my name and on behalf of myself and the said David Roper surviving partners as aforesaid to cancel the aforesaid Mortgage deed upon the record thereof in the Clerk's office of said county which is recorded Book D of the Deeds of said county on pages 289 & 290 and to render the same null and void as to the said Ward & all others interested therein upon the performance by said Ward of certain conditions to the Satisfaction of said Tupper, hereby ratifying whatever my said Attorney may do in the premises in as full and perfect a manner as if I myself were present doing the same As witness my hand and Seal this 22d day of January 1839

James Kirkman (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace of said County James Kirkman whose name appears to the foregoing Letter of Attorney and acknowledged that he signed sealed and delivered the same as his act and deed

Given under my hand and Seal this 22nd day of January 1839

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

Hubert & Wife
To
Deed
Taylor

Received for Record April 25th & of Recorded April 27th 1839

This Indenture made and entered into this eighteenth day of April in the year of our Lord One Thousand eight hundred and thirty one between James N. Hubert and Anna his wife of the County of Madison and State of Mississippi of the one part and Ozias Taylor of the county and State aforesaid of the other part Witnesseth, That the said James N. Hubert and Hannahs wife have for and in consideration of the Sum of one hundred and twenty five dollars in hand paid the receipt whereof is hereby acknowledged have granted bargained Sold Aliened and confirmed and do by these presents grant bargain Sell alien and confirm unto the said Ozias Taylor his heirs and assigns forever a certain tract or parcel of Land situate lying & being in the Said County of Madison adjoining the town of Livingston, Beginning and bounded as follows Viz, Beginning at a Stake Thence N. 45 E 55 links to the North corner of lot No. 5 in Square No 8 Thence North 39 links to a Stake on the North Corner of the East half of the South West fourth of Section No 8, Township No 8, Range one East Thence West 75 links to a Stake Thence to the beginning including three acres and two Being more or less To have and to hold the aforesaid tract or parcel of land as above described with all the appurtenances thereunto belonging or in anywise appertaining thereunto unto the Said Ozias Taylor his heirs and assigns forever, And the Said James N. Hubert and Anna his wife do for themselves their heirs and assigns covenant and agree with the Said Ozias Taylor his and assigns, To warrant and defend the aforesaid tract or parcel land as above described from themselves their heirs and assigns and from all and every other person or persons Claim or Claims whatsoever unto the Said Ozias Taylor his heirs and assigns forever, In testimony whereof the said James N. Hubert and Anna his wife have hereunto Set their hands and affixed their Seals this day and date above mentioned

James N. Hubert (Seal)
Anna her x mark Hubert (Seal)

The State of Mississippi
Madison County } This day appeared before me Joseph T. Sevier an acting Justice of the peace in and for said county James N. Hubert who acknowledged that he Signed Sealed and delivered the above named deed as his act and deed, Given under my hand and Seal this, day of April 18th 1830

Joseph T. Sevier J.P. (Seal)

The State of Mississippi
Madison County } This day personally appeared before me Joseph T. Sevier an acting Justice of the peace in and for said County Anna Hubert wife of the above named James N. Hubert who acknowledged that She Signed Sealed and delivered the above named deed as her own voluntary act and deed without any fear threats or compulsion of her husband, Given under my hand and Seal this 18th day of April 1831

Joseph T. Sevier J.P. (Seal)

Ozias Taylor
To
Deed
William McRoyce

Received for Record April 25th & of Recorded April 27th 1838

This indenture made and entered into this twenty Sixth Day of February in the year of our Lord One Thousand eight hundred and thirty nine between Ozias Taylor and Syrena his wife of the county of Holmes and State of Mississippi of the first part and William McRoyce of the county of Madison and State of Mississippi of the Second part witnesseth that the said party of the first part

have for and in consideration of the sum of Five hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have granted bargained Sold aliened and confirmed and doth by these presents grant bargain Sell alien and confirm unto the said party of the Second part his heirs and assigns forever a certain tract or parcel of land situate lying and being in the county of Madison and State of Miss, adjoining the town of Lexington beginning and bounded as follows to wit, beginning at a Stake thence W 45 E 530 links to the North corner of lot No 5 in Square No 8 thence North 396 links to a Stake on the North corner of the East half of the South west fourth of Section No 8 Township No 8 Range one East thence West 756 links to a Stake thence to the beginning including thirty acres and Ninety one hundreths of an acre being more or less, also another Lot or parcel of land situated bounded as follows beginning at the corner of the field thence N 46 W 15 links to a Stake, thence N 23 West 150 links to a Stake thence S 49 W 316 links to said Huberts Spring branch thence up said branch with its Several meanders to a Stake thence to the beginning containing 77/100 acres be the same more or less to have and to hold the aforesaid tracts or parcels of Land as above described with all the appurtenances thereunto belonging or in anywise appertaining thereto unto the said party of the Second part forever himself their heirs and assigns, and the said party of the first part do for themselves their heirs and assigns covenant and agree with the Second part to warrant and defend the aforesaid tracts or parcels of Land as above described from themselves their heirs and assigns against all claims and demands whatsoever In witness whereof the said party of the first part hereunto set their hands and affix their Seal the day and date first above written

Ozias Taylor (Seal)
Cyprena Taylor (Seal)

The State of Mississippi }
Holmes County } This day personally came before me Wilson A Purdom Clerk of the Probate Court of said County Ozias Taylor who acknowledges that he signed Sealed and delivered the foregoing Instrument of writing on the day of the date thereof and for the purposes therein mentioned as his own act and deed Also at the same time personally came Cyprena Taylor wife of the said Ozias Taylor who being by me examined Separate and apart from her said husband acknowledges that She Signed Sealed and delivered the same, on the day and date, and for the uses and purposes therein mentioned, as her own voluntary act and deed without any fear threats or compulsion of her said husband,

In testimony whereof I have hereunto set my hand and affixed the Seal of my Office, at Lexington this the 27th day of February AD 1839

W A Purdom Clerk

James R Jones & Wife
To
Deed
Joseph H Vanoy

Received for Record April 23rd Recorded April 27th 1839

This Indenture made the tenth day of January eighteen hundred and thirty seven between James R Jones and Margaret his wife of the county of Madison in the State of Mississippi of the one part, and Joseph H Vanoy of the same place of the other part, Witnesseth, that the said James R Jones and Margaret his wife for and in consideration of the Sum of Nine thousand Dollars to them in hand paid by the said Joseph H Vanoy at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said Joseph H Vanoy and his heirs executors and administrators by these presents have granted and conveyed, and by these presents do grant bargain sell and convey unto the said

Joseph H Vanny and to his heirs and assigns forever, all of the following described tract of land situate lying and being in the County of Madison and State of Mississippi to wit The North east quarter of Section No 33 in Township No Nine of Range No two east containing One hundred & Sixty acres The South half West half South West quarter of Section No 24 Township No 9 Range 2 east The North half West half North West quarter of Section No 25 Township No 9 of Range No 2 east to gether with all and Singular the appurtenances thereunto belonging or in any wise appertaining; And also the estate, right title interest property claim and demand whatsoever of them the said James R Jones and his wife in Law or Equity or otherwise howsoever, of in to out of the Same, To have and to hold, the said Land, and premises hereby granted with the appurtenances unto the said Joseph H Vanny his heirs and assigns forever in Fee Simple to the only proper use and behoof of the said Joseph H Vanny and his heirs and assigns forever, And the said James R Jones and Margarett his wife for themselves their heirs executors and administrators do covenant promise grant and agree to and with the said Joseph H Vanny his heirs and assigns by these presents that they the said James R Jones and Margarett his wife and their heirs, the said above mentioned and described land and premises hereby granted with the appurtenances unto the said Joseph H Vanny his heirs and assigns against them the said James R Jones and Margarett his wife and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and forever defende by these presents In Testimony whereof the said James R Jones and Margarett his wife have hereunto set their hands and affixed their Seal the day and date first above written

Signed Sealed and Delivered in Presence of

Jas R Jones (Seal)

Margarett Jones (Seal)

The State of Mississippi
Madison County } Personally appeared before the undersigned Clerk of the Probate Court of said County the above named James R Jones and Margarett his wife who acknowledged that they signed Sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed And the said Margarett being examined by me Separate and apart from her husband acknowledged that she Signed Sealed and delivered the same freely and without the fear threats or compulsion of her said husband, Given under my hand and Seal of Office this 15th day of January 1837

William Riley Clerk

Wesley Ross
To
Deed
L R Starkes } Received for Record April 22nd & Recorded April 27th 1839

This Indenture made and entered into between Wesley Ross of the County of Culpepper and State of Virginia of the One part and L R Starkes of the County of Madison and State of Mississippi of the other part Witnesseth that for and in consideration of One thousand Dollars to me in hand paid the receipt whereof is hereby acknowledged hath given granted Bargained and Sold unto the said L R Starkes a certain tract and parcel of Land Situate being and lying in the County of Madison in the State aforesaid on the Grayson Bayou a water course of Bear Creek being the one half of the undivided interest in the W West Quarter of Section No 15 of Township No 8 of Range No 2 East containing

Eighty Acres more or less being the same Land which L R Stankes and said Wesley Ross purchased jointly as per Gray's Deed that is the Eighty Acres being the half and undivided interest which said Ross has in the purchase as per Gray's Deed to L R Stankes and Wesley Ross jointly of one hundred and Sixty Acres to have and to hold with all and Singular its Hereditaments and appurtenances thereunto appertaining with every interest which the Said Ross has in the above One hundred & Sixty acres of Land unto the Said L R Stankes his heirs and assigns forever and further do by these presents bind himself my Heirs Executors Adm.rs and assigns to warrant and Defend the right title and all the interest which the Said Ross holds to Said Lands unto the Said L R Stankes his Heirs assigns &c free from challenge Claim or claims forever In testimony whereof I hereunto setting hand and Seal this 26th day of Decr 1833

Test H. Perkins
Lewis Butler

Wesley Ross (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the peace William Wade who being duly sworn deposeth and saith that Hiram Perkins is dead & that he fairly believes that the above signature of H Perkins is the just genuine signature of Hiram Perkins. Given under my hand this 22 April 1839
Sworn to before me
Danl Sutherland J.P.

William Wade

Rhesa L. Stankes
To } Deed
Littleberry R Stankes

Received for Record April 22nd & Recorded April 27th 1839

This Indenture made and entered into this 30th day of March 1839 between Rhesa L Stankes of the first part and Littleberry R Stankes of the second part both of the County of Williamson and State of Tennessee Witness that the said Rhesa L Stankes hath this day for and in consideration of the Sum of Twelve hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged, given granted Bargained and Sold and doth by these presents give grant Bargain and Sell unto the said Littleberry R Stankes the following tracts and parcels of Land lying and being in the County of Madison and State of Mississippi and on the Waters of Bear Creek being the same lands that the said Rhesa L Stankes entered and Designated by Certificate as the South half of the West half of North East quarter of Section No 15 in Township No 8 and Range No 2 East containing 39 24/100 acres. And the North half of the West half of the South West quarter of Section No 14 in Township No 8 and Range No 2 East containing 39 24/100 Acres Total amount of the two tracts or parcels Seventy Nine 48/100 Acres To have and to hold with its hereditaments and appurtenances unto the said Littleberry R Stankes his assigns &c forever free from the claim or challenge of the said Rhesa L. Stankes his Heirs Administrators and assigns &c And the said Rhesa L Stankes do by these presents bind himself his Heirs &c to warrant and forever defend the right and title of the above described premises from every and Singular claim or claims of himself his Heirs assigns &c or of any other person or persons whatsoever unto the said Littleberry R Stankes his assigns &c forever. In Witness whereof the said Rhesa L Stankes doth hereunto set his hand and Seal the day and date above written. Interlineation before assigned

Test
E Thompson
S. G. Allen

Rhesa L Stankes (Seal)

State of Tennessee }
Williamson County } Personally appeared before us John Miller and Fountain B Carter Two acting Justices of the peace in and for said county Rhesa L Stankes with

whom we are personally acquainted and who acknowledged the within deed for the purposes therein contained. Witness our hands and Seals this 30. day of March AD 1839

John W. Miller (Seal)
Fountain B. Carter (Seal)

The State of Tennessee }
L. Lemuel B. McComico Clerk of the County Court of Williamson County in the State of Tennessee aforesaid do certify that John W. Miller and Fountain B. Carter whose signatures appears to the foregoing certificate and before whom the within instrument of writing was acknowledged are now and were at the taking of said acknowledgment acting Justices of the Peace in and for the county of Williamson aforesaid duly commissioned and sworn and that full faith and credit are due their official. In testimony whereof I have hereto subscribed my name and affixed the Seal of said Court at office this 30th day of March AD 1839

L. B. McComico

The State of Tennessee }
Williamson County } I Gilbert Marshall chairman and presiding Magistrate of the county Court of Williamson County in the State of Tennessee aforesaid, do certify that Lemuel B. McComico who has given the above attestation is Clerk of the county court of Williamson County aforesaid and was such at the date thereof, that full faith and credit are due to his official acts as such that said attestation is in due form and that the signature of said Lemuel B. McComico to the same is

Given under my hand and Seal this 30th day of March AD 1839

Gilbert Marshall (Seal)

L. B. Stanfes Release To L. R. Stanfes } Received for Record April 25th & Recorded April 27 1839

Whereas in the year 1834 Littleberry R. Stanfes sold and conveyed to John S. Gooch Angus McNeill and James I. Spencer a large amount of real and personal property in the county of Madison State of Mississippi among which are included some Negroes to which the said Stanfes claims title Now for and in consideration of the sum of One Dollar Cash in hand paid me by the said Littleberry R. Stanfes & the said Leander B. Stanfes of the county of Williamson and State of Tennessee do hereby grant, bargain sell and release unto said Littleberry R. Stanfes all and whatsoever right title and interest - that I now have or did have in the year 1834 to any part of the personally property including the Negroes that was in the year 1834 or at any other time sold or conveyed by the said Littleberry R. Stanfes unto said Gooch McNeill and Spencer or either of them In Witness whereof I hereunto set my hand and Seal this 30th day of March 1839

Lemuel B. Stanfes (Seal)

State of Tennessee }
Williamson County } Personally appeared before us Fountain B. Carter and John Miller Two acting Justices of the Peace for said County Lemuel B. Stanfes with whom we are personally acquainted and who acknowledged the above Deed for the purposes therein contained. Witness our hands and Seals this 30th day of March 1839

John W. Miller (Seal)
Fountain B. Carter (Seal)

The State of Tennessee }
I Lemuel B. McComico Clerk of the county court

of Williamson County in the State of Tennessee do certify that John P. Miller and Fountain B. Carter whose signatures appear to the within certificate and before whom the within instrument of writing was acknowledged are now and were at the taking of said acknowledgement acting Justices of the peace in and for the county of Williamson aforesaid duly commissioned and sworn and that full faith and credit are due their official acts, In testimony whereof I have hereto subscribed my name and affixed the seal of said court at office this 30th day of March AD 1839

L.B. McComico

The State of Tennessee }
Williamson County } I Gilbert Marshall chairman and presiding magistrate of the county court of Williamson county in the State of Tennessee aforesaid do certify that Lemuel B. McComico who has given the above attestation is clerk of the County Court of Williamson county aforesaid, and was such at the date thereof that full faith and credit are due to his official acts as such that said attestation is in due form of law and that the signature of said Lemuel B. McComico to the same is genuine, Given under my hand and seal this 30th day of March AD 1839

Gilbert Marshall Clerk

John S. Starkes }
To }
L R Starkes }

Received for Record April 22nd & Recorded April 28th 1839

This Indenture made and entered into this 19th day of October 1833 between John S Starkes of the first part and L R Starkes of the second part both of Madison County State of Mi Witness that John S Starkes hath for and in consideration of Fifty Dollars to him in hand paid the receipt whereof is hereby acknowledged given granted bargained and sold a certain tract or parcel of Land situate being and lying in the County State aforesaid unto the said L R Starkes The Land being the N½ E½ SE¼ of Section 15 Township No 8 of Range No 2 East containing 39 22/100 Acres to have and to hold unto himself his Heirs and assigns forever, the right title and interest of the above described Land with all and singular the Land with its appurtenances and hereditaments Do warrant and defend unto the said L R Starkes his Heirs and assigns free from all claims whatsoever, In Witness whereof I hereunto set my hand and seal the day and date above written

John S. Starkes (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the peace Hugh Sanders who being duly sworn deposeth and saith that John S Starkes is dead & that the above signature he believes to be the proper signature of John S Starkes Given under my hand this 22 April 1839
Sworn to before me
Dan'l Sutherland JP

Hugh Sanders

Irvine C. Wadlington Lud
John W Hart }

Received for Record & Recorded April 29th 1839

This Indenture Made this thirteenth day of November in the year of our Lord One thousand Eight hundred & thirty three Between Irvin C. Wadlington & Elizabeth Ann his wife of the County of Madison & State of Mississippi of the one part & John W. Hart of the County of Wilkinson & State aforesaid of the other part Witnesseth that the said Irvin C. Wadlington & Elizabeth Ann his wife in Consideration of the sum of two thousand & twenty five Dollars to them in hand paid by the said John W Hart at and

before the ensealing & delivery of these Presents, the receipt whereof is hereby acknowledged have bargained sold & conveyed & by these Presents do bargain sell & convey unto the said John W. Hart his heirs & assigns the following described tract or Parcel of land situate, lying & being in the County of Madison & State of Mississippi to wit The West 1/2 of the North West quarter, of Section eight Township eight Range 2 West. Also the East 1/2 of the North East quarter of section Seven of said Township & Range Also the North 1/2 of the West 1/2 of South West quarter of Section Eight of said Township & Range of Choctaw District. together with all and Singular the hereditaments and appurtenances whatever belonging or in any wise appertaining to said Premises. To Have & to hold the said tract of land with all and Singular the tenements & hereditaments and every part & parcel thereof unto the said John W. Hart his heirs & assigns forever, And the said Irvin C. Wadlington & Elizabeth Ann his Wife for themselves & their heirs the said tract of land with all & Singular the Premises & appurtenances before mentioned unto the said John W. Hart, his heirs & assigns against the said Irvin C. Wadlington & Elizabeth Ann his Wife their heirs & assigns against all persons whatsoever lawfully claiming or to Claim shall & will warrant & forever defend by these presents,

In Witness Whereof the said Irvin C. Wadlington & Elizabeth Ann his Wife have hereunto set their hands & seals the day & year first above Written

Sealed & delivered in presence of
Jas S. Ewing
James C. Crenshaw
S. W. Ewing

Irvine C. Wadlington {seal}
Elizabeth A. Wadlington {seal}

The State of Mississippi } Personally appeared before me Stiles W. Ewing Esq. a Justice
Madison County } of the Peace in and for said County the within named Irvin C. Wadlington and Elizabeth his Wife Who acknowledged that they signed sealed and delivered the foregoing deed of Conveyance as their act and deed on the day and year therein Mentioned; And the said Elizabeth being Examined separate and apart from her said 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 on the day and year therein Mentioned

Given under My hand and seal this 11th day of January AD 1834
S. W. Ewing J. P. {seal}

Levin R Marshall & Wife
and John B Peyton & Wife
Deed } To
Samuel Gustine

Received for Record April 29th & Recorded April 29th 1839

This Indenture made and entered into this twentythird day of March in the year of our Lord One thousand eighthundred and thirty nine between Levin R Marshall and Sarah E Marshall his wife and John B Peyton and Mary T Peyton his wife of the first part and Samuel Gustine of the Second part all Citizens of the State of Mississippi Witnesseth that Whereas the said parties Levin R Marshall John B Peyton and Samuel Gustine heretofore Entered and Purchased from the United States About twelve Thousand Acres of Land in the State of Mississippi as Joint Partners and having Agreed to a division of said Lands Among themselves Now in consideration of said division and a deed from Samuel Gustine to that portion of said Lands set apart to the said Levin R. Marshall and John B. Peyton the parties of the first Part doth hereby Bargain and Sell. clain. enfeoff Convey and Confirm unto the said Samuel Gustine his heirs and assigns forever all their Interest in the following described Tracts or parcels of Land being that portion of said partnership land set apart to Samuel Gustine (to Wit) the East half

of the North West Quarter and the West half of the North east Quarter of Section Thirty & the West half of the South West Quarter of Section Nineteen in township twenty One of Range four East — Also All of Section twenty four. the North half of Section thirty four. the North West Quarter of Section thirty three — the North east Quarter of Section twenty Six — the East half of the North east Quarter and East half of the South East Quarter of Section twenty three — the West half of the South East Quarter of Section Fourteen — the West half of the North East Quarter. the East half of the South East Quarter. the West half of the South West Quarter — and the East half of the North East Quarter of Section thirteen & Lot Number One of Section twelve and the East half of the South East Quarter of Section ten all in township twenty Eight of Range five West — | Also the North half of Section One and the North east Quarter of Section two all in Township twenty of Range Eight West — | Also the West half of Section Six in township twenty of Range Seven West — | Also the West half of the North East Quarter of Section twenty Seven in township twenty Nine of Range five West Also the Southwest Quarter of Section thirty township twenty One of Range Seven West All of the foregoing described Lands were Subject to Sale at the Land Office at Choochuma Mississippi in November Eighteen hundred and thirty three & Also the East half of the Northwest Quarter of Section thirty in township Nine of Range three East Also the West half of the North west Quarter and the South East Quarter and the East half of the South west Quarter of Section twenty four. the North East Quarter of Section twenty three and the West half of the South west Quarter of Section Eleven all in township Nine of Range two East. the Last described Lands were Subject to Sale at the Land Office at Mount Salus Mississippi To have and to Hold said Several tracts or parcels of Lands With all the Tenements and Hereditaments & appurtenances thereunto appertaining or in any Wise belonging Unto the Said Samuel Gastine his heirs and assigns Forever — And the Said parties of the first part doth hereby Warrant and defend the Right and title of said bargained Lands against themselves their heirs and all persons Claiming Under them Unto the Said Samuel Gastine his heirs and assigns in testimony Whereof the Said parties of the first part have hereunto set their hands and affixed their Seals the day and Year Above Written

John B. Peyton (Seal)
Mary F. Peyton (Seal)
L R Marshall (Seal)
Sarah E Marshall (Seal)

State of Mississippi } Personally appeared before the undersigned Clerk of the Circuit
Hinds County } Court of said County the Within Named John B. Peyton Who acknowledged that he Signed Sealed and Delivered the foregoing deed on the day and Year therein Mentioned as his Act and Deed — Also appeared the Within Named Mary F. Peyton. Wife of the Above Named John B. Peyton Who after being examined Seperate 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 freely and Without any fear. threats or Compulsion of her Said Husband. In testimony Whereof I have hereunto set my hand and affixed the Seal of My office this 23d March 1839. G. E Beauchamp Clk

The State of Mississippi } Before me Ralph North Clerk of the Probate Court of said
Adams County } County and State personally appeared Lewis R. Marshall and Sarah E Marshall his Wife and Severally acknowledged that they Signed. Sealed. and delivered the Within deed on the day and Year and for the purpose therein named. And the said Sarah. E Marshall being by me examined Seperate and apart from her Said husband. acknowledged that she. Signed Sealed and delivered said deed freely Voluntarily Without any fear threat or Compulsion from her Said husband. Given under My hand & Seal of Office this 29th March 1839

Ral North Clk

Wiley Johnson & wife to Eli Nichols — acknowledgement

Received for Record & Recorded April 30th 1839

State of Mississippi, Madison County } Personally appeared before me William Riley Clerk of the Probate Court in and for said County, Wiley Johnson and Harriet Johnson his wife, who acknowledged that they signed sealed, and delivered the above and foregoing deed on the day and year therein mentioned as their voluntary act and deed, and for the uses and purposes therein contained, and at the same time the said Harriet the wife of the said Wiley Johnson was examined by me separate and apart from her said husband, who said that she signed sealed and delivered the same freely and voluntarily, and of her own accord, and without the fear threats or compulsion of her husband.

See Error

Given under my hand and seal of office at Canton this 15th Day of October Anno Domini 1837.

Seal

William Riley Clerk

John Montgomery Trustee to Jesse Mark

Received for Record 29th March & Recorded 1st May 1839

State of Mississippi, Madison County } To all persons to whom these presents shall come, I. John Montgomery, in consideration of the premises herein after expressed, send greeting.- Whereas by virtue of a deed of trust executed by Josiah Newman, Joseph Mark and Warner M. Yates in which deed of trust I the said John Montgomery am appointed and selected as trustee for the due execution thereof, and having by my signature to said deed accepted the trust reposed in me by the three parties first above named, the said deed having been executed on the twentieth day of December in the year of our Lord one thousand eight hundred and thirty six, and having been duely recorded in the proper office in said county; wherein after setting forth the causes moving the parties therein mentioned to the execution of said deed, and after describing the property therein conveyed, it is stipulated that in the event the said Warner M Yates should fail to pay certain promissory notes described in said deed, or either of them as they should respectively fall due, that then I the said John Montgomery after the expiration of sixty dayes from the failure of the said Yates to pay said notes after their maturity, and upon the request either of the said Newman or the said Mark, was to give fifteen days notice, at certain places in the county of Madison, and then procede to sell the property described in said deed, and apply the proceeds thereof to the satisfaction of the notes described in said deed.

Now be it known that inasmuch as the said Yates has failed to perform his stipulations contained in said deed by the payment of said notes as they became due, and I the said John Montgomery having been duly requested so to do, have advertised in terms of the stipulation contained in said deed and have proceded to sell all the land described in said deed, at the selling of which Jesse Mark became the purchaser.

Now Know ye that by virtue of the power and authority aforesaid, and of every other power me hereunto enabling, and in consideration of the sum of Six thousand four hundred dollars to me paid by the said Jesse Mark, the receipt whereof

I do hereby acknowledge; I have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey to the said Isaac Muck his heirs and assignes forever, a certain parcel of land lying and situate in the County of Madison and state of Mississippi known and designated by the description following, to wit, the East half of section five, the East half of the South west quarter of section five, the East half of the North west quarter of section eight, East half of North East quarter of section eight, East half of section nine, the North West quarter of section ten, the North west quarter of section nine, East half of the South west quarter of section ten, lying in township Eight of Range two East, To have and to hold the granted premises to the said Isaac Muck, his heirs and assignes forever, hereby conveying fully all such title as resides in me as trustee as aforesaid, and of which I have power to convey. The above described lands containing twelve hundred and eighty acres more or less. And whereas also by virtue the deed of trust herein before mentioned I, the said John Montgomery proceeded also in terms of said deed and for the purposes therein expressed, to sell the following named slaves, to wit, Philip aged forty years, Lewis aged forty five years, Samuel, aged twenty four years, Alfred aged twenty one years Peter aged twenty two years, Isaac, aged fourteen years, Nelson, aged ten years, Elizabeth, aged eighteen years, Grace, aged twenty years, Caroline, aged seventeen years, Delia, aged twenty four years, Catharine, aged seventeen years, Harriet, aged thirteen years, Mary Trimble, aged twenty seven years, Louisa, aged twelve years, Manson, aged twenty seven years, Bill aged twenty two years, Perry, aged six years, Phillis aged forty years, Sam, aged twelve years, Elizabeth aged three years, Eliza, aged seventeen years, Kelly, aged six years, Moses Muck, aged twenty seven years, Andy, aged twenty five years, Adam aged sixteen years, Julia aged twenty years, Susan and child, Susan aged twenty years, Nancy, aged fifteen years Celia aged thirteen years, Lucinda aged fifteen years, Henry, aged nineteen years, and Nelson, aged four years, at the selling of which said several Negroes, the said Isaac Muck became the purchaser; And now know all men by these presents, that I John Montgomery, by virtue of my powers as trustee as aforesaid, for and in consideration of the sum of thirteen thousand one hundred dollars, to me in hand paid by the said Isaac Muck, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Isaac Muck, all the above described Negroes. To have and to hold all said negroes unto the said Isaac Muck (together with the lands herein before mentioned) his executors administrators and assigns forever, hereby fully conveying all the right and title in me as trustee in and to all the above described land and negroes.

In testimony whereof I have hereunto set my hand and affixed my seal, this fourth day of March in the year of our lord one thousand eight hundred and thirty nine.

John Montgomery (L S)
Trustee for Joseph Muck Deceased

State of Mississippi }
Madison County } Personally appeared before me Tooker Salmon a Justice of the peace in and for said county, the within named John Montgomery, who acknowledged that he signed, sealed and delivered the within deed, on the day and years therein mentioned, as his act and deed.

Given under my hand and seal, this 23rd day of March in the year of our Lord one thousand eight hundred and thirty nine.

The words "before me" in second line from top, interlined before signing this certificate

J. S. Salman J.P. (SS)

J.P. (seal)

James Brown Died } Recorded for Record April 22nd and recorded 1st May 1839

William Owens } This Indenture, made the Twelfth day of November in the year of our Lord one thousand eight hundred and thirty eight by and between James Brown and Nancy Brown his wife, of the County of Rankin and State of Mississippi of the first part and William Owens of the County of Madison and State aforesaid of the second part - witnesseth that the said James Brown and Nancy Brown his wife for and in consideration of the sum of Seven thousand three hundred and thirty three Dollars to them in hand paid, by the said William Owens at and before the sealing and delivering of these presents the receipt whereof is hereby acknowledged and confessed and the said William Owen his heirs executors and administrators forever released and discharged from the payment of the same or any part thereof by these presents have granted bargained, sold, conveyed and confirmed, and by these do grant, bargain, sell, convey and confirm, unto him the said William Owen and unto his heirs executors, administrators and assigns forever, all that certain tract of land or ground, containing four hundred acres be the same more or less, and lying and being in the County of Madison township eight Range two east (to wit) the North west quarter of Section thirty three and west half of the North East quarter of the same section and the west half of the South east quarter of same section and the East half of the south west quarter of the same section, Together with all and singular the appurtinances hereditaments previliges and advantages whatsoever unto the above described premises belonging or in anywise appertaining, and also all the estate right, title, interest and property and claim whatsoever, either at law or in equity of them the said James Brown and Nancy Brown [redacted] his wife of in and to the same, to have and to hold the above granted bargained and described premises with the appurtinances, unto the said William Owen, and unto his heirs, executors, administrators, and assigns forever, and the said James Brown and Nancy his wife, for their heirs executors and administrators, do covenant, grant, promise, and agree, to and with the said William Owens and to and with his heirs, Executors, administrators and assigns, that they the said James Brown and Nancy his wife and their heirs, the above described and hereby granted premises, and every part and parcel thereof, with the appurtinances unto the saide William Owen and unto his heirs, Executors, administrators and assigns - against the claim or claims of him or them the said James Brown and Nancy his wife their heirs, executors administrators, and against all persons lawfully or equitably claiming or to claim said premises, or any part thereof, they the said James Brown and Nancy his wife, shall and will warrant and by these presents forever defend -

In witness whereof the said James Brown and Nancy his wife have hereunto set their hands and seals the day and year first herein written.

James Brown (Seal)

Nancy his x mark Brown (Seal)

The State of Mississippi }
Rankin County } Personally appeared before the undersigned Justice in and for said County James Brown and Nancy his wife who each acknowledged that they, signed sealed and delivered the within deed of Conveyance or instrument of writing as their voluntary act and deed for the purposes therein mentioned, and the said Nancy Brown being ~~by mi~~ privately examined, seperate and apart from her said husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed and for the purposes therein mentioned, without any fear threats or compulsion of her said husband -

Given under my hand and seal this the 17th day of November 1838

Isac Evans J.P. (Seal)

State of Mississippi } Set
Rankin County } I the undersigned clerk of the Court of Probate in and for said County, do certify that Isaac Evans whose signature is officially subscribed to the above certificate of acknowledgment is and was at the time of signing the same an acting Justice of the peace for said County duly commissioned and qualified as such according to law, and that full faith and credit are due and ought to be given to all his official acts as such.

Witness my hand and seal of office at Brandon March 30th 1839

John Tate Cll

C S Tarpley Deed } Recorded for record 22nd April and recorded 1st May 1839
H. R. W Hill } Whereas on the 17th day of April 1837 Garrett H Fitzgerald and May his wife executed to C. S. Tarpley as Trustee a deed of Trust for the purpose of securing to N & I Dick & Co the payment of a certain sum of money therein specified, which said deed was duly recorded in the office of the Probate Court of Madison County in the State of Mississippi, and which deed amongst other property therein specified, conveyed to the said Trustee certain lands hereinafter described and one Negro boy named Moses, and also provided that should default be made in the payment of said debt, then and in that event it should be the duty of the said Trustee upon request of the party of the third part in said Deed to advertise said land and Negroes for sale in some newspaper published in Hinds County and after giving thirty days notice of the time and place, expose said property to sale to the highest bidder for cash & & and whereas default having been made in the payment of said debt and a request having been made by the party of the third part in said Deed, the said Trustee did cause thirty days notice to be given in the Mississippian a newspaper published in Hinds County that on the 13th day of April 1839 at or near Graysold Inn in the town of Clinton the said Land and Negro Boy Moses would be

exposed to public sale under said deed, and according to the provisions thereof and on the day and at the place specifyed in said advertisement the said land therein mentioned being the same specified in said Deed and the said Negro Boy Moses were seperately exposed to public sale to the highest bidder for cash and Henry R. W. Hill being the highest and best bidder the said land was nocked off to him at the sum of three hundred and fifty Dollars, and the said negro boy Moses at the sum of three hundred and twenty Dollars and the said Henry R W. Hill being the highest and best bidder then and there became the bona fide purchaser of said Land and Negro. Now this indenture made and entered into on this the 13th day of April 1839 by and between the said C S Tarpley Trustee as aforesaid of the first part and the said Henry R. W. Hill of the second part witnesseth that the said party of the first part for and in consideration of the premises and the payment of the sum of six hundred and seventy Dollars by the said Henry R. W. Hill the receipt whereof is hereby acknowledged hath this day given, granted, bargained, sold and conveyed, and by these presents doth hereby give, grant bargain, sell, and convey to the said Henry R W. Hill the said Negro boy named Moses and the following described tract of land lying in Madison County State of Mississippi and known and designated as the East half of the South west quarter of Section 25 The South half of the East half of the North West quarter of Section 36 the North half of the west half of South West quarter of Section 25 the North half of the East half of the North West quarter of Section 36 and the west half of the North west quarter of Section 36. all in township 8 Range 3 West. to have and to hold the aforesaid Negro boy Moses and the said tract of Land it being the same described in the Deed of Trust before referred to, to the only proper use benefit and behoof of the said Henry R W. Hill his heirs and assigns forever and the said party of the first part doth hereby and herein covenant for himself and his heirs that he will well and truly warrant and defend the title in and to the said Negro boy Moses and the before described tract of Land to the party of the second part and his heirs against the claim or claims of all and every person or persons whatsoever so far forth as he may or can do by virtue of the powers vested in him as Trustee as aforesaid but no further. In testimony whereof the said party of the first part hath hereunto set his hand and affixed his seal on the day and date above written. C S. Tarpley (Seal)

The State of Mississippi }
Hinds County } Personally came before the undersigned a Justice of the peace for said county C S Tarpley 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 16th day of April 1839
S. Bansall J.P. (Seal)

State of Mississippi }
Hinds County } I S S Scott clerk of the probate court of said county hereby certify that S Bansall whose name is subscribed to the foregoing acknowlegement is an acting Justice of the Peace for said county on this day and that all due faith and credit

are due his acts as such.

Given under my hand and seal of office this 16th day of April 1839

S S Scott clk

William Prichard & wife
Deed
James L Muse

Recieved for record 23rd April and recorded 1st May 1839

This indenture made the eighteenth day of March Eighteen hundred and thirty seven between William Prichard and Francis Prichard his wife of the county of Madison and State of Mississippi of the one part, and James L Muse of the same place of the other part, witnesseth, that the said William Prichard and Frances Prichard his wife for and in consideration of the sum of Five thousand Dollars to them in hand paid by the said James L Muse at and before the sealing and delivering hereof, the receipt whereof they do hereby acknowledge and therefrom acquit and forever discharge the said James L Muse 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 L Muse and to his heirs and assigns forever, all of the following described tract or parcel of land, lying and being in Madison county and state of Mississippi to wit; The East 1/2 of the South East quarter of section six. The West 1/2 of the N.W. 1/4 of section eight. The N 1/2 of section seven, the west 1/2 of the south west 1/4 of section seven, The S 1/2 of the West 1/2 of the South west 1/4 of section 19, The West 1/2 of the N.W. 1/4 and W 1/2 of the S.W. 1/4 of section 30, and the East 1/2 of the N.E. 1/4 of same section all in Township nine 9 range 4 east containing eight hundred and forty acres more or less 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 him the said William Prichard and Frances 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 L. Muse and his heirs and assigns forever in fee simple, to the only proper use and behoof of the said James L Muse and his heirs and assigns forever. And the said William Prichard and Frances his wife for themselves, their heirs, executors and administrators do covenant, promise, grant and agree to and with the said James L Muse and his heirs and assigns by these presents, that, they the said William Prichard and his wife and their heirs, the said above mentioned and described land and premises hereby granted with the appurtenances, unto the said James L Muse and his heirs and assigns, against them the said William Prichard and his wife and their heirs, and against all and every person and persons whomesoever lawfully claiming or to claim the same, shall and will warrant and forever defend by these presents. In testimony whereof the said William Prichard and his wife have hereunto set their hands and affixed their seals the day and date first above written.

William Prichard (Seal)
Frances his X mark Prichard (Seal)

Signed sealed and delivered in presence of:

Interlined before signed

The State of Mississippi } Personally appeared before me William
Madison County } Riley Clerk of the probate Court of said County William Prichard and Frances Prichard who acknowledged that they signed sealed and delivered the above and foregoing deed on the day and year therein mentioned, as their voluntary act and deed, and the said Frances Prichard after being examined by me, separate and apart from her said husband, acknowledged that she signed sealed and delivered the same freely and volu=
=ntarily and of her own accord without the fear, threat or compu=
=lsion of her said husband.

S.S. Given under my hand and seal of office the 18th day of March 1837 William Riley Clerk

Moses C. Ward & wife } Received for record april 23rd 1839 and recorded
Deed } 2nd May 1839
John H. Ward } This Indenture made and entered into this eleventh day of September A.D. one thousand eight hundred and thirty eight between Moses C. Ward and Harriet his wife on the one part and John H Ward on the other part, all of the county of Madison and State of Mississippi, Witnesseth that the said Moses C. Ward and Harriet his wife, for and in consideration of the sum of one thousand Dollars, to them in hand paid by the said John H Ward, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, aliened, conveyed and confirmed unto the said John H. Ward, his heirs and assigns forever, a certain tract or parcel of Land, situate lying and being in the County of Madison and State of Mississippi, Known as the North half of the West half of the South East quarter of section fourteen of Township ten of Range three East, containing forty acres, more or less. To have and to hold the aforesaid land with all and singular the rights profits emoluments, hereditaments and appurtinances of, in and to the same belonging or in anywise appertaining, to the only proper use and behoof of the said John H Ward his heirs and assigns forever, And the said Moses C. Ward and Harriet his wife for their heirs, executors and administrators do covenant and agree to and with the said John H Ward his heirs and assigns, that the before recited land and bargained premises they will warrant and forever defend against the right, title interest or claim of all and every person or persons whatever – In testimony whereof the said Moses C. Ward and Harriet his wife have hereunto set their hands and affixed their seals the day and date above written.

Signed sealed in presents of M. C. Ward (Seal)
attest
Eli Nichols H H Ward (Seal)
Elizabeth Nichols

State of Mississippi } Personally appeared before me Eli Nichols
Madison County } member of the Bord of Police, the within named Moses C. Ward and Harriet H. Ward his wife, who acknowledged that they signed sealed and delivered the foregoing deed, on the priv=
=ate examination of Harriet H Ward separate and apart from her husband she sayith she signed sealed and delivered said deed freely without compulsion or restraint, Given under my

hand this 11th day of September A.D. 1838.

Eli Nichols member
the Board Police.

Samuel Billingsly }
Deed } Recorded for record 23rd April and recorded 2nd May 1839
William Worsham } This Indenture made this twenty second day of April 1839 between Samuel Billingsly of the County of Madison and State of Mississippi and William Worsham of the County and State aforesaid witnesseth that in and for the Consideration of the sum of two thousand Dollars in hand paid to the said Samuel Billingsly by the said William Worsham the receipt whereof is hereby acknowledged, he the said Samuel Billingsly has granted bargained sold and conveyed and by these presents do Bargain sell and convey unto the said William Worsham his heirs and assignes forever, all that tract or parcel of land lying and being in the County of Madison and State of Mississippi known and designated as West half of North west quarter of section Number four Township number ten Range four East also the north half of South west quarter also South half of South west quarter of section number thirty three Township number ten Range four East, also East half of South East quarter of section Thirty two, Township number ten Range four East, and appurtenances and all the estate and title of him the said Samuel Billingsly of in and to the same, to have and to hold the lands hereby conveyed with all and singular the premises unto the said William Worsham his heirs and assigs forever, and the said Samuel Billingsly for himself his heirs executors and administrators, do covenant and agree and promise to and with the said William Worsham his heirs and assignes by these that the premises beforementioned, now are and forever hereafter shall be and remain free from all former gifts, grants liens and incumberances done or suffered to be done by him the said Samuel Billingsly, And the said Samuel Billingsly his heirs executors and administrators all and singular the premises hereby conveyed and sold, with the appurtenances unto the said William Worsham his heirs and assignes against the claims or claims of himself his heirs executors and administrators and all and every other person or persons doth and will warrant and forever defend by these presents. In testimony whereof the said Samuel Billingsly hath hereunto set his hand and affixed his seal the day and year above written

All erasures done before signed sealed & delivered.

Samuel Billingsly (Seal)

The State of Mississippi } Personally appeared before me John T Cameron
Madison County } Clerk of the probate court of said County the above named Samuel Billingsly and acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal of office at Canton this 23rd day of April A.D. 1839

John T. Cameron Clerk

Samuel Billingsley to William Worsham | Received for Record 23rd April & Recorded 3rd May 1839

Bill of Sale

Know all Men by these Presents that I Samuel Billingsley of the County of Madison and State of Mississippi on for the Consideration of the Sum of Seven thousand dollars in hand paid to me by William Worsham the receipt whereof is hereby acknowledged have bargained sold & Conveyed & delivered & by these Presents do bargain sell Convey & deliver unto said Wm Worsham the following described Negroes (to Wit) Nelson a Man of dark Complexion about thirty two years old. Cealy a Woman of Black Complexion about twenty seven years old, Lucinda a Woman of Yellow Complexion aged about twenty seven years. Frank a boy of Yellow Complexion aged about fifteen years. Moses a boy of dark Complexion aged about fifteen years. Caroline a Girl black Complexion about Thirteen years old. Lucret Girl dark Complexion about twelve years old. Ed. a boy black complexion about seven years old, Jack a boy black Complexion aged about three years. Jane Child darked Complexion three years old, all of which Negroes I warrant to be slaves for life and free from all every Claim & Claims of any & every person or persons and sound in Mind & body

as Given under My hand & seal this the 23rd day of April 1839

Samuel Billingsley {seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named Samuel Billingsley and acknowledged that he signed sealed and delivered the within instrument on the day and year therein mentioned as his act and deed.

Given under My hand and seal of Office at Canton this 23rd day of April AD 1839

John T. Cameron Clerk

Wm Worsham To Deed Trust John B Walker | Received for Record April 23rd & Recorded May 3. 1839

This Indenture made this the Twenty Second day of April Eighteen Hundred and thirty Nine Between William Worsham of the County of Madison and State of Mississippi of the first part, And John B Walker of the county and State aforesaid of the second part, Whereas the said William Worsham is justly indebted to John G Billingsley and Samuel H Billingsley in the Sum of Nine Thousand dollars to be paid as follows to wit, Three Thousand dollars on the first day of January Eighteen Hundred and forty also the Sum of Three Thousand dollars on the first day of January Eighteen Hundred and forty one, and also the Sum of Three Thousand dollars on the first day of January Eighteen Hundred and forty Two as by promissory Notes bearing date on the twenty second day of April Eighteen Hundred and thirty Nine more fully appears which debt the said William Worsham is desirous to secure, Now, this Indenture Witnesseth That we and for the consideration of the premises, And also for the further Consideration of five dollars to the said William Worsham in hand paid by the said John B Walker the receipt whereof is hereby acknowledged he the said William Worsham have given granted bargained sold and conveyed, And by these presents do give grant bargain sell and convey unto the said John B Walker his heirs and assigns forever the following described land lying and being in the county of Madison and State of Mississippi and Township ad West half of North West quarter of Section Number four in Town-

Shipe Number Ten Range four East - also the North half of South West quarter and South half of South West quarter of Section Number Thirty Three Township Number Ten Range four East - also the East half of South East quarter of Section Number Thirty two Township Ten Range four East - together with all and singular the premises and appurtenances belonging and appertaining to the premises, To have and to hold the said Land with the appurtenances unto the said John H Walker his heirs and assigns forever. And also the following described Negroes Slaves for life to wit, Nelson a Negro man of dark complexion about thirty two years old, Betsy a Negro Woman of black complexion about Twenty Seven years old, Lucinda a Woman of Yellow complexion about Twenty Seven years old, Frank a Boy of yellowish complexion aged about fifteen years, Moses a boy of Dark complexion aged about fifteen years Caroline a Girl of Black complexion about thirteen years old Jennett a Girl of dark complexion about Twelve years old, Edy a boy dark complexion about Seven years old, Jack a Boy dark complexion about Three years old Jane a Negro child about three years old, which said Negroes to have and to hold unto the said John H Walker his heirs and assigns forever And the said William Worsham for himself his Heirs Executors and administrators do hereby covenant and agree with the said John H Walker his Heir and assigns forever That the aforesaid land and Negroes with all and singular the privileges & rights unto the said John H Walker his heirs and assigns forever he the said William Worsham will and his heirs Executors and administrators shall forever warrant and defend against the lawful claims or claims of all persons upon trust nevertheless That the said John H Walker his heirs and assigns shall permit the said William Worsham his heirs and assigns to remain in quiet possession of the Land and Negroes and all the privileges and rights appertaining to same And to take the rents and profits thereof to his own use, until default be made in the payment of the said sum of Nine thousand dollars either in whole or in parts as the said sum falls due & payable, And then upon the further Trust that the said John H Walker his heirs or assigns upon default of the payment of the whole or part of the sum aforesaid, and upon the request of the said John G Billingsley and Samuel F Billingsley or either of them their Executors or administrators or if the said John H Walker shall think proper without such request to sell said Land & Negroes at public sale or auction for ready money to the highest bidder, having first gave notice in some newspaper in the County or on ten Notice if there be no paper in the County where said land lie and Negroes are for thirty days of the time & place of sale, And out of the money arising from said sale shall after satisfying the charges thereof and all other expenses attending the premises, pay to the said John G Billingsley and Samuel F Billingsley their Executors administrators or assigns the sum of Nine thousand dollars the sum aforesaid mentioned or so much as may be due with interest thereon, And the Ballance if any be paid to the said Wm Worsham the Executors administrators or assigns But if the whole of said debt and interest if any be due thereon shall have been paid fully off and discharged on or before ~~on or~~ before the said first of January Eighteen Hundred and Forty five being the time on which the last payment of said sum of Nine thousand dollars is due then this Indenture is to be void and of no effect - else to remain in full force and Vertue. In testimony whereof the said parties have the day and year above written set their hands & affixed their Seals

Wm M Worsham (Seal)
John H Walker (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named William Worsham and John H Walker 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 23d day of April A D 1839

(Seal) John F Cameron Clerk

X

Gideon Bass } Received for Record April 29th 1839 and Recorded May 4 1839
Deed of Trust } To } State of Mississippi }
Augustus King } Madison County } This indenture Made and entered into this 29th day of April 1839 Between Gideon Bass of the first part of the County and State aforesaid and Augustus King of the second part of the same County and state. Witnesseth that Whereas I. Gideon Bass stand indebted unto the Mississippi & Alabama Rail Road Bank at Brandon Bank in the Sum of three Thousand Dollars bearing date some time in May Eighteen hundred and thirty Eight having reference to said Note. Will more fully show and Whereas Jesse Bass. William B. Daugherty & John D King became my security for the payment of the same And Whereas I. the said Gideon Bass honestly desire to secure & indemnify the said securitys from any Damages or Injury Which may result to them on acct of the said Note Now therefore in consideration of the Sum of One Dollar to me in hand paid by the said Augustus King the receipt thereof I hereby acknowledge hath Bargained Sold Conveyed and Confirmed and by these presents doth Bargain Sell and Convey unto the said Augustus King his heirs executors. administrators and assigns the following property. Slaves and Land Slaves Named as follows Ony & Her Child. Beverley. Virgil. Warrow. Hall. Anthony and Dicey. and the following Lands to Wit the North ½ & ½ N.E ¼ the West ½ N.E ¼ of Section No 4 Range 3 east. the West ½ of the No West ¼ Section No 3 Range 3. East. the South East ¼ of Section No 4 All of Township No 6. Range 3 East. the No West ¼ of the No West ¼ Township Six Range 3 E. Section 4 the E ½ N.E ¼ Township 7 Section 35. Range 3 East the N ½ of W ½ N.W ¼ Section No 6 township 6 Range 3 East the E ½ No E ¼. South ½ West ½ N.E ¼ Section No One town Six Range 2 East. the said Lands lying in the County of Rankin State aforesaid. I the said Gideon Bass do for Myself My heirs Executors Administrators or assigns do Warrant and forever defend the above Named property to be free & clear from the demands of all and every person Whatsoever unto the said Augustus King his Heirs Executors Administrators and assigns for ever in trust Nevertheless and for the following Express Conditions to Wit. that if the said Gideon Bass shall not Satisfy and pay of the aforesaid Note and Interest & Cost Should any occur Whenever payment May be rightfully demanded by the said Brandon Bank in that Case the said Augustus King his heirs Executors Administrators or assigns Shall and May advertise the said Named property. and after advertising the Same twenty days in three or More Public Places shall at the request of the said Securitys Shall proceed to sell the same for Cash at the town of Bassville to the Highest bidder and out of the Money arising from such sale Satisfy and pay off said debt & charges Which may rightfully Occur and the Overplus if any the said Augustus King doth hereby Covenant and agree to pay the said Gideon Bass or his Order Without Delay in Testimony We have hereunto set our hands and affixed our Seals this the 29 day of April A D 1839

Gideon Bass (Seal)
Aug King (Seal)

Test
Milton King
Julius Jackson

The State of Mississippi } Personally appeared before me John F Cameron Clerk of the Probate Court of said
Madison County SS } County the above Named Gideon Bass and Augustus King Who acknowledged that they signed sealed and delivered the foregoing Instrument on the day and Year therein Mentioned as their act and deed. Given under My hand and Seal of office at Canton this 29th day of April A. D. 1839 (Seal)

John F Cameron Clerk

W. P. Anderson } Received for Record April 24th 1839. And Recorded May 4 1839
To } Deed
David M. Porter }

This Indenture Made the first day of May in the Year of our Lord one thousand Eight Hundred and thirty Eight Between William P. Anderson and Ann D Anderson his Wife of the one part and David M. Porter of the Other part Witnesseth that the said Wm P. Anderson and Ann D his Wife. for and in Consideration of Fourteen thousand Dollars to them in hand paid by the said David M. Porter at or before the Sealing and delivering of these presents the Receipt Whereof is hereby acknowledged and the said David M Porter his heirs Executors and Administrators forever realeased 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 said David M. Porter his heirs and assigns forever. All and Singular the undivided half or Moiety to the following described Tracts of Land Known and designated as the North half of Section Eleven and the Southeast quarter of Section Eleven and the North half of the East half of the South West quarter of Section Eleven of Township Ten of Range three East and the West half of the North East Quarter of Section Fourteen and the North half of the East half of the North West Quarter of Section fourteen of Township ten and Range three East and also the North half of the North West quarter of Section Twelve and the South west Quarter of Section One and the South half of Section two and the West half of the northeast Quarter and the East half of the North West Quarter of Section two of township ten of Range three East. and also the East half of the South East quarter of Section three of township ten of Range No Three East. Containing in all about fourteen Hundred Acres More or Less — Together With all and Singular the appurtenances hereditaments, privileges and Advantages Whatsoever. Unto the above described premises belonging or in any Wise appertaining. And also all the Estate. right. title interest and property and Claim Whatsoever either at Law or in Equity of them the said William P. Anderson and Ann D his Wife of in and to the Same — To have and to hold the above granted Bargained and described premises With the appurtenances Unto the said David M. Porter his heirs and assigns forever and the said William P. Anderson and Ann D Anderson for their Heirs Executors and Administrators doth Covenant, grant, promise and agree to and With the said David M. Porter his Heirs and assigns that they the said William P. Anderson and his Wife Ann D Anderson and heirs the above described and hereby granted premises and every part thereof With the appurtenances unto the said David M. Porter and his heirs and assigns against the said William P. Anderson and his said Wife Ann D Anderson 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 for ever defend — In testimony Whereof the said William P. Anderson and Ann D Anderson hath hereunto set their Hands and Seals the day and Year above Written —

W. P. Anderson (Seal)
Ann D Anderson (Seal)

State of Mississippi }
Madison County } Personally appeared before the Undersigned a Member of the board of County police in and for said County William P. Anderson Who acknowledged that he Signed Sealed and delivered the foregoing deed of Conveyance for the Uses and purposes therein Mentioned the day and Year therein Written as his act and deed. Given Under My hand and Seal this 24th day of April 1839

Eli Nichols Member B. P. M. C. (Seal)

State of Mississippi }
Madison County } Personally appeared before the Undersigned a Member of the board of County Police in and for said County Ann D. Anderson Wife of the above Named William P. Anderson Who acknowledged that She Signed Sealed and delivered the foregoing deed of Conveyance as her act and deed and upon examination by Me Seperate and apart from her husband acknowledged that She executed the foregoing instrument as a free relinquishment of Dower Voluntarily Without fear threat or Coercion of her said Husband — Given Under My hand and Seal this 24th day of April 1839

Eli Nichols Member B. P. M. C. (Seal)

E. B. H. Meredith
Mortgage
Mississippi Union Bank

State of Mississippi
Madison County

Received for Record April 25th & Recorded 1st May 1839
Mother Bank Register

Whereas Edward B. H. Meredith a Citizen of said State, residing in the County aforesaid being an owner of Real Estate situated in the State of Mississippi on the 27th 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 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 Edward B. H. Meredith hath Executed his bond or bill single of even date with these presents, payable to the said Mississippi Union Bank, and being descrons 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 Six 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 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 Edward. B. H. Meredith hath offered and agreed to Convey, by Deed of Mortgage, to the said Mississippi Union Bank the following described property to Wit. The North half of the East half of the North East quarter of section Thirty: the North West quarter, and South half of the West half of the North East quarter, the West half of the South East quarter, and the South West quarter of Section Number thirty two in Township Eleven of Range four East, the North East quarter Section Number five in Township Ten of Range four East, Containing in all Eight hundred Acres, more or less, The West half of the South West quarter of Section Number Twelve. The South half of the East half of the South East quarter of Section Number Eleven, The West half of the North West quarter of Section Number Thirteen in Township Ten of Range four East Containing in all Two Hundred Acres be the same More or less, Situate and now being in the County of Madison, which said Property, the Board of Directors of the said Mississippi Union Bank, have as aforesaid duly 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 Edward B. H. Meredith subject however, and hereafter of need be to be graduated and reduced or finally repeated, according to the Principles imposed 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 Edward B. H. Meredith 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 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 Six Millions five hundred thousand dollars of the Bonds of the State as aforesaid) and of the loans which the said Edward B. H. Meredith shall or may obtain from the said Bank as Aforesaid, at such terms and in such proportions as the said Bank in Conformity with the said original act of incorporation may require the said Edward B. H. Meredith is specially desirous to secure as aforesaid.

Therefore, This Indenture Made and entered into this 25th day of April in the year Eighteen hundred and thirty Nine by and between Edward B. H. Meredith and

Margaret 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 Edward B. H. Meredith and Margaret 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, they hereby grant, bargain sell convey and mortgage and by these presents do 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 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 Edward B. H. Meredith 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 Edward B. H. Meredith 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 fifth 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, any thing 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 Edward B. H. Meredith, that there is no judgement against him (or if there be any stating the amount) and that there is no new dower 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 judgement 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 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 judgement 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 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 fifth 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 Edward B. H. Meredith and Margaret his wife have hereunto set their hands and seals on this 23rd day of April in the year of our Lord Eighteen hundred and thirty nine.

E. B. H. Meredith {seal}
Margaret Meredith {seal}

State of Mississippi
Madison County ss } Personally appeared before me Hugh A. H. Lawson Esquire an acting Justice of the peace the within or above named Edward B. H. Meredith 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.

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

State of Mississippi
Madison County ss } I Hugh. A. H. Lawson, an acting Justice of the Peace in and for the County of Madison do hereby Certify, that Mistress Margaret Meredith 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, threat or compulsion of her said husband.

Given under my hand and seal this 24th day of April in the year of our Lord One thousand Eight hundred and thirty Nine

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

David L. Tucker
Mortgage
John S. Tucker

Received for Record April 25th } Recorded May 6th 1839

State of Mississippi
Madison County } Know all men by these Presents that I David L. Tucker in consideration of the sum of five Dollars to me paid by John S. Tucker the receipt whereof I do hereby acknowledge, do hereby grant bargain sell and convey unto the said John S. Tucker his heirs and assigns forever five Certain parcels of land situate in said County to Wit. the East ½ of S.W. ¼ of section 19 & W ½ of N.W. ¼

of Section 30. in Township 11. Range 4 East. To Have and to Hold the same to the said John S. Tucker his heirs and assigns forever. And also for and in Consideration of the payment to me of the aforesaid sum of Money by the said John S. Tucker. I the said David S. Tucker have also granted, bargained and sold and by these presents do grant bargain and sell unto the said John S. Tucker, the goods described below to Wit. one bay horse. and one Black mare all the Cattle now in my possession consisting of Eleven Head, the Hogs now in possession consisting of twenty four head, and the Corn and Cotton now in Cultivation by me, Provided Nevertheless that if the said David S. Tucker his heirs Executors. or administrators shall pay the following described Notes to Which the said John S. Tucker is security (to Wit one Note payable to Jeremiah Flynt. for the sum of of $600.00: dated 11th Jany 1838 & due 1st January 1839. another Note payable to same person of same date. for between five and six hundred dollars due first of Jany 1840 and one Note due 1st Jany 1839 given by me to William Montgomery for of 155.00 with lawful interest. the said John S. Tucker his heirs & assigns being saved harmless by the said David S. Tucker, then this deed shall be void. otherwise shall remain absolute In Witness Whereof I have here to set my hand and affixed my seal this 25th day of April 1839

Signed sealed and delivered in Presence of
W. B. Oglesby

D. S. Tucker {L.S.}

Interlineation of the Words "for between five and six hundred Dollars" done before signing.
D. S. Tucker

State of Mississippi }
Madison County } Personally appeared before me M. C. Cayce an acting Justice of the peace in and for said County David S. Tucker who Certifies that he acknowledged and signed the above Mortgage, and further acknowledged the deed in full
D. S. Tucker

Sworn to and subscribed before me this 25th day of April A.D. 1839
M. C. Cayce J.P.

The State of Mississippi, Madison County, the foregoing hereby Compared from a other credible fall Notes for Claim for the debt intended to be secured hereby, and hereby release and forever discharge the same, from all further liability for the same. Given under my hand and seal this 10th day of May A.D. 1843

S. M. Flournoy
Dud Pinet
John S. Henry } Received for Record April 26th & Recorded May 6th 1839.

This Indenture made and entered into this twenty third day of April in the year of Christ between Samuel M. Flournoy of the one part. and John S. Henry of the other part, both of the County of Madison Witnesseth Whereas Judgments have heretofore rendered in the Madison Circuit Court on Motions or otherwise against the party of the first part for divers sums of Money to Wit in the Case of Selby & Turnbull against him for about $206, Slocomb Richards & Co for about $718. S. B. Sop for about $153 - Gully and Blakey for about $3.850; also for about $2850; also for about $840; also in the Case of the Planters Bank against him for about $300: And these judgments were rendered it is believed but reference to the Cases will show. not only against the party of the first part, but jointly against him and John H. Walker & Warner W. Washington and Whereas in all of these Cases the party of the first part obtained writs of Error which are now pending in the High Court of Errors & appeals for the State of Mississippi & Whereas upon the Bonds required by Law. Wm Bennett & E. B. Warren become & stand as the securities of the said party of the first part, all of which Cases are now pending in said Court: And Whereas the party of the first part is indebted to the Commercial Bank of Vicksburg on a Promissory Note in which S. D. Livingston & K. Walker are securities for about $4600. This Note was made Payable in that Bank: But if the Bank has not negotiated it. the above description will be sufficient to show the truth. Now the party of the first part is deeply desirous to relieve from all liability the said William Bennett & E. B. Warren on the Bonds aforesaid, and the said S. D. Livingston & K. Walker on the note aforesaid. to effect which, and for the Consideration of $50 he hereby bargains & sells aliens & Conveys to the Party of the second Part the following tract of land lying near Canton on which the Party of the first Part now lives containing about Eight

Hundred acres; Also the following Negroes to wit, one Woman Called old Silvey & her Child 3 Months old; Also Diana aged 20 years: Also Mary Jane aged 17 years Micajah and his Wife Mary: Sawney. Perkins. Hardy, old Jim Winny. Charles Silvey. Jim the Child of Charles & Silvey: also six Mules, two Waggons, four Yoke of Oxen, 50 Head of Cattle, & 100 head of hogs. now in his Possession. To Have and to hold the Same, to him & his heirs forever; Never the less on this Condition, that if the Cause aforesaid shall not be reversed & Sd Bennett & Warren should become liable in any event, on account of the aforesaid Bonds, & if the party of the first part does not pay the debt aforesaid for which Livingston & Walton are his Securities: then the party of the second part, in due time to indemnify all of them from their liabilities is to & is hereby authorized to sell the land & Negroes aforesaid, and the other property at the Court House Door in the Town of Canton, on first giving 20 days Notice in writing sealed to said Door of the time, for Cash in hand & apply the Proceeds to their indemnity

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

S. M. Flournoy {Seal}
J. J. Henry {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 Samuel M. Flournoy and John J. Henry who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed for the purposes therein specified

Given under my hand and seal of office at Canton this 26th Day of April AD. 1839

{Seal}

John T. Cameron Clerk

Ann D. Anderson
Relinquishment
Coleman Nichols } Received for Record April 27th & Recorded May 7th 1839

This Indenture Made and entered into this the twenty second day of April Eighteen hundred and thirty Nine between Ann D. Anderson Wife of William D. Anderson of the first part and Coleman Nichols of the second part Witnesseth that the said Ann D. Anderson have for and in a valuable Consideration paid to my said husband William D. Anderson relinquished all my right, title & claim to the said Coleman Nichols to the following parcel of land lying and being in the County of Madison and State of Mississippi and Known and designated in the plat of Surveys of lands in the Choctaw District of said State as being the South half of the North West quarter of Section Twelve in Township Ten Range Three East Containing Eighty acres Moreover I resp. the right of which I forever warrant on my part to the said Coleman Nichols

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

Ann D. Anderson {seal}

The State of Mississippi
Madison County } Personally appeared before me Eli Nichols a Member of the Board of Police the above named Ann D. Anderson on her private examination apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without fear threats or Compulsion of her husband

Given under my hand and seal this 25th Day April 1839

Eli Nichols Member B.P.M.

Mat Gary & Wife acknowledgement Coleman Nichols } Received for Record April 27th & Recorded May 7th 1839.
State of Mississippi
Madison County } This day Mat Gary and Elizabeth Gary Wife of Mat Gary appeared before the undersigned Justice of the Peace in and for the County and State aforesaid and acknowledged that they signed, sealed and delivered the within Indenture for the use within mentioned, Also at the same time Elizabeth Gary the Wife of said Gary appeared before me and after being examined by me separate and apart from her said husband she acknowledged that she signed sealed and delivered ____ relinquished all her right title and claim to the within named premises, without fear threats or compulsion of her said husband.

Given under my hand and seal this 19th day of January 1836

William Somes {L.S.}

S & J. Malone acknowledgement Elijah Hester } Received for Record April 27th & Recorded May 7th 1839
The State of Mississippi
Madison County } I. I. Thompson an acting Justice of the Peace for said County do Certify that Andrew Malone and Nancey Malone do acknowledge that they executed signed sealed and delivered the within Deed for the Purpose therein named as their voluntary act and deed.

Given under my hand and seal this Eighth day of November A.D. 1801

I. I. Thompson J.P. seal

William Smith And Trust McKie & Baker } Received for Record April 26th & Recorded May 7th 1839
State of Mississippi
Madison County } This Indenture made this 26th day of April A.D. 1839 between William Smith of the County and State aforesaid of the one part and Michael S. McKie and James M. Baker of the County and State afores and of the other part, Witnesseth that the said William Smith for and in Consideration of the sum of two hundred dollars to him in hand paid by the said Michael S. McKie and James M Baker at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged has granted bargained and sold and by these Presents do grant bargain and sell unto the said Michael S. McKie and James M. Baker, their heirs Executors and administrators all and singular the personal Estate hereinafter particularly mentioned & expressed that is to say Six Negro Slaves to wit. Thomas aged thirty five years, Harriet thirty years old, Nancey twelve years old. Ann Ten years old. Stepney Nine years old. Francis Eight years old or thereabouts. Also Eight head of horses. fifteen head of Cattle. thirty five head of Hogs. Also one Barrow. Eight Beds. and all the house hold and Kitchen furniture now in the Possession of the said William Smith, as also his present growing crop to wit about eighty acres of Cotton, and thirty acres of Corn. on the Plantation on which the said William Smith now resides, To Have and to hold all and singular the above described Personal Estate, as well as the growing crop aforesaid hereinbefore granted bargained and sold unto the said Michael S McKie, and James M. Baker their heirs. Executors. administrators and assigns. to the only proper use and behoof of the said. Michael S. McKie and James M. Baker their heirs Executors administrators and assigns forever. Provided Always. and these presents are upon this Condition that if the said William Smith his Executors or administrators shall and do well and truly Cause to be paid the following described Promissory Notes. to wit. One for the Amount of fifteen hundred Dollars. payable to the Mississippi Union Bank dated some time about the 26th day of February A.D. 1839 due Nine Months after date signed by the said William Smith as Principal, and signed by M.S. McKie (Michael S. McKie) aforesaid) James M. Baker. John A Powell and Levi Sholder as Securities or endorsers One Note for four Hundred dollars given about the 4th of March due twelve Months

after the date thereof signed by the said William Smith as principal, and endorsed by James M Baker. M. S. McKee (Michael S. McKee aforesaid) Nathan B. Whitehead and Samuel Billingsley. Also a Note for Eleven hundred and fifty four dollars signed by William Smith and John A Powell and payable to M. S. McKee dated January 10th 1837 due the 1st of February AD 1840. Also one Note for seven hundred and ten dollars, due at date and signed the 7th day of May AD 1838. payable to M. S. McKee & signed by William Smith. Also one Note for one hundred and forty five dollars, due 25th day of December AD 1836 and dated October 4th AD 1838. signed by William Smith and payable to M. S. McKee. Also one note for one hundred and thirty eight dollars Payable to M. S. McKee dated July the 25th AD 1838 signed by Wm Smith and due at date, Now and in Case of the payment of the above described notes due and payable as aforesaid by the said William Smith, his heirs Executors or administrators these Presents and every matter and thing herein Contained, shall Cease determine, and be utterly void; any thing herein Contained to the Contrary thereof or any wise notwithstanding

And it is Covenanted and agreed, between the said Parties that entire defeasance shall be made by the said William Smith, in failing to Pay the above described Notes, as well those due M. S. McKee as those in which the said McKee and Baker are endorsers, should the said McKee and Baker actually pay over any Money as endorsers as aforesaid it shall be lawful for the said William Smith to Have hold enjoy, retain in his possession and use all the personal Estate above particularly described bargained and Mortgaged as aforesaid without the hindrance or interruption of the said Michael S. McKee and James M. Baker or their assigns; And it is further Covenanted by the said William Smith that if the said Michael S. McKee and James M. Baker, should have to pay any or all the Money for which they are endorsers or for which they may hereafter become endorsers for the said William Smith or should the said Michael S. McKee not be able to collect the Money due or to be due from the said William Smith to the said Michael S. McKee in twelve Months after any of said Notes shall become due. It is hereby agreed by these Presents, that the said William Smith shall deliver up the above described property to the said McKee and Baker or to the said McKee as the Case may be who are hereby authorized and empowered, after giving three Months Notice in three of the most Public places in the County, as the said Smith shall direct or should he refuse to direct, they themselves are to judge, to sell to the highest bidder all or so much of the above described Property as shall pay them the amount Paid by the said McKee and Baker, or due to the said McKee as the Case may be, In Witness Whereof I the said William Smith have this day set my hand and seal and signed sealed and delivered the same on the day and year above written

Seale

William Smith {Seal}

State of Mississippi
Madison County } Personally appeared before me M. C. Cayce an acting Justice of the Peace of said County William Smith above named who acknowledged that he signed sealed and delivered the foregoing Mortgage Deed on the day and year therein Mentioned as his act and deed.

Given under my hand and seal this 26th day of April AD 1839

M. C. Cayce J P } William Smith.

Wm. G. Hamm
Deed Trust
To Sappy Rollins

Received for Record April 26th & Recorded May 7th 1839

This Indenture made and entered into this 24th day of April AD 1839 between William G. Hamm of Madison County State of Mississippi of the first part and T. C. Sappy & John H. Rollins of the second part, and Sanford Hamm of the third part Witnesseth that whereas the said William G. Hamm is justly indebted to Sanford Hamm in the sum of fourteen thousand and eight hundred dollars due and payable on the first day of May AD 1839. the payment of which debt the said William G Hamm is desirous to secure to the said Sanford Hamm Therefore in Consideration of the premises, and for the further consideration of ten dollars by the said Sappy Rollins on hand paid to the said William G. Hamm the receipt whereof is hereby acknowledged he the said William G. Hamm hath given, granted, bargained, sold and conveyed, and doth hereby give grant bargain sell and convey unto the said Sappy Rollins & their legal representatives, their successors all the right title interest and claim of him the said William G. Hamm in and to that tract or parcel of land in Madison County State aforesaid. Known as the Waverly Place in Township No 9 & 10. of Range 2 East. Containing 1120 acres - with all the improvements thereon, and all the stock, Hogs Cattle, Horses Mules, furniture farming utensils, the present growing Crop, and all the property now on said land Also the following Negro Slaves to Wit Jim alfred Winny. Phil. Ben. Isabella. John. Anthony, Isabella's Child, Bob. Anderson. William Eliza. Frank. Winny, Cyrus. Lin, Polly. Isaac. Sam. Cady. Barthett. Jane, Betsey Kit Eliza, Malinda, Henry. Caroline. Indiana. Peter, Nancy. Jack Nancys Child, Lim, Charlotte. Arnold. Charlottes Child. Green. Rachel. Also the following Horses to Wit. Highway a bay Horse 4 years old; One bay Mare six years old by Saxe Weimar. dam Double head, and One Sorrel Mare seven years old by Gray Florizell &c and also all the interest he the said William G. Hamm may hereafter acquire to the aforesaid property. To Have and to Hold the same to the said Sappy Rollins & to their successors legal representatives &c In trust. Never the lesse that if the said William G. Hamm shall not punctually — the aforesaid sum of fourteen thousand Eight hundred dollars to the said Sanford Hamm on or before the said 1st day of May AD. 1839 then the aforesaid land Negroes & other property shall be subject to be sold for the payment of the same. and the said Sappy Rollins or either of them shall upon the request of the said Sanford Hamm at any time after the 1st of May 1839 aforesaid (the aforesaid debt remaining unpaid) after giving ten days previous notice of time & place of sale proceed to sell at Public auction for Cash on the Public Square in the Town of Canton. County & State aforesaid, the aforesaid property or so much thereof as shall be sufficient to satisfy the aforesaid Debt of $14.800. and all interest thereon and all Costs and Charges of said sale. But if the said William G. Hamm shall punctually pay the aforesaid Debt of $14.800. at the time it shall fall due. then this Conveyance shall be void otherwise to remain in full force & virtue

As Witness our hands & seals this day & year first above written

Wm G. Hamm (Seal)
John H. Rollins. (Seal)
T. C. Sappy (Seal)

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the peace in and for said County William G. Hamm who acknowledged that he sealed, signed and delivered the foregoing Deed in trust as his act and deed and for the purposes therein mentioned

Given under my hand and seal this 24th Day of April 1839
L. A. Salmon J. P. (Seal)

Wm G. Hamm

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County ss } Probate Court of said County John H. Robins and T. C. Tupper
whose names are subscribed to the foregoing instrument and acknowledged that they
signed sealed and delivered the same 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
26th day of April A.D. 1839

John T. Cameron Clerk

Robert Montgomery } Received for Record April 27th & Recorded May 8th 1839
Mortgage } State of Mississippi } Mother Bank District
Mississippi Union Bank } Madison County }

Whereas Robert Montgomery a citizen of said State residing in the County aforesaid (being an owner of Real Estate situated in the State of Mississippi) on the third day of September in the year Eighteen hundred and thirty eight (being within the time Prescribed) at Canton in the County of Madison subscribed for Two hundred & forty Shares of One hundred Dollars each amounting to twenty four 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 re-approved on the fifth February 1838, for which said sum of Twenty four thousand dollars the said Robert Montgomery hath executed his bond or bill Single aforesaid with these Presents. Payable to the said Mississippi Union Bank - and being assigns 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 Two 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 the 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 Robert Montgomery hath offered and agreed to Convey by Deed of Mortgage to the said Mississippi Union Bank the following described Property. to wit - the East half of the South West quarter of Section Number Twenty one. in Township Number Two of Range Number Three East; the West half of the South East quarter of Section Number Twenty in same Township and Range; the South West quarter of same Section Township and Range; the South East quarter of Section Number Nineteen in same Township and Range; the North East quarter of Section Number Thirty in same Township and Range; the North West quarter of Section Number Twenty nine in same Township and Range, the West half of the North East quarter of same Section Township and Range, the North West quarter of the South East quarter of same Section Township and Range, and the North East quarter of the South West quarter of same Section Township and Range containing together Nine hundred and Sixty 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 Robert Montgomery 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 Montgomery doth acknowledge himself debtor to the Mississippi Union Bank, in the said sum of Twenty four thousand 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 Robert Montgomery 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 Montgomery 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 Robert Montgomery a Citizen of the State of Mississippi 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 Montgomery 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 has hereby granted, bargained Sold Conveyed and Mortgaged, and by these presents does grant 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 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 Robert Montgomery 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 Robert Montgomery 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 fifth 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 Robert Montgomery that there is no judgment against him, (or if there be any stating the amount) and that there was none Rendered 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 and forty 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, franchises, 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 judgement 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 the Present Mortgage and the Sums of Money hereby secured, by virtue of the twenty fifth 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 in 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 Robert Montgomery has hereunto set his hand and seal on this 27th day of April in the year of our Lord Eighteen hundred and thirty Nine

Robt Montgomery {seal}

State of Mississippi } SS
Madison County } Personally appeared before me M. C. Cayce Esquire an acting Justice of the Peace in & for the said County the within & above named Robert Montgomery 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 27 day of April AD 1839

M. C. Cayce J. P. {seal}

John S. Tucker } Received for Record April 27th & Recorded May 8th 1839
Deed
William Tucker } This Indenture made and entered into this the twenty seventh day of April One thousand Eighteen hundred and thirty Nine Between John S. Tucker and his wife Lavinia of the first part, and William Tucker-

of the second part all of the County of Madison and State of Mississippi Witnesseth that for and in consideration of the sum of Eight hundred and Eighty dollars to them in hand paid by the party of the second part the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain sell alien convey & confirm unto the party of the second part his heirs & assigns forever a certain tract or parcel of land situated lying and being in the County and state aforesaid being the North East quarter of section twenty five Township Eleven Range three East containing by estimation One hundred and sixty acres more or less which the party of the first part doth convey with all and singular the appurtenances thereunto belonging or in any wise appertaining. To Have and to hold the said tract or parcel of land hereby conveyed together with all the appurtenances unto the said party of the second part his heirs & assigns forever. And the said party of the first part for himself his heirs or assigns doth warrant and defend the right title and claim of the land hereto fore mentioned.

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

J. S. Tucker {Seal}
L. Tucker {Seal}

The State of Mississippi
Madison County ss } Personally appeared before me John L. Cameron Clerk of the Probate Court of said County the above named John S. Tucker and Lavinia Tucker 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 Lavinia Wife of said John S. Tucker 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 without any fear threats or compulsion of her said husband for the purposes therein specified

Given under my hand and seal of office at Canton this 27th day of April AD. 1839

{Seal}

John L. Cameron Clerk

Thomas A Compton
Deed
Felix Compton } Received for Record April 27th & Recorded May 8th 1839.

This Indenture made the 10th day of April in the year of our Lord one thousand eight hundred and thirty Nine between Thomas A Compton & Eliza his wife of the County of Jefferson & State of Mississippi of the one part & Felix Compton of the County of Madison & State aforesaid of the other part Witnesseth that the said Thomas A Compton & Eliza his wife for and in consideration of the sum of Six thousand dollars to them in hand paid by the said Felix Compton at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, and the said Felix Compton his heirs Executors & administrators forever released & discharged therefrom by these presents has granted bargained sold conveyed & confirmed, and by these presents does grant bargain sell convey and confirm unto the said Felix Compton his heirs & assigns forever. All the remaining half or undivided Moiety of the several tracts or parcels of land following that is to say. The South half of Section five & East half of Section Eight & East half of the Northwest quarter of Section Eight. all in Township Nine Range four East, Containing in the whole Eight hundred acres more or less. lying & being situate in the County of Madison & State aforesaid. it being the same that was settled & improved by the Contracting parties & on which the said Felix Compton now resides. together with all and singular the appurtenances hereditaments. Privileges & advantages whatsoever unto the above described Premises belonging or in any wise appertaining — And also all the Estate right title Interest & Property & Claim whatsoever at Law or in Equity of them the said Thomas A Compton & Eliza his wife of

the same. To have & to Hold the above granted bargained & described premises with the appurtenances, unto the said Felix Compston his heirs & assigns forever. And the said Thomas A. Compston & Eliza his wife, for themselves, their heirs Executors and administrators, do Covenant grant, promise and agree to & with the said Felix Compston his heirs & assigns, that they the said Thomas A Compston & Eliza his wife and their heirs the above described & hereby granted premises & every part thereof with the appurtenances unto the said Felix Compston & his heirs & assigns, against the said Thomas A Compston & Eliza his wife and against all persons lawfully or Equitably claiming or to Claim said premises or any part thereof shall & will Warrant & by these presents forever defend.

In Witness whereof the said Thomas A Compston & Eliza his wife have hereunto set their hands and seals the day and year above written

Signed sealed and delivered in Presence of

Thos. A. Compston {seal}
Eliza Compston {seal}

The State of Mississippi } Personally appeared before me the undersigned a Justice of
Jefferson County } the peace & Ex officio Notary Public in and for said County
Thomas A Compston who acknowledged that he signed sealed and delivered the within
as his act & deed. Also Eliza Compston wife of the said Thomas A Compston who having
examined separate and apart from her said husband acknowledged that she signed
sealed & delivered the within voluntarily & of her own free Will without any Compulsion
from her said husband & as her deliberate act & deed.

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

Jno A. Watkins J.P. {seal}

I Certify that the interlineation occurring between the fourth & fifth lines of the third page of the foregoing deed of "and delivered" were made by Consent of the parties to these presents and before the signing & delivery of the same

Jno A Watkins J.P. {seal}

State of Mississippi } I James S. Collier Clerk of the Circuit Court of Jefferson County
Jefferson County } in the State aforesaid do hereby Certify that John A Watkins
whose name appears to the above Certificate is an acting Justice of the peace in
and for said County duly Commissioned and qualified and that all of his acts
as such are entitled to full faith and Credit.

Given under my hand and the seal of said Court this
22nd day of April 1839

{L S}

Jas S. Collier Clk

(298)

James M. Gill } Received for Record April 27th & Recorded May 4th 1839
Deed
Felix Compston } State of Mississippi
Madison County } Know all men by these presents that James
M. Gill and Susan T. Gill of the County of Madison and State of Mississippi have
this day for & in Consideration of the sum of three thousand four hundred dollars
to us in hand paid the receipt whereof is hereby acknowledged, sold and by these
presents do sell and deliver unto Felix Compston of the County of Madison and
State aforesaid all our right title and interest Claim and so forth in and to the
following tracts of land Viz No 13118 The South half of the West half of the
South East quarter of Section No 4 Township Nine Range 4 East, Containing
49 21/100 acres. No 11638. North half of the West half of the South West quarter
Section 3. Township 9 Range 4 East. Containing 49 25/100 acres. No 9.373 (The
East half of the South East quarter Section four) Township 9. Range 4 East Containing
78 42/100 acres. No 9.372. The West half of the North East quarter of Section Nine
Township Nine Range four East, Containing 80 70 acres. No 17303 The South West
quarter of Section Nine. Township Nine Range four East. Containing 160 18/100 acres

No 17304 North half of the West half of the South East quarter of Section four Township Nine Range 4 East Containing 49 61/100 acres lying in the County of Madison and State of Mississippi the title of said tracts of land we bind ourselves our heirs and assigns to warrant and ——— unto the said Felix Compton his heirs and assigns forever.

Witness our hands and seals this twenty sixth day of April one thousand Eight hundred and thirty Nine.

James M. Gill {seal}
Susan S. Gill {seal}

State of Mississippi
Madison County } Personally appeared before me Thomas C. M'Donald an acting justice of the Peace for said County James M. Gill who acknowledged he signed sealed and delivered the foregoing deed for the purposes therein contained on the day and year above written

Given under my hand and seal this twenty sixth day of April 1839

Thos. C. M'Donald J.P. {seal}

State of Mississippi
Madison County } Personally appeared before me Thomas C. M'Donald an acting justice of the Peace for said County Susan S. Gill Wife of James M. Gill who after being examined separately and apart from her said husband says that she signed sealed and delivered the foregoing deed for the purposes therein contained without any influence or compulsion from her husband the day & year above written.

Given under my hand and seal this twenty sixth day of April 1839

Thos. C. M'Donald J.P. {seal}

George Calhoon
And
W. M. & M. M. Flournoy } Received for Record April 28th & Recorded May 9th 1839

This Indenture made and entered into this twenty third day of April 1839. Between George Calhoon of the first part, and Warner M. Flournoy & Mercer M. Flournoy of the second part, all of the County of Madison State of Mississippi Witnesseth that the party of the first part for and in Consideration of the sum of fifteen hundred Dollars to him paid by the party of the second part, the receipt whereof is hereby acknowledged has this day bargained and sold, and by these presents does bargain sell alien and Convey to the party of the second part the following lots or parcels of land to wit, Beginning at a Stake precisely two hundred feet due South of the female Academy lot in Canton, and the South Western part thereof, which is also the South Western Corner of two lots heretofore Conveyed by the party of the first part & Mitchell Calhoon to the parties of the second part, running thence with the Street or Road due South two hundred feet, thence due East four hundred feet, thence due North two hundred feet, thence due West to the beginning. To Have and to Hold said lots to the parties of the second part and their heirs forever, free from the claim of the party of the first part, and all Claiming under him.

In testimony Whereof the party of the first part hath hereunto set his hand and affixed his seal the day and year first above written

George Calhoon {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 George Calhoon who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed

Given under my hand and seal of Office at Canton this 28th Day of April A.D. 1839

John T. Cameron Clerk

S. M. Flournoy Shff
Ded
George Calhoun

Received for Record April 25th & Recorded May 9th 1839

This Indenture Made and entered into this fourth day of March Anno Domini One thousand Eight hundred and thirty nine, Between Samuel M. Flournoy, Sheriff of Madison County, Mississippi, of the first part and George Calhoun of the second part, Witnesseth, that Whereas, Judgement was rendered by the Circuit Court of the County of Hinds against John W. S. Minor in the following case, viz at the November Term 1836 of said Court at the suit of Lewis Rundell for the sum of Nineteen hundred and four & 42/100 Dollars which will appear by reference to the Minutes of said Court, with interest at the rate of Eight per Cent per annum, from date until paid and Cost of Suit. And whereas a Writ of fieri facias issued from the office of the Clerk of the Circuit Court aforesaid, directed to the Sheriff of Madison County aforesaid, commanding him that of the goods and Chattels, lands and tenements of the aforesaid John W. S. Minor he Cause to be made the sum of Money mentioned in said Writ of Fieri facias to render to the said Plaintiff at the May Term A.D. 1839 of said Court, and the said Sheriff in Conformity of the Command of said Writ, proceeded on the 28th day of January 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 W½ N.E¼ & E½ S.W¼ of Section No 24 of Township No 10. of Range No 4 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 fourth day of March A.D. 1839 in the Madison Whig a Democratic a public News Paper 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 fourth day of March AD 1839 to offer the same for Sale at the Court house door aforesaid to the highest bidder for Cash, and George Calhoun appeared and bid — — — dollars and Seventy five Cents per acre, which was more than any other person did or would bid. Therefore for and in Consideration of the aforesaid Sum of — Dollars and seventy five Cents per acre to me in hand paid the receipt of which 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 George Calhoun all the right title, interest and Claim of the aforesaid John W. S. Minor in and to the aforesaid tract or parcel of land with all and singular the appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the same forever, free from the said John W. S. Minor 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 (Seal)

The State of Mississippi
Madison County ss } Personally appeared before me John L. Cameron Clerk of the Probate Court of said County the above named Samuel M. Flournoy Sheriff & Gator acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein Mentioned as his act and Deed as Sheriff as aforesaid.

Given under my hand and seal of office at Canton this 25th Day of April AD. 1839

John L. Cameron Clerk

George B. Salmon } Received for Record April 26th & Recorded May 9th 1839
Deed Gift
Sarah S. Salmon } Know all men by these — that I George B. Salmon of the County of Madison and State of Mississippi for and in consideration of the natural affection which I bear my aunt Sarah Jane Salmon as well as the sum of Two hundred dollars by her to me in hand paid the receipt whereof is hereby acknowledged, have this day bargained and sold given granted and demised and by these presents do give grant bargain sell and demise unto the said Sarah Jane Salmon and to the heirs of her body by her present husband Tooke S Salmon begotten forever a Negro boy slave about four years old named Anderson To Have and to hold the said Negro boy Anderson unto the said Sarah Jane Salmon, and the heirs of her body begotten as aforesaid forever and I the said George B. Salmon hereby warrant said Negro boy sound in Body and Mind and a slave for life, and will forever warrant and defend him against the lawful claims of all persons claiming or to claim whatsoever.

In testimony whereof I have hereunto set my hand and seal this the twenty fifth day of April A.D 1839

State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court in & for the County of Madison the above named George B. Salmon who acknowledged that he signed, sealed and delivered the foregoing and above written deed as his act and deed for the purposes therein specified

Witness my hand and seal of office this the 26th day of April A.D 1839

G. B. Salmon {seal}

John T. Cameron Clerk

Henry Phillips } Received for Record April 27th 1839 & Recorded 9th May 1839
Deed
Thos. S. Moore } State of Mississippi
Madison County } Know all men by these Presents that we Henry Phillips and Elizabeth B. Phillips husband and wife of the State and County aforesaid for & in Consideration of the sum of Four Thousand Dollars to us in hand paid by Thomas S. Moore of the said State & County the receipt of which is hereby acknowledged have granted, bargained sold & conveyed & by these presents we do grant bargain sell & convey unto the said Thomas S. Moore his heirs and legal representatives in fee simple forever a certain tract of land lying being & situate in the County & State aforesaid Known described as follows (to wit) S. W 1/4 of W 1/2 S E 1/4 of Section No 17. E 1/2 S E 1/4 of Section No 18 Township 10 & Range 3 East together with all the rights tenements hereditaments & appurtenances thereunto belonging. To Have & to Hold to him the said Thomas S. Moore his heirs & legal representatives in fee simple forever, And we do bind ourselves, our heirs & legal representatives to warrant & defend the said lands & tenements unto the said Thomas S. Moore his heirs & legal representatives forever against all Claims Dowers, freeholds & encumbrances & against the Claims of any & every person whomsoever.

In testimony whereof we have hereunto subscribed our names & affixed our seals this — day of April in the year of Our Lord One thousand eight hundred & thirty nine.

Henry Phillips {seal}
Elizabeth B. Phillips {seal}

State of Mississippi
Madison County } Know all men by these presents that I Elizabeth B. Phillips wife of the within named Henry Phillips do hereby remise release & give a quit Claim to all my right title & interest to Dower in the within conveyed land to Thomas S Moore & I do hereby forever bar my legal representatives from the same.

Given under my hand and seal this — day of April 1839

Elizabeth B. Phillips {seal}

The State of Mississippi } Personally appeared before me the undersigned Justice of
Madison County } the Peace in & for said County Henry Phillips who acknowledged
that he signed sealed & delivered the foregoing deed for the purposes therein specified
& at the time therein set forth as his own act & deed. Also Elizabeth B Phillips
wife of the said Henry Phillips who being examined by me separate & apart from
her husband acknowledged that she signed sealed & delivered the foregoing deed
& also her relinquishment of right to dower to the land conveyed by said deed at
the time therein specified without fear threat or compulsion on the part of
her said husband as her own voluntary act & deed.

Given under my hand & seal this 23rd day of April 1839

Charles Moore J. P. {seal}

John Duke & wife } Received for Record April 27th & Recorded May 9th 1839
Deed
Thos S Moore } State of Mississippi
Madison County } Know all men by these presents that We John
Duke & Mary H. Duke husband & wife of the State & County aforesaid for & in consid-
eration of the sum of Two thousand dollars to us in hand paid by Thomas S Moore
of said State & County the receipt of which is hereby acknowledged, have granted bargained
sold & conveyed & by these presents do grant, bargain sell & convey to the said Thomas
S Moore his heirs & legal representatives in fee simple forever, a certain tract of
land lying being & situate in the County & state aforesaid known & designated as
follows to wit, The E½ N. E¼ Section No 19 and W½ N W¼ Section No 20
Township 10 Range 3 East together with all the rights, tenements & appur-
tenances thereunto belonging. To have & to hold to him the said Thomas S. Moore
his heirs & legal representatives forever, And we do bind ourselves our heirs &
legal representatives to warrant & defend the said land & tenements unto the
said Thomas S. Moore his heirs & legal Representatives forever against all Claims
Dowers, feoffments & encumbrances and against the claims of any person or persons
whomsoever — In testimony Whereof We have hereunto subscribed our Names
& affixed our seals this fourth day of March in the year of our Lord one thousand
Eight hundred & thirty Nine

Attest
Samuel C Ford } John Duke {seal}
Mary H. her X mark Duke {seal}

State of Mississippi } Know all men by these presents that I Mary H Duke the Wife
Madison County } of the above named John Duke do hereby remise release & give
a quit Claim to all my right title & interest to dower in the above conveyed land
to Thomas S Moore & I do hereby forever bar my heirs & legal representatives from the same

Given under my hand & seal — fourth — day of March 1839

Mary H her X mark Duke {seal}

The State of Mississippi } Personally appeared before the undersigned Justice of the
Madison County } Peace John Duke who acknowledged that he signed sealed and delivered the foregoing
deed for the purposes therein specified as his own act & deed.

Also Mary H Duke wife of the above named John Duke who being exam-
ined by me separate and apart from her husband acknowledged that she signed
sealed and delivered the foregoing deed and also her relinquishment of right
of Dower to land conveyed by said deed without fear threat or compulsion on
the part of her said husband as her own voluntary act & deed.

Given under my hand and seal this 4th day of March
AD 1839

H. A. K. Lawson {JP}

Willis Walton & wife } Received for Record April 27th & Recorded May 9th 1839
Sled
Lewis M. Garrett } This Indenture made this 27th day of April Anno Domini One thousand Eight hundred and thirty Nine between Willis Walton and his wife Margaret of the first part, and Lewis M. Garrett of the second part, all of said parties being 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 twenty five hundred Dollars by the said Garrett to them in hand paid the receipt whereof the said parties of the first part do hereby acknowledge have granted, bargained, and sold, and by these Presents do grant, bargain and sell unto the said Garrett the following described tract of land being and lying partly in the East half of the North West quarter, and partly in the West half of the North East quarter of Section No Nineteen Township Nine Range three East, in the County and State aforesaid, and bounded as follows, viz, Commencing Three hundred and sixty five yards due East from the North East Corner of lot No Seven in Square No Eight of the Town of Canton, according to the original plan of said Town, at a stake, Running thence South four hundred and forty yards, thence East, two hundred and twenty yards, thence North four hundred and forty yards thence West to the beginning, Containing twenty acres, To Have and to hold said tract of land with its appurtenances, unto the said Garrett his heirs and assigns forever, and the said parties of the first part, for themselves their heirs Executors and administrators, against all Claiming under them and against all other person or persons Whomsoever the title to said tract of land do and will forever warrant and defend unto said Garrett by these Presents,

In testimony Whereof the said parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.
The Words "with its appurtenances" written between the nineteenth and twentieth lines from the top before signing,

Willis Walton {Seal}
Margaret Walton {Seal}

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Willis Walton and Margaret Walton his wife who acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and Deed. — And the said Margaret Wife of said Willis Walton 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 without any fear threats or Compulsion of her said husband.

Given under my hand and seal of Office at Canton
{Seal} this 27th day of April A.D. 1839
John T. Cameron Clerk

John Briscoe & wife } Received for Record April 27th & Recorded May 9th 1839
Sled } The State of Mississippi
Lewis Livingston } Madison County } Know all men by these Presents that I John Briscoe for and in Consideration of the sum of Three hundred dollars to me in hand paid by Lewis Livingston the receipt of which is hereby acknowledged, have this day granted, bargained, sold Conveyed and Confirmed and by these Presents do grant bargain sell, convey and Confirm unto the said Lewis Livingston his heirs and assigns forever a certain lot or parcel of ground, situate lying and being in the Town of Canton and South of the original boundary of said Town, bounded and described as follows Viz Beginning at a stake, the Corner of Jones and Academy Streets

as at present laid out running thence due South with Union Street One hundred feet to a stake the North West Corner of Grimes Stable lot, thence due East with his line two hundred feet to the South West Corner of Wesley Grimes Stable lot, thence North with his line One hundred feet to Academy Street. thence West with said Street two hundred feet to the Beginning. together with all and singular the appurtenances thereunto belonging. To Have and to hold the above described and hereby granted premises together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Lewis Livingston his heirs and assigns to her and their only proper use benefit and behoof forever and the said John Briscoe for himself his heirs Executors and administrators do the Covenant and agree to and with the said Lewis Livingston his heirs & that he is well seized in fee of the aforegranted premises. that the same are conveyed free and quit of all incumbrances that he has good right to sell and convey the same as aforesaid. and that he will and his heirs Executors and administrators shall forever warrant and defend the title to the aforegranted Premises with the appurtenances unto the said Lewis Livingston his heirs & against the lawful demands of all persons whatever,

And I Jane Briscoe the wife of the above Grantor John Briscoe for and in consideration of the sum of Ten Dollars to me in hand paid the receipt whereof is hereby acknowledged do by these Presents grant bargain sell remise release and forever quit Claim unto all and singular any right title Claim or interest which I now have or may have heretofore had. whether of Dower or otherwise of in to or out of the aforegranted Premises unto the said Lewis Livingston his heirs Executors or administrators forever.

In testimony whereof the said John Briscoe and Jane Briscoe his wife have hereunto set their hands and affixed their seals this twenty seventh day of April A.D. 1839

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 who 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 without any fear threats or Compulsion of her husband.

Given under My hand and seal of office at Canton this 27th day of April A.D. 1839

John T. Cameron Clerk

John Ratliff
And
William Ratliff } Received for Record April 29th & Recorded 10th May 1839
State of Mississippi
Madison County } Know all men by these presents that I John Ratliff and Catharine Ratliff my wife of the County and State aforesaid have this day for and in Consideration of the sum of forty Eight dollars to them in hand paid by William Ratliff the receipt whereof is hereby acknowledged we have bargained sold and delivered and by these presents do grant bargain sell and deliver unto William Ratliff of the County and state aforesaid our undivided interest in the following described land lying and being in the County of Madison and State of Mississippi and known in Plat of Survey as the East half of the North East quarter of Section Thirty six in Township Eight Range Two East together with all and singular the appurtenances thereto. To Have and hold unto the said William Ratliff his heirs and assigns forever as

an Estate in fee Simple. And I the said John Ratliff and Catharine my Wife for our heirs Executors and administrators do Covenant warrant and forever defend the estate hereby conveyed to the said Wm Ratliff his heirs and assigns against the Claim or Claims of all persons. Given under our hands and seals this 27th day of April 1839

Attest

Jno Caldwell

John Ratliff {seal}

Katharine her mark Ratliff {seal}

This Indenture is made in lieu of one made by the Parties to Wm Ratliff bearing date 30th day of November 1830 and on Record in Book of Deeds A Page 201. which deed is defective and of no effect.

State of Mississippi } Personally appeared before me the undersigned acting Justice
Madison County } of the Peace in and for said County John Ratliff and Katharine Ratliff who acknowledges that they signed sealed and delivered the within written deed as their act and deed on the day and year therein mentioned. At the same time I examined Katharine Ratliff separate and apart from her said husband and she acknowledges that she signed sealed and delivered the within deed without fear threat or compulsion of her said husband

Given under my hand and seal this the 27th day of April 1839

Charles Moore J.P. {seal}

Thomas Reynolds } Received for Record April 29th & Recorded May 10th 1839
Ind.
A. C. Wisdom }

This Indenture made and entered into on the twenty fifth day of april one thousand Eight hundred & thirty nine between Thomas Reynolds and Sarah Reynolds his wife of Madison County and the State of Mississippi of the first part, and Andrew C. Wisdom of Benton County and State of Missouri of the second part, Witnesseth that the said Thos Reynolds and Sarah his wife for and in . . . . . of the sum of Six hundred dollars to them in hand paid the receipt whereof is hereby acknowledged hath on the day and date above written bargained and sold and do by these presents bargain sell and convey unto the said Andrew C. Wisdom his heirs Executors and assigns the later parcel of land to wit. The West half of the South West quarter of Section thirty Six in Township Eight Range three West, and the North half of the East half of the South East quarter of section thirty five in the same Township and Range above written Containing one hundred & twenty acres more or less. together with the appurtenances thereunto belonging or in any wise appertaining. To Have and to hold the above named lands to the said Andrew C. Wisdom his heirs Executors and assigns to the sole and only use and behoof of the said Andrew C. Wisdom his heirs and assigns forever, the title whereof we the said Thomas Reynolds and Sarah his wife will warrant and defend against all lawful Claims whatsoever, and we the said Thos Reynolds and Sarah Reynolds bind ourselves our heirs Executors and assigns to warrant and defend the said title of the above land forever.

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

Thomas Reynolds {seal}

State of Mississippi } Sarah her mark Reynolds {seal}
Madison County } Personally appeared before me Wm Varnell an acting Justice of the Peace in and for the above named County Thos Reynolds who acknowledged that he signed sealed and delivered the foregoing deed for the purposes therein expressed. Also appeared at the same time Sarah Reynolds who being by me separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing for the purposes therein expressed as her own voluntary act without any fear threats or compulsion from her husband but as her own voluntary act and deed. . . . . .

signed sealed and delivered before me the day and year first above written
Wm Varnell J.P.

Lebbeus French
And Trust
Wm S Bailey

Received for Record April 29th 1839 & Recorded May 10th 1839

This Indenture made and entered into this twenty fourth day of April in the year of our Lord Eighteen hundred and thirty nine between Lebbeus French of the first part, William S Bailey of the second part and Thomas H. Christmas of the third part, all of the County of Madison and state of Mississippi
Whereas the said Thomas H. Christmas is liable as endorser, for the debts of the said Lebbeus French to the amount of Five thousand dollars or thereabouts, and whereas the said Lebbeus French is desirous of securing the said Thomas H. Christmas against any loss on account of his said liability. Now therefore this Indenture Witnesseth that the said Lebbeus French for and in Consideration of the sum of One Dollar to him in hand paid by the said William S Bailey the receipt whereof is hereby acknowledged, and for the further Consideration of the premises hath this day granted, bargained & sold & by these presents doth grant, bargain sell & convey unto the said William S Bailey his Successors or legal representatives the following described property to Wit, One four Horse Waggon, fifteen head of Horses, Lot of Corn & fodder one thousand pounds of Meat, all the interest which the said Lebbeus French has in & to the Notes accounts and books containing accounts due to Christmas & French. Two Carriages, One Hackney, and all the household and Kitchen furniture of the said Lebbeus French. To Have and to Hold the above described property unto him the said William S Bailey, his Successors or legal representatives forever. In Trust, however and upon the following Conditions to Wit, That if the said Lebbeus French shall fail to save harmless the said Thomas H Christmas from any loss on account of his said endorsements, and the said Thomas H Christmas shall have to suffer loss or pay Money for said Lebbeus French on account of his said endorsements then and in that Case the said William S Bailey or his Successors or legal representatives is hereby authorized and empowered to sell the above described property or so much thereof as may be sufficient to indemnify said Christmas after having been requested so to do by the said Thomas H. Christmas, and after having advertised the same for the space of Sixty days in the Madison Whig Advocate or some other News paper which may be printed in Canton. But if the said Lebbeus French shall well and truly pay all the debts for which the said Thomas H Christmas is liable as endorser as aforesaid. then and in that Case this deed shall be null and void.
all interlineations & erasures made before the signing & sealing of these Presents,
signed sealed & delivered in Presence of.

L. French {Seal}
Wm S. Bailey {Seal}
Thos H. Christmas {Seal}

The State of Mississippi
Madison County ss } Personally appeared before me John. S. Cameron Clerk of the Probate Court of said County the above named Lebbeus French and William S Bailey who acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

{Seal} Given under my hand and seal of Office at Canton this 25th Day of April AD 1839

John. S. Cameron Clerk

The State of Mississippi
Madison County ss } Personally appeared before me "John" S Cameron Clerk of the Probate Court of said County the above named Thomas H Christmas who 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 29th Day of April AD 1839
John L. Cannon Clk
{Seal}

Helen C. Ferriday Relinquishment Wm. P. Perkins } State of Mississippi Mississippi Adams County } Whereas My husband & my self did on the first day of March AD 1837 join in a deed of Conveyance to William P. Perkins of Madison County State of Mississippi by which we conveyed to said Perkins all our interest and title to various parcels of land situate in said County of Madison & State of Mississippi, and Whereas owing to an informality in the acknowledgement of said deed by me some doubt is entertained whether or not my interest in said land passed to said Perkins by said deed. Now in Consideration of the premises above stated as well as for the further consideration of one dollar to me paid before the signing and sealing of these presents. I Helen C. Ferriday wife of William Ferriday a Citizen of Natchez and State of Mississippi who is mentioned in and signed, sealed and delivered the deed above referred to. do hereby bargain, sell, and relinquish to William P. Perkins aforesaid all my right title and interest of Whatsoever nature to the parcels of land mentioned in & conveyed by the deed aforesaid. to wit. The W½ of the S.W¼ and the East half of the South East quarter, of section twenty five — The South East quarter of section twenty six — The North East quarter, and the East half of the South East quarter of section thirty five. The West half of the North West quarter, and the West half of the South West quarter, and the East half of the North West quarter, and the East half of the South East quarter, of section thirty six. all in Township Ten of Range Two East, and also the West half of the South West quarter of section thirty, the West half of the North West quarter, and the East half of the North West quarter, of section thirty one — of Township Ten of Range three East, Also the West half of the North West quarter of section two in Township Nine of Range two East, Containing in all one thousand two hundred, and Eighty seven 100 acres. To Have and to hold the above lands with its appurtenances unto the said William P. Perkins his heirs & assigns forever

Witness My hand and seal this fourth day of April One thousand Eight hundred and thirty nine.

Helen C. Ferriday {Seal}

State of Mississippi Adams County } Personally appeared before me Ralph North Clerk of the Probate Court of said County Helen C. Ferriday wife of William Ferriday & being by me examined privately and apart from her husband, acknowledged that she signed sealed and delivered the foregoing deed as her act and deed, freely and voluntarily without any fear threat or compulsion of her said husband.

Witness my hand and seal of office this the fourth day of April 1839

Ral North Clk

Agnes F. McCalebb Deed of Release Wm. P. Perkins } State of Mississippi Claiborne County } Whereas my husband & myself did on the first day of March Eighteen hundred and thirty seven join in a deed of Conveyance to William P. Perkins of Madison County State of Mississippi by which we conveyed to said Perkins all our interest and title to various parcels of land situated in said County of Madison & State of Mississippi, and whereas owing to an informality in the acknowledgement of said deed by me, some doubt is entertained whether or not my interest in said land passed to said Perkins by said deed. Now in Consideration of the Premises above stated as well as for the further Consideration of One Dollar to me paid before the signing and sealing of these presents. I Agnes F. McCalebb wife of Theodore H. McCalebb a Citizen of the City of New Orleans Louisiana who is mentioned in and signed sealed and delivered the deed above referred to, do hereby bargain, sell and

relinquish to William P. Perkins aforesaid all my right title and interest of whatever nature to the parcels of land mentioned in & conveyed by the deed aforesaid to wit, The W½ of the SW¼ and the East half of the South East quarter of section twenty five— The South East quarter of section twenty six The North East quarter, and the East half of the South East quarter of section thirty five— The West half of the North West quarter, and the West half of the South West quarter and the East half of the North West quarter, and the East half of the South West quarter. and the West half of the South East quarter, of section thirty six all in Township Ten of Range two East, and also the West half of the South West quarter of section Thirty. The West half of the North West quarter, and the East half of the North West quarter of section Thirty one - of Township Ten Range Three East— also the West half of the North West quarter of section Two in Township Nine of Range two East, Containing in all one thousand two hundred and eighty ~~seven too~~. acres. To Have and to Hold the above lands with its appurtenances unto the said William P. Perkins his heirs & assigns forever,

Witness my hand and seal this fourth day of May One thousand Eight hundred and thirty Nine

Agnes F. McCaleb {Seal}

State of Mississippi } Personally appeared before me Nicholas McClougald Judge of Probate
Claiborne County } in & for said County Agnes F. McCaleb wife of Theodore H. McCaleb and being by me examined privately and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed, as her act and deed, freely & voluntarily without any fear threat or compulsion of her said husband.

Witness my hand and Common seal this the fourth day of May 1839

N. McClougald {Seal}
Probate Judge

Matilda A. Bennett
Deed of Release
Wm P. Perkins

Received for Record & Recorded May 10th 1839

State of Louisiana
City of New Orleans } Whereas my husband & myself did on the first day of March Eighteen hundred & thirty seven join in a deed of Conveyance to William P. Perkins of Madison County Mississippi by which we conveyed to said Perkins all our interest and title to various parcels of land situated in said County of Madison & State of Mississippi, and Whereas owing to an informality in the acknowledgement of said deed by me, some doubt is entertained whether or not my interest in said land passed to said Perkins by said deed— Now in Consideration of the Premises above stated as well as for the further consideration of one dollar to me paid before the signing and sealing of these presents, I, Matilda A. Bennett wife of Henry L. Bennett a Citizen of the City of New Orleans & State of Louisiana who is mentioned in and signed sealed and delivered the deed above referred to. do hereby bargain sell and relinquish to William P. Perkins aforesaid all my right title and interest of whatever nature to the parcels of land mentioned in and conveyed by the deed aforesaid to wit. The W½ of the SW¼ and the East half of the South East quarter, of section twenty five The South East quarter of section twenty six. The North East quarter, and the East half of the South East quarter of section thirty five, The West half of the North West quarter, and the West half of the South West quarter, and the East half of the North West quarter, and the East half of the South West quarter; and the West half of the South East quarter of section thirty six all in Township Ten of Range two East, and also the West half of the South West quarter of section thirty. The West half of the North West quarter, and the East half of the North West quarter of section thirty one, of Township Ten of Range Three East, Also the West half of the North West quarter of section Two in Township Nine of Range Two East, containing in all, one thousand, two hundred and Eighty seven too acres. To Have and to hold the above lands with its appurtenances unto the said William P. Perkins his heirs & assigns forever

Witness my hand and seal this Ninth day of April One thousand Eight hundred and thirty Nine.

Matilda A. Bennett {Seal}

State of Louisiana } District Court of the United States in for the Eastern District of Louisiana
City of New Orleans } Personally appeared before me P. K. Lawrence Esq. Judge of the District Court in and for the Eastern District of Louisiana. Matilda A. Bennett wife of Henry L. Bennett who being by me examined separately and apart from her said husband, acknowledged that she signed sealed and delivered the foregoing deed as her act and deed freely and voluntarily without any fear threat or compulsion of her said husband

Witness my hand this tenth of April 1839

P. K. Lawrence U.S. Judge

John A. Powell } Received for Record April 29th & Recorded May 11th 1839
Sled } State of Mississippi }
Michael S. McKie } Madison County } This Indenture Made and entered into this 27th day of January Anno Domini Eighteen hundred and thirty seven Between John A. Powell and Charlotte Powell his wife of the County and State aforesaid of the first part and M. S. McKie of the same County and State of the other part Witnesseth that for and in consideration of the sum of thirty five hundred dollars in hand paid to the said J. A. Powell and Charlotte Powell his wife by the said M. S. McKie the receipt whereof is hereby acknowledged he the said J. A. Powell & Charlotte his wife have given granted sold aliened enfeoffed and conveyed, and — these presents doth give grant, bargain sell alien enfeoff and convey unto the said M. S. McKie and to his heirs and assigns forever a certain tract or parcel of land being and lying in the County aforesaid and known and designated on the Map of said County as the N½ E½ of SW¼ of Section No 3 Township No 9 of Range No 4 East, also S½ E½ of N E¼ of Section No 3 township 9 Range 4 East, containing One hundred acres be — same more or less, together with all the privileges improvements, hereditaments and appurtenances thereunto belonging, To Have and to Hold the said aforesaid bargained premises unto the said M. S. McKie his heirs and assigns forever, And the said J. A. Powell and Charlotte his wife for themselves their heirs Executors, Administrators and assigns covenant and agree and bind themselves by these presents, to warrant and forever defend the aforesaid tract of land with all the privileges improvements &c as aforesaid unto the said M. S. McKie his heirs Executors and Administrators against the lawful claims of all persons whatsoever,

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

Signed sealed and delivered in Presence of. John A. Powell {seal}
Charlotte Powell {seal}

The State of Mississippi }
Madison County. } Personally appeared before me William Riley Clerk of the Probate Court of said County John A. Powell and Charlotte Powell who acknowledged that they signed sealed and delivered the above and foregoing deed on the day and year therein mentioned as their voluntary act and deed. And the said Charlotte being examined by me separate and apart from her said husband acknowledged that she signed the same freely and without the fear threats or compulsion of her said husband.

Given under My hand and seal of office at Canton this 27th day of January 1839

William Riley Clerk

State of Mississippi }
Madison County } Personally appeared before me James M. Baker a Justice of the Peace of said County, Charlotte Powell who being by me ~~privately~~ examined apart from her husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed freely without any fear ~~threat~~ or compulsion of her husband on the day and year therein mentioned in said deed.

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

James M. Baker J. P. {seal}

James C. Napier
Deed
M. S. McRie

Received for Record April 29th & Recorded May 11th 1839

State of Mississippi
Madison County

This Indenture made and entered into this 15th day of February Anno Domini Eighteen hundred and thirty six between James C. Napier of the County and State aforesaid of the first part and M. S. McRie and Thomas Williams of the same County of the other part, Witnesseth that for and in Consideration of the Sum of Eight thousand and five hundred dollars in hand paid to the said James C. Napier by the said McRie & Williams the receipt whereof is hereby acknowledged, he the said James C. Napier has given granted bargained sold aliened enfeoffed and Conveyed and by these presents doth give, grant, bargain, sell, alien enfeoff and Convey unto the said McRie & Williams and to their heirs and assigns forever a Certain tract or Parcel of land lying and being in the County aforesaid and known and designated on the Map of said County, as the North ½ East ¼ of South West ¼, and the North ½ West ½ of South East ¼ and the South ½ W ½ of South East ¼ of Section No 36. Township No 10 Range No 4 East, and the North ½ East ½ of North West ¼. and the West ½ of North East ¼ and the South ½ East ½ of North East ¼ of Section No 3 Township No 9 Range No 4 East. Containing about Three hundred and twenty acres be the same More or less, together with all the Privileges, improvements hereditaments and appurtenances thereunto belonging. To Have and to hold the same aforesaid bargained premises unto the said McRie & Williams their heirs and assigns forever, and the said James C. Napier do th for himself his heirs Executors & administrators and assigns Covenant and agree and bind himself by these presents to warrant and forever defend the aforesaid tract of land with all the Privileges improvements &c as aforesaid unto the said McRie & Williams their heirs Executors and administrators against the lawful Claims of all persons whatsoever.

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

Signed sealed and delivered in Presence of
T. C. Tupper

James C. Napier {seal}

State of Mississippi
Madison County

Personally appeared before me James M. Baker a justice of the peace of said County the above named James C. Napier 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 17th day of April A D 1839

James M. Baker J. P. {seal}

S. S. Thompson
Deed
M. D. Shelby

Received for Record April 29th & Recorded May 11th 1839

This Indenture made the Sixteenth day of October in the year of our Lord Eighteen hundred and thirty four between James S. Thompson and Sarah S. L. Thompson the wife of the said James S. Thompson of the County of Madison and State of Mississippi of the first part, and Marquis D. Shelby of said County of the second part, Witnesseth that the said party of the first part, for and in Consideration of the sum of One thousand dollars to us in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged hath bargained and sold, and by these presents doth bargain and sell unto the said party of the second part and to his heirs and assigns forever all that tract of land lying in the County aforesaid being the West half of the South East quarter. East half of the South West quarter and South half of the East half of the North West quarter Section Nineteen. Township No Ten and Range Five East. Containing two hundred acres More or less together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions Remainder or remainders rents issues and Profits

thereof, and also all the Estate right title interest Claim or demand whatsoever of him the said party of the first part either in law or Equity of in and to the above bargained premises and every part and parcel thereof To Have and to hold to the said party of the second part his heirs and assigns to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever,

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

Test

James S. Thompson {Seal}
Sarah S. L. Thompson {Seal}

The State of Mississippi }
Madison County } Be it remembered that on the 17th day of October in the year of our Lord 1838 came before me – Justice of the Peace for the County aforesaid the within named James S. Thompson and Sarah S. L. Thompson the wife of the said James S. Thompson known to me to be the persons described in and who have Executed the within deed and acknowledged that they severally signed sealed and delivered the said deed for the use and purposes therein mentioned, and the said Sarah S. L. Thompson being by me privately examined apart from her said husband acknowledged that she executed the said deed freely without any fear or compulsion of her said husband. all which I do accordingly certify according to the statute in such case made and Provided.

W. J. McFarland J.P.

State of Mississippi }
Madison County } This day personally appeared before me the undersigned an acting Justice of the Peace for said County the above named Sarah S. L. Thompson (wife of James S. Thompson Grantor in the foregoing deed) and being by me examined separate and apart from her husband acknowledged that she signed sealed and delivered the above deed for the purposes therein named freely without any fear threats or compulsion of her said husband.

Given under my hand & seal this the 22nd day of April A.D. 1839

W. S. M. Lawson J.P. {Seal}

Samuel Hamblin
Eli Nichols
Cooper Nichols

Recorded for Record April 29th & Recorded May 11th 1839

State of Mississippi }
Madison County } This Indenture Made and entered into by and between Samuel Hamblin & Letitha Hamblin his wife of the first part and Wilson Cooper. — Eli Nichols of the second part, all of the County of Madison and State aforesaid. Whereas the said Parties of the second part, have become securities on three certain promissory Notes for the said party of the first part, to wit, one for seven hundred dollars, or thereabout dated 4th February 1839. and payable twelve Months after date, and one other for Eleven hundred dollars dated April 1st and payable twelve Months after date, both of the above Notes are negotiable and payable at the Commercial Bank of Natchez in Fenton, and one other Note for Four thousand One hundred dollars. dated 25th March 1838 & payable twelve Months after date negotiable and Payable at the Mississippi and Alabama Rail Road Bank in Brandon. Which said Notes, or some of said Notes it is contemplated to renew from time to time for the space of four years, if the makers of said Notes, Saml Hamblin should desire to renew and extend so long, And the said party of the first part being desirous to secure and save the Parties of the second part from all responsibility of the above mentioned Notes as securities aforesaid. Therefore this Indenture Witnesseth that the said party of the first part, as well as for and in Consideration of saving and securing the said Sureties the Party of the second part from the payment of the aforesaid Notes as the sum of ten dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged at and before the sealing and delivering hereof hath granted bargained sold and conveyed, and by these Presents doth grant bargain sell and convey unto the said Parties of the second Part, the following described real and Personal Estate lying and being in the County & State aforesaid to Wit, West half North East quarter

The State of Mississippi } Madison County } 3 recorded deed of Trust, Samuel Hamblin & Letitha Hamblin to Eli Nichols & Cooper Nichols (continued)
Filed for record the 11th day of May 1839 and duly recorded in the same

West half of North West quarter, South half East half North West quarter all in Section No 26. Township No 11 N of Range No 4 East, and the following Personal Estate to wit, Nick aged about 32 years, Lucy aged about twenty two & her three Children, Stokes about five, Frances about three years & Lucy about six Months, and Peter about Nineteen Matilda about fourteen, Susan about twenty six & Catharine about Eight years old, Four head of horses, six yoke of Work Oxen, ten Head Maggon, Thirty head Dry Cattle, fifty head of Stock Hogs, together with all and singular the rights, appurtenances Profits and increase thereunto belonging or growing out of the same whatsoever. To Have and to hold the above described real and Personal Estate hereby granted or mentioned or intended to be so, with the appurtenances Profits & increase unto the said party of the second part their heirs and assigns forever, Provided Nevertheless that if the said party of the first part their heirs Executors or administrators shall and do well and truly — or Cause to be paid unto the aforesaid Banks or their agents or assigns the said Several Sums of Money in the foregoing described Promissory notes to each respectively the amount that may be due each one or so much the Same from time to time, or in any other Manner Keep and Save harmless the said party of the second part from the payment of said Notes and all Costs & Charges & damages as Securities as aforesaid. Then and from thence forth as well this Present Indenture and the Estate hereby granted as the said recited obligation shall Cease and determine and become absolutely null and void, any thing herein Contained to the Contrary Notwithstanding

In testimony Whereof the said parties of the first part have hereunto set their hands and affixed their seals this 1st Day of April A D 1839.

Signed sealed and delivered in presence of

Samel Hamblin {Seal}

Lolitha Hamblin {Seal}

The State of Mississippi
Madison County } Personally appeared before the undersigned an acting Justice of the Peace in and for said County Samuel Hamblin who acknowledged that he signed sealed and delivered the foregoing Mortgage on the day and year therein mentioned as his own act and deed and for the purposes therein specified, Also Lolitha Hamblin wife of the above named Samel Hamblin appeared and 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, and not from any threat, fear or Compulsion of her said husband.

Given under my hand and seal this 27th day of April A.D. 1839

H. A. M. Lawson, J.P. {Seal}

Joseph Clark & wife
Lied
C. C. Herbert

Received for Record April 29th & Recorded May 11th 1839

This Indenture made and entered into this the Ninth day of June AD One thousand Eight hundred thirty Eight between Joseph Clark and Elizabeth Clark his wife of the County of Madison and State of Mississippi of the first part and Claiborne C. Herbert of the County and State aforesaid of the second part Witnesseth, that for and in Consideration of the Sum of Eighteen thousand Dollars in hand paid to the said party of the first part by the said party of the second part the receipt whereof is hereby acknowledged, hath this day granted bargained and sold, and by these presents doth grant bargain and sell all their right title and interest to the said party of the second part in and to the following tracts or Parcels, being the undivided land owned by the party of the first part equally with the George L Clark lying and being in the County and State aforesaid and designated as follows. to Wit, Section No 18 of Township No 8 of Range No Two West the West half of the North West quarter, and the South half of the East half of the North West quarter of Section No 17. Township 8. Range two West, the North half of the East half of North West quarter of Section No Seventy Township 8 of Range two West, the South -

west quarter of section No 17. Township 8 of Range two West, the West half of the North West quarter of section twenty. Township 8 of Range two West, the North half of the West half of the South East quarter of section No 7 of Township 8 of Range two West, and the East half of the South West quarter, and the South half of the West half of the South East quarter of section No 7 Township No 8 Range two West supposed to contain ninetee hundred acres More or less. together with all and singular the appurtenances thereunto belonging unto the said Party of the second part his heirs and assigns forever in fee simple to the 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 their heirs Executors & administrators by these Presents doth Covenant promise and agree to and with the said party of the second part, that they will warrant and forever defend the title of the above described tract or parcel of land unto him the said party of the second part his heirs and assigns against all and every Claim or Claims of all and every person whatsoever.

In testimony whereof the said Joseph Clark and Elizabeth Clark his wife have hereunto set their hands and affixed their seals the date and year first above written.

Joseph Clark {seal}
Elizabeth Clark {seal}

The State of Mississippi
Madison County } Personally appeared before me W. A. Foster a justice of the Peace in and for said County the above named Joseph Clark and Elizabeth Clark his wife to me personally 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 said Elizabeth Clark acknowledged that she signed sealed and delivered the same as her voluntary act and deed without any threats fear or Compulsion of her said husband.

Given under my hand and seal this twenty ninth day of December Eighteen hundred and thirty Eight.

x x x

W. A. Foster {seal}
Justice of the Peace

George Hoher
Ked
N B Whitehead } Received for Record April 29th & Recorded May 11th 1839

This Indenture made and entered into this 29th day of April in the year of our Lord One thousand Eight hundred and thirty nine Between George Hoher and Susannah Hoher 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 Hoher and wife for and in Consideration of the sum of four hundred dollars to them in hand paid at or 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 aligned 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 North half of the East half of the North West quarter of section ten in Township Nine of Range four east. Containing forty acres More or less To Have and to hold the said tract or parcel of land as above described with all and singular the appurtenances thereunto belonging or in any wise appertaining unto the said Nathan B Whitehead his heirs and assigns forever and the said Hoher 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 Hoher and wife have hereunto set their hands and seals this the day and date first above written

George Hoher {seal}
Susannah Hoher {seal}

The Words "North half of the" were interlined before signing

State of Mississippi } Personally appeared before me James M Baker an acting
Madison County } justice of the Peace in and for said County the above named George Roher and Susannah 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 Susannah Wife of the said George Roher being by me examined separately and apart from her said husband and the Contents thereof being first made known to her acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and of her own accord without any fear threats or Compulsion of her said husband.

Given under my hand and seal this 29th day of April A.D. 1839

James M. Baker J.P. {Seal}

W. L. Finley Deed } Received for Record April 29th & Recorded May 13th 1839
to } State of Mississippi
J. M. Towns } Madison County } Know all men by these Presents that we William Finley and Elizabeth W. his Wife and Lewis Finley and Permelia S his wife of the County and state aforesaid for and in Consideration of the Sum of Thirty six hundred dollars to us in hand Paid the receipt whereof is hereby acknowledged have sold and by these Presents do sell and deliver unto James M. Towns of the County and state aforesaid all our right title. Claim and interest in and to the following described Lot or parcel of land and designated as follows Viz: Beginning at a stake in the section line dividing sections fifteen and twenty two. where the Northern line of Jefferson street in the aforesaid Town of Madisonville intersects said section line. thence with said street South fifty one and three quarters West fourteen Poles to a stake, on Finley street, thence with said street North thirty and three quarters West fifty poles four links to a stake. thence North twenty east fourteen poles twelve and a half links to a stake, thence South thirty and three quarters East forty seven Poles to the beginning the same Containing four acres thirty seven Poles. The title of said Lot of land we bind ourselves our heirs and assigns to Warrant and forever defend unto the said James M. Towns his heirs and assigns forever,

In Witness whereof We have hereunto set our hands and seals this 29th day of March in the year of our Lord One thousand Eight hundred and thirty seven

signed sealed and delivered in presence of }

William Finley {seal}
Elizabeth W Finley {seal}
Lewis Finley {seal}
Permelia S. Finley {seal}

The State of Mississippi }
Madison County } This day Personally appeared before me the undersigned Justice of the Peace for said County William & Lewis Finley who acknowledged that they signed sealed & delivered the within deed for the purposes therein mentioned.

At the same time I have examined their wives Elizabeth & Permelia separately & apart from their husbands who acknowledges that they signed sealed & delivered the within deed as their voluntary act & deed without fear threats or Compulsion from their husbands.

Given under my hand & seal this 30th of March 1837

Charles Moore {J.P.}

James M. Towns Deed Senior } Received for Record April 29th & Recorded May 13th 1839
to } This Indenture made and entered into this twenty seventh day of
Young W. Lewis } April Anno Domini One thousand Eight hundred and thirty Nine (1839) between James M. Towns of the first part, and Young W. Lewis of the second, all of the County of Madison and State of Mississippi. Whereas the said James M. Towns has this day

executed his promissory note for Ten thousand dollars payable twelve Months after the twenty second day of April Anno Domini One thousand eight hundred and thirty nine unto Edward T. Dickinson — And Whereas the said Edward T. Dickinson has become liable to loose the said sum of Money in the said Promissory Note mentioned in case the said James M. Torons should fail to pay the same at the time therein specified. Now this Indenture witnesseth that the said James M. Torons for and in Consideration of the foregoing Promise, and also for the further Consideration of the sum of One Dollar to him in hand Paid by the said Young W. Lewis at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged granted bargained sold and Conveyed, and by these Presents do grant bargain, sell and Convey unto the said Young W. Lewis his Successors and legal representatives all that Certain lot or Parcel of ground situate lying and being in the Town of Madisonville and County and State aforesaid Contisting of and Comprising. Beginning at a Section line dividing Sections fifteen and twenty two. where the Northern line of Jefferson Street in the aforesaid Town of Madisonville intersects said Section line, thence with said Street South Fifty one and three quarters West fourteen Poles to a stake on Fifth Street, thence with said Street North thirty and three quarters West fifty Poles five links to a Stake, thence North seventy five East fourteen poles twelve and a half links to a Stake thence South thirty and three quarters East forty seven poles to the beginning of the same. Containing four acres thirty seven poles together with all the buildings erected thereon and all the improvements hereditaments with the appurtenances thereunto belonging or in any wise appertaining. And Also have assigned, transferred and set over, and by these Presents do assign, transfer, and set over, unto the said Young W. Lewis his Successors or legal representatives four Negro Slaves A Mulatto Man about forty five years old. John a Black Man about twenty five years old. Eliza a Mulatto Woman about twenty two years old & Araella a Mulatto Woman about fifteen years old. five Cows and Calves. three Horses. one Pleasure Carriage, one two horse Waggon. forty head of hogs and all Books accounts bills Promissory Notes. Contracts. obligations &c which are and may become due and owing to the said James M. Torons. To Have and to hold the said Lot or piece of ground freeno building hereditaments and Premises Negroes. Cattle Horses Carriage. Waggon. Hogs Book accounts. Bills. Notes &c to the said Young W. Lewis his Successors and legal representatives to his and their use forever. In Trust However and to the intent and purpose, and upon the Condition following to Wit that if the said James M. Torons shall fail to save harmless the said Edward T. Dickinson or make arrangements for the payment of the said Note then the said Young W. Lewis his Successors or legal representatives shall take possession of said lot or piece of ground buildings Negroes Cattle Horses Carriage Waggon Hogs. Books accounts &c which shall be and remain in the Possession of the said James M. Torons, and after giving Fifty days notice of the time and place of sale by publication in some Newspaper Published in said County or Contiguous thereto and by posting thereof in three Conspicuous places in said Town shall offer the the same at public sale or auction to the highest bidder and out of the Proceeds of said sale shall pay to the said Edward T. Dickinson a Sufficient sum to Satisfy him fully if so much come from said sale first paying the Costs Charges and expenses of holding said sale, and the balance if any shall pay over to the said James M. Torons his Executors. Administrators or assigns. But in Case the said James M. Torons shall Satisfy the said Edward T. Dickinson then this Indenture to be void and of No effect otherwise to remain in full force and virtue, And in Case the said Young W. Lewis should die or neglect to execute said Trust, the said Edward T. Dickinson shall nominate and appoint any Successor or Successors to act in his place and stead, for his benefit, And the said Young W. Lewis hereby accepts the trusts herein specified and Covenants to execute them faithfully.

In Witness whereof the said Parties to these Presents hereunto set their hands and seals the day and year first above Written

Signed sealed and delivered in presence of }

James M. Torons {Seal}
Y. W. Lewis {Seal}

The State of Mississippi
Madison County
Filed all for the District for the same
Given under my hand and seal this 24 day of August A.D. 1839
Young W. Lewis Trustee in the within Deed of Trust do hereby acknowledge full satisfaction of the debts intended to be secured thereby and do hereby cancel and discharge the same

State of Mississippi } Personally appeared before the subscriber a justice of the Peace in
Madison County } and for the County and State aforesaid the above named James M. Towns and Young M Lewis who acknowledged the above written Indenture to be their act and deed and desired the same might be Recorded as such

Given under my hand and seal this 27th day of April Anno Domini One thousand Eight hundred and thirty Nine

Wm Garrett J. P. {Seal}

Thomas Stants } Received for Record April 29th
Deed } State of Mississippi
G. W. Whaley } Madison County } This Indenture made and entered into this the twenty fifth day of January One thousand Eight hundred and thirty six between Thos Stants and Sarah Stants his wife of Yazoo County of the first part and George W Whaley of the above County of the second part Witnesseth that the said party of the first part, for and in Consideration of the sum of One hundred and ten Dollars to them in hand paid by the said George W. Whaley of the second part have bargained sold aliened and Conveyed to the said George W Whaley one Eighth of land being and lying in Madison County Designated on the Map as follows. viz the East half of the South West quarter of Section No Thirty Township Eight of Range two West, containing 79.75/100 of acres with all the appurtenances to the said land in any wise belonging and they do by these presents sell and Convey to him the said George Whaley the said land aforesaid and they do Covenant and agree with him for all their title in and to the said Premises and they hereby bind themselves their heirs Executors and assigns forever to to warrant and defend the said title the said tract of land to him the said Whaley in fee simple

In Witness Whereof they have set their hands and seals the date above written.

Thomas Stants {Seal}
Sarah Stants {Seal}

State of Mississippi } ss
Madison County } Personally before the undersigned one of the justices of the peace in and for said County appeared the before mentioned Thomas Stants and Sarah Stants his Wife, the said Thomas acknowledged that he signed sealed and delivered the foregoing Deed to the said George W Whaley on the day and year therein mentioned as his voluntary act and deed. for the use and purposes therein expressed

And the said Sarah Stants, Wife of said Thomas being examined by me separate and apart from her said husband did acknowledge that she signed sealed and delivered the aforesaid Deed to said Whaley on the day therein mentioned as her voluntary act and deed without any threats or compulsion from her said husband

Given under My hand and seal this twenty sixth day of January Anno Domini One thousand Eight hundred and thirty six

Wm Varnell {Seal}

A. C. Gillespie et al } Received for Record 6th of Recorded May 13th 1839
Deed }
Thos. H. Gillespie } This Indenture Made and entered into on this — day of April A.D. One thousand Eight hundred and thirty nine between Allen C Gillespie William C Gillespie and John C Gillespie and Roena H Gillespie all of the County of Madison and state of Mississippi of the first part, and Thomas H Gillespie of the County and State aforesaid of the second part, Witnesseth that the said party of the first part for and in Consideration of the sum of two thousand Dollars to them in hand paid by the Party of the second part the receipt whereof is hereby acknowledged, hath bargained sold and Conveyed, and doth by these Presents bargain

sell and convey unto the said party of the second part him his heirs and assigns the one undivided equal fourth part of the following described tract or parcel of land situated lying and being in the County of Madison and State aforesaid to Wit, The South half of the West half, and South West quarter of Section No 32. Township No 10 of Range No 3 East, Containing forty acres. also the West half South East quarter, and the East half of the South West quarter, and the North half West half and South West quarter South West quarter of Section No 32. Township No 10 of Range No 3 East. Containing one hundred and Ninety Nine and Eighty five hundredths of an acre and also the East half and the South East quarter of Section No 32 Township No 10 of Range No 3 East Containing Seventy nine acres and Ninety three hundredths, in all three hundred and twenty acres. More or less. together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, to the said tract or parcel of land. To Have and to hold to the said party of the second part in fee simple forever. to him his heirs Executors & administrators. The said tract or parcel of land above described is the same that was Conveyed by John G Matthews from wife to the said party of the first part except the wife of the said John C. Gillespie, by deed dated 1st January 1836 and recorded in the Probate Court of the County and State aforesaid, The parties of the first part warrant neither the title or quantity of said tract or parcel of land to the party of the second part,

In Witness Whereof the party of the first part has hereunto their hands and seals on the day and year above written.

Allen C. Gillespie {seal}
William E. Gillespie {seal}
John C. Gillespie {seal}
Rowena H. Gillespie {seal}

The State of Mississippi }
Madison County ss } Personally appeared before me John L Cameron Clerk of the Probate Court of said County the above named Allen C. Gillespie William E. Gillespie & John C. Gillespie 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 Rowena H. Gillespie the wife of said John C. Gillespie also appeared before me and on a private examination 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 voluntary act and deed freely without any fear threats or compulsion of her said husband.

Given under my hand and seal of Office at Canton this 6th day of May A.D. 1839

John L Cameron Clerk
(Seal)

Sarah E. Marshall } Recorded for record 13th & Recorded May 14th 1839
Relinquishment
John B. Peyton } Whereas Levin R. Marshall and Sarah E. Marshall his wife and Samuel Gustine all of the County of Adams and State of Mississippi by deed dated the Fourteenth day of October in the year of our Lord One thousand Eight hundred and thirty Eight Conveyed to John B. Peyton of Hinds County and State aforesaid Certain lands of which a description will be found below, And Whereas said deed and the acknowledgement thereof by the said Sarah E. Marshall have been deemed insufficient to bar her Dower,

Now Know all Men by these presents that I Sarah E. Marshall wife of the said Levin R. Marshall, to the intent that the title of the said John B. Peyton may be rendered perfect and indisputable by and with the advice and Consent of my said husband for the Considerations to him heretofore moving, and for the further Consideration of Ten dollars to me by the said John B. Peyton in hand paid at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged have remised

released, relinquished and forever quit Claimed, and do hereby remise, release, relinquish and forever quit Claim unto the said John B Peyton all my right and title of Dower in and to the following described lands to wit. Lots No Eight. Nine. Ten. Eleven. twelve thirteen and fourteen of Section No Five. Lots No One. Six. Seven. Eight. Nine and thirteen of Section No Seven. The North West quarter of Section No Twenty two. The East half of the North East quarter of Section No twenty one and the South West quarter of Section No Fifteen in Township No. Eighteen of Range No One East in the District of Lands Sold at Columbus Mississippi. The West half of the South east quarter of Section No twenty Six the North East quarter of Section No thirteen and the East half of the South east quarter and the East half of the North west quarter of Section No thirteen the South half and the North West quarter of Section No Twelve. the East half of the North East quarter of Section No. Eleven and the South West quarter of Section No one of Township No Ten of Range No Five East. The North west quarter and the West half of the North East quarter of Section No Four the South half and West half of the Northwest quarter of Section No Eighteen. the West half of the South West quarter of Section No. Seventeen. the North half and the West half of the South West quarter of Section No. Nineteen. the West half of the North west quarter of Section No. twenty the South East quarter of Section No Twenty Nine. the West half of the Southwest quarter of Section No Twenty Eight. the North East quarter of Section No thirty two and the West half of the North West quarter of the East half of the North East quarter of Section No twenty Eight of Township No Eleven of Range No Six East all in the District of Lands Subject to Sale at Columbus Mississippi. And also the North West quarter. the West half of the North East quarter and the South West quarter of Section No One: the East half of the North East quarter the West half of the North West quarter and the East half of the South West quarter of Section No two of Township No three of Range No two West in the District of Lands Sold at Mount Salus Mississippi. In Testimony Whereof I have hereunto set My hand and affixed My Seal this Fifteenth day of April in the Year Eighteen Hundred and thirty Nine

Sarah E. Marshall (Seal)

State of Mississippi } This day personally appeared before me Ralph North Clerk of the Probate Court
Adams County to Wit } of said County Sarah E. Marshall Whose Name is Subscribed to the above and foregoing deed. Who on an examination by me Seperate and apart from her husband Levin R Marshall acknowledges 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 on the day and Year therein Mentioned and for the purposes therein set forth. Given under My hand and Seal of Office this Fifteenth day of April 1839

(Seal)

Ral North. Clerk

William Anderson } Received for Record April 29th & Recorded May 14th 1839
Deed
R. B. Ricketts } This Indenture Made this 10th day of May in the year of our Lord One thousand Eight hundred and thirty four between William Anderson and Mary Anderson his wife of the One part. and County of Madison and State of Mississippi and Reuben B. Ricketts of the Same place of the other, Witnesseth that the said William Anderson & Mary his wife for and in Consideration of the Sum of fifty Dollars to them in hand paid by the Sd Ricketts at or before the sealing & delivery of these Presents the receipt whereof is hereby acknowledged and the said Ricketts his heirs & assigns forever released & discharged therefrom by these presents. have granted bargained sold Conveyed and Confirmed, and by these Presents do grant bargain sell Convey & Confirm unto the said Reuben B. Ricketts his heirs & assigns forever. a Certain tract of land lying in Madison County and State of Mississippi to Wit the South half of the East half of the South East quarter fourth of Section No Nineteen in Township No Two Range four East, together with all the appurtenances privileges & advantages. To Have and to hold the above granted & described tract of land unto the Sd Reuben B Ricketts his heirs & assigns forever. And the said William Anderson for himself his heirs & assigns do Covenant & agree to & with the Sd Ricketts and his heirs

that he is at the time of the sealing and delivering of these Presents lawfully seized in his own right of an absolute estate of inheritance in and to the same and hath full power & lawful authority to sell and convey the same in manner & form herein above written. And the said William Anderson & his heirs in order to secure to the said Reuben B. Ricketts & his heirs the possession & enjoyment of the above sold and described tract of land do by these Presents warrant and bind themselves forever to defend the title thereof against the Claim or Claims of any and every person whomsoever. — In Witness Whereof we hereunto set our hands and affix our seals

William Anderson {Seal}
Mary Ann Anderson {Seal}

The State of Mississippi
Madison County } Personally appeared before me Coleman Nichols a justice of the peace in & for said County the above named William Anderson who acknowledged that he signed sealed & delivered the foregoing on the day and year therein written for the purposes therein mentioned. At the same time came Mary Ann Anderson wife of the said Wm Anderson who being examined separately apart from her said husband acknowledged that she signed sealed & delivered the foregoing deed as her voluntary act & deed freely without any fear threat or compulsion of her said husband on the day & year therein written for the purposes therein mentioned.

Given under my hand and seal this the 1st December 1834

Coleman Nichols J. P. {Seal}

Eli Nichols & wife to Wm A. Henry } Received for Record 29th April & Recorded 14th May 1839

The State of Mississippi
Madison County } Eli Nichols Personally appeared before the undersigned Justice of the Peace and acknowledged that he signed sealed & delivered the within deed of conveyance for the purposes therein contained. Also Penelope Nichols wife of Eli Nichols on a Examination apart from her said husband acknowledged she signed & freely delivered the same of her own free will without any compulsion. March 30th 1836

Coleman Nichols J. P. {Seal}

W. & S. Sutherland Deed to Peter Sutherland } Received for Record April 29th & Recorded May 14th 1839

This Indenture Made this 23d day of April Eighteen hundred & thirty Nine between William Sutherland & John Sutherland of the County of Madison & State of Mississippi of the first part, & Peter R. Sutherland of the County & State aforesaid of the second part, Witnesseth that the said Party of the first part for and in Consideration of the Sum of four thousand Dollars to us in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain and sell unto the party of the second part, and his heirs and assigns forever all that tract or Parcel of land lying & being in the County of Madison & State of Mississippi and known & designated as the North West quarter of Section No two. The East half of the North East quarter of Section No three & the West half of the North West quarter of Section No Two, all of Township ten of Range four East, containing all together about Three hundred & twenty acres More or less together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders rents issues & Profits thereof. And also all the Estate right title interest, Claim or demand, whatsoever of them the said party of the first part either in law or Equity of in & to the above bargained premises and every part & Parcel thereof. To Have and to hold to the said party of the second part his heirs & assigns, to the sole & only proper use benefit and behoof of the said party of the second Part his heirs and assigns forever.

In testimony Whereof the said parties of the first Part have hereunto set their hands and affixed

their seals this day and year first above written

Signed sealed & delivered in Presence of } William Sutherland {Seal}
State of Mississippi } John Sutherland {Seal}
Madison County } Personally appeared before the undersigned Justice of the Peace William & John Sutherland who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned for the purpose therein specified. Given under my hand and seal this 23rd day of April AD 1839

H. D. McLawson {J.P.}

John S. Gooch } Received for Record April 29th & Recorded May 14th 1839
Deed } State of Mississippi
S. M. Boarman } Madison County } Know all men by these Presents, that we John S. Gooch and Martha his wife, of the County and State aforesaid have this day for and in consideration of the sum of Two hundred Dollars to us in hand paid the receipt whereof is hereby acknowledged, sold and by these Presents do sell and deliver unto S. M. Boarman of the County and State aforesaid all our right, title, claim and interest in and to Lots No 57 & 58 & 46 in Square No 57 in the Town of Madisonville in the County and State aforesaid — the title of said Lot we bind ourselves, our heirs and assigns to warrant and defend unto the said S. M. Boarman his heirs and assigns forever

Witness our hands and seals this 27th day of July Eighteen hundred and thirty four.

acknowledged by John S. Gooch before me a justice of the Peace for Madison County this 27th day of July 1834 } John S Gooch
Martha Gooch

William Sorrier J. P. {Seal}.

State of Mississippi } This Many Certify unto all Whom it may Concern, that Martha Gooch
Madison County } the wife of the within named John S. Gooch, died on this the 27th day of July in the year Eighteen hundred and thirty four, Personally appear before the undersigned, a Justice of the Peace for the said County, and upon being Privately and separately examined by me, apart from her said husband, did declare that she does freely voluntarily and without any fear or Concession whatever, renounce release and forever relinquish unto the within named S. M. Boarman all her interest and Estate, and also all her right and Claim of Dower of and in or to the within described Premises

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

William Sorrier J. P. {Seal}

John S. Gooch & wife } Received for Record April 29th & Recorded May 14th 1839
Deed } State of Mississippi
S. M. Boarman } Madison County } Know all men by these Presents that we John S. Gooch and Martha his wife of the County and State aforesaid, have this day, for and in Consideration of the sum of One hundred Dollars to us in hand paid the receipt whereof is hereby acknowledged, sold and by these Presents do sell and deliver unto Joseph M. Boarman & Wm H. Steger of the County and State aforesaid all our right, title claim and interest in and to Lot No 60 in the Town of Madisonville in the County and State aforesaid the title of said Lot we bind ourselves our heirs and assigns to warrant and defend unto the said Joseph M. Boarman & Wm H. Steger their heirs and assigns forever, Witness our hands and seals this 28th day of May Eighteen hundred and thirty six

acknowledged by John S. Gooch before me a justice of the Peace for Madison County this 28th day of May 1836 } John S Gooch {Seal}
Martha Gooch {Seal}

Charles Moore {J. P.} Seal

State of Mississippi } This Many Certify unto all Whom it may Concern, that Martha Gooch
Madison County } the wife of the within Named John S. Gooch died on this the 28th

day of May in the year Eighteen hundred and thirty six personally appear before the undersigned a justice of the Peace for the said County and upon being privately and separately examined by me apart from her said husband did declare that she does freely voluntarily and without any fear or concession whatever or menace, release and forever relinquish unto the within named Joseph M. Bozeman & Wm Hettiger, all her interest and Estate and also all her right and Claim of Dower of and in to the within described premises.

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

Charles Moore {L.P.} seal

James C. Napier & Wife } Received for Record April 29th & Recorded May 14th 1839
to
Ephraim Taylor } This Indenture Made and entered into this twenty eighth day of March in the year of our Lord one thousand Eight hundred and thirty Nine between James C. Napier of the County of Madison and State of Mississippi of the one part, and Ephraim Taylor of the County and State aforesaid of the other part Witnesseth, that the said James C. Napier for and in Consideration of the sum of five hundred dollars to him in hand paid by the said Ephraim Taylor the receipt whereof is hereby acknowledged hath this day bargained sold aliened Conveyed and Confirmed and by these Presents doth bargain sell alien Convey and Confirm unto the said Ephraim Taylor his heirs and assigns the following lot or parcel of ground lying and being situate in the County and State aforesaid known in the Plat of Survey in and for the Choctaw District of lands in said State & County, as being the South half of lot No 3 lying in the East half of the North East quarter, of Section 6 Township 9 Range 4 East, situate within the Corporate limits of the Town — Sharon Containing five acres More or less. To Have and to hold unto the said Ephraim Taylor his heirs and assigns, And the said James C. Napier for himself his heirs and Executors and administrators doth Covenant, and agree with the said Ephraim Taylor to warrant and forever defend the title of the above described land against the Claim of all and every person or Manner of Persons Whatever,

In testimony whereof he has hereunto set his hand and affixed his seal this day and date above written.

J. C. Napier {seal}

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

Given under My hand and seal of Office at Canton this 29th day of April A.D. 1839

John T. Cameron Clerk

Pliny S. Black and William Cargill } Received for Record April 29th & Recorded May 14th 1839
This deed Made on the twenty second day of January one thousand Eight hundred and thirty one between Pliny S Black and Sarah Black his Wife of the State of Mississippi Madison County, of the one part, and William Cargill of the State aforesaid and Hinds County of the other part, Witnesseth that for and in Consideration of the Sum of Two hundred and fifty dollars in hand paid by the said William Cargill to said Pliny S. Black the said Pliny S. Black hath sold and by these Presents doth convey unto the said William Cargill a full title in fee simple to the East half of the South West quarter of Section twenty eight of Township Eight in Range one West, Choctaw land District which title said Pliny S Black doth engage to warrant and defend to said William Cargill his heirs and assigns forever against all Claims

whatever, with all its appurtenances. In Witness Whereof the said Pliny S. Black and Sarah Black his wife hath hereunto signed their names and made their seals the day and date above mentioned

Pliny S. Black {seal}
Sarah D. Black {seal}

The State of Mississippi
Madison County } Personally appeared before me James Black a Justice of the peace in and for said County Pliny S Black who acknowledged he signed sealed and delivered the within deed on the day and year therein mentioned as his act and deed. And Sarah D. Black his wife being examined separate and apart from her said husband did acknowledge she signed sealed and delivered the within deed on the day and year therein mentioned as her voluntary act and deed without any fear threats or compulsion from her said husband.

Given under my hand and seal this 22nd day of January 1831
Jas. Black J.P. {L.S.}

R. M. Neilson and John L Hurst } Received for Record April 30th & Recorded May 14th 1839
State of Mississippi
Madison County } Know all Men by these Presents that I Richard M. Neilson of the County of Amite and state aforesaid in Consideration of the sum of four hundred Dollars to me in hand paid by John L Hurst of the County of Amite the receipt whereof I do hereby acknowledge do by these Presents give grant, sell, deliver and convey unto the said John L Hurst his heirs and assigns a certain parcel of land situated lying & being in the County of Madison designated & described as follows" The North half of the West half of the North East quarter of section Thirteen of Township ten of Range three East, Containing forty acres more or less. Also ten acres of land out of the North West Corner of the East half of the North East quarter of section Thirteen of Township ten of Range three East, Running east in the above described quarter to a little drain that heads in said quarter, running thence South from the section line so as to include the ten acres the same being the undivided half of all of the above described land now owned jointly between William S Thorp and myself as will more fully appear by reference to a deed in said Thorps & my favor drawn by Allen & Nancy Cain and Samuel & Rebecca McCauley dated 23rd June A.D. 1834. To Have and to hold the above described & designated premises to the said John L Hurst his heirs and assigns to his and their use and behoof forever.

And I Jane E. S. Neilson wife of the above named Richard M Neilson in Consideration of the Premises the receipt whereof I do hereby acknowledge doth hereby release to the said John L Hurst his heirs and assigns all my right and title of Dowry in the above granted Premises forever.

In testimony Whereof we have hereunto set our hands and affixed our seals this 30th day of March A.D. 1839.

R. M. Neilson {seal}
J. E. S. Neilson {seal}

State of Mississippi
Amite County, ss } Personally Came Richard M. Nelson before the undersigned Clerk of the Circuit Court of Amite County and acknowledged that he did on the day above stated sign seal & deliver the above instrument as his act & deed for the uses & purposes mentioned in the same, And at the same time came Jane E. S. Neilson wife of Richard M. Neilson 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 husband.

Given under my hand and seal of Office at Liberty in the County of Amite this 30th day of March A.D. 1839

E. M. Lewis Clk

Caine & McCauley } Received for Record April 30th & Recorded May 15th 1839
Deed
Nelson & Throp }

This Indenture Made the twenty third day of June in the year of our Lord One thousand Eight hundred and thirty four Between Samuel McCauley and McCauley his Wife & Allen Caine and ..... Caine his wife of the County of Madison & State of Mississippi of the One part and Richard M. Nelson & William A Throp of the County & State aforesaid of the other, Witnesseth That the said Saml McCauley & his Wife & Allen Caine & his Wife for and in Consideration of the sum of five hundred dollars lawful money of the United States to them in hand well & truly paid by the said Richard M. Nelson & William A Throp the receipt whereof is hereby acknowledged hath granted bargained sold Conveyed & confirmed, and by these presents doth grant, bargain, sell, Convey & Confirm unto the said Richard M. Nelson & William A Throp their heirs and assigns all and Singular the following discribed lots tracts or Parcels of land to Wit, The North half of West half of North East quarter of Section thirteen of Township ten of Range three East, Containing forty acres More or less. Also ten acres of land out of the North West Corner of East half of North East quarter of Section thirteen of Township ten of Range three East, running East in the above discribed fourth to a little Drain that heads up in said fourth, running thence South from the Section line so as to include the ten acres. all of which Several tracts or parcels of land are situated in the County of Madison and State aforesaid & all the Estate right, title interest Claim and demand of the said Saml McCauley & Wife and Allen Caine and Wife of in and to the said Premises with all and singular the rights members privileges & 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 their proper use benefit and behoof of the said Richard M. Nelson & William A Throp their heirs and assigns forever. and the said Samuel McCauley and wife and Allen Caine & Wife their heirs Executors and administrators doth Covenant and grant unto and with the said Richard M. Nelson & William A. Throp their heirs Executors administrators and assigns that they the said Samuel McCauley & Wife and Allen Caine & wife 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 Samuel McCauley & Wife & Allen Caine & Wife their heirs Executors and administrators shall Warrant and forever defend the aforesaid premises with their appurtenances and every part and parcel thereof unto the said Richard M. Nelson & William A. Throp their heirs and assigns against all persons Claiming by from or under them or any of them or by from or under any other person or persons Whomsoever,

In Witness Whereof the said Samuel McCauley and his Wife and Allen Caine and his Wife .. .. both of the said ladies and hereby relinquishes their right of Dower. hath hereunto set their hands and seals the day and year above written.

signed sealed and delivered in Presence of }

Allen Caine {L. S.}
Nancy Caine {L. S.}
Samuel McCauley {L. S.}
Rebecca McCauley {L. S.}

The State of Mississippi
Madison County } Before me Coleman Nichols a justice of the Peace within and for the County aforesaid personally Came Samuel McCauley and Rebecca McCauley his Wife and Allen Caine and Nancy Caine 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 Rebecca McCauley wife of the said Saml McCauley and Nancy Caine Wife of the said Allen Caine being examined separate and apart from their said husbands, and the Contents of the said deed being made known and explained to them declared that they

voluntarily and of their own free will without fear or coercion did and now doth acknowledge the signing and sealing and delivery thereof.

In testimony whereof I have hereunto set my hand and seal the 23rd day of June in the year of our Lord One thousand Eight hundred and thirty four

Coleman Nichols J. P. {Seal}

Permelia Harris Relinquishment Wm S. Denson

Received for Record April 30th & Recorded May 15th 1839

State of Mississippi Carroll County } Personally appeared before me Thomas Heslip an acting justice of the Peace in and for said County Permelia Harris, wife of Sampson Harris who acknowledged that she signd, seald and delivered the within deed of her dower, to the lands therein mentioned and described of her own free will and accord without any fear threats or compulsion of her husband and this examination and acknowledgement was made separate and apart from her husband. Signd sealed and delivered on day and year therein mentioned &

Given under my hand and seal this 26th day of April AD 1839

Thomas Heslip J. P. {Seal}

The State of Mississippi Carroll County } I Thomas Rhodes Clerk of the Probate Court of said County Certify that Thomas Heslip whose proper name and signature appears and is subscribed to the annexed Certificate of acknowledgement of Permelia Harris to the within deed is an acting justice of the Peace of said County duly sworn and commissioned

Given under my hand and seal of office at Carrollton the 26th day of April AD 1839

{L. S.}

Thos Rhodes Clerk

Permelia Harris Relinquishment Wm S. Denson

Received for Record April 30th & Recorded May 15th 1839

State of Mississippi Carroll County } Personally appeared before me Thomas Heslip an acting Justice of the Peace in and for said County Permelia Harris who on examination separate and apart from Sampson Harris her husband, acknowledged that she signed sealed and delivered the within deed of her own free will without any fear threats or coercion of her said husband, on the day and year therein mentioned.

Given under my hand and seal this 26th day of April AD 1839

Thomas Heslip J. P. {Seal}

The State of Mississippi Carroll County } I Thomas Rhodes Clerk of the Probate Court of said County Certify that Thomas Heslip whose proper name and signature appears and is subscribed to the annexed Certificate of acknowledgement of Permelia Harris to the within deed is an acting Justice of the Peace of said County duly sworn and Commissioned

Given under my hand and seal of office at Carrollton the 26th day of April

{Seal}

Thos Rhodes Clerk

Allen Gary Et. Al. Ad William S. Denson

Received for Record April 29th & Recorded May 15th 1839

State of Mississippi Madison County } Know all men by these presents, that we Allen Gary, Sampson Harris and Permelia Harris, administrator and administratrix of all and single the goods and Chattels rights and credits which were of Samuel Clarke late of the County of Madison and State of Mississippi deceased who died intestate, being duly empowered in this behalf by the Honorable the Court of Probate for the County and State aforesaid, in the State aforesaid, holden on the County third day of September AD 1833 at the Court house within the County aforesaid, and in obedience to a decree of said Court holden at the Court house —

aforesaid County aforesaid on the 22nd ... A.D. 1836 we have Proceed — to sell at Public auction this day for and in Consideration of the Sum of Seven thousand three hundred and thirty two dollars thirty seven cents to us in hand paid by William S Denson who was the highest and best bidder at the said Sale for the Estate herein after mentd & described the receipt whereof we do hereby acknowledge, have granted bargained sold and conveyed and do hereby grant bargain sell and convey unto the said William S Denson his heirs and assigns forever. the following described tracts or parcels of land situated in the County and State aforesaid and known and designated upon the Map at the office of Surveyor General for the Choctaw District, to wit, East ½ North West ¼ Section thirty Township Eight Range One West, West half South West quarter, Section twenty five Township Eight Range two West. West half North West quarter Section thirty township Eight Range One West, West half South East quarter, and South ½ East half South West ¼ Section twenty four Township 8 Range two West, North half East half North East quarter Section twenty five Township 8 Range two West, West half North East ¼ Section twenty five Township Eight Range two West, Excepting a section of Mississippi in the South East Corner of the East half of North West quarter of Section thirty, Township Eight Range One West where the Gin formerly owned by C Reed now stands, Containing in all four hundred and seventy nine acres twenty four hundredths be the same More or less. To Have and to hold the before mentioned tracts or parcels of land with all the privileges and appurtenances thereof to the said William S Denson his heirs and assigns to his and their use and behoof forever, And we the said Allen Gary, Sampson Harris, and Permelia Harris Administrators and administratrix as aforesaid, do Covenant with the said William S Denson his heirs and assigns that we are duly empowered to Convey the same to the said William S Denson as aforesaid, that we have in all things observed the rules and directions of the law in the said Sale, and that we will and our heirs and Executors and administrators shall warrant and defend the same unto the said William S Denson his heirs and assigns against all persons Claiming the same by power under the said Samuel Clarke dec^d or either of us the said Allen Gary, Sampson Harris and Permelia Harris Administrators and administratrix as aforesaid, and we do bind ourselves our heirs, administrators (the said Allen Gary, Sampson Harris and Permelia Harris Admrs & admnstratrix as aforesaid) = warrant and defend the above described lands free from the Claims of all other persons whatsoever, unto the said William S Denson his heirs and assigns forever, (Interlined at time of signing 2nd page from bottom "East" on 1 Page)

Test

Allen Gary {Seal}
Sampson Harris {Seal}
Permelia her ✗ mark Harris {Seal}

State of Mississippi }
Madison County }

I Samuel D Livingston Clerk of the Circuit Court in and for said County do hereby Certify that Allen Gary and Sampson Harris personally appeared before me and acknowledged the signing sealing and delivering of the foregoing deed to be their act and deed.

In testimony whereof I have hereunto set my hand and affixed the seal of my said office at Canton this Seventh day of September in the year of our Lord One thousand Eight hundred and thirty six

S. D. Livingston Clk

State of Mississippi }
Carroll County }

Personally appeared before me Thomas Hesleep an Acting Justice of the Peace in and for said County Permelia Harris wife of Sampson Harris who on being examined separate and apart from her husband acknowledged that she signed sealed and delivered the within deed of her own free accord and without any fear threats or compulsion of her said husband on the day and year therein mentioned. Given under my hand and seal this 26th day of April A.D. 1839

Thomas Hesleep J.P. {Seal}

The State of Mississippi } I Thomas Rhodes Clerk of the Probate Court of said County
Carroll County } certify that Thomas Hardy whose proper name and signature appears under subscribed to the annexed Certificate of acknowledgement of Permelia Harris to be his and is an acting justice of the Peace of said County duly Sworn and Commissioned.

Given under my hand and seal of office at Carrollton the 26th day of April 1839

Thos A Rhodes Clerk

Sarah S. Rawlings Relinquishment Wm S. Denson } Received for Record April 29th & Recorded May 15th 1839

Know all all men by these Presents that I Sarah S. Rawlings Wife of Joshua H. Rawlings — and I Roxanna O. Houston Wife of William S. Houston all of the County of Madison and State of Mississippi in as much as our husbands has sold the East half of the North East quarter of Section Number Nineteen in Township No Eight, Range No 1 West the same being & lying in the County and State aforesaid Containing Twenty Eight 97/100 acres. To William S. Denson, and for the Consideration of Ten Dollars to us in hand paid by the said William S. Denson, at and before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged hath granted remised released and forever quit Claim unto the said William S. Denson all the Dower and right and title of Dower, and all other right title, interest & property Claim and demand whatsoever in law and Equity of us the said Sarah S. Rawlings and Roxana O. Houston of in and to the above described tract or parcels of land which we now have, or which we our heirs, Executors or administrators ever may at any time hereafter have or Claim.

In testimony we have hereunto set our hands and affixed our seals this ____ April A.D. 1839

Signd Sealed & delivered in Presence } Sarah S. Rawlings [Seal]
Roxana O. Houston [Seal]

State of Mississippi
Madison County } Personally appeared before me William Varnell an acting justice of the Peace in and for said County, Sarah S Rawlings and Roxana O. Houston who acknowledged that they signd, sealed and delivered the foregoing deed of dower on the day and year therein mentioned, freely and voluntary without any fear, threats or compulsion of their husbands, and this examination being made separate and apart from their said husbands.

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

Wm Varnell J.P. [Seal]

P. C. Goosey Et al And Wm S. Denson } Received for Record April 30th & Recorded May 15th 1839

This Indenture made and entered into this fifth day of April A.D. One thousand Eight hundred and thirty nine Between Peter C. Goosey and Elizabeth Goosey his wife. Isaac P. Goosey and Milly Goosey his wife of the County of Yazoo and State of Mississippi William C. Goosey, and John R. Webber of the County of Clark and State of Kentucky, by Peter C. Goosey their attorney in law, and in fact of the first part, and William S. Denson of the County of Madison and State of Mississippi of the second part Witnesseth, that for and in Consideration of the sum of three thousand dollars in hand paid by the said William S. Denson to the said Parties of the first part the receipt whereof is hereby acknowledged, hath this day bargained and sold, and by these Presents grant, bargain sell and convey unto the said William S. Denson his heirs and assigns forever the following tract or Parcel of land known and designated as Lot Number Thirteen in the Town of Vernon Madison County State of Mississippi Containing Two and 07/100 acres of land to Have and to hold for himself and his heirs or assigns forever. Together with all and singular the appurtenances

thereunto belonging. And the said parties of the first part, doth hereby for themselves their heirs Executors and Administrators covenant to and with said William S Denson his heirs or assigns to warrant and defend the above described lot of land free from the claim or claims of all persons whatsoever, In testimony we do hereunto set our hands and seals the day and date above written — and for the same above described land having been made in the year 1834 for the same consideration

P. C Gooney {Seal}
Elizabeth Gooney {Seal}
Gerard P. Gooney {Seal}
Milly his mark Gooney {Seal}
William C Gooney {Seal}
Geo R. Webber {Seal}
By P C Gooney {Seal}
their Atty in Law & in fact

The State of Mississippi
Yazoo County } Personally appeared before me S R. Richards Esqr. an acting Justice of the Peace in and for said County Peter C. Gooney who in his own right and as attorney in law and in fact for Wm C. Gooney and Geo R. Webber acknowledged that he signed sealed and delivered the within — on the day and year therein mentioned as his and their act and deed — at the same time personally appeared before me Elizabeth Gooney who being examined separate and apart from her husband P C Gooney acknowledged that she of her own free will and accord without fear or menace from the sd Peter C. Gooney her husband signed sealed and delivered the within — on the day & year therein mentioned as her act and deed, at same time Personally appeared before me Gerard P. Gooney who acknowledged that he signed sealed and delivered the within on the day & year therein mentioned as his act & deed at the same time personally appeared before me Milly Gooney wife of the said Gerard P. Gooney who being examined separate and apart from her said husband acknowledged that she of her own free will and accord without fear or menace from her said husband signed sealed and delivered the within on the day and and year therein mentioned as her act & deed 5th March 1839

The State of Mississippi
Yazoo County } I Geo Crockett Clerk of the Probate Court in and for said County do hereby Certify that Sam'l R. Richards whose name is subscribed to the above acknowledgements was at the time of taking the same an acting justice of the Peace in and for the County & State aforesaid duly Commissioned and qualified and that all his actings and doing as such are entitled to full faith and Credit,

Witness my hand and seal of office at Benton this 26th day of April 1839

S R. Richards J. P. {Seal}

{Seal}

George Crockett Clk

George Ogden & Wife Lucy
Wm S. Denson

Received for Record April 30th & Recorded May 15th 1839

This Indenture Made the fourteenth day of January in the year of our Lord One thousand Eight hundred and thirty two Between George Ogden and Lucy P. Ogden his wife of Wilkinson County & State of Mississippi of the one part, and William S Denson of Madison County & State aforesaid of the other part, Witnesseth that the said George Ogden and Lucy P Ogden his wife the parties of the first part for and in consideration of the sum of One thousand Nine hundred dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted bargained sold aliened and confirmed, and by these presents do grant bargain sell alien and confirm unto the said William S Denson his heirs and assigns forever the following described tracts or Parcels of land to wit, The West half of the North East quarter of Section Nineteen in Township Eight of Range One West, in the Choctaw land District. Containing as appears by the Patent Twenty eight acres & Ninety seven

hundredths of an acre — also the West half of Section Nineteen in Township Eight of Range One West, in the District of Choctaw aforesaid. Containing three hundred and fifteen acres and Eighty seven hundredths of an acre. Also the East half of the North-East quarter of Section twenty four in Township Eight of Range two West. in the District of Choctaw. all in the State of Mississippi aforesaid Containing Eighty acres and fifty Nine hundredths of an Acre. 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 in law or Equity belonging to us the parties of the first part of in and the same, To Have and to hold the above granted bargained and described premises with the appurtenances unto the said William S. Denson his heirs and assigns forever. And the said George Ogden and Lucy P. Ogden his Wife for themselves their heirs Executors, Administrators and assigns do Covenant grant Promise and agree to and with the said William S Denson his heirs and assigns that we the said George and Lucy P Ogden and our heirs the above described premises and every part and parcel thereof with the appurtenances unto the said William S. Denson and his heirs and assigns against the said parties of the first part, and against all Persons lawfully or Equitably Claiming or to Claim said premises or any part of them by 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 George Ogden and Lucy P Ogden have hereunto set their hands and seals the day and year above written.

Signed sealed and delivered in presence of us
David Armstrong
A. L. Henderson

George Ogden {seal}
Lucy P. Ogden {seal}

State of Mississippi } Personally before me H. A. Foster a Justice of the Peace in
Madison County } and for said County George Ogden and Lucy P Ogden his Wife who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed And on a Private examination separate and apart from her husband the said Lucy P. Ogden acknowledged that she signed sealed and delivered the same as her voluntary act and deed without any threats fear or Compulsion from her said husband

Given under my hand and seal this Thirteenth day of April A.D. 1839

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

Eliza. S. Crockett
Relinquishment
Lewis S Jones

Received for Record April 30th & Recorded May 15th 1839

State of Mississippi }
Madison County }

Whereas my husband Thomas Crockett at the time of executing a deed to be hereinafter specified a Citizen of Madison County and State aforesaid, but who is at this time a Citizen of Leake County and State aforesaid did on the Nineteenth day of September A.D. 1834 make sign seal and deliver a Deed of Conveyance to one Lewis S Jones of Neshoba County and State aforesaid, and to his heirs and assigns forever, the following parcels of land known in the Plat of Survey in and for the Choctaw District and County of Madison and State aforesaid, as the N½ E½ N W¼ of Section Number 3 Township No 9 of Range No 4 E. Containing 49.25 acres. And the S½ E½ North West ¼ of Section No 3 Township No 9 of Range No 4 East Containing 49.25 acres. and the W½ N E¼ of Section No 3 Township No 9 of Range No 4 East, Containing 98 50/100 acres, And Whereas I Eliza. S. Crockett wife of the said Thomas Crockett aforesaid Signed the said Deed delivered the Nineteenth day of September A.D. 1834 as aforesaid. Conveying the lands above Particularly designated, but as I

the said Eliza Wife of the said Thomas Crockett was not mentioned in the body of said ____, by which imperfect Conveyance my right of Dower was not conveyed in law as it was the intention of all parties to do, and my wish to do at the time. Now in order to transfer and relinquish all my right and title to Dower in the above described lands. Be it known to all men by these Presents that I Eliza J Crockett wife of Thomas Crockett of Leake County and State aforesaid in Consideration of the sale of the above described lands by my husband Thomas Crockett to the said Lewis L. Jones aforesaid. as well as in Consideration of five Dollars to me in hand paid by the said Lewis L. Jones the receipt whereof is hereby acknowledged. do by these presents release to the said Lewis. L. Jones his heirs and assigns all my right and title of Dower in and to the above described lands lying and being in the County of Madison and State aforesaid to Wit, N½. E½. N W¼ of Section No 3 Township No 9 of Range No 4 East. Containing 49 25/100 acres, and the N½ E½ Northwest ¼ of Section No 3. Township No 9 of Range 4 East. Containing 49 25/100 acres, and the W½. N. E¼ of Section No 3 Township No 9 of Range No 4 East. Containing 98 50/100 acres together with all the privileges and appurtenances to the said lands in any wise appertaining and belonging

In testimony whereof I the said Eliza J. Crockett wife of the said Thomas Crockett have hereunto set my hand and seal this twentieth day of April AD 1839 —

In the presence of us
M. J. McKee
William Williams

Eliza J. Crockett {Seal}

State of Mississippi, Madison County } Personally appeared before me James M Baker an acting Justice of the Peace for said County Eliza J Crockett. who being by me Examined separate and apart from her said husband Thomas Crockett and acknowledged that she signed sealed & delivered the foregoing deed and relinquishes all her right of Dower to the above described tract or parcel of land on the day and year therein mentioned without fear compulsion or threat of her said husband.

Given under my hand and seal this twentieth day of April 1839

James M. Baker J.P. {Seal}

L. B. Cheatham and E. H. Powell } Received for Record 18th & Recorded May 16th 1839

This Indenture made and entered into this the 27th day of April AD Eighteen hundred and thirty eight between Littleberry B Cheatham and Mary his wife of the County of Franklin and State of Alabama of the first part, and Edmund H. Powell of the County of Madison and State of Mississippi of the second part, Witnesseth that for and in Consideration of the sum of Sixteen thousand seven hundred and twenty Dollars ($16720-) by the said Edmund H. Powell to the said Littleberry B Cheatham and Mary his wife in hand paid. the receipt whereof is hereby acknowledged by the said party of the first part they the said Party of the first part, hath this day sold and by these Presents doth sell and Convey Grant and bargain unto the said Edmund H. Powell his heirs, assigns, Executors and administrators forever. all the tract or parcel of land Known and designated in the District of land subjected to sale at Mount Salus Land office Mississippi and lying and being in the County of Madison and State of Mississippi (Viz) as follows. The East half of the North West quarter of Section Number twenty five. Township No 10 Range two East. (E½ N W¼ S. 25. T. 10. R. 2 E) Containing 81 00/100 acres more or less — also the West half of the North West quarter of Section No 25. Township 10 of Range No 2 East, (W½ N W¼. S. 25. T. 10. R. 2 E) containing 81 00/100 acres more or less. — Also the East half of the North East quarter of Section Number twenty six Township Ten Range two East (E½. N E¼. S. 26. T. 10. R. 2. E) Containing 81 00/100 acres more or less — also the North half of the West half of the North East quarter of Section No 26. Township Ten Range two East (N½. W½. N E¼. S. 26. T. 10. R. 2. E.) Containing 40 00/100 acres —

Also the South half of the West half of the North East quarter of Section Number twenty six Township Ten Range Two East. (S½ W½ N E¼ S. 26. T. 10. R. 2 E) Containing 40 24/100 acres More or less. Also the West half of the South East quarter of Section Number twenty three Township Ten Range two East, (W½ S E¼ S. 23. T. 10. R. 2 E) Containing 80 51/100 acres More or less— Also the North half of the East half of the South West quarter of Section Number twenty six. Township Ten of Range two East, (N½ E½ S W¼ S. 26. T. 10. R. 2 E) Containing 40.25/100 acres More or less— Containing in all four hundred and forty acres More or less. To Have and to hold the aforesaid described premises unto the said Edmund H. Powell his heirs. assigns Executors and Administrators forever. And also all and singular the rights. profits. hereditaments and appurtenances of in. and to the said land and Premises in any wise appertaining or belonging to the only proper use and behoof of the said Edmund H. Powell his heirs & forever, And the said party of the first viz. the said Littleberry B. Cheatham and Mary his wife doth Covenant and agree to and with the said party of the second part, that the above described land and bargained Premises, they will forever warrant. and defend from themselves. their heirs. Executors. administrators, and from the right. title Claim or Claims or interest of all and every Person or persons whatever,

In testimony whereof the Party of the first part hath hereunto set their hands and Seals the day and date above written.

Attest.

L. B. Cheatham {seal}

Mary her X mark Cheatham {seal}

Alabama
Laurence County } This day Personally appeared before me John P. Ormond One of the Judges of the Supreme Court of the State of Alabama the within named Littleberry B. Cheatham and Mary his wife and acknowledged that they signed sealed and delivered the within Deed on the day of its date for the purposes therein expressed. And the said Mary being by me Examined Separate and apart, from her said 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 husband.

In Witness Whereof I have hereto set my hand and Certify the same to all Whom it may Concern this 27th day of April in the year of our Lord One thousand Eight hundred and thirty nine

J. P. Ormond
Judge Sup. Court State of Alabama

Thomas Williams } Received for Record April 30th & Recorded May 16th 1839
And
M. S. McKie } This Indenture made and entered into this twenty fourth day of April A.D. 1838 Between Thomas Williams of the one part. of the State of Tennessee and County of Maury. and Michael S. McKie of the other part, of the State of Mississippi Madison County Witnesseth that the said Thomas Williams for and in Consideration of the sum of four Thousand Dollars to him in hand paid by the said Michael S. McKie the receipt whereof is hereby acknowledged hath. given granted bargained sold and conveyed. and by these Presents doth give. grant, bargain sell and Convey unto the said Michael S. McKie a Certain tract or Parcel of land lying and being in the County of Madison and State of Mississippi and known and designated as North half of the East half of the South West quarter, and the North half of the West half of the South East quarter. And the South half of the West half of the South East quarter of Section No 34 Township No 10 Range 4 East, and North half of the East half of the North West quarter. and the West half of the North East quarter of Section No 3. Township 9. Range 4 East, Containing two hundred and

twenty acres More or less. together with all and singular the rights improvements and hereditaments thereunto appertaining. To Have and hold all and singularly the Premises aforesaid unto the said Michael S. McKie his heirs and assigns forever, And the said Thomas Williams for himself his heirs Executors Administrators & doth covenant and agree to warrant and forever defend the aforesaid bargained premises unto the said Michael S McKie his heirs Executors administrators & against the lawful claims of all Persons whatsoever.

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

State of Mississippi } Thomas Williams {seal}
Madison County } Personally appeared before me James M. Baker an acting Justice of the Peace for said County Thomas Williams who acknowledged that he signed sealed & delivered the foregoing Deed for the purposes therein expressed on the day and year therein written — Given under my hand and seal this twelfth day of April 1839
James M. Baker J.P. {seal}

Wm P. Perkins } Received for Record April 30th & Recorded May 16th 1839
Deed
E. H. Powell } This Indenture, Made and entered into this twenty fifth day of April in the year of our Lord One thousand Eight hundred and thirty Nine Between Wm P. Perkins & Jane M. his Wife of the County of Madison and State of Mississippi of the first part, and Edmund H. Powell of the second part Witnesseth That the said party of the first part, for and in consideration of the sum of Two thousand dollars to the party of the first part in hand paid by the said party of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have this day granted. bargained and sold. and by these presents do grant bargain and sell unto the said Edmund H Powell and to his heirs and assigns forever all and singular the following described tract or parcel of land situate lying and being in the County of Madison and State of Mississippi Known & described as follows to wit, The East half of the south East quarter of section Number twenty five in Township number Ten Range two East. Containing Eighty acres More or less. together with all and singular the Premises and appurtenances thereunto belonging or in any wise appertaining: To Have and to Hold to him the said Edmund H. Powell his heirs and assigns. all the foregoing described land and Premises in fee simple forever. And the said party of the first part, for themselves and their heirs Executors and administrators. by these Presents Covenant Promise and agree to and with the said party of the second part, and to his heirs Executors, and administrators that they well and their heirs Executors and administrators, shall forever warrant and defend the title to said granted land and premises against the claim or claims of all and every person and persons whosoever both at law and in Equity.

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

W. P. Perkins {seal}
Jane M. Perkins {seal}

The State of Mississippi }
Madison County } Personally appeared before me Joseph S. Pugh a member of the Board of Police in and for said County William P. Perkins who acknowledged that he signed sealed and delivered the foregoing deed as his own act and deed. Also on the same day and date came Jane M. Perkins wife of the said Wm P. Perkins who being Examined privately separate & apart from her said husband acknowledges that she signed sealed and delivered the foregoing Deed as her own act and deed freely & voluntarily without the fear or threats or compulsion of her said husband

Given under my hand and seal this 27th day of April 1839

Joseph B. Pugh {seal}
Member R.P.M.C.

N.D.

Wm. F. Smith and A. W. Smith } Received for Record April 30th & Recorded May 16th 1839

This Indenture made & entered into this the 30th day of April in the year of our Lord Eighteen hundred and thirty nine Between William F. Smith of the County of Hinds in the State of Mississippi of the first part and Andrew W. Smith of the County of Madison in said State of the other part. Witnesseth: That the said William F. for & in Consideration of the Sum of One hundred thousand Dollars to be paid as herein after Specified has this day bargained sold. Conveyed & Confirmed and by these Presents he does bargain sell. Convey and Confirm to the said Andrew W. his heirs & assigns the following tract or parcel of land with a Lot of Negroes hereinafter specified The said Lands situated and being in the County of Madison in said State and more fully known & designated as the East half of South East quarter of Section Eight. South half of Section Seven; West half of North East quarter of Section Nine. North West quarter of Section Ten; South West quarter of Section Ten. East half of North East quarter, and East half of South East quarter of Section Seventeen, West half of South East quarter of Section Seventeen, The North East quarter of Section Eighteen North East quarter of Section Twenty; West half of North West quarter of Section twenty. East half of North West quarter, of Section twenty. North West quarter of Section twenty One; South West quarter of Section Nine and the East half of the North East quarter of Section Nine, All in Township Eleven Range four East, Also the East half of South West quarter, and North half of the West half of South West quarter, of Section Twelve Township Eleven Range Three East, The said Negro Slaves are the following to Wit Bob aged 51 years. Robert 22 years, Harrison 20 years. Hampton 13 years. Reuben Pells 25 years Primus 40 years. Henry Hyrs Ben Bohn 18 years Arch 23. John 14. Billy B. 40. Charles B. 22. Harry 20. Stephen 24. Charles R. 35. Reuben 40. Billy M. 30, Saml L 20, Phil Sucker 13. Sam F 50 Peter 16. Ben L. 25, Adam 27. Lewis 24, Tom 40. Nat 14. Ben Smothers 10. Sam 8 Phil B. 8, Frederick 8, Alan 5. Red 5. Godfrey 2. David 5. Jack an infant, Ann 4, Gordon 5, Washington an infant, Harry 18 months, Harris 2½ months. the following females. Amy 50 years. Esther 35, Lucy Pope 25, Amy Smothers 35, Billy 18, Dorcas 30 Rachel 20. Crisp 23. Pallas 45, Nancy 32. Harriet 20. Susan 18, Nelly 40. Lucy B 15, Lilly 20. Patty 45, Milly 40. Chloe 18, Marica 16. Caroline 24. Caty 25 Dorcas F. 23. Lydia 15, Maria 14. Peggy 12. Linda 12. Patsy 10. Lyssa 10. Mary J Matilda 8. Molly 6. Anne 7. Syna 7. Mary 6. Lydia 2. Leanna 4. Hezziah 2. Charlotte 1. Betsy 1. Charity 2. Minne 6. Margaret an infant. Cassy an an infant, Sarah an infant, The said One hundred thousand dollars the Consideration for the above described land & negroes including 24 Mules, & Horses. One Ap. are to be paid as follows to Wit. The said Andrew W. hereby binds himself his heirs & assigns to pay & discharge Notes now owned by & in the hands of David Barrow to Wit. One Note drawn by said William F. for $10.511.99. dated December 1st 1838 in favor of N. Bryant endorsed by Hough Campbell & Bogart & Woodhus, payable at the Union Bank of Louisiana — due 12 Months from date, One Ditto drawn by same for $11.290.65. endorsed by same. Payable at same place two years after date, One Ditto drawn by same for $12.069.31. dated December 1. 1835, in favor of said Barrow payable as above three years after date, One Ditto drawn by same for $12.347.77 payable as last aforesaid to said Barrow four years from date. One Ditto drawn by same for $13.626.63 payable as last aforesaid to said Barrow five years from date. One Ditto drawn by same for $14.405;29. Payable as last aforesaid to said Barrow Six years from date — ; and

in addition to the foregoing the said Andrew W is to pay to said William F. the sum of twenty thousand dollars. $10.000. of which is to be paid on the 30th day of April 1842. and $10.000 on the 30th day of April 1843. as evidenced by two Promissory Notes for that purpose—

And the said William F. for himself his heirs and assigns to the said Andrew W his heirs and assigns for the Consideration aforesaid, the aforesaid land & its appurtenances with all of said Negro Slaves will warrant & forever defend against the Claim or Claims of any person or Persons whatever,

In testimony Whereof the said William F. hath hereunto set his hand & affixed his seal the day & date first above written.

Entertained before Beginning $ for $11.270 65. for $12.169.31. William F Smith {Seal}

State of Mississippi } ss.
Madison County } This day Personally appeared before the undersigned Clerk of the Circuit Court in & for the County aforesaid William F Smith whose signature is subscribed to the foregoing deed of Conveyance to Andrew W Smith. and the said William F acknowledged that he signed sealed and delivered the same as his act & deed for the purposes therein expressed

Given under my hand & seal of Office this 30th April 1839
S. D. Livingston. Clk

{Seal}

Loriet Anderson } Received for Record April 30th & Recorded May 16th 1839.
Relinquishment
R. B. Ricketts } Know all Men by these Presents that Loriet Anderson Wife of Wilson Anderson in Consideration of the Sum of Ten Dollars to her in hand paid by Reuben B. Ricketts of the County of Madison and State of Mississippi at and before the ensealing and delivery hereof the receipt whereof the said Loriet Anderson doth hereby acknowledge and for divers other good Causes and reasons her thereunto moving hath remised released and forever quit Claimed and by these Presents doth remise release and forever quit Claim unto the said Reuben B. Ricketts his heirs and assigns. all her dower and right and title of Dower and all other the Estate right title interest and Claim whatsoever both at law and in Equity of her the said Loriet Anderson which she now hath or which she or her heirs Executors or Administrators can or may at any time hereafter have claim or demand of in or out of all and singular the tract of land situate in the said County of Madison and conveyed by Wilson Anderson her said husband to Reuben B. Ricketts by deed bearing date the twenty second day of January Eighteen hundred and thirty five and described in said deed as follows to wit, The W½ of the S.E¼ of Section No 30 N W¼ & S.E¼ The S½ of the W½ of the S.E¼ of Section Seventeen township No 10 Range No 4 E containing altogether about four hundred and forty acres more or less reference being had to said deed duly Recorded in the Clerks office of Madison County all of which with more fully & fairly appear,

In testimony Whereof the said Loriet Anderson hath hereunto set her hand and seal this 14th day of April Eighteen hundred and thirty nine.

Loriet her mark Anderson {Seal}

The State of Mississippi } Personally appeared before me Samuel D Livingston
Madison County } Clerk of the Circuit Court of said County, Loriet Anderson Wife of Wilson Anderson, and subscribed her name to the within relinquishment of Dower, and separate and apart from her said husband acknowledged that she signed sealed and delivered the same as her act and deed freely and voluntarily of her own accord, without any fear threat or Compulsion of her said husband

Given under my hand and seal of office at Canton this 16th day of April 1839
Samuel D. Livingston Clk
By William Riley Deputy

{Seal}

F. L. Claiborne } Received for Record April 30th & Recorded May 16th 1839
And
Levi C Harris } This Indenture Made and entered into this 12th day of February A.D. 1839 between F. L. Claiborne of Adams County Trustee for the benefit of John F. H. Claiborne of the one part and Levi C Harris of Jefferson County of the other part Witnesseth that Whereas heretofore James W. B. Hutchins and his wife made and executed a Deed of Trust to secure the said John F. H. Claiborne against a certain liability therein mentioned by which certain lands to wit. the South West quarter and the South half of the South East quarter of Section twenty five Township 8 Range 2 East entered by Aaron L. Neal in Madison County Containing 240 acres More or less. Also 35 acres lying in the Swamp or Pearl River Bottom, also embraced in said Deed all of which was conveyed by said Neal to said Hutchins, and was by said Hutchins & wife conveyed to Charles P. Scott, in trust as aforesaid to be sold on failure to Pay said liability by said Hutchins, and Whereas said Scott afterwards by Consent of said Hutchins & Claiborne resigned said Trust, and E. W. Smallwood was appointed and afterwards by said Consent said Smallwood resigned said Trust, and the said F. L. Claiborne has been appointed, and Whereas the said James W. B. Hutchins wholly failed to Pay said debts, and the said F. L. Claiborne at the requirement of said John. F. H. Claiborne has Proceeded to advertise said land according to the requisitions of said Deed of Trust, and on the 11th Day of February 1839 Proceeded to sell the same at the Court House in Canton at which time and Place the said Harris became the Purchaser of said land for the sum of four thousand five hundred & fifty two Dollars. Now for and in consideration of the said sum of Money to me in hand Paid & said F. L. Claiborne by virtue of my Powers as Trustee do hereby sell alien enfeoff and convey unto said Harris and his heirs the aforesaid lands, To Have and to Hold the said lands to the said Harris and his heirs forever in fee simple

In Witness of which said Claiborne hereto sets his hand & seal this day first written

F. L. Claiborne Trustee {Seal}

State of Mississippi } ss.
High Court of Errors & Appeals } I Robert A. Patrick Clerk of said Court do hereby certify that the above named F. L. Claiborne appeared before me and acknowledged that he signed sealed and delivered the above and foregoing Deed as "Trustee" for the purposes therein set forth,

Given under my hand and seal of the Court this 12th day of February A.D. 1839

R. A. Patrick Clerk
By F. G. Hopkins Deputy Clerk

Saml. McCarley } Received for Record 6th & Recorded May 17th 1839
And
Eli Nichols } The State of Mississippi
Madison County } Know all men by these Presents that We Samuel McCarley & Rebecca his wife of the County and State aforesaid for and in consideration of the sum of fifty Dollars to them in hand paid the receipt whereof is hereby acknowledged have this day bargained sold and conveyed unto Eli Nichols of said County and State a certain Parcel of land lying and situated in the County of Madison and State of Mississippi Known and designated as the south half of the East half of the South East quarter of Section thirteen Township No Ten of Range No three East. Containing forty acres be the same more or less. which tract or parcel of land we do warrant and forever defend unto the said Eli Nichols his heirs Executors and administrators against our self our heirs Executors Administrators and assigns and against all and singular the Claim or Claims of all other Persons whatever. In Witness

Whereof we have hereunto set our hands and affixed our seals this Seventh day of October Eighteen hundred and thirty five.

Samuel Macauley {seal}
Rebecca her + mark McCauley {seal}

The State of Mississippi }
Madison County SS } Personally appeared before the undersigned a justice of the Peace of said County the within named Saml. McCauley & Rebecca his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed — Given under my hand and seal this 7th day of October 1835

Saml Hamblin J.P. {seal}

The State of Mississippi }
Madison County } Personally appeared before the undersigned an acting Justice of the peace in and for said County Rebecca McCauley wife of the above named Saml. McCauley who being by me examined separate and apart from her said husband who acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein mentioned as her own voluntary act and deed and not from any threat fear or compulsion of her said husband.

Given under my hand and seal this 7th day of Oct 1835

Saml Hamblin J.P. {seal}

Allen Cain
Lucd
Eli Nichols } Received for Record 6th & Recorded 17th May 1839

The State of Mississippi }
Madison County } Know all men by these presents that we Allen Cain & Nancy his wife of the County and State aforesaid for and in Consideration of the sum of One hundred and Eleven 00/100 dollars to them in hand paid the receipt whereof is hereby acknowledged have this day bargained sold and conveyed unto Eli Nichols of said County and State a Certain Parcel of land lying and being situated in the County of Madison and state of Mississippi Known and designated as the south half of the East half of the Northwest quarter of Section Eighteen Township No Ten of Range No four East, Containing forty acres be the same more or less which tract or parcel of land they do warrant and forever defend unto the said Eli Nichols his heirs Executors and administrators against our self our heirs Executors administrators or assigns and against all and singular the Claim or Claims of all other persons whatever

In Witness Whereof they have hereunto set their hands and affixed their seals this the Seventh day of October Eighteen hundred and thirty five

Allen Cain {seal}
Nancy her + mark Cain {seal}

State of Mississippi }
Madison County } Personally appeared before the undersigned a justice of the Peace of said County the within named Allen Cain & Nancy his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their own act and deed. Given under my hand and seal this 7th day of October 1835

Saml Hamblin J.P. {seal}

The State of Mississippi }
Madison County } Personally appeared before the undersigned an acting justice of the Peace in and for said County Nancy Cain wife of the above named Allen Cain who being by me examined separate and apart from her said husband who acknowledged that she signed sealed and delivered the within deed on the day and year therein mentioned as her own voluntary act and deed, and that from any threat fear or compulsion of her said husband.

Given under my hand and seal this 7th day of Oct 1835

Saml Hamblin J.P. {seal}

J. M. Wadlington
Deed Trust
E. H. Powell

Received for Record April 30th & Recorded May 17th 1839

This Indenture Made this Thirteth day of November in the year of Our Lord One thousand Eight hundred & thirty Eight between James M. Wadlington & Amanda M. his Wife of Madison County & State of Mississippi of the one part and Edmund H. Powell of the same County & State aforesaid of the second Part, and John H. Walker & Claiborne C. Herbert of the same County & State aforesaid & Felix G. Wadlington of Caldwell County & State of Kentucky of the third part Witnesseth that Whereas the said James M. Wadlington on the twenty seventh day of April in the year of our Lord Eighteen hundred & thirty seven made & executed his three several bonds or writings obligatory of that date each for the sum of two thousand five hundred dollars Payable to Pierson Lewis or order, one due & Payable on or before the first day of March Eighteen hundred & thirty Eight, another due & payable on or before the first day of March Eighteen hundred & thirty nine — and the other due and payable on or before the first day of March Eighteen hundred & forty — And Whereas the said John H. Walker, Claiborne C. Herbert, & Felix G. Wadlington signed the said Bonds or writings obligatory as sureties for the said James M. Wadlington And Whereas the said James M. Wadlington is desirous to secure the said John H. Walker Claiborne C. Herbert, & Felix G. Wadlington against any & all responsibility for the payment of the aforesaid Bonds or writings obligatory — Therefore he the said James M. Wadlington & Amanda M. his wife for & in Consideration of the Premises & for the further Consideration of One Dollar to them in hand paid by the said Edmund H. Powell the receipt whereof is hereby acknowledged, have bargained & sold & do now here bargain sell grant & Confirm & Convey to him the said Edmund H. Powell his representatives or legal successors the following tracts or parcels of land lying and being in the County & State aforesaid, to Wit the East half & North East quarter of Section four. Township Eight Range One West. Also a part of the West half of the North East quarter of Section four Township Eight Range One West containing fifty acres More or less — Also the following Personal property to Wit, a negro Named John about thirty Eight years old, a negro Named Ben about twenty Eight years old, a negro boy Named Johnson about Sixteen years old, a negro Boy Named Jack about Seven years old, Linah a negro Woman about forty years old, one Wagon & Harness, three Mules & a Roan horse blind in one Eye, one Gig & Harness & a large bay horse blind in his right eye, thirty one head of hogs, thirteen head of Cattle, present Crop of Corn fodder & Cotton, all their ploughs & Harrows & household & Kitchen furniture & also One hundred and forty acres of land being the same on which the said James M. Wadlington now lives. To Have & to hold the aforesaid land & negroes with their increase & the aforesaid horse Mules Waggon & Harness Gig and harness farming utensils, house hold & Kitchen furniture hogs Cattle & Crop of Corn, fodder & Cotton to the said Edmund H. Powell his successors & legal representatives free from and against the right title & Claim of them the said James M. Wadlington & Amanda M. his Wife and all and every other person or persons whomsoever and to the same as Warranted & are to be defended

But this Conveyance is on Trust that if the said James M. Wadlington shall pay the aforesaid Bonds or writings obligatory or Cause them to be paid so that the said John H. Walker, Claiborne C. Herbert & Felix G. Wadlington shall not become liable for or have to pay the same or any part thereof, then this deed is to be void & void. But if the said James M. Wadlington shall fail to pay the aforesaid bonds or writings obligatory or any one of them so that the Property of the said John H. Walker, Claiborne C. Herbert, & Felix G. Wadlington or the property of any one or more of them shall become liable for & be about to be sold for the Payment of the same or any Part thereof. Then the said Edmund H. Powell shall at the request of any of

the aforesaid Securities that may be about to suffer a loss on account of his Security ship sell the aforesaid real and personal property or so much thereof as shall be sufficient to indemnify such of the aforesaid Securities as may be about to suffer loss as aforesaid, after giving at least ten days notice of said sale in the Some News paper if there should at that time be no News paper printed in Canton then in Some News paper printed at Jackson Miss. — And if on any account a sale should not be ordered by one of the said Securities until after a loss has been actually sustained by one or more of them then a sale may be ordered & made in the same manner as aforesaid, and at the sale or sales of the aforesaid property the said Edmund H. Powell or his Successors & legal representatives shall make to the purchaser or purchasers for the Cash. Negroes & their increase &c. so Sold — but until such sale or sales shall take place the said James M. Wadlington, may retain possession of the property above Conveyed. ——— In testimony whereof the parties have hereunto set their hands and affixed their seals this day & year above written,

All interlineations & erasure made before the signing & delivery hereof.
Signed sealed & delivered in Presence of

J. M. Wadlington {seal}
Amanda M. Wadlington {seal}
John H. Walker {seal}
C. C. Herbert {seal}
E. H. Powell Trustee or agent {seal}

The State of Mississippi
Madison County } Personally appeared before me H. A. Foster a justice of the Peace in and for said County James M. Wadlington and Amanda M. Wadlington his wife who severally acknowledged that they signed sealed and delivered the foregoing deed as their act and deed. And on a Private examination separate and apart from her husband the said Amanda M. Wadlington acknowledged that she signed sealed and delivered the same as her voluntary act and deed without any threats fear or Compulsion from her said husband. — Given under my hand and seal this 9th day of April A.D. 1839

H. A. Foster J.P.

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 H. Walker and acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal of Office at Canton this 28th day of April A.D. 1839

{seal}

John T. Cameron Clerk

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

Given under my hand and seal of Office at Canton this 29th day of April A.D. 1839

{seal}

John T. Cameron Clerk

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

Given under my hand and seal of Office at Canton this 30th day of April A.D. 1839

John T. Cameron Clerk

Walker & Dinkins Received for Record 6th & Recorded 17th May 1839
Title Bond
Leroy Spring

Know all men by these Presents that we William F. Walker and Elizabeth H. Dinkins Administrators of Rufus K. Dinkins, are firmly held and bound unto Leroy Spring his heirs & in the sum of four thousand one hundred dollars to which payment well and truly to be made we bind ourselves as Administrators as aforesaid and our successors as aforesaid. Given under our hands & seals this first day of May one thousand Eight hundred and thirty nine -

The Condition of the above obligation is such that whereas the above bound Administrators hath the day of the date hereof bargained and sold under an order of the Probate Court of Madison County sold and Contracted for the sale of a Certain tract or Parcel of land known and designated as the North half of the West half of North East 1/4 of Section 7. Township 8 Range 3 East, and the South 1/2 of the West 1/2 of North East 1/4, and the North 1/2 of the West 1/2 of South East 1/4 of Section No 7 of Township 8 Range 3 East, - also the North half of the South West quarter of Section 7. Township 8 Range 3 East, together with all and singular the rights and Credits thereunto belonging or appertaining. Now if the said William F. Walker and Elizabeth H. Dinkins Administrators as aforesaid or their Successors shall upon upon the payment of two several Promissory Notes executed by said Leroy Springs and A D Dinkins bearing even date with these presents for the sum of one thousand and twenty five dollars each, one due on the first day of January 1840. and 1841. shall fail to make a title to said land aforedescribed such as is vested in them. then this obligation is to be in full force and effect, But if such title is made then it is to - wholly null and void.

W F Walker Administrator {Seal}
E. H. Dinkins Administratrix {Seal}

C. C Shackleford
J. F Cook, attest.

The State of Mississippi } Personally appeared before me John S. Cameron Clerk of the
Madison County ss } Probate Court of said County C. C. Shackelford one of the subscribing witnesses to the foregoing instrument who being duly sworn deposeth and saith that he saw William F. Walker sign seal and deliver said instrument on the day and year therein Mentioned. that he this deponent subscribed his name as a Witness thereto in in Presence of said Walker on the day and year therein Mentioned.

Given under my hand and seal of Office at Canton this 6th Day of May AD. 1839

{Seal}

John S. Cameron Clerk

The State of Mississippi } Personally appeared before me John S. Cameron Clerk of the
Madison County ss } Probate Court of said County John F. Cook one of the subscribing Witnesses to the foregoing instrument who being duly sworn deposeth and saith that he saw Elizabeth H Dinkins sign seal and deliver said instrument. that he this deponent subscribed his name thereto as a Witness in presence of the said Elizabeth H. Dinkins on the day and year therein Mentioned.

Given under my hand and seal of Office at Canton this 6th Day of May AD. 1839

John S. Cameron Clerk

Thomas Bray
Mortgage
Green & Andrews

Received for Record 3rd & Recorded May 17th 1839

This Indenture Made this - - day of - - in the year of our Lord One thousand Eighty hundred and thirty nine Between Thomas Bray of the County of Madison State of Mississippi of the one part, and Charles B Green and John G Andrews of the same County and State of the other part, Whereas the said Parties did on or about the 18th day of September 1837 enter into Co partnership for the

purpose of working a saw and Grist Mill on Pearl River in said County, and carrying on the lumber business, as well more fully appear reference being had to the articles of said Copartnership. And Whereas divers Slaves and other property have been purchased by the parties aforesaid for the purpose of carrying on said Mills and the lumber business, Whereas the said Bray brought nothing into said Concern the Mills & Woodland being furnished by the said Green and Andrews, and the said Slaves and other property being bought on the Credit of said Green and Andrews, and whereas the said Bray hath paid no part of the purchase Money of said Slaves or other property, lending his name only to the Notes and other obligations given for the purchase of said property, so to raise money for some of the Purchases. Now this Indenture Witnesseth that the said Thomas Bray as well for the Consideration of Ten dollars to him in hand paid by said Green and Andrews the receipt whereof is hereby acknowledged as to secure and indemnify the said Green and Andrews, their heirs Executors and administrators against all responsibilities entered into for the purchase of the Slaves and other property purchased for the use of said Copartnership, and to refund to them their heirs Executors and Administrators all advances of Money and other things advanced and furnished by them for the said firm, in case said Bray shall not pay to them his proportion of said advances, and to secure said harmless and indemnify them their heirs &c in all cases where said Bray may make default in fulfilling his obligations as one of the Partners of said firm hath granted, bargained sold, aliened, transferred, assigned conveyed and Confirmed, and by these Presents doth grant, bargain, sell, alien transfer assign convey and Confirm to the said Green and Andrews, their heirs Executors, administrators and assigns all his right title interest property claim and demand whatever in and to the Northwest quarter of Section Thirty Six in Township No Eight, Range No Three East, Choctaw District. Containing One hundred and forty six and half acres of land, be the same More or less. Also in and to the following Slaves and other personal Estate to Wit, David aged about 36 years Lewis about 33. Harry about 28. Henry 26, George 21. Ben 23. Negro Isaiah 29. Arthur 30. John 28. Roxy 25. Peggy 24 and Eliza daughter of Roxy about 2, Four Milch Cows and Calves, and 2 yearlings 7 head of Oxen. 15 Hogs. 1 Gray filly, 1 feather Bed. Bed stead and Bedding 1 shot Gun, 1 Bureau. 1 Mirror. 2 flat Boats and 2 Skiffs 1 P Timber Wheels and one Waggon, To Have and to hold the said tract of land hereditaments and premises hereby granted or intended so to be, and whatever partakes of the nature of Real Estate, to the said Green and Andrews (as tenants in Common and not as joint tenants) their heirs and assigns to the only proper use and behoof of the said Green and Andrews their heirs and assigns forever, and the aforesaid Slaves, and the increase of the females and other personal Estate before mentioned or intended so to be, and whatever partakes of the nature of Personal Estate to the said Green and Andrews (as tenants in Common) their Executors Administrators and assigns forever. Provided that if the said Thomas Bray his heirs Executors and Administrators shall and do well and truly pay or cause to be paid one fourth part of the Notes and responsibilities given for the purchase of the property aforesaid and one fourth part of the Notes and responsibilities given to raise money for the purchase of property for the use of said Copartnership, and secure, save harmless and indemnify the said Green and Andrews or either of them their heirs Executors and administrators for and on account of their responsibilities for him the said Bray in all Cases whatever, and shall well and truly account and pay over to said Green and Andrews, their heirs Executors or Administrators all Money and other property and articles embraced in said Copartnership, and so much thereof as shall come to his hands and which shall or may belong to them, their heirs Executors or Administrators and shall in all things perform and fulfil his Covenants and agreements mentioned in said articles of Copartnership to be Kept and Performed by him, then and from thenceforth this Present Indenture and the Estate, right title interest and

claim hereby granted and Conveyed, shall Cease determine and become absolutely null and void to all intents and Purposes, any thing herein before Contained to the Contrary notwithstanding.

In testimony whereof the said Thomas Bray hath hereto set his hand and seal on the day and year first above written.

Signed sealed & delivered in presence of
Saml McLancaster
Julius Jackson

Thomas Bray {Seal}

State of Mississippi } Personally before the undersigned one of the Justices of the
Madison County } peace in and for said County appeared Thomas Bray the aforesaid grantor who acknowledged that he signed sealed and delivered the foregoing Deed to said Green and Andrews on the day and year therein mentioned as his voluntary act and for the uses and purposes therein expressed.

Given under my hand and seal this 2nd day of May in the year of our Lord one thousand Eight hundred and thirty Nine

Gideon Bass {seal}

5) ~~and~~ 6

Elizabeth Rester } Received for Record } 4th } Recorded } May 6th 1839
Relinquishment } The State of Mississippi }
Thomas Collins } Carroll County } Know all men by these Presents that I Elizabeth Rester the wife of Hezekiah Rester of the County of Carroll and State of Mississippi for and
16 in consideration of the sum of Ten Dollars to me in hand paid by Thomas Collins of the County of Madison & State aforesaid the receipt whereof I do hereby acknowledge do
3QCD by these presents remise release and forever quit Claim to all and singular any right title or Claim of Dower which I now have or may have heretofore had in and to the following described lands to wit. (The South East quarter of Section Eighteen. The West half of the South West quarter of Section Twenty in Township No Nine of Range No Nine East. The North half of the East half of North East quarter of Section twenty four. Also North half of East half of North West quarter of Section Thirteen in Township Number Nine of Range Number two East, which said lands were Conveyed by my said husband to said Thomas Collins by deed dated the Seventh day of November AD 1833 and I do hereby Covenant and and agree with the said Thomas Collins his heirs Executors administrators & that I will and my heirs Executors, administrators & shall warrant and forever defend the right and title to the aforegranted Premises unto the said Thomas Collins against myself my heirs & and against all Persons whomsoever Claiming or to Claim the same or any Part thereof.

In testimony Whereof I have hereunto set my hand and seal this 30th day of April AD. 1839.

The Words "in Township No Nine of Range No Nine East" were interlined before signing & sealing &c.

Elizabeth her X mark Rester {Seal}

The State of Mississippi } Personally appeared before me Angus McMillan an acting
Carroll County } Justice of the Peace in and for said County the above named Elizabeth Rester the wife of Hezekiah Rester. whose name is signed to the foregoing relinquishment of Dower and on a private examination separate and apart from her husband acknowledged that she signed, sealed and delivered said relinquishment on the day and year therein mentioned as her voluntary act & deed freely without any fear threats or compulsion of her said husband.

Given under my hand and seal this 30th day of April AD 1839

A. McMillan J P {Seal}

The State of Mississippi }
Carroll County } I Thomas Rhodes Clerk of the Probate Court of said County do Certify that Angus McMillan before whom the within acknowledgement was taken and whose proper name and signature appears under subscribed

thereto was at the time of taking and subscribing the same an acting Justice of the Peace of said County duly sworn and Commissioned.

Given under my hand and seal of office at Carrollton this 30th day of April A.D. 1839

{seal}

Thos R Rhodes Clerk

Thomas C. Johnson Assignment Saffray & Crane } Received for Record & Recorded May 17th 1839

Indenture made this Eighteenth day of October in the year of our Lord one thousand eight hundred and thirty seven Between Thomas C. Johnson Merchant one of the late firm of Thomas C. Johnson and Company of Madisonville state of Mississippi of the first part, and Robert Saffray and David Brown Crane of the City and State of New-York Merchants of the second part, Whereas Henry S. Foote the former Partner of said firm heretofore sold and assigned to the said Thomas C. Johnson all his interest in all and singular the property, Estate and effects of said firm, and the said Thomas C. Johnson hath Covenanted and agreed to pay and discharge all the debts due by said firm — and whereas by reason of the ill health of the said Thomas C. Johnson it is doubtful whether the business of said firm can be carried on or wound up and settled by him, to the best advantage of himself, and the Creditors of the same — and he hath determined for the benefit of all parties to assign and transfer the Property and estate of said late firm in trust for the benefit of all the Creditors of the same as hereinafter mentioned, Now this Agreement Witnesseth that the said party of the first part, in Consideration of the premises, and also of the sum of Ten dollars to him in hand paid by the parties of the second part, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold conveyed assigned transferred and set over, and by these presents doth grant, bargain sell convey assign transfer and set over, unto them the said Parties of the second part as joint tenants, and not as tenants in Common, their heirs Executors administrators and assigns, all the lands tenements and hereditaments, goods, chattels Merchandise, debts and sums of money and Choses in action, due owing or belonging unto the said Thomas C. Johnson and Company, or to him the said Thomas C. Johnson as grantee of the same, and all Monuments of Title, books of accounts, vouchers and securities relating to the same, and more specially all and singular the goods wares and Merchandise of the said firm, and of the said Thomas C. Johnson now being at the Store and Premises of said Thomas C. Johnson at Madisonville aforesaid, with the books of account, vouchers and securities there being: and all the debts, dues and demands due to him or said Firm, and whether in the said Books, vouchers and securities Mentioned and described or not, and all the ~~title~~ right, title interest Claim and demands of the party of the first part, of in and to the same, and to each and every part and Parcel thereof, In Trust Nevertheless and for the uses and purposes following viz. After paying the expenses incident to this assignment, and the trusts therein Contained, to sell and dispose of the same to the best advantage, and from the Proceeds thereof to pay the several persons and firms whose names are Mentioned in the Schedule hereunto annexed Marked A such sum and sums as may be due to them respectively, paying the Surplus if any there be to the party hereto of the first part, or his legal representatives — but should such assigned property be insufficient to pay the same in full, then to pay and dispose of such Proceeds to and amongst said Persons and firms Pro Rata. And the said party of the first part doth constitute and appoint the said parties of the second part, and each of them, and their legal representatives the true and lawful attorney and attorneys irrevocable of the said party of the first part in the Premises with full power and authority to have take and receive all and singular said assigned premises, and in the name of the said party of the first part or otherwise to Prosecute and Perform all and every act, matter, and thing in the law or otherwise necessary and Proper to carry into

full and complete effect the true intent and purpose of these Presents with full power of substitution and revocation.

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

Sealed and delivered in Presence of
Edward. S. Saffray
Dennis Thomson

Thos. C. Johnson {Seal}
David B. Crane {Seal}
Robert Saffray {Seal}

Schedule A

R. Saffray & Company	New York.	of 1858 about 72/100	R. H. Osgood & C	New York	of 1510 about 74/100
Margnand & C	"	449 70/100	E & N Hull	"	1987 75/100
Fellows Read & C	"	1392 17/100	Chandler Marrin & C	"	200 14/100
Churchill Southmayd & C	"	930 96/100	Brewster Soloman & C	"	1192 43/100
Grant & Barton	"	1269 36/100	Comstock & Andrews	"	186 25/100
George Tredwell	"	61 88/100	Mathy & Starr	"	570 85/100
Smith & Wright	"	402 46/100	R. L. Smith & C	"	234 32/100
Hull & Brown	"	218 05/100	Schuy Walter Lockwood & C	"	1279 44/100
Downes & C	"	1892 35/100	Wolfe & Clarke	"	293 28/100
White & Richards	"	265 32/100	Bailey Ward & C	"	197 27/100
Evans & Carman	"	1521 89/100	Alex T. Stewart & C	"	576 05/100
Edward Cooke & C	"	438 30/100	A. B. Grannis & C	"	1854 09/100
Grigg & Elliott	of Philadelphia	454 41/100			

The State of Mississippi } Personally appeared before me Seneca Pratt a justice of the Peace
Hinds County } for said County Joseph Davenport and on oath says that the above named Thos. C. Johnson and David B Crane did acknowledge that they signed sealed & delivered the above instrument, and further says that he is well acquainted with the signature of Robert Saffray, and that he verily believes the above to be his signature.

Sworn to & subscribed before me this 15th day of December 1837 — J. Davenport

Seneca Pratt. J.P.

Mayor M. Harper Decd
A. B. Bridges

Received for Record 10th & Recorded May 18th 1839

The State of Mississippi
Madison County } Know all Men by these Presents that we M. H. Harper & Susan L. Harper My wife have this day for and in Consideration of the sum of one thousand Dollars to us in hand paid the receipt whereof is hereby acknowledged, bargained sold and delivered unto Abram B. Bridges of the County and State aforesaid all our right title Claim & interest in and to the following lands together with all the appurtenances hereditaments and improvements to wit. The E½ of S.E¼ Sec No. 1. T. 9. R. 4 E. & the S½ of N½ of the S.W¼ Sec 6. T. 9. R. 5 E. situated in the Choctaw District of land West of Pearl River subject to sale at Mount Salus Miss. the title of said land we bind our selves heirs administrators and assigns to warrant and defend against all legal Claims unto the said Abram B. Bridges Administrators & assigns forever.

Witness our hands and seals this the 26th of December 1835

Witness M. D. Sanders
G. W. Ury

M. H. Harper {Seal}
Susan Harper {Seal}

The State of Mississippi } Personally appeared before me George W. Ury one of the acting
Marshall County } justices of the peace and Notary Public Ex officio for said County M. H. Harper and Susan his Wife whose Names are subscribed to the within Deed of Conveyance who acknowledged that they signed sealed and delivered the same to Abram B. Bridges on the day and year therein named as their act and deed. And the said Susan Wife of the said M. H. Harper being by me examined separate and apart from her said 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 husband, Given under my hand & seal this 30th day of April AD 1839

G W Ury {L.S.}
Justice of the peace and Notary Public Ex officio

The State of Mississippi
Marshall County } I William H. Bonsland Clerk of the Probate Court of said County do hereby Certify that George W Ury whose Certificates appear within is an acting justice of the peace in and for the County of Marshall aforesaid duly commissioned and qualified and that all of his official acts as such are entitled to full faith and Credit.

Given under my hand and the seal of said Court at office this 30th day of April AD. 1839

{seal}

Will H Bonsland Clk
By G Waite DC.

Wm M. Gwin Marshall } Received for Record 2nd & Recorded 21st May 1839
Used
H. R. W Neill } This Indenture Made and entered into this twenty Ninth day of April in the year of our Lord One thousand Eight hundred and thirty Nine between William M Gwin Marshal of the Southern District of Mississippi of the one part, and Henry R W Neill of the other Part Witnesseth, Whereas a Writ of fi fa duly issued from the Circuit Court of the United States for the District of Mississippi directed to the said Marshal at the suit of Aza S. Clark & Co against the goods and Chattels lands and tenements of William Bennett, John H Walker and Samuel Thornhill, returnable to the May term of said Court Eighteen hundred & thirty nine No 1418, for the sum of Fifty four hundred and fifty four dollars and seventy one Cents, which said Writ of fi fa was levied on a tract of land three miles West of Canton described as follows North half, West half, and East half of South West quarter, Section twenty two; West half of East half and West half North East quarter: East half North West quarter, and East half South West quarter Section twenty eight township Nine Range five East, Containing four hundred acres More or less, lying in the County of Madison and State of Mississippi with the appurtenances, as the lands and tenements of the above named defendant William Bennett, And the said Marshal having given Thirty days previous notice that the above described tract of land would be sold at Public auction by virtue of said Writ of fi fa. on the day and year first above written between the hours of Eleven A. Clock A.M. and four A. Clock P.M. of said day at the Court house of said County of Madison, did at the same time and place offer said premises for sale at Public auction and the said Henry R.W Neill party of the second part, there and there appeared and bid for the Premises the sum of Thirty six hundred Dollars which said sum was more than any other person offered or bid for the same: Wherefore the said Premises were struck off to the said Henry R.W Neill who hath payed to said Marshal the said Purchase money being the highest and best bidder therefor; Now this Indenture Witnesseth that the said Wm M Gwin Marshal as aforesaid, for and in Consideration of the Premises and of the said sum of Thirty ~ ~ ~ ~ ~ Dollars to him the said Marshall in hand well and truly paid by the said Henry R.W Neill, at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, hath this day granted, bargained sold, aliened and Conveyed, and by these Presents doth grant bargain sell alien and Convey unto the said Henry R.W. Neill his heirs and assigns forever all and singular the before described Premises hereditaments, Privileges and appurtenances thereunto belonging or in any wise Appertaining, To Have and to hold the said Premises Privileges and appurtenances and all the right interest title or Claim both at law and in Equity of him the said William Bennett the above named Defendant, of or to the same unto the said Henry R.W Neill his heirs and assigns forever ——— In Witness Whereof the said William M Gwin

Marshal as aforesaid, hath hereunto set his hand and seal. the day and year first above written.

Wm. M. Gwin {seal}
Per Deputy J. F. Cook {seal}

The State of Mississippi
Madison County ss} Personally appeared before me John S. Cameron Clerk of the Probate Court of said County John F Cook Deputy for William M Gwin Marshal of the Southern District of Mississippi who acknowledged he signed sealed and delivered the foregoing Deed on the day and year therein Mentioned as and for the act and deed of the said William M Gwin Marshal as aforesaid

Given under my hand and seal of Office at Canton this 2nd Day of May A.D. 1839

{seal}

John S. Cameron Clerk

W. M. Gwin Marshal
Bill of Sale
H. R. W. Heill } Received for Record 2nd & Recorded 20th May 1839

Received of Henry R. W. Heill One thousand and seventeen Dollars 54 Cents in full for a Negro boy Wesley, which Negro I have this day sold at Marshal Sale as the Property of Wm Bennett to satisfy sundry Executions in my hands Ng & Dick & Co vs. Wm Bennett & Sureties and Joseph Lattand vs Bennett & Hoy & Sureties which Executions were duly levied and the Property advertised and sold. according to law -

Given under my hand and seal April 29th 1839

Wm M Gwin Marshal {seal}
Per Deputy J. F. Cook

The State of Mississippi
Madison County ss} Personally appeared before me John S. Cameron Clerk of the Probate Court of said County John F Cook Deputy for Wm M. Gwin Marshal of the Southern District of Mississippi and acknowledged that he signed sealed and delivered the foregoing Bill of Sale on the day and year therein mentioned as and for the act and deed of the said Wm M. Gwin Marshal as aforesaid

Given under my hand and seal of Office at Canton this 2nd Day of May A.D. 1839

{seal}

John S. Cameron Clerk

W. M. Gwin Marshal
Bill Sale
H. R. W. Heill } Received for Record 6th & Recorded 20th May 1839

Joseph Lattan vs Bennett & Hoy	Circuit Court U.S.	Fi Fa	4th May	Term 1839
N & J Dick & Co " Bennett & Moore	Same		"	"
N & J Dick & Co " Wm Bennett & Sureties	Same		"	"

Received of H. R. W. Heill five thousand four hundred and ten dollars in full for three Negroes Slaves (Viz) Mahala. Allen. George. Billy. Sam. Jack. Clarissa. Matthew, and Charity which Negroes I have this day sold at Marshals Sale as the Property of Wm Bennett to satisfy the above stated Executions to me directed, which Executions were duly levied and the property advertised and sold according to law.

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

Wm M Gwin Marshal {seal}
per Deputy J. F. Cook.

The State of Mississippi
Madison County ss} Personally appeared before me John S. Cameron Clerk of the Probate Court of said County John F Cook Deputy for Wm M. Gwin Marshal of the Southern District of Mississippi and acknowledged that he signed sealed and delivered the foregoing Bill of Sale on the day and year therein mentioned as and for the act and deed of said Wm M. Gwin Marshal as aforesaid

Given under my hand and seal of office at Canton this 6th day of May A.D. 1839

{seal}

John S. Cameron Clerk

Thomas Hardeman M. } Received for Record 6th & Recorded May 21st 1839
Lucd
Henry R. W. Heill } We Thomas Hardeman M. and Lucretia N. Hardeman have this day bargained and sold and do hereby transfer and Convey to Harry R. W. Heill for the consideration of Twelve thousand Eight hundred dollars to us paid by the said Harry R. W. Heill the following described tract or Parcel of land, situated lying and being in the County of Madison and State of Mississippi and Known as the Seventh section in Township Eight Range two East, Containing by Estimation Six hundred and forty acres More or less. To Have and to hold the aforesaid land and appurtenances to the said Harry R. W. Heill his heirs Executors and administrators forever ~~the Year of Christ Nine year~~ We do covenant with the said Harry R. W. Heill his heirs and assigns that we are lawfully seized of the aforesaid land and bargained Premises, and that the same is unincumbered, and that we have a good right to Convey the same. We do further Covenant and bind ourselves heirs Executors, Administrators and assigns to Warrant and forever defend the aforesaid land and bargained Premises and every Part thereof to the said Harry R. W. Heill his heirs and assigns against the lawful Claims of all persons whatever,

Witness our hands and seals this 4th day May 1839

Thos Hardeman M. {Seal}
Lucretia N Hardeman {Seal}

the erasure made before signing
Test John S Brien

The State of Mississippi } Personally appeared before me Thos Shackelford the undersigned
Madison County ss } Judge of Probate in and for said County Thomas Hardeman M. and Lucretia N. Hardeman his wife whose names are subscribed to the within and foregoing Deed and acknowledged that they signed sealed and delivered the same as their act and deed for the Purposes therein specified, on the day and year therein written

And the said Lucretia N. Hardeman being examined by me separate and apart from her said husband, acknowledged that she signed sealed and delivered the same on the day and year therein written as her voluntary act and deed without any fear, threat or Compulsion from her husband.

Given under my hand and seal on the fourth day of May AD 1839

Thos. Shackelford {Seal}
Judge of Probate

Thomas Hardeman M. } Received for Record 6th & Recorded 21st May 1839
Lucd
H. R. W. Heill } We Thomas Hardeman M. and Lucretia N. Hardeman have this day bargained and sold, and do hereby transfer and Convey to Harry R. W. Heill for the Consideration of Nine thousand Six hundred dollars to us paid by the said Harry R. W. Heill the following described Tract or Parcel of land situated lying and being in the County of Madison and State of Mississippi and known as the West half of section Twenty two and the South West quarter of Section fifteen of Township Eight Range two East, containing by estimation four hundred and Eighty acres More or less. and the same tract of land purchased by the said Thomas Hardeman from Realcot Alford and Harriet Alford. To Have and to Hold the aforesaid land and appurtenances to the said Harry R. W. Heill his heirs and assigns forever. We do Covenant with the said Harry R. W. Heill that we are lawfully seized of the said land and bargained Premises, and have a good right to Convey the same, and that the same is unincumbered. We do further covenant and bind ourselves heirs Executors, administrators and assigns to forever Warrant and defend the aforesaid land and appurtenances and every part thereof to the said Harry R. W. Heill his heirs and assigns forever, against the lawful Claims of all persons whatever,

Witness our hands and seals this the 4th day of May AD 1839

Thos Hardeman M. {Seal}
Lucretia N. Hardeman {Seal}

Test
John S. Brien

The State of Mississippi } Personally appeared before me Thos Shackelford the undersigned
Madison County } Judge of Probate in and for said County Thos Hardeman M.
and Lucretia N. Hardeman his Wife whose names are subscribed to the within
and foregoing deed and acknowledged that they signed sealed and delivered the
same as their act and deed for the purposes therein specified, on the day and year
therein written. And the said Lucretia N. Hardeman being examined by me
separate and apart from her said husband acknowledged that she signed sealed
and delivered the same as her act and deed voluntarily, on the day & year therein
written, without any fear. threats or Compulsion from her husband.

Given under my hand and seal on the fourth day of May
A.D. 1839

Thos. Shackelford
Judge of Probate {Seal}

Thomas Hardeman } Received for Record 6th & Recorded May 21st 1839
Bill of Sale
Henry R.N. Neill } Received of H. R. N. Neill Seventeen thousand Seven hundred
Dollars for the following Negroes- the Names- ages and Prices annexed to each
to wit, Abram aged 60. for $300, George 38. for $500, Mary ann 30 for $650. -
Mary 14. for $650. Martha 12 for $50. Hannah 10. for $350. Billy 26 for $900.
Reltu 36 for $400. Stephen 9 for $400, Betsey 5 for $200 - Arch 25 for 950. Lewis
21 for $675, Judith infant for $100. Lewis 24. for $950. Minna 32. for $725 -
Mike 17 for $500. Harry 16 for $500. Jimmy 36 for $600. Jesse 19 for $925 - York
24 for $950. Jessen 16 for $725. Daniel 28 for $900. Killy 19 for $750. Barry
(infant) for $150. Sylla 15 for $675, Lucky 18 for $775. Horace 23 for $900. which
said several prices make the sum of $17,700. for and in Consideration of which
said sum I have sold the aforesaid Negroes to the said Neill. the right and
title to each and every one I Warrant and Will forever defend to the
said Neill his heirs and assigns, and that they are sound and healthy
in body and Mind and that they are slaves for life

Witness my hand and seal this 6th day of May A.D. 1839

Thos Hardeman M. {Seal}

Witness
Will. Hardeman
John Montgomery

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County ss } of the Probate Court of said County the Attesting named
Thomas Hardeman who 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 6th Day of May A.D. 1839

John T. Cameron Clerk

S. M. Flournoy Shff } Received for Record 2nd & Recorded May 21st 1839
Deed
Samd M. Puckett } This Indenture, Made and entered into this fifteenth 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 M.
Puckett of the Second Part, Witnesseth that Thomas Judgement was Rendered by the
Circuit Court of the County of Madison aforesaid, against Keathly Sanders in the follow-
-ing Cases viz: at the April Term 1836 of said Court, in favor of Lorenzo Latham for
557 dollars & 19 Cents, and in favor of Robert McMurry a Citizen of Allen Courtney for 204
dollars; - At the October Term 1836 of said Court in favor of John McKinstry & Robert,

McKinstry for 211 dollars & 5 cents — At the April Term 1837 of said Court in favor of Hubert M. Thompson & James L. Thompson for 391 & 8 cents, in favor Alexander T. Rogers for 158 dollars & 35 cents, in favor of Henry Phillips John Mann & Charles Starr for 81 dollars & 40 cents, in favor of Lesse Hunt & Samuel Hull for 213 dollars & 79 cents, — in favor of James A. Cooper for 248 dollars & 95 cents, in favor of John P. Byatt for 410 dollars & 75 cents, in favor of John B. Fox & Samuel S. Fox for 123 dollars & 43 cents, in favor of John Montgomery for 203 dollars & 38 cents — At the April Term 1838 of said Court in favor of George F. Rogers & Philemon H. Petty surviving Partners of the firm of George F. Rogers Philemon H. Petty & Thomas Rus. for 376 dollars & 52 cents, in favor of William C. Herrold use of Alexander McIntyre for 64 dollars & 80 cents, in favor of Bennett B. Uzzell and James Bissell for 229 & fifty cents, in favor of Samuel Ford & William Sutherland for 113 dollars & 34 cents, in favor of William A. Hardwick for 244 dollars & 64 cents, in favor of Samuel J. Feamster for 83 dollars & 38 cents, in favor of George F. Bartlett, Thomas H. Grodall & Abram Roberts for 97 dollars & 23 cents, in favor of Samuel Folker, Miles C. Folker, Robert W. Rogers & Thomas F. Walker, for 887 dollars & 96 cents, in favor of T. C. Tupper & John H. Rollins for 109 dollars 21 cents, in favor of Richard Embanks for 321 dollars & 75 cents, in favor of John A. Gooch for 108 dollars & 59 cents, in favor of Simon Hazaman, Benjamin Hazaman & William Eastone for 468 dollars & 38 cents — in favor of Stephen A. Booth use of Hosea Martin Campbell for 138 dollars & 68 cents, in favor of William Securiscout for 71 dollars & 35 cents — in favor of Oscar F. C. Stuart & William H. Mitchell for 1055 dollars & 25 cents, in favor of John A. LeGrand use of Ramsey, McCoy for 113 dollars with interest at the rate of eight per cent per annum from date until paid and cost of suits, said Whereas writs of Fieri facias issued from the office of the Clerk of the Circuit Court aforesaid directed to the Sheriff of Madison County, aforesaid, commanding him that of the goods and Chattels lands and tenements, of the aforesaid Keithly Sanders, he cause to be made the sums of Money mentioned in said Writs of Fieri Facias, to render to the said Plaintiffs at the April Term A.D. 1839 of said Court, and the said Sheriff in conformity of the command of said Writs proceeded on the 19th day of December A.D. 1838 to levy the aforesaid writs 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 Viz: as the South half of the North East eighth of Section Seven in Township Ten of Range four East, containing forty acres. The East half of South East quarter of same Section, Township and Range containing eighty acres. The West half of North West quarter of Section Eight in Township Ten of Range four East, Containing eighty acres. The South West quarter of Section Eight in Township Ten of Range four East, Containing one hundred and sixty acres. The North half of South East eighth of Section Eight in Township Ten of Range four East, Containing forty acres together with all the other lands adjoining thereto and owned by said Keithly Sanders including the whole of the Present residence and plantation of said Sanders with all improvements thereon, Containing by estimation Five hundred & Sixty acres, be the same more or less. and the said Sheriff proceeded to advertise the same for thirty days previous to the fifteenth day of April A.D. 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 aforesaid also proceeded on the fifteenth 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 M. Puckett appeared and bid four hundred & forty Dollars which was more than any other person did or would bid. Now Therefore for and in Consideration of the aforesaid sum of four hundred & forty 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 M. Puckett, all the right, title interest, and Claim of the aforesaid Keithly Sanders in and to the aforesaid tract or parcel of land

together with all and singular the appurtenances thereunto belonging or in any wise appertaining. To Have and to hold the same forever free from the said Keithly Sanders his heirs Executors and Administrators.

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

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

Given under my hand and seal of Office at Canton this
{Seal} 2nd day of May A.D. 1839

John T. Cameron Clerk

Hector McNeill } Received for Record 2nd & Recorded May 22
Mortgage
Alex. McNeill } This Indenture Made and entered into this 2nd Day of May Eighteen hundred and thirty Nine Between Hector McNeill of Choctaw County and Alexander McNeill of the County of Marion both of the State of Mississippi. Witnesseth, that said Hector McNeill for and in Consideration of the sum of Ten dollars to him in hand paid by said Alexander McNeill, and for the Considerations hereinafter mentioned firmly bargains, sells, aliens, consigns, and confirms unto the said Alexander McNeill and his heirs the following Parcel or tract of land situate, lying and being in the County of Madison, State of Mississippi, viz. The West half of the North West quarter of Section Fifteen, Township Eight of Range Two East, containing in all Eighty acres more or less. To Have and to hold the sd land to the sd Alexander McNeill and his heirs forever in fee simple; Provided Notwithstanding that whereas the sd Alexander McNeill is bound as surety on several Promissory and negotiable Notes, for the sd Hector McNeill, the dates, amounts, and Maturities of the same not now being remembered; Now should said Notes be paid by sd Hector McNeill then this Conveyance is to be null and void otherwise to remain in full force and virtue. Witness our hands and seals this day first written

Hector McNeill {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of
Madison County ss } the Probate Court of said County the above named Hector McNeill 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
2nd Day of May A.D. 1839

John T. Cameron Clerk

Wm. B. Rose } Received for Record 6th & Recorded May 22nd 1839
Deed
Wm. A. Fort } This Indenture of bargain and Sale made and entered into this the 4th day of May in the year of our Lord One thousand Eight hundred & thirty nine between William B. Rose & Martha M. Rose his wife of the County of Hinds and State of Mississippi of the one part, and William A. Fort, of the County of Madison & State aforesaid of the other part, Witnesseth that the said William B. Rose & Martha M. Rose his wife, for & in Consideration of the sum of Four thousand dollars to them in hand paid by the said William A. Fort, at & before the sealing and delivering these Presents, the receipt whereof is hereby acknowledged have granted, bargained sold aliened, conveyed & confirmed, and by these Presents do grant bargain, sell, alien Convey & Confirm unto

the said William A. Fort his heirs & assigns forever two certain lots or parcels of ground situate lying & being in the Town of Canton Madison County & State of Mississippi: one of which lots is known and designated in the Plat of said Town, as lot number two fifty feet of the Eastern part of lot No. One in square No. two. More particularly known & designated as follows viz, beginning twenty eight feet East of the South East corner of Lot No. two in square No. two. and running East Seventy two feet to Liberty Street. thence North with said Street two hundred feet thence West seventy two feet & thence South two hundred feet to the beginning. The other lot or Parcel of ground is known described & bounded as follows viz. Beginning at a Stake on Liberty Street at the South West Corner of a lot recently occupied by Lorenzo which he resides and running East with said Lorenzo's line and Mrs Stokes line four hundred feet to Joseph T. Collins line, thence South with said Collins line one hundred feet to a stake Robert Montgomery's North East Corner, thence West with said Montgomery's line & Stokes line four hundred feet to a stake on Liberty Street & thence North with said Street one hundred feet to the beginning. To Have and to hold the above described lots or parcels of ground together with all & singular the Premises & hereditaments thereunto belonging or in any wise appertaining unto the said William A. Fort his heirs & assigns forever, and the said William B. Rose & Martha M. Rose his wife do for themselves their heirs & assigns covenant & agree to & with the said William A. Fort, his heirs & assigns to warrant & forever defend the title to the above described lots, or Parcels of ground and their appurtenances from themselves their heirs & assigns & from all & every other other person claiming or to claim the same or any part thereof unto the said William A. Fort his heirs & assigns forever.

In testimony whereof we the said William B. Rose and Martha M. Rose his wife have hereunto set our hands and affixed our seals this the day & year first above written — Interlined before signing with the words "in fee simple in the fourth line from the top of second page

William B. Rose {Seal}
Martha M. Rose {Seal}

The State of Mississippi
Hinds County } Personally appeared before me Thomas H. Green an acting justice of the Peace in and for said County William B. Rose and Martha M. Rose his wife and acknowledged that they signed sealed and delivered the foregoing Deed of Conveyance on the day and year therein mentioned as their act and deed and for the purposes therein expressed. And the said Martha M. Rose having been by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered said deed of Conveyance on the day and year therein mentioned as her voluntary act and deed without any fear threat or compulsion from her said husband and that she hereby relinquishes all Claim of Dower to the lands described therein,

Given under my hand and seal this the 4th day of May 1889
Thos H. Green J.P. {Seal}

Bennett & Clifton } Received for Record & duly Recorded 22nd May 1889
Deed
Chas. W. Allen } This Indenture made and entered into this Eighteenth day of February in the year One thousand Eight hundred and thirty Nine between Albert G. Bennett and Charles W. Clifton of the County of Madison of the one part, and Charles W. Allen of the same State and County of the other part, Witnesseth that the said Bennett and Clifton in pursuance of and by virtue of a Deed of Trust Executed by one Thomas Sanders to them the said Bennett & Clifton bearing date the Seventh day of December 1835 and Recorded in the office of the Probate Court of Madison County State of Mississippi in Pages 347, 348 and 349 of Book C. of the Records of Deeds for the purpose of securing the punctual payment of the Sums of Money thereon specified the the said Bennett & Clifton in Pursuance of said Stipulations in said Deed of Trust,

advertised said Property in said Deed of Trust as required by said Deed of Trust, and at the expiration of the time and on the day specified acting under the authority of said Deed of Trust Proceeded to sell the same Property mentioned in said Deed of Trust, at at the sale thereof held in pursuance of all notice and the Provisions as required in said deed of Trust. Charles W. Allen the Party of the second part, became the purchaser thereof he being the highest bidder for the same, for the sum of Seven thousand and Six hundred dollars. the receipt whereof is hereby acknowledged. the same being in hand paid as paid, and in Consideration Whereof the said Albert G. Bennett and Charles W. Clifton hath hereby granted, bargained and sold Conveyed and released unto the said Charles W. Allen all their right, title and interest into and in any wise appertaining or belonging to the hereinafter described land; and also all the right, title and interest that the said Sanders had to the same at the time to the said Sanders Conveyed the same unto them the said Clifftion & Bennett, and all the right, title and interest that was Conveyed unto them the said Bennett & Clifftion, by the said Thomas Sanders To Have and to Hold the Same, unto him the said Charles W. Allen his heirs Executors Administrators or assigns the following described tracts or parcels of land, lying and being in the County of Madison and State of Mississippi, and known and designated as the East half of the North East quarter of Section fourteen Township Eight, Range One East, the North half of Section Thirteen Township Eight Range One East, the North West quarter of Section Eighteen Township Eight Range Two East, also West half of North East quarter, Township Eight, Section Eighteen Range two East, also the West half of the South East quarter of Section Eighteen, Township Eight Range two East, and the North half of the West half of South West quarter Section Eighteen, Township Eight Range two East, Containing in all seven hundred and Sixty acres, More or less. To Have and to hold the Same unto him the said Charles W. Allen his heirs and assigns forever together with all and Singular the appurtenances and Privileges thereunto appertaining or in any wise belonging and the said Albert G. Bennett, and Charles W. Clifftion doth Covenant and agree to and with the said Charles W. Allen his heirs & assigns that the said Premises are free from all incumbrances done or suffered by them the said Albert G. Bennett, and Charles W. Clifftion, and that they the said Albert G. Bennett and Charles W. Clifftion and their heirs Executors and Administrators shall warrant and defend the same to the said Charles W. Allen his heirs and assigns forever against the lawful Claims and demands of all persons Claiming by or through from or under them the said Albert G. Bennett, and Charles W. Clifftion but against no other Person: —— In Witness Whereof the said Albert G. Bennett, and Charles W. Clifftion have hereunto set their hands & seals the day and date above written:

A. G. Bennett (Seal)
C. W. Clifftion (Seal)

State of Mississippi
Hinds County } Personally appeared before me J. R. Nicholson Judge of the Seventh Judicial District of said State the above named C. W. Clifftion, who acknowledged that he signed sealed and delivered the foregoing deed of Conveyance on the day and year therein mentioned as his act and deed.

Given under my hand & seal this third day of May 1839

J. R. Nicholson

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named A. G. Bennett who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal of office at Canton this 6th day of May A.D. 1839

John T. Cameron Clerk

Matthew Moore Sued J. W. P. McGimsey } Received for Record 13th & Recorded 22nd May 1839

This Indenture made & entered into this the first day of May in the year of our Lord one thousand eight hundred and thirty nine, between Matthew Moore & his wife Sarah Moore of the County of Madison and State of Mississippi of the one part, and John W. P. McGimsey of the County & State aforesaid of the other part, Witnesseth that for & in consideration of the sum of Sixteen thousand dollars to the said Matthew Moore & Sarah Moore his wife in hand paid, the receipt whereof is hereby acknowledged have bargained, sold & conveyed, & by these presents do bargain sell & convey to the said John W. P. McGimsey his heirs & assigns forever, a certain tract or parcel of land situated lying & being in the County of Madison & State of Mississippi & designated as the East half of the North West quarter, and the West half of the North East quarter, & the East half of the South East quarter, of Section Ten & the South West quarter, of Section Eleven & the North West quarter & the West half of the South West quarter, of Section fourteen, & the South East quarter, and the East half of the South West quarter & the East half of the North East quarter, & the West half of the North East quarter, & the North half of the East half of the North West quarter of Section fifteen Township Two Range four East containing ten hundred & eighty acres, be the same more or less. To Have & to hold the above described land & bargained premises, with all & singular the hereditaments & improvements thereunto belonging to the only proper use & behoof the said John W. P. McGimsey his heirs & assigns & the said Matthew Moore & his wife Sarah Moore for themselves their heirs do covenant, and agree to & with the said John W. P. McGimsey, his heirs Executors, Administrators & assigns that they will warrant & forever defend the above described land and bargained premises against the lawful claims title or demand of any and all persons whomsoever.

In testimony the said Matthew Moore & Sarah Moore his wife have hereunto set their hands, and affixed their seals the day & date first above written.

Matthew Moore [L.S.]
Sarah Moore [L.S.]

The State of Mississippi }
Madison County } Personally appeared before me James M. Baker an acting justice of the Peace in & for said County the within named Matthew Moore whose name is subscribed to the foregoing Deed of Conveyance, who acknowledged that he signed, sealed and delivered the same on his act & deed, for the purposes therein mentioned & in the day & year therein written; And at the same time came the within named Sarah Moore, wife of the said Matthew Moore who being examined separate and apart from her said husband, acknowledged, that she signed, sealed & delivered, the foregoing Deed freely, voluntarily & of her own accord without any fear threat or compulsion of her said husband, for the purposes therein named & on the day and year therein written.

Given under my hand & seal this the first day of May A.D. 1839

James M. Baker J.P. [Seal]

Chas. W. Allen Sued Trust Ferriday & Bennett } Received for Record the 6th & Recorded May 20th 1839

This Indenture Made and entered into on this 4th Day of May in the year 1839 between Charles W. Allen of the County of Warren and State of Mississippi of the one part, and William Ferriday of the County of Adams and same State — and Henry L. Bennett of the City of New Orleans of the other part, Witnesseth that the said Allen for and in consideration of the sum of five dollars, to him in hand paid, and for other considerations hereafter to be named has this day bargained and sold aliened and conveyed — and by these Presents does bargain and sell alien and convey unto the said Bennett & Ferriday — the following described Property, both real and Personal to wit. The following tract or Parcel of land lying and being in the County of Madison and State of Mississippi aforesaid — and known and designated as follows, to wit The East half of the North East quarter, of Section Fourteen, Township Eight Range One East, The North half of Section Thirteen, Township Eight Range One East, The North West quarter

of Section Eighteen. Township Eight. Range two East, Also the West half of the North East quarter. Township Section Eighteen Range two East, Also the West half of the South East quarter of Section Eighteen Township Eight Range two East, and the North half of the West half of South West quarter — Section Eighteen. Township Eight Range two East, containing in all seven hundred and Sixty acres more or less, and also the following Negroes Slaves for life. Primus, his Wife and two Children — Emeline. Henry. Mary. Rose. Lucy. Mary and Child, Jacob. Lucy Elijah — Polly — Diana — Peter Letty, Abram and Lee and also the following other Personal property to Wit, ten horses Eight Cows four Yoke of Oxen. three Waggons a Carriage and harness. the Stock of Hogs on the aforesaid Plantation. farming Utensils. Eight beds and bedding. One Sofa. two dozen Chairs, four Bedsteads, Carpets. One Side Board. One Book Case. and Books, and four tables, To Have and to hold the aforesaid tract of land and the hereditaments and improvements thereon. and also the aforesaid Negroes and other Personal property to the aforesaid Ferriday and Bennett their heirs and assigns forever. and the said Allen hereby agrees to warrant and defend the title to the aforesaid tract of land to the said Ferriday and Bennett. their heirs and assigns forever against the Claim of any person whatever, The above Sale is made upon this Condition that is to say Whereas the said Allen is indebted to the said Ferriday and Bennett in the Sum of forty Eight thousand five hundred and thirty three Dollars and thirty two Cents, for which Sum he has Executed his four Promissory Notes. bearing date on the 1st day of March 1839 — and Payable in the following Manner to Wit One Note due the 1st of May 1840. for the Sum of ten thousand Nine hundred and thirty three Dollars and thirty three Cents — The Second due on the 1st day of May 1841. for the Sum of Eleven thousand Seven hundred and thirty three dollars and thirty three Cents, The third due on the 1st of May 1842. for the Sum of Twelve thousand five hundred and thirty three Dollars and thirty three Cents, and the fourth due on the 1st day of May 1843. for the Sum of Thirteen thousand three hundred and thirty three Dollars and thirty three Cents, Now if the said Allen shall pay off and discharge the said Notes as they severally fall due then this deed is to be void otherwise not,

Given under My hand and Seal this day and year aforesaid

State of Mississippi } Chas W. Allen {Seal}
Madison County } This day Charles W. Allen who made the foregoing deed Personally appeared before me John T. Cameron Clerk of the Probate Court for said County and acknowledged that he signed sealed and delivered the aforesaid deed as his act and deed for the purposes therein named.

Given under My hand and seal of Office at Canton this 6th Day of May 1839

{Seal} John T. Cameron Clerk

Chas. W. Allen Mortgage Ferriday Bennett & Allen } Received for Record 6th & Recorded 23rd May 1839

This Indenture made and entered into on this fourth day of May in the year 1839, between Charles W Allen of the County of Warren and State of Mississippi. of the one part, and William Ferriday of the County of Adams and same State, and Henry L. Bennett, of the City of New Orleans, and Elizabeth Allen of the City of Philadelphia of the other part, Witnesseth that the said Allen, for and in Consideration of the Sum of five Dollars to him in hand paid and for other Considerations hereinafter to be named. has this day bargained and sold. aliened and Conveyed, and by these Presents does bargain and sell. alien and Convey unto the said Ferriday and Bennett, and unto the said Elizabeth Allen. to their heirs and assigns forever the following described property real and Personal to Wit. a Certain tract or Parcel of Land lying and being in the County

of Madison and State of Mississippi and known and designated as the West half of the North West quarter of Section Number Eight, Township Number Seven Range Number two East, also the East half of the North East quarter, of Section Number Eighteen Township Number Seven, Range Number two East, also the South half of the East half of the North East quarter of Section Number Seven Township Number Seven, Range Number two East and the North half of the West half of the North West quarter of Section Number Seventeen Township Number Seven Range Number two East, also the North half of the East half of the North West quarter of Section number Seventeen Township Number Seven Range Number two East, also the South half of the East half of the South West quarter of Section Number Eight Township Number Seven, Range Number two East, also the East half of the North East quarter of Section Number Seven Township Number Seven, Range Number two East, also the South East quarter of Section Number Eighteen Township Number Seven Range Number two East, also the South half of the East half of the North West quarter of Section Number Seventeen Township Number Seven Range Number two East, also the South half of the East half of the North West quarter of Section Number Seventeen Township Number Seven Range Number two East, also the South half of the West half of the North West quarter of Section Number Seventeen, Township Number Seven Range Number two East, and also the South half of the West half of the North West quarter of Section Number Seventeen, Township Number Seven Range Number two East, containing in the Whole Nine hundred and twenty acres More or less; also the following Negro Slaves for life to Wit, Mosby, Edmund, Cesar, Matthew, Thornton, Ephraim, Henry, Lucy, Cady, Caroline, Emiline, Ann, Ally, Jack, Matilda, little Cady, Nancy, Bill, Levi, Chocolate, and Scilla, also the following other property to Wit. Ten Horses, Three Waggons, Three Yoke of Oxen, One hundred Hogs, Twelve Cows, four Bedsteads, four Beds, One Sofa, One Book Case, two tables, two Rocking Chairs, and two Safes. To have and to hold the aforesaid tract of land, together with the hereditaments and improvements thereon, and the aforesaid Slaves and other personal property, unto the said Ferriday and Bennett and the said Elizabeth Allen their heirs and assigns forever. And the said Charles W. Allen hereby Covenants that he will Warrant and forever defend the title of the aforesaid tract of land, to the said Ferriday and Bennett, and the said Elizabeth Allen their heirs and assigns forever. The above sale is made upon Condition, and for the following purposes and none other, that is to say, Whereas the said Charles W. W. Allen is indebted to the said Ferriday and Bennett, and the said Elizabeth Allen in the sum of Twenty five thousand four hundred and seven dollars and ninety two Cents, to Wit, to Elizabeth Allen in the sum of Fifteen thousand Dollars payable in Notes bearing date the first of May 1839 and payable to Charles W. Clifton or order, and by him endorsed to the said Elizabeth Allen the first note due on the first day of May 1840, for the sum of three thousand three hundred and seventy five dollars. The second due the first day of May 1841 for the sum of three thousand six hundred and twenty five dollars. The third due the first of May in the year 1842 for the sum of three thousand Eight hundred and seventy five dollars, and the fourth due the first of May 1843, for the sum of four thousand One hundred and twenty five dollars, all payable in the Girard Bank of Philadelphia; and to the said Ferriday and Bennett in the sum of Ten thousand four hundred and seven dollars and ninety two Cents, payable in four Notes in the following Manner to Wit, the Note for the sum of Two thousand, three hundred and forty one Dollars, and seventy Nine Cents, due on the first of May 1840 the second Note for the sum of twenty five hundred and fifteen dollars, and twenty five Cents, due on the first of May 1841 the third note due on the first of May 1842 for the sum of twenty six hundred and eighty eight dollars and seventy one Cents, the fourth Note due on the first of May 1843 for

the Sum of twenty eight hundred and fifty two Dollars, and fourteen Cents — all payable in the Union Bank of Louisiana at New Orleans, and bearing interest at the rate of Eight per Cent after due until paid. Now if the said Allen shall pay off and discharge the said Notes as they severally fall due then this deed shall be void and of no effect, but not otherwise,

Given under My hand and seal this day and year first aforesaid

Chas. W. Allen {seal}

State of Mississippi
Madison County } This day Charles W. Allen who made the foregoing deed, Personally appeared before me John T. Cameron Clerk of the Probate Court for said County and acknowledged that he signed sealed and delivered the aforesaid deed as his act and deed and for the purposes therein named.

Given under my hand and seal of Office at Canton this 6th day of May A.D. 1839

John T. Cameron Clerk

James Cheatham
deed
John D. Hart } Recieved for Record 7th & Recorded 23rd May 1839

This Indenture Made and entered into this fifth day of May in the year of our Lord One thousand Eight hundred and thirty Nine between James Cheatham of the County of Madison and State of Mississippi of the first part, and John D. Hart of the County of Southampton State of Virginia of the second part. Witnesseth that the said James Cheatham, the party of the first part for and in consideration of the Sum of Eighteen thousand four hundred dollars to him in hand paid the receipt whereof is hereby acknowledged, hath this day bargained and sold, and doth by these Presents, grant, bargain, sell, enfeoff and Convey unto the said John D. Hart, the Party of the second part, his heirs and assigns the following described tracts or Parcels of land lying and being in the County of Madison and State of Mississippi and known as the South half of Section Number two. The East half of the South East quarter of Section Number Three, the North half of the East half of the North East quarter of Section Number ten, The North half of Section number Eleven The West half of the South West quarter of Section Number twelve all in Township Eight Range two East, Also the West half of the South East quarter of Section Thirty Six in Township Nine of Range two East, Containing in all Nine hundred and twenty acres more or less. To Have and to hold the above described land and bargained premises together with all and Singular the rights, privileges and appurtenances thereunto belonging or in any wise appertaining unto him the said John D. Hart his heirs and assigns forever, And the said James Cheatham, for himself his heirs Executors or administrators doth by these Presents, Covenant and agree to and with the said John D. Hart his heirs, Executors, administrators and assigns that he the said James Cheatham will warrant and defend the title to the above described lands unto him the said John D. Hart, his, his heirs Executors, administrators or assigns against the lawful Claims or Claims of all and every Person or Persons Whatsoever,

In testimony Whereof the said James Cheatham the party of the first Part, has hereunto set his hand and seal this day and year above written.

Signed sealed & delivered in Presence of
Wil. G. Bailey

James Cheatham {seal}

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

Given under My hand and seal of Office at Canton this 7th day of May A.D. 1839

{Seal}

John T. Cameron Clerk

F. G. Wadlington } Received for Record 7th of Recorded May 20th 1839
Certificate of acknowledgment } State of Mississippi }
Dorothy C. S. Clark } Madison County } Personally appeared before me the undersigned justice of the Peace in and for the above County the within named F. G. Wadlington who acknowledged he signed sealed and delivered the above deed for the purpose therein mentioned. Also M. C. Wadlington, wife of F. G. Wadlington who being examined separate and apart from her said husband acknowledged she signed sealed and delivered the above deed without any fear threats or compulsion from her said husband but with her own voluntary act & deed.

Given under my hand and seal this 16 January 1836

Wm Varnell J. P. [Seal]

Edwin Shumway } Received for Record 18th of Recorded 24th May 1839
Mortgage } State of Mississippi }
Miss. Importing Company } County of Hinds } This Indenture Made and entered into this 15th day of May in the year of Our Lord one thousand eight hundred and thirty nine between Edwin Shumway & Clarissa G. his wife of the said County and State of Mississippi Party of the first part, and the Mississippi Importing Company party of the second part; Witnesseth that the said party of the first part for and in consideration of the debts hereinafter named due from the said party of the first part to said party of the second part, by bonds hereinafter set forth, and of any dollars to the said party of the first part now in hand paid, by said party of the second part, the receipt of which is hereby acknowledged, have given granted, bargained, sold and delivered and do hereby give grant, bargain, sell convey and deliver to said party of the second part and their assigns, all that certain tract or parcel of land situate, lying and being in Madison County and State of Mississippi; More particularly known as the North East quarter & the East half of the North West quarter of Section twenty two, also the South half of the South East quarter, also the South half of the East half of the South ___ quarter, of Section fifteen; also the West half of the Southwest quarter of Section Number fourteen, & West half of the North West quarter, of Section twenty three in Township Eight, Range two West. Containing five hundred and twenty acres. Moreover also the North half of the West half of the North East quarter, of section twenty six Township Eight Range two West, also the West half of the South West quarter of Section twenty three in Township Eight Range two West. Containing one hundred and twenty acres making in all six hundred & forty acres. To Have and to Hold the above granted land, with all the appurtenances and privileges thereunto in any wise appertaining and belonging to the said party of the second part and their assigns forever; Provided, However, and it is the express condition of this deed that if the said party of the first part, their heirs assigns or legal representatives shall well and truly pay or cause to be paid to said party of the second part or their assigns a certain promissory note drawn by said Edwin Shumway Principal and Jared Williams and Saml. A. Shumway Securities, dated the 14th day of May 1839 payable ten months after the first day of March 1839 to the President of the Mississippi importing Company for the sum of four thousand dollars, negotiable and Payable in the Mississippi Union Bank at Jackson, and also the additional sum of Sixteen thousand dollars with interest thereon, as limited and appointed in and by the terms of a certain Bond made and executed by said Edwin Shumway (dated the 14th day of May 1839 and witnessed by F. G. Wadlington) to the said party of the second part, and made payable to the order of the President of the Mississippi Importing Company, on demand for that amount of money with interest, at the rate of six percent per annum, Payable yearly, after payment of the same shall be demanded, till said Note and bond were executed and delivered by said Edwin Shumway in consideration of four shares of Stock subscribed for by him in said Company, then this deed and conveyance to be thence forth, forever null and void. And the said party of the first part, for themselves and their heirs and assigns covenant to and with said party of the second part, and their assigns, that the said Party of the first part, and their heirs and assigns, will forever warrant and defend, unto the said Party of the second part and their assigns the above described

and granted Premises, and every part thereof, with the appurtenances and privileges thereunto belonging, against the said Party of the first part, heirs and assigns and against all persons Claiming or to Claim the same or any part thereof. And it is further Covenanted by and between said parties as aforesaid, that said land as above described, is worth at a Cash valuation Thirty thousand Dollars at the the date of this deed.

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

In Presence of
Jared Williams
Saml A Shumway

Edwin Shumway {S. S.}
Clarissa G. Shumway {S. S.}

State of Mississippi
County of Hinds } Personally appeared before me, Charles S. Spann Esq. a Justice of the Peace for said County the above named Edwin Shumway who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed. Also personally appeared before me Clarissa G. Shumway whose name is also signed to the above deed 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 husband. Given under my hand and seal this 15th day of May 1839

Ch. S. Spann J. P.

Anthony Byrne
Acknowledgement
Gideon Bass } Received for Record & Recorded 24th May 1839
State of Mississippi
Madison County } Personally appeared before me Charley Moore acting Justice of the Peace in and for said County Anthony Byrn who acknowledge that he signed sealed and delivered the foregoing deed as his act and deed

Given under My hand and seal this 31st day of August AD 1836

Charles Moore {seal}

State of Mississippi
Madison County } I Charley Moore acting Justice of the Peace in and for the County above stated do Certify that I have proceeded to take the Private examination of Nancy Byrn separate and apart from her said husband who acknowledgeth that she signed, sealed and delivered the foregoing deed as as her act and and deed without the fear threats or Compulsion of her husband.

Given under my hand and seal this the 31st day of August AD 1836

Charles Moore J. P. {seal}

Baalam H. Brewer
And
S. W. P. McGinsey } Received for Record & Recorded May 26th 1839
Mississippi State
County of Leake } This Indenture Made and Concluded this the 22nd day of May One thousand Eighty hundred and thirty Nine between Baalam H. Brewer and his wife Nancy Brewer of the County of Leake and State aforesaid of the one part, and S. W. P. McGinsey of the County of Madison and State aforesaid of the other part, Witnesseth, that for and in Consideration of the sum of four hundred and fifty dollars, to me in hand paid the receipt whereof is hereby acknowledged, the said Baalam H. Brewer, and his Wife Nancy Brewer, have bargained, sold and Conveyed and by these Presents do bargain, sell and convey unto the said S. W. P. McGinsey his heirs and assigns forever, a Certain tract or Parcel of land known and distinguished as the East half of North East fourth of Section No Fifteen Township No Ten of Range No four East, Also the South half of West half of South West fourth of Section No Eleven Township No Ten of Range No Four East, Containing One hundred and twenty acres and 4/100 lying in the County of

Madison on Hurricane Creek. To Have and to hold the above described lands and tenements to the only proper use of him the said J. W. P. McGinsey his heirs and assigns And the said Baalam H. Brewer, and his wife Nancy Brewer do hereby forever warrant and defend the above described land and bargained premises from themselves their heirs and assigns, and from the claim of all and every person or persons whatever lawfully claiming the same or any part thereof unto the said J. W. P. McGinsey his heirs and assigns forever in fee simple.

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

Baalam H. Brewer {Seal}
Nancy her X mark Brewer {Seal}

Mississippi
Leake County } Personally appeared before me Sam'l B. Robinson an acting Justice of Peace in and for said County the within named Baalam H. Brewer who acknowledged that he signed sealed and delivered the within deed of Conveyance as his act and deed on the day therein written, and for the purposes therein mentioned, At the same time and place Came Nancy Brewer wife of Baalam H. Brewer, who being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed of Conveyance as her voluntary act and deed without any fear threat or Compulsion of her said husband on the day therein written. and for the purposes therein mentioned.

Given under my hand and seal this 22nd day of May 1839
S. B. Robinson J. P. {L. S.}
J. P. Ex Officio

State of Mississippi
Leake County ss } I Thomas Myers Clerk of the Probate Court of said County do hereby Certify that S. B. Robinson whose name appears to the above acknowledgement is or singer hereunto of Power is & was an acting justice of the Peace in this County at the time he assigned the same & full faith & Credit is due all his official acts.

Given under my hand & seal of Office at Carthage this 22nd day of May A. D. 1839

{Seal}

Thomas Myers Clerk

Bede Johnson
Lind
Wm S. Arnold } Received for Record 22nd & Recorded May 27th 1839

This Indenture Made this 27th day of March in the year of our Lord One thousand Eight hundred and Thirty Eight. Between Bede Johnson and Cynthia Johnson his wife of the first part, and William S. Arnold of the other part. all of the County of Madison and state of Mississippi Witnesseth. That in and for Consideration of two thousand in hand paid the receipt whereof is hereby acknowledged, bargained, granted and sold unto the said W. S. Arnold his heirs and assigns forever the following tract or parcel of land (Viz) the East half of North West quarter of Section Thirty two Township twelve Range four East. and west half North East quarter Section Thirty two. Township twelve Range four East. Containing One hundred and Sixty acres be the same More or less. To Have and to hold the above described tracts of land. to him the said William S. Arnold his heirs and assigns forever, And we the said Bede Johnson and Cynthia Johnson Warrant to and Covenant with the — W. S. Arnold that until the ensealing hereof we were well seized in fee simple of said lands. and have right to Convey the same as above. We bind our heirs & to him the said Arnold his heirs & we will Warrant and forever defend against the lawful Claim or Claims of any person or persons whatsoever Claiming

In testimony Whereof We the said Bede John Johnson and Cynthia Johnson have hereunto set our hands hands and seals the year and day first written.

Bede Johnson {Seal}
Cynthia Johnson {Seal}

State of Mississippi } Personally appeared before me James M. Baker an acting Justice
Madison County } of the Peace in and for said County Bede Johnson and acknowledged that he signed sealed and delivered the within deed for the purposes therein expressed. Also at the same time Cynthia Johnson the wife of the said Bede Johnson and after being examined by me separate and apart from her said husband acknowledged that she signed the within deed and relinquishes all her dower to the same voluntarily and without threat reward or fear of her said husband. the said Bede Johnson

Given under my hand and seal this 3rd day of May 1838

James M. Baker J. P. (Seal)

State of Mississippi }
Madison County } Personally appeared before me James M. Baker and acting Justice of the Peace for said County Cynthia Johnson wife of Bede Johnson who being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed voluntarily and without fear threat or compulsion of her said husband. on the day and year therein written

Given under my hand and seal this 3rd day of May 1839

James M. Baker J. P. (Seal)

E. F. Dionne
Recd
James Richards } Received for Record 21st & Recorded 28th May 1839

The State of Mississippi }

Know all men by these Presents that we of the County of Madison in the state aforesaid in Consideration of forty five dollars-dollars to me in hand paid by James Richards of Madison County in the state aforesaid have granted bargained sold and released, and by these Presents do grant bargain sell and release unto the said James Richards all and singular the following parcel of land lying and being in the State and County aforesaid and known in the plat of survey in and for the Choctaw District of lands in said State and County as being the S½ N½ SW¼ of Section No 1. S½ N½ S E¼ of Section No 2 of Township 9. R. 3 E. 76 acres more or less together with all and singular the rights members hereditaments and appurtenances, to the said premises incident or in any wise appertaining To Have and to Hold, all and singular the Premises before mentioned unto the said James Richards his heirs and assigns forever. And I do hereby bind myself my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said James Richards his heirs and assigns against my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal this the 23rd day of October A.D. 1834 and of the Sovereignty of the State

Test William Power J. P. } E. F. Dionne (E S)
A. F. Dionne (seal)

State of Mississippi }
Madison County } Personally appeared before me the undersigned Justice of of the Peace in and for the State and County aforesaid E. F. Dionne who acknowledged that he signed sealed and delivered the foregoing deed for the purposes therein specified and at the time therein set forth as his own act and deed. Also A. F. Dionne wife of the said E. F. Dionne who being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed and also her relinquishment of dower in and to the land conveyed by said deed at the time therein specified without fear or compulsion on the part of her husband and as her own voluntary act and deed.

Given under my hand and seal this 23d day of October 1834

William Power J. P. (Seal)

James Richards } Received for Record 22nd & Recorded May 28th 1839
Deed
Nathaniel Robbins } This Indenture made and entered into this twenty first day of May in the year of our Lord One thousand Eight hundred and thirty Nine by and between James Richards and Margaret Richards his wife of the County of Madison State of Mississippi of the one part, and Nathaniel Robbins of the County and State aforesaid of the other part Witnesseth that the said Richards and Wife for and in Consideration of the sum of fifty Dollars to them in hand paid the receipt whereof is hereby acknowledged, and the said Robbins his heirs & 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 Nathaniel Robbins his heirs and assigns forever, a certain tract or parcel of land lying and being in the said County of Madison, State of Mississippi thereon and designated as the South part of the East half of the North East quarter, Township No 9, Section No 11, Range 3 East, supposed to contain about Thirty five acres More or less – This is a part of a tract of land entered by James Richards (then a Citizen of Lawrence County Mississippi) at the land office at Grand Gulfe Mississippi on 21st October 1829, as appears by Receivers Receipt No 10480 To Have and to Hold, the above described tract or parcel of land with all and singular the Premises thereto belonging or in any wise appertaining unto the said Nathaniel Robbins, his heirs and assigns forever, and the said James Richards and Margaret Richards his wife for themselves, their heirs and assigns do hereby covenant and agree to and with the said Nathaniel Robbins his heirs and assigns to warrant and defend the title of the aforesaid tract or parcel of land unto the said Nathaniel Robbins his heirs or assigns forever, against themselves their heirs or assigns & against the Claim or Claims of all and every other person or persons whatsoever,

In testimony Whereof the said James Richards and Margaret Richards his Wife hath hereunto set their hands and affixed their seals the day and date first above Written

James Richards {seal}
Margaret Richards {seal}

The State of Mississippi
Madison County } Personally appeared before me Eli Nichols Member Board Police Madison County, the above Named James Richards 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 this 22nd Day of May 1839

Eli Nichols Member B. P. M. C.

State of Mississippi
Madison County } I Eli Nichols Member Board of Police Madison County do Certify that Mistress Margaret Richards Wife of the Grantor in the foregoing deed whose Name is 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 22nd day May A.D. 1839
Eli Nichols Member B.P.M.C.

Thomas H Ardeman M } Received for Record 8th & Recorded 28th May 1839.
Mortgage
Montgomery & Alford } This Indenture made and entered into this Seventh day of May in the year of our Lord One thousand Eight hundred and thirty nine between Thomas H Ardeman M. of the County of Madison and State of Mississippi of the one Part, and John Montgomery and Nealeat Alford of the same County and State aforesaid of the other Part, Whereas the said John Montgomery and Nealeat Alford have become Securities for the said Thomas H Ardeman M. as Joint drawers with him in four, Several Promissory Notes, to wit, one Note

negotiable and payable in the Union Bank of the State of Mississippi for two thousand two hundred and fifty dollars dated on the twenty fifth day of March A.D. Eighteen hundred and thirty Nine, and due Nine Months after date, One Note negotiable and Payable in the Union Bank of the State of Mississippi for Six Thousand Dollars dated on March A.D. Eighteen hundred and thirty Nine and due twelve Months after its day of discount, One Note to the Mississippi Union Rail Road Company Payable and negotiable at their Branch at Canton Mississippi for five hundred Dollars, due Six Months after the twenty fifth day of April A.D. Eighteen hundred and thirty Nine, One Note for Three Thousand Dollars Payable to the Branch of the Commercial Bank of Natchez at their Banking House in Canton Mississippi due twelve Months after the twenty seventh day of April A.D Eighteen hundred and thirty Nine, which said several Notes have been discounted in the Banks to which they are respectively made payable, and which it is contemplated to be renewed from time; and the said Thomas Hardeman M. being desirous to secure and save the said John Montgomery and Healcot Alford against any and all responsibility as Sureties for him on the Notes aforesaid, as well as from all responsibility which they the said John Montgomery and Healcot Alford may hereafter incur by becoming Sureties for the said Thomas Hardeman M. at the renewal of the Notes aforesaid or any one of them, Wherefore this Indenture Witnesseth, That the said Thomas Hardeman M. as well for and in Consideration of securing his said Sureties from the payment of the Notes aforesaid as for the sum of One Dollar to him in hand paid by the said John Montgomery and Healcot Alford at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, hath granted, bargained sold and Confirmed, and by these Presents, doth grant, bargain sell and confirm unto the said John Montgomery and Healcot Alford their heirs and assigns the following described Slaves and other Personal property, to Wit, One Negro Man Named Alexander aged about thirty six years. One Woman Named Sally aged about thirty two years. One Boy Named Ellick aged about twelve years One Girl Named Lizzy aged about Ten years. One Child named Jimmy aged about Eight years, One Child named Lucy aged about six years. One Child named James aged about four years One Child Named Richard aged about two years, One Man named Orange aged about twenty four years. One Man Named Mack aged about twenty seven years One Woman Named Chloe aged about thirty six years One girl Named Susan aged about ten years, One Woman Named Vinny aged about twenty years. One Child named Washington aged about ten years. One infant named Thomas; One Woman named Malinda aged about twenty six years. One Girl named Lucretia aged about Eight years. One Child Named John aged about four years, One Child Named Francis aged about One year, One Woman Named Louisa aged about twenty five years One Girl named Nancy aged about seven years, One Child named Hicks aged about two years. One Negro Man Named Cato, aged twenty six years. One Woman named Jane aged about twenty one years. One Child Named Henry aged about four years, One Child Amanda aged One year, also Seven Mules, Eleven horses, a stock of Cattle about fifty in Number, three yoke of Oxen, Stock of Hogs about One hundred in Number forty seven head of Sheep, and all the household and Kitchen furniture and farming utensils belonging to the said Thomas Hardeman M. To Have and to hold all and singular the above described Slaves, Mules, horses, Cattle, Oxen hogs, Sheep household & Kitchen furniture and farming utensils unto the said John Montgomery and Healcot Alford their Executors Administrators and assigns, together with all and singular the increase of said property forever. Provided always Nevertheless that if the said Thomas Hardeman M. his heirs Executors or administrators shall well and truly pay or Cause to be paid the aforesaid Promissory Notes, on the day and time at which they respectively become due, or by other lawful means

save and keep harmless and indemnified the said John Montgomery and Hedeat Alford their heirs Executors and Administrators from the payment of the said Notes and all Costs damages or Charges as securities as aforesaid, then and from thence forth this Indenture shall Cease determine and become absolutely Null and Void any thing herein Contained to the Contrary Notwithstanding.

In testimony Whereof the said Thomas Hardiman M. has hereunto set his hand and seal this day and year first above written.

all interlineations and erasures made before the signing and sealing of these Presents,

Signed sealed and delivered in Presence of
Wm. F. Bailey
John Simon

Thos. Hardiman M. {Seal}

The State of Mississippi
Madison County } Personally appeared before the John T. Cameron Clerk of the Probate Court of said County William F. Bailey one of the subscribing witnesses to the foregoing deed of Mortgage who being duly sworn deposed and said that he saw Thomas Hardiman M. whose name is subscribed thereto sign seal and deliver said deed on the day and year therein mentioned, that he this deponent signed his name thereto as a witness in presence of said Hardiman and in presence of the other subscribing witness who also signed the same as such in presence of said Hardiman and this deponent, on the day and year aforesaid.

{Seal}

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

John T. Cameron Clerk.

James L. Hines
to
Mortgage
Mississippi Union Bank

Received for record May 23d. and recorded May 29th. 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas James L. Hines 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 Thirty Three Shares of one Hundred Dollars each Amounting to Thirty 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 Thirty three Hundred Dollars the said James L. Hines 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 Million Five Hundred Thousand Dollars of the Loans 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 Five 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 James L. Hines hath Offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following described property — to Wit, The South West quarter of Section Number two in township Number Ten of Range Number Two East, and the East half of the South East quarter of Section Number three in same Township and Range, Containing together 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 James L. Hines 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 James L. Hines doth acknowledge himself debtor to the Mississippi Union Bank in the said sum of Thirty 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 Loans which the said James L. Hines 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 James L. Hines is specially desirous to secure as aforesaid

Therefore this Indenture Made and Entered into this the 23rd day of May in the Year Eighteen Hundred and thirty Nine by and between The said James L Hines and Mary 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 James L Hines and Mary 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 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 James L. Hines 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 Loans 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 James L. Hines do previously transfer his stock and be discharged in the manner and form prescribed by the twenty sixth section of the Original Act of incorporation and sixth section of the Act supplementary thereto – And upon such payment 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 any thing 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 shall also upon said land shall 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 James L Hines 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 conveyence 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 delivering 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 Thirty 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 owns 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 legally demanded 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 share of such defaulter to the amount sufficiently secured. —

In testimony whereof the said James L Hines and Mary his Wife have hereunto set their hands and seals on this 23th day of May in the Year of our Lord Eighteen Hundred and thirty nine

J. L. Hines (L.S.)
Mary her × mark Hines (L.S.)

State of Mississippi } ss
Madison County } Personally appeared before me Hugh A H Lawson Esquire a Justice of the peace in & for the above County the within or above named James L. Hines 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 23d day of May A.D. 1839.

Hugh A H Lawson (L.S.)

State of Mississippi Madison County ss
I. Hugh A H Lawson an acting Justice of the Peace in and for the County of Madison aforesaid do hereby Certify that Mrs Mary Hines 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 23th day of May in the Year of our Lord One Thousand Eight Hundred and thirty nine

Hugh A H Lawson (L.S.)

Benjamin Frazier & Lucy his wife } Received for Record 25th & Recorded 29th May 1839
to
Joseph Clark } This Indenture Made 5th day of February 1835 between Benjamin Frazier & Lucy his wife of the County of Madison & State of Mississippi of the one part, and Joseph Clark of the County and State aforesd of the other part, Witnesseth that the sd Benjamin Frazier & Lucy his wife for and in Consideration of the Sum of Six hundred Dollars to him in hand paid by the sd Joseph Clark at or before the sealing and delivering of ~~of~~ these presents the receipt whereof is hereby acknowledged, doth bargain grant. Convey sell and Confirm and by these Presents do grant, bargain sell Convey and Confirm unto the said Joseph Clark his heirs & administrators & Exors. and assigns forever all that tract or parcel of land lying & being in the Choctaw District in Madison County State of Mississippi Containing Eighty acres be the same more or less being the West half of the South West quarter of Section Twenty two in Township Eight of Range One West in the District of Choctaw Miss. together with all and Singular the appurtenances hereditaments. Priviledges and advantages whatsoever unto the above described premises belonging ~~belonging~~ or in any wise appertaining and also all the Estate right title interest and property and Claim whatsoever either in law or equity of the the sd Benjamin Frazier & Lucy his wife of in and to the Same. To Have and to hold the above granted and bargained premises with the appurtenances unto the sd Joseph Clark his heirs and assigns forever. and the said Benjamin Frazier & Lucy his wife for ~~his~~ heirs Executors and administrators and assigns forever to Covenant. grant. and promise and agree to and with. Joseph Clark his heirs & that I the sd Benjamin Frazier & Lucy his wife will warrant and forever defend the right title and interest of the same to the sd. Joseph Clark his heirs and assigns forever — In Witness Whereof I have hereunto set my hand and seal the day and — above Written,

Benjamin his ✗ mark Frazier {seal}
Lucy her ✗ mark Frazier {seal}

State of Mississippi }
Attala County } Personally appeared before me Septha W Crowder an acting Justice of the Peace in and for said County Benjamin Frazier who acknowledged that he Signed Sealed and delivered the Written Deed on the day and year therein Mentioned as his act and deed for the purposes therein Contained.

Given under my hand and seal this twenty third day of May AD 1839
Septha W. Crowder JP {seal}

State of Mississippi }
Attala County } I Septha W Crowder an acting Justice of the Peace in and for said County do hereby Certify that Mistress Lucy Frazier wife of the grantor in the Written Deed 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 23rd day of May AD 1839
Septha W. Crowder J.P. {seal}

The State of Mississippi }
Attala County } I John M Thompson Clerk of the Probate Court of said County do hereby Certify that Septha W Crowder Esq. whose name is subscribed to the above Certificate of acknowledgement is an acting Justice of the Peace in and for said County & that due faith and Credit is due to all of his official acts as such

Given under my hand and seal of Office
This 23rd Day of May 1839
Jno. M. Thompson clk

{seal}

W. A. L. Hommedieu
And
David G. Hemphreys

Received for Record 9th & Recorded 30th May 1839

This Indenture Witnesseth, that I William A. L. Hommedieu of the County of Warren State of Mississippi for and in Consideration of the sum of twenty five hundred Dollars lawful Money of the United States to me in hand well and truly paid by David G. Hemphreys of the County of Claiborne, State of Mississippi the receipt whereof is hereby acknowledged, have granted, bargained, sold conveyed and confirmed, and by these presents do grant, bargain, sell alien release, Convey and Confirm unto the said David G. Hemphreys his heirs and assigns forever. All that tract or parcel of land Containing four and a half acres More or less, situate, lying and being in the County of Madison and State aforesaid adjoining the Town of Canton, and bounded as follows, to Wit, Beginning at the North East Corner of Lawson F. Henderson's five and a half acre lot, running South along with the line of said Hendersons lot four hundred feet, thence due East one hundred and fifty five yards, thence North four hundred feet, thence one hundred and fifty yards to the Beginning, being the same property conveyed to me by William M. Winborn of the County of Madison and State aforesaid by deed bearing date the twentieth day of March one thousand, Eight hundred and thirty seven and all the Estate right title, interest, Claim and demand both in law and equity of me the said William A. L. Hommedieu 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 so to be with the appurtenances, to the only proper use and behoof of the said David G. Hemphreys his heirs and assigns forever, And the said William A. L. Hommedieu for himself, his heirs, Executors and administrators, does Covenant, promise and agree to and with the said David G. Hemphreys his heirs Executors administrators and assigns that he is the true and lawful owner of the premises hereby granted, and has good right, full power and lawful authority to sell and Convey the same in Manner and form aforesaid and further, that I the said William A. L. Hommedieu, My heirs Executors, and administrators will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said David G. Hemphreys, his heirs and assigns against all persons Claiming or to Claim by from or under my heirs or assigns, or by from or under any other person or persons Whomsoever.

In testimony Whereof the said William A. L. Hommedieu together with Catharine A. wife of the said William A. L. Hommedieu who hereby forever relinquishes all her right and Claim of Dower in and to the premises, have hereunto set our hands and seals this Sixth day of May one thousand Eight hundred and thirty Nine.

Wm. A. L. Hommedieu {seal}
C. A. L. Hommedieu {seal}

The State of
Warren County } p.

Before me Edward B. Scarborough, Clerk of the Probate Court within and for said County Personally appeared William A. L. Hommedieu the above named grantor together with C. A. L. Hommedieu wife of the said William A. L. Hommedieu and severally acknowledged the above Deed of Conveyance to be their voluntary act and deed for the uses and purposes therein Mentioned, And the said C. A. L. Hommedieu Wife of the said William A. L. Hommedieu being severally examined separate and apart from her said husband and the Contents of said Deed being made Known and explained to her declared that she voluntarily and of her own free Will and accord without any fear or Coercion of her husband did and now does acknowledge the signing and sealing thereof and still remains satisfied therewith.

In testimony Whereof I have hereunto set My hand and seal of Office this Sixth day of May in the year of our Lord One thousand Eight hundred and thirty Nine

{seal}

Ed. B. Scarborough Clk